

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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|---------------------------|---|------------|
| Formal Complaint of Shane | ) | Docket No. |
| Houskeeper against South  | ) | 17-2372-02 |
| Duchesne Culinary Water   | ) |            |
| Inc.                      | ) | HEARING    |
|                           | ) |            |

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December 18, 2017  
9:02 a.m.

Location: Public Service Commission  
160 East 300 South, 4th Floor  
Salt Lake City, UT 84111  
(801) 530-6769

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9:02 a.m.

1 December 18, 2017

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

3 PRESIDING OFFICER HAMMER: Good morning,  
4 everyone. This is the time and place noticed for  
5 hearing in the complaint of Shane Houskeeper versus  
6 South Duchesne Culinary Water Company. It's Docket No.  
7 17-2372-02. My name is Michael Hammer, and I'm the  
8 commission's designated presiding officer for this  
9 docket. Let's go ahead and take appearances please.

10 MR. CRAPO: Yes. My name is David Crapo. I'm  
11 an attorney with the law firm of Holland and Hart.

12 MR. HOUSKEEPER: Yes. My name is Shane  
13 Houskeeper.

14 PRESIDING OFFICER HAMMER: One moment,  
15 Mr. Houskeeper. Sorry.

16 MR. CRAPO: And I am here representing South  
17 Duchesne Culinary Water. To my immediate right is Joan  
18 Steed. She's the president of South Duchesne Culinary  
19 Water. And to her right is Jeff Schnars, and he is the  
20 water operator for the rural water company at issue.

21 PRESIDING OFFICER HAMMER: And Mr. Houskeeper,  
22 I apologize. Are you able to hear everyone here in the  
23 room?

24 MR. HOUSKEEPER: I only hear you, and the  
25 gentleman that was speaking before I could barely hear.

1                   PRESIDING OFFICER HAMMER: All right.

2       Mr. Crapo, if you wouldn't mind just leaning a little  
3       closer to the microphone.

4                   MR. CRAPO: Yes, Your Honor, thank you.

5                   PRESIDING OFFICER HAMMER: Mr. Houskeeper, are  
6       you here on behalf of yourself this morning? Do you  
7       have counsel present?

8                   MR. HOUSKEEPER: Yes, I am here on behalf of  
9       myself.

10                  PRESIDING OFFICER HAMMER: Thank you. And is  
11       the Division of Public Utilities appearing in the  
12       hearing?

13                  (Silence.)

14                  PRESIDING OFFICER HAMMER: All right. Is  
15       there anything from either of the parties before we get  
16       started?

17                  MR. HOUSKEEPER: I didn't hear any voices when  
18       you asked if anyone was here.

19                  PRESIDING OFFICER HAMMER: I inquired whether  
20       the Division of Public Utilities intended to  
21       participate. There are a few individuals who work for  
22       the division in the room, but they are not appearing at  
23       the hearing. And they indicated that they had no  
24       intention to do so.

25                  MR. HOUSKEEPER: Okay. You are kind of going

1 in and out.

2 PRESIDING OFFICER HAMMER: I am sorry,  
3 Mr. Houskeeper. I'll do my best for you to hear me.  
4 Perhaps you can turn your phone up and try and listen  
5 carefully.

6 MR. HOUSKEEPER: Uh-huh.

7 PRESIDING OFFICER HAMMER: So the Division of  
8 Public Utilities --

9 MR. HOUSKEEPER: Oh, are they there from South  
10 Duchesne Water?

11 PRESIDING OFFICER HAMMER: Yes, they are here  
12 and represented by counsel named Mr. Crapo -- is it  
13 Crapo or Crapo?

14 MR. CRAPO: Crapo.

15 PRESIDING OFFICER HAMMER: They are here and  
16 represented about by their counsel, Mr. Crapo.

17 MR. HOUSKEEPER: Okay.

18 PRESIDING OFFICER HAMMER: And since it's your  
19 complaint, we'll go ahead and start with you. Do you  
20 intend to offer testimony this morning? That is to say  
21 do you want to testify under oath?

22 MR. HOUSKEEPER: Yeah.

23 SHANE HOUSKEEPER,  
24 called as a witness, having been first duly sworn, was  
25 examined and testified as follows:

1                   PRESIDING OFFICER HAMMER:   Okay.  Go ahead.

2   Do you have a statement?

3                   MR. HOUSKEEPER:   As I described -- oh, go  
4   ahead.

5                   PRESIDING OFFICER HAMMER:   No, no, please.  I  
6   wondered if you were waiting for a question.  But you  
7   are free to go ahead and make a statement.

8                   MR. HOUSEKEEPER:   Okay.  I had described in my  
9   complaint with South Duchesne Water this thing with  
10   Tosha Steed.  I have been having issues on communication  
11   and getting replies back from them on the concern that I  
12   was wanting to go on standby with the water.  Either not  
13   getting return phone calls, or getting different  
14   responses that, saying that since I have a cabin located  
15   on the property, not just land, that I am not able to go  
16   on what they call standby.

17                  PRESIDING OFFICER HAMMER:   I understand that.  
18   It might be helpful for me if you walk me through the  
19   chronology of events.  I noticed you attached some text  
20   messages and some e-mails to your complaint.  If you  
21   could just take me through the chronology, the time you  
22   first allege you requested to be put on standby status  
23   or any other event you think that is pertinent to this  
24   proceeding, and take me chronologically through what you  
25   filed and any events you want to testify about.  I think

1 that would probably be the best way to proceed.

2 MR. HOUSKEEPER: Okay. I am just trying to go  
3 here and look through the informal and the formal  
4 complaint. It may have some chronology there. And  
5 also, I'm going to just pull this up here. I just  
6 printed -- I had sent some proof evidence of phone  
7 texting. Couldn't pull up the phone records, per se,  
8 but I have got the phone texting. Let's see here. I  
9 can get the dates.

10 So some of the textings that I provided was as  
11 early as 2015, to Jeff, concerning about shutting the  
12 water off. I've talked to him, and he has been great to  
13 work with and talk to, except for he says he is out in  
14 the field. And so when I was texting him or talking to  
15 him, he said it was the head office that I would need to  
16 speak to.

17 I put in many calls to the head office trying  
18 to call them. When I finally did reach -- or Tosha  
19 Steed called me, she said that they had an employee that  
20 unfortunately is not working for them any more. She was  
21 not as good for keeping records or calling people back.  
22 So they had to, I guess, get rid of her, and then now  
23 she is doing it personally, following up with customers  
24 and on the bills.

25 PRESIDING OFFICER HAMMER: Can you tell me --



1 MR. HOUSKEEPER: And that's when I had -- oh,  
2 go ahead.

3 PRESIDING OFFICER HAMMER: Pardon me. Can you  
4 tell me the first time you requested that, to go on  
5 standby status with someone at the company?

6 MR. HOUSKEEPER: Well, I had talked -- I had  
7 talked to Jeff about it. I am not -- an exact date here  
8 on the text. Just so it's officially. I'm just going  
9 through the e-mails. Did you guys happen to receive  
10 those by chance?

11 PRESIDING OFFICER HAMMER: I have what you  
12 filed, yes.

13 MR. HOUSKEEPER: What I filed?

14 PRESIDING OFFICER HAMMER: Yes.

15 MR. HOUSKEEPER: Does it show the date on  
16 those?

17 PRESIDING OFFICER HAMMER: Do you not have  
18 copies in front of you, sir?

19 MR. HOUSKEEPER: I have the most recent ones  
20 that I sent, and I don't know why I sent those on  
21 November the 29th.

22 PRESIDING OFFICER HAMMER: I have a text  
23 message that you filed dated November 7th, 2015. It's a  
24 little ambiguous. It begins, "Sorry. I can't talk  
25 right now. How can I help you"? There's a response

1 that says, "There is a key to shut the water off.

2 Thanks for letting me know."

3 There is another one from November 7, 2015,  
4 that says, "Is there someone that can shut my water off  
5 tomorrow"? Do you see those?

6 MR. HOUSKEEPER: Okay. Yes. And then also I  
7 had sent some, get the exact date here that I e-mailed,  
8 November the 29th. None of those which were earlier.  
9 These ones were on October the 26th, 2016, and also  
10 February 10th, and February 22nd, 2017.

11 Just some more additional text messages said,  
12 "Is this Jeff? Who is this? Just trying to make sure  
13 this is Jeff from Duchesne.

14 "Yes. Who is this? This is Shane. I have  
15 left messages at the office for months now and have text  
16 you with another number, and I can't seem to get an  
17 answer about my water account. I have been trying to  
18 cancel my account or reduce the bill for months and  
19 nobody's called me back or returning my messages."

20 And then I didn't get a response and I said,  
21 "Hello, Jeff. This is Shane. I haven't seen anybody  
22 from the office to get an answer for you as they have  
23 been out for appointment. As soon as I hear from  
24 something -- from someone I will let you know."

25 PRESIDING OFFICER HAMMER: Right. I see that

1 text message. So that's from October 28th, 2016,  
2 according to the document in front of me. But I also  
3 have some documents dated nearly a year earlier,  
4 November 2015. So I am just trying to get a handle on  
5 when you allege you requested to go on standby service.  
6 Was it the end of 2015?

7 MR. HOUSKEEPER: So on November 2015 is when I  
8 spoke to Jeff about it. I spoke to him about shutting  
9 off the water, but also spoke to him about going on what  
10 they call standby. And from what Jeff said, that's not  
11 an issue. I am out in the field, but I'll contact the  
12 office, have them contact you. Or we'll kind of go from  
13 there.

14 That was the first date that I had spoken to a  
15 representative from South Duchesne Water about going on  
16 standby or about reducing the bill.

17 PRESIDING OFFICER HAMMER: And Jeff told you  
18 you need --

19 MR. HOUSKEEPER: Or shutting your water off  
20 completely.

21 PRESIDING OFFICER HAMMER: And Jeff told you  
22 you needed to speak to someone at the headquarters, or  
23 the main office, in order to go on standby service; is  
24 that correct?

25 MR. HOUSKEEPER: Well, Jeff said that wouldn't

1 be a problem, that he will actually -- he will contact  
2 them, the office, to let them know of my request.

3 PRESIDING OFFICER HAMMER: Okay. So what  
4 happened then?

5 MR. HOUSKEEPER: So then I tried to call them  
6 multiple times without response. I did get ahold of  
7 Tosha Steed at one point in time, or she got ahold of  
8 me, and Tosha's response was that I actually had a  
9 property or a cabin on there and that I did not qualify  
10 to go on what they call standby, that only properties  
11 with vacant land are able to go on what they call  
12 standby, and so I did not qualify.

13 PRESIDING OFFICER HAMMER: When did that  
14 conversation take place approximately?

15 MR. HOUSKEEPER: That one took place quite  
16 later. That's when she had called me about my bill that  
17 I owed for about five months. I think that was in about  
18 like May of 2017. So I couldn't get anyone to call me  
19 to return my calls or anything.

20 So what I did is, I stopped paying the bills  
21 because at \$40 a month, I feel like I was trying to  
22 either shut the water off or go on standby, still  
23 waiting for confirmation. Still waiting for Jeff or  
24 someone from South Duchesne to call me back. So I  
25 stopped paying the payments, until finally about after

1 six or seven months past due is when Tosha Steed from  
2 South Duchesne got ahold of me.

3 And that's when I spoke to her about that  
4 again, and I told her that I have been leaving messages  
5 and calling, and she says well, we had a past employee.  
6 I think it was somewhere in the Sandy area. I don't  
7 know the name. She said the name, but that wasn't  
8 keeping current records or calling people back.

9 And she said, and on my bill I hadn't been  
10 charged any late fees, and that was because of her  
11 employee not keeping current records. And she said, in  
12 fact, I am sending out a bill today. You are going to  
13 owe all the back late fees retroactive as today.

14 And when I did receive another bill 30 days  
15 later approximately, it could have been up to 14 days,  
16 it was handwritten on the bill. Late fee. Here is one  
17 that says, \$130 late fee, \$120. It was handwritten.  
18 And she was saying that she is trying to retroactively  
19 adjust those bills and charge me for late fees.

20 She was kind of upset at me because I was  
21 questioning about going on the standby, and she kind of  
22 got a little upset saying I do not qualify because I  
23 actually have a building on the property.

24 PRESIDING OFFICER HAMMER: Okay. How often  
25 were you receiving invoices or bills from the company?

1 MR. HOUSKEEPER: How often was I receiving  
2 what?

3 PRESIDING OFFICER HAMMER: Bills. How often  
4 were you receiving bills on regular intervals? Like  
5 monthly, bimonthly, quarterly.

6 MR. HOUSKEEPER: No. They would come like  
7 they were kind of sporadically. Sometimes I would --  
8 would see the bill, and sometimes I wouldn't. More  
9 specifically, is when I kind of stopped paying, I didn't  
10 receive a bill two or three months, and then I would  
11 receive one. And then it would say hey, you are behind  
12 like three or four months.

13 And that's when I would text Jeff, "Hey, Jeff,  
14 I just received another bill recently, and it shows I'm  
15 this far months behind. We need to get something worked  
16 out or situated here, you know," and get a response  
17 back.

18 Whenever I did get ahold of Jeff, he was  
19 always out in the field, not in the office to get a  
20 response. And that's why what I started doing is I  
21 would text from my regular phone, not get a response.  
22 So then I had another phone that I would text just so I  
23 can kind of get a text back. And that's kind of what I  
24 said.

25 That's why I asked, is this Jeff? I made him

1 try to respond back saying yes, this is Jeff first,  
2 because I wasn't getting text messages back from my  
3 personal phone, because it's my assumption he knew it  
4 was me. So then when I text on a different phone, then  
5 he would respond. And then he would respond that he  
6 did -- he still hasn't heard back or he still hasn't  
7 been in the office to talk to anybody or --

8 But Jeff, when I did first speak with him, he  
9 acknowledged, yes, that I do -- I am able to go on  
10 standby. Everything was fine about that. He just needs  
11 to let the office know and go from there. But when I  
12 did talk to Tosha, she just kind of denied that I was  
13 even qualifying. In fact on their response, when I did  
14 the informal complaint, she did response -- was that  
15 Mr. Houskeeper does not qualify because I have a  
16 property -- I have a cabin on the property. That was  
17 actually made in her response.

18 PRESIDING OFFICER HAMMER: And just for  
19 context for me, you wanted the water shut off because  
20 you don't -- you don't stay at the cabin? No one  
21 resides there?

22 MR. HOUSKEEPER: Yeah. No one resides there  
23 full time. I really haven't been going there, but I did  
24 want water shut off or even on standby at minimum.

25 PRESIDING OFFICER HAMMER: Okay.

1 MR. HOUSKEEPER: And they can also verify that  
2 with their records. From that day, 2014 of November, I  
3 am sure they have got records that not one gallon of  
4 water has been used. So since I kind of requested and  
5 was speaking with Jeff or South Duchesne Water from that  
6 day forward, not one gallon has been used.

7 PRESIDING OFFICER HAMMER: All right. I  
8 understand you are not an attorney, Mr. Houskeeper. So  
9 I will ask you with respect to the e-mails and text  
10 messages that you filed along with your informal  
11 complaint, your formal complaint and that you simply  
12 submitted to the commission for consideration, do you  
13 want to move their admission into evidence for the  
14 commission's consideration at this hearing?

15 MR. HOUSKEEPER: Yes.

16 PRESIDING OFFICER HAMMER: Mr. Crapo, any  
17 objection?

18 MR. CRAPO: We do have an objection, your  
19 Honor. We received only the copy of three attachments.  
20 Is that not working?

21 MR. HOUSKEEPER: I can't hear anything if  
22 someone's speaking.

23 PRESIDING OFFICER HAMMER: We're having a  
24 technical difficulty. We'll work on it.

25 MR. CRAPO: Does that work better?



1                   PRESIDING OFFICER HAMMER:   Yes.

2                   MR. CRAPO:   Thank you.   We have received his  
3   complaint, and the only copies of any attachments that  
4   we have received are the three that are identified as  
5   three attachments.   And one is a copy of the bill, the  
6   postcard bill in May.   One is a copy of a letter that  
7   I -- appears to be written in late May or early June.  
8   And the last one is another copy of the postcard bill in  
9   July.

10                  And we have not received any copies of any of  
11   the text messages that you have been referring to.   And  
12   we have asked Mr. Houskeeper to produce anything else  
13   that he may have that shows he has made a written  
14   request, and we have received no correspondence from  
15   him.

16                  So we may not object to the text messages and  
17   the other things you are asking to be admitted, Your  
18   Honor, but we'd like to look at them first.

19                  PRESIDING OFFICER HAMMER:   Of course.  
20   Mr. Houskeeper, do you have anything to say?   Did they  
21   ask you for copies and did you fail to produce them?

22                  MR. HOUSKEEPER:   No.   They had -- he did  
23   actually mention about copies.   Then I actually  
24   submitted them.   They are on the dockets that I had  
25   submitted them.   The first three or four text messages.

1 It is -- if you go on the website, you can click on it,  
2 and you can show that they have been submitted.

3 PRESIDING OFFICER HAMMER: Right. I  
4 understand. They were submitted to the commission, and  
5 we have them and they are publicly posted. But there is  
6 an obligation to provide the other parties with copies.  
7 They are not expected to go to our website and pull  
8 copies.

9 I think what might be appropriate, Mr. Crapo  
10 is willing to accommodate it, is for us to recess for a  
11 few minutes. We will print copies, give you as much  
12 time as you would like to review them and then  
13 reconvene.

14 MR. CRAPO: Thank you. We may have no  
15 objection once we get a chance to look at them, Your  
16 Honor.

17 PRESIDING OFFICER HAMMER: All right. So  
18 Mr. Houskeeper, we will be in recess for a few minutes.  
19 If you don't mind remaining on the line. We're going to  
20 print copies of the things you submitted so that  
21 Mr. Crapo and his client can review them, and we'll  
22 reconvene in probably about 15 minutes. Okay?

23 MR. HOUSKEEPER: Okay.

24 PRESIDING OFFICER HAMMER: Okay. We're in  
25 recess.

1 (Recess from 9:21 a.m. to 9:37 a.m.)

2 PRESIDING OFFICER HAMMER: We're back on the  
3 record. Mr. Crapo, have you had an opportunity to  
4 review the documents which I refer?

5 MR. CRAPO: Yes, I have.

6 PRESIDING OFFICER HAMMER: And was there an  
7 objection?

8 MR. CRAPO: I would like to lodge an  
9 objection.

10 PRESIDING OFFICER HAMMER: Go ahead.

11 MR. CRAPO: The first document I have been  
12 provided, is -- it appears to be an e-mail from  
13 Mr. Houskeeper dated November 29th, 2017, with some  
14 attachments of e-mails. And then those e-mail copies  
15 have been blown up so we can read them.

16 I just wanted to know if the e-mails -- we  
17 have Mr. Schnars here with us. And he has his cell  
18 phone with him, and he has reviewed his cell phone  
19 records. He still has all of e-mails and text messages  
20 that he receives. He has no record of receiving  
21 anything on the first page of this attachment, the  
22 October 28th date. And he has not erased anything or  
23 changed anything on his text messages.

24 So he doesn't believe that this one was ever  
25 received, which is the one that starts, "October 28,

1 2016. Is this Jeff? What is this? Who is this?" That  
2 is not -- we've never seen this, and it doesn't show up  
3 on Mr. Schnars' phone.

4 The next page continues, has some dates of  
5 October -- or, excuse me, of February, 2017, and --  
6 February 10th, 2017, and February 22nd, 2017. Again,  
7 none of these appear to have been received by  
8 Mr. Schnars. We don't know which telephone this goes  
9 to. There's no telephone number identified. But  
10 Mr. Schnars has no record of those on his phone of ever  
11 being received.

12 The third page that was provided to us has  
13 blue bold at the top. And it has a date, November 7,  
14 2015, iMessages. It says, "Sorry, I can't talk right  
15 now. How can I help you"? And then it appears a  
16 response from Mr. Houskeeper. "There's a key to shut  
17 off the water." And apparently Mr. Schnars responds,  
18 "Thanks for letting me know. Okay."

19 Those are on Mr. Schnars' phone, and we don't  
20 object to the admission of those. The ones for 2014  
21 where it says, "Hello Mike," we don't know what that is,  
22 and we don't have a copy of that or records of that.

23 The next page on November 7th, 2015 at 9:11,  
24 09:00 a.m., it looks like Mr. Houskeeper is writing, "Is  
25 there someone that can shut off my water tomorrow?" We

1 do not have any record of that on Mr. Schnars' phone.

2 The next page is October 11th, at 11:08 a.m.,  
3 where it says, "Thanks Jeff, for talking with me. Call  
4 me in the next day or two when you're available to talk  
5 more. Thanks, Shane." We do have that. That does --  
6 that is on Schnars' phone.

7 The later ones from October 26th and November  
8 4th, we have no record of those. And then the e-mails  
9 that are sent appear to be from Mr. Houskeeper to an  
10 SDCW7@outlook.com. We don't have any records of those  
11 three e-mails.

12 So the ones that we can verify, we don't have  
13 any problem with. We're happy for those to be admitted.  
14 The ones that we can't verify, and we don't see what  
15 number they are from or to, we just don't know where  
16 they really went. And for that reason, we lodge an  
17 objection whether they were ever actually sent or  
18 received by a proper person at South Duchesne.

19 PRESIDING OFFICER HAMMER: Thank you.  
20 Mr. Houskeeper, do you have a response? Mr. Houskeeper,  
21 are you on the line?

22 MR. HOUSKEEPER: Yeah, I am here.

23 PRESIDING OFFICER HAMMER: Do you have a  
24 response?

25 MR. HOUSKEEPER: Yeah. Those were for -- it

1 says right at the top. Jeff and Jeff Duchesne cabin.

2 Those were sent to him, and also he responded back.

3 PRESIDING OFFICER HAMMER: Did you use a  
4 different number for -- I'll say Jeff, depending on the  
5 text message stream that we're reviewing?

6 MR. HOUSKEEPER: No. They were the same phone  
7 number. So the messages that they said they received,  
8 that was the same phone number that was text with the  
9 previous messages they said they are not on Jeff's  
10 phone. So they were sent to the same phone.

11 PRESIDING OFFICER HAMMER: Understood.

12 MR. HOUSKEEPER: And so it's kind of odd that  
13 they say -- that they -- that they confirmed that they  
14 received part messages, and that they confirm that they  
15 have not received other messages, when it's the exact  
16 same phone that was text to.

17 PRESIDING OFFICER HAMMER: Thank you,  
18 Mr. Houskeeper. Mr. Crapo, given that this is an  
19 administrative proceeding and specifically a customer  
20 complaint, I am precluded by UAPA and the administrative  
21 rules from precluding evidence solely based on hearsay.  
22 Your objection is noted, and I think mainly goes to the  
23 veracity and authenticity of the documents.

24 We'll admit them for the purposes of being  
25 considered, but to the extent you want to bring out

1 those facts to which you alluded with your witness, that  
2 would, of course, be appropriate and the commission will  
3 take that testimony into consideration weighing the  
4 evidence.

5 MR. CRAPO: Thank you, Your Honor.

6 PRESIDING OFFICER HAMMER: Mr. Houskeeper, I'd  
7 like you to tell me what it is you want the commission  
8 to do. Before we get there, do you have anything else  
9 you would like to say on behalf of your complaint?

10 MR. HOUSKEEPER: Yeah, let me -- that was just  
11 one of the issues that I have had. But let me just --  
12 let me just pull up this paper here. So just to  
13 clarify, are those being admitted or not admitted?

14 PRESIDING OFFICER HAMMER: They are admitted.

15 MR. HOUSKEEPER: Pardon me?

16 PRESIDING OFFICER HAMMER: They are admitted.

17 MR. HOUSKEEPER: Okay. And I apologize,  
18 sometimes it seems like the phone's just kind of going  
19 in and out a little bit, and I apologize for that.

20 So the issue is about going on standby, being  
21 able to go on standby and not being able to go on  
22 standby. As I said, in South Duchesne's response to my  
23 complaint, they said that I am not eligible to go on  
24 standby because I had a building on the lot, which kind  
25 of goes against their tariff where -- how I read it, and

1 I think it specifically reads that anyone is allowed to  
2 go on standby with the water.

3 The other issue is, having a complete and  
4 current read bill to where my -- I would -- I had  
5 received a bill with a handwritten late fee of \$120  
6 and -- and/or \$130. With me getting sporadic bills, and  
7 also not getting a current and correct bill and getting  
8 it handwritten, I am not sure why the company wouldn't  
9 just do it at the time that they accumulated the late  
10 fee each month that the bill was possibly late, instead  
11 of just waiting for approximately six or seven months  
12 late and due at one time.

13 My other issue is why would you even handwrite  
14 it? Why wouldn't you just put it in your QuickBooks,  
15 have it printed officially on the bill, instead of  
16 handwritten it. And it wasn't just one time  
17 handwritten. I think they say they have two of them  
18 there, \$120, another one for \$130 dollars, where they  
19 have handwritten it.

20 The other issue that I have is, even the late  
21 fees themselves. On the tariff, they were accrued for  
22 annual percentage rate of a late fee, not just one bulk  
23 late fee of \$20 per incident. I am just trying to pull  
24 it up here. They had an annual APR that was proved on  
25 the tariff, which would actually equal into pennies or



1 really low dollars, not the high \$20 late fee that they  
2 are trying to impose.

3 PRESIDING OFFICER HAMMER: Thank you.  
4 Anything else?

5 MR. HOUSKEEPER: Yeah. There's one more right  
6 here. Let me -- just one moment please. It looks like  
7 that's it at the moment. There was one more issue I  
8 wanted to bring up, but I can't see where I had filed  
9 it. So...

10 PRESIDING OFFICER HAMMER: All right. Then  
11 let me just ask you one final question. If the  
12 commission is inclined to find the facts in favor of  
13 your complaint, what is it that you want the commission  
14 to do? Specifically, do you believe there's any  
15 outstanding balance that's owed to the utility, or not?  
16 And is there any other remedy you seek from the  
17 commission?

18 MR. HOUSKEEPER: I don't believe there's any  
19 outstanding balance owed. In fact, I have sent payments  
20 in to them just to try just to -- even though I didn't  
21 believe that I owed them, but I just sent payments in to  
22 them just so that there is no -- I don't know, no  
23 possible problems in the future. I figure I'd rather  
24 just go ahead and make payments of \$480 here or \$500  
25 there, just to go ahead and just kind of go along with

1 everything until these proceedings and stuff are  
2 followed and see what was done in favor.

3 They kind of kept on saying, we are going to  
4 ship your water bill off and we're going to do this, but  
5 the whole thing is, they can confirm, I have not used  
6 one gallon of water in the past two years, nor the water  
7 has even been turned on.

8 As far as what to do, I think they have a  
9 major billing issue and problem. My main concern is  
10 with me, but also the other customers, that maybe they  
11 are imposing \$20 late fees when it's not even on the  
12 approved tariff. It's the other customers that may be  
13 asking to go on standby, and the representatives of  
14 South Duchesne Water are telling them that they are not  
15 able to, because maybe they have got a building on  
16 there.

17 PRESIDING OFFICER HAMMER: Thank you,  
18 Mr. Houskeeper.

19 MR. HOUSKEEPER: Go ahead. So it's not  
20 only -- okay.

21 PRESIDING OFFICER HAMMER: Am I correct in  
22 assuming that you still wish to be on standby status and  
23 to remain so in the future?

24 MR. HOUSKEEPER: Yes.

25 PRESIDING OFFICER HAMMER: Okay. I am sorry.

1 Did you have anything else to say?

2 MR. HOUSKEEPER: Me?

3 PRESIDING OFFICER HAMMER: Yes.

4 MR. HOUSKEEPER: Oh, not at this time. I just  
5 want to see if they had any response or if there's --

6 PRESIDING OFFICER HAMMER: Well, I'll now  
7 allow Mr. Crapo an opportunity if he would like to ask  
8 you questions. He has a right to do that, to  
9 cross-examine you based on the testimony you have given.  
10 Mr. Crapo, do you have any questions for Mr. Houskeeper?

11 MR. CRAPO: I do have a couple, Your Honor.

12 PRESIDING OFFICER HAMMER: Please go ahead.

13 CROSS-EXAMINATION

14 BY MR. CRAPO:

15 Q. Mr. Houskeeper, this is David Crapo. Good  
16 morning.

17 A. Good morning.

18 Q. I wanted to know when you acquired the cabin.  
19 What month and year?

20 A. What month and year?

21 Q. Yes.

22 A. Would be February of 2014.

23 Q. Thank you. And what's your current address?  
24 Where do you live?

25 A. Where do I -- okay. So what -- what's the

1 mailing address? Where do I live, or what's the  
2 property address up there of the cabin?

3 Q. We know the property address for the cabin.  
4 But you don't live at the cabin, correct?

5 A. Correct.

6 Q. And so where do you have your mail sent? What  
7 address do you use?

8 A. 4346 Golden Fox Circle, Riverton, Utah, 84096.

9 Q. Thank you. And how long have you lived there?  
10 In Riverton.

11 A. Twelve years.

12 Q. Okay. When you acquired the property, the  
13 cabin in February of 2014, did you buy it out of a  
14 foreclosure?

15 A. My question is, what's the relevance of that?

16 Q. It will become clear in a moment, but did you  
17 buy it out of a foreclosure?

18 A. I'm not sure what the status of it was --

19 Q. Okay.

20 A. -- exactly. I don't know what would be  
21 considered.

22 Q. And when you acquired the property, did you  
23 pay any of the back water bills that were due at the  
24 time?

25 A. Any of the back water bills. So if I am

1     trying to think of it right, it was not a foreclosure.

2     I think it was a bank owned property.

3           Q.     Okay.  When did you contact South Duchesne  
4     Culinary Water and advise them that you were the owner  
5     of the property for the water meter and the water  
6     receipts?  Or did you ever do that?

7           A.     That -- that I contacted Duchesne water?

8           Q.     Right.  In February of 2014, did you ever  
9     contact South Duchesne Culinary Water and say, "Start  
10    sending the water bills to me"?

11          A.     I don't have any records of what date I may  
12    have contacted them or they would have had possibly  
13    contacted me.  I don't have that.

14          Q.     Isn't it true that you didn't contact South  
15    Duchesne and they only became aware that you were the  
16    owner when they looked at the public land transfer  
17    records in late 2014?  They had to contact you, correct?

18          A.     As I stated, I don't know if I had contacted  
19    them or they had contacted me.

20          Q.     Okay.  In November of 2015, you had these text  
21    messages, the ones that we do have copies of, where you  
22    contacted Jeff Schnars, correct?

23          A.     Yes.

24          Q.     And what was your purpose in November of 2015  
25    in contacting Mr. Schnars?  Did you need him to help you

1 check the water system? What was your -- what was your  
2 desire from him?

3 A. As per the text, I was trying to get ahold of  
4 him to have the water shut off.

5 Q. Did he shut the water off when he came to your  
6 cabin that day?

7 A. I believe so. I believe it was shut off.  
8 It's been shut off since that day.

9 Q. Right. Isn't it true that you actually shut  
10 the meter off yourself?

11 A. There's -- the thing in the front yard, the  
12 box in the front yard? I have personally either shut it  
13 off with Jeff -- when Jeff could not make it there to  
14 the cabin.

15 Q. Okay. So --

16 A. -- had a prior engagement. So I have actually  
17 shut it off, and also Jeff shut it off. That particular  
18 time --

19 Q. So you have a key --

20 A. Yes, I did shut it off.

21 Q. Okay. So you have a key to shut it --

22 A. No, no, no. I do not have a key, no.

23 Q. Okay. So how did you shut off the water then  
24 if you didn't have a key?

25 A. So in the instances, if I would call

1 Mr. Schnars and say, "I am going to -- I am going to  
2 head up to the cabin," he would either usually meet me  
3 out there, or if he says, "I cannot be there. I have  
4 already been out there. I put in the key the meter.  
5 The key is right on there. All you have to do is turn  
6 it." And he would say, "I am not able to be there, but  
7 I'll have the key there." And so he would have a key on  
8 the property.

9 Q. So did you shut --

10 A. Right inside on the meter.

11 Q. Okay. So did you shut the water off because  
12 you just don't want water into your cabin during the  
13 winter, or what was the purpose?

14 A. So for that -- for the last time, for that  
15 time that it was shut off, it was for both purposes.  
16 One, I don't want water into the cabin. But also, I had  
17 no intention on going into the cabin or wanting to  
18 water. I wanted to reduce the bill. And that's when I  
19 first had spoke to Jeff about that.

20 "Jeff, I don't plan on using the property. Is  
21 there something I could do? Can I just go ahead and  
22 shut the water off and have no continued use?"

23 He kind of says, "Well, we can't really just  
24 shut it off without no charges." But they have what  
25 they call standby. And this is kind of one of the first

1 time I have learned about it is through Jeff, and what  
2 they call standby. And instead of paying the \$40  
3 monthly fee, there's a standby charge, and I do believe  
4 it was approximately \$15. And this is how it kind of --  
5 I learned about it.

6 Because I did tell him, I am not going to use  
7 it. I just wanted to shut it off completely. And he  
8 informed that that wasn't possible, but there could be  
9 what they call standby. And from there that kind of  
10 seemed to be the issue or the problem is, is he  
11 confirmed that I was able to go standby, but I think  
12 when he was talking to the people in the office, they  
13 were not allowing or wanting me to go on standby.

14 **Q. So I just have one question, Mr. Houskeeper,**  
15 **on that. Do you use the cabin at all, or does it just**  
16 **sit empty all the time?**

17 A. No, I have been there.

18 **Q. And so when you are there, how do you function**  
19 **for your water needs and for the toilet, the bathroom,**  
20 **the shower? Do you just haul in your own water or what**  
21 **do you do?**

22 A. No. So that property is in the middle between  
23 my home and my mom's home. So when I go there, I am  
24 going there for just a few hours of the day.

25 **Q. Okay. So you don't use any water when you are**



1     **there ever?**

2           A.     No, sir. No, sir. There's bottled water  
3     inside the cabin currently as we speak. But there's  
4     bottled water.

5           **Q.     Okay.**

6           A.     There's no water.

7           **Q.     Have you ever made --**

8           A.     I do have a meter there, and they can verify  
9     that there's not been any water used at all.

10          **Q.     Do you -- do you have a written request that**  
11     **you have ever given to South Duchesne saying, "I want to**  
12     **be placed on standby?" I haven't seen anything, but do**  
13     **you have a written request saying, "I want to be placed**  
14     **on standby?"**

15          A.     In the text, I have written texts saying that  
16     I am still trying to get ahold of the company about my  
17     water bill.

18          **Q.     Correct.**

19          A.     About trying to get it shut off.

20          **Q.     Okay. I have seen the texts that were**  
21     **provided to us today, where it says you are trying to**  
22     **get ahold for your bill. But did you ever send in a**  
23     **text or a letter or an e-mail that said, "South**  
24     **Duchesne, I would like to be placed on standby status"?**

25          A.     When I did actually ask about standby status,

1 Tosha Steed informed me that I am not able to go on  
2 standby status.

3 Q. Okay. That was --

4 A. My opinion that that's why they are avoiding  
5 me and not wanting to return my phone calls or messages,  
6 is because I am requesting to go on standby status, and  
7 they are not wanting or allowing me to.

8 Q. Okay. Thank you. So you -- you talked with  
9 Tosha in May or June of 2017. But other than that, you  
10 have no record of any written request asking to be  
11 placed on standby status, correct?

12 A. Yeah. I have -- I have the written text  
13 messages stating that I am wanting to. Also, me not  
14 paying the bills, just because I want someone to contact  
15 me. That's how it had to come. No one at the office  
16 would contact me or have anything to do with me, if I am  
17 paying my bill on time and monthly on time.

18 Q. Okay. Mr. --

19 A. So I kind of --

20 Q. Mr. Houskeeper?

21 A. -- stopped paying the bill just so someone  
22 would contact me.

23 Q. Okay. Mr. Houskeeper, did you receive a copy  
24 of the written response to your formal complaint that  
25 our law firm submitted on September 27th; is that

1 correct?

2 A. Was it sent to me?

3 Q. Yes, it was.

4 A. How was it sent to me?

5 Q. It was sent via e-mail, and it's dated the  
6 27th.

7 A. From the -- from your office or --

8 Q. Yes, that is correct.

9 A. I didn't receive anything from your office  
10 directly, no.

11 Q. Okay. There's a copy of the pleading, and  
12 it's called South Duchesne Culinary Water's response to  
13 the formal complaint of Mr. Shane Houskeeper. It's  
14 dated September 27th, and it's shown that it was  
15 e-mailed to your e-mail address.

16 A. I'm going to pull it up here on the computer.  
17 So if I pull it up here on the computer, there is  
18 something in the docket, if I bring up the docket  
19 number.

20 Q. Yes.

21 A. There is something in there.

22 Q. For September 27th. You have read this  
23 document before, correct?

24 A. It's not been for -- it's not been for months,  
25 but yes, I have -- I have seen that.

1 Q. Okay. Page 2. It says that if Mr. Houskeeper  
2 can show us a proper request to disconnect, South  
3 Duchesne Culinary Water will disconnect the water and  
4 will make the adjustments to your bill. Since September  
5 27th, when you received this document, have you made any  
6 written request or phone call either to our law office  
7 or to South Duchesne requesting to be placed on standby  
8 and adjust your bill?

9 A. Yes. You actually had contacted me.

10 Q. I did. And I asked if we could --

11 A. Asked me about it, and you asked me what I  
12 would want.

13 (Talking at once.)

14 Q. -- resolve this and you said no. So we really  
15 can't probably go into trying to settle this. I am just  
16 asking, after September 27th, did you ever make a  
17 written request saying, "I want to be on standby, let's  
18 adjust the bill"?

19 A. Not a written, but a verbal. You actually  
20 called me.

21 Q. And you told me you would not agree --

22 A. And you asked me what I --

23 Q. -- did you not? You said you wanted to have a  
24 hearing. You refused to adjust the account. And you  
25 would not accept that proposal.

1           A.    No.  I offered -- I offered.  You asked me  
2   what would it take.  I told you what it would take.

3           **Q.    Okay.**

4           A.    And I was willing.

5                   MR. CRAPO:  Your Honor, I don't want to get  
6   into settlement discussions, because it was a monetary  
7   amount that he wanted that was exorbitant for what we  
8   felt.  At that point, I don't think it's appropriate to  
9   discuss the settlement.

10                   PRESIDING OFFICER HAMMER:  Mr. Houskeeper,  
11   settlement discussions are generally considered  
12   confidential and inadmissible, so it isn't appropriate  
13   for testimony about whatever offers were made or  
14   counteroffers were made to resolve this dispute to be  
15   heard by the commission.

16                   MR. HOUSKEEPER:  Okay.

17                   MR. CRAPO:  Your Honor, I have no further  
18   questions.

19                   MR. HOUSKEEPER:  Well, okay --

20                   MR. CRAPO:  Mr. Houskeeper, thank you very  
21   much.  I don't have any further questions.

22                   MR. HOUSKEEPER:  Was anything ever discussed  
23   after a certain date?  And yes, it was discussed.

24                   PRESIDING OFFICER HAMMER:  Thank you,  
25   Mr. Houskeeper.

1 MR. HOUSKEEPER: Okay.

2 PRESIDING OFFICER HAMMER: Mr. Crapo, would  
3 you like to call a witness?

4 MR. CRAPO: Yes, I would. I would like to, if  
5 it's appropriate, Your Honor, maybe proffer just general  
6 information that maybe isn't in dispute to give a  
7 background, and then on areas of dispute ask those  
8 questions and let the witnesses explain if that's  
9 appropriate with you.

10 PRESIDING OFFICER HAMMER: No, that's fine.  
11 We usually -- I should have asked if anyone wanted to  
12 give an opening statement. It's usually not something  
13 the parties before us are interested in doing. You will  
14 have an opportunity to close if you want. And, of  
15 course, now you can do the same.

16 MR. CRAPO: Why don't I just make a general  
17 opening statement with basic proffer information, and  
18 then for the things that are important that we think are  
19 in conflict based on what Mr. Houskeeper's presented,  
20 then I'll just ask Ms. Steed or Mr. Schnars to briefly  
21 testify about those items. Is that okay?

22 PRESIDING OFFICER HAMMER: Yes.

23 MR. CRAPO: As I have stated before, Your  
24 Honor, we are here representing South Duchesne Culinary  
25 Water. In the -- I just want to explain who South

1 Duchesne is and what the situation is in this particular  
2 matter. In the response that we filed on September  
3 27th, there is an attachment A, which is a copy of the  
4 tariff. At the back of the tariff there is a plat map  
5 for the Uintah and the DMR and the UMR, which is the  
6 Duchesne Mountain Ranches and Utah Mini Ranches. And  
7 you can see the map there of the facility.

8 About 2003 this tariff was filed and accepted,  
9 and the creation of the South Duchesne Culinary Water  
10 Inc., was created and began. They have approximately  
11 165, 167 cabins. Some of those cabins are occupied year  
12 around. Some of those are just recreational properties,  
13 or used as recreational properties.

14 So there's about 167 accounts that are open  
15 for the \$40 fee, which is the standard fee prior to  
16 usage. And then there are approximately, I am going to  
17 say 4 or 500 more that are undeveloped lots, that pay  
18 the standby fee. Just to give you a little bit of a  
19 background.

20 I have a couple of exhibits on the account of  
21 Mr. Houskeeper that were previously provided as  
22 responses by Ms. Tosha Steed, who is an assistant to  
23 Joan Steed, the president of the company. And probably  
24 it would be best for me just to ask a few questions of  
25 Joan Steed and let that be evidence, if that's okay.

1                   PRESIDING OFFICER HAMMER: Ms. Steed.

2                   MR. CRAPO: Can she stay here?

3                   PRESIDING OFFICER HAMMER: Yeah, that's fine.

4                               JOAN STEED,

5 called as a witness, having been first duly sworn, was  
6 examined and testified as follows:

7                   PRESIDING OFFICER HAMMER: Thank you.

8                   MR. CRAPO: Okay. I would like to, Your  
9 Honor, direct your attention to the response that was  
10 filed by Ms. Tosha Steed on the informal complaint. You  
11 have a copy of that, I believe.

12                   PRESIDING OFFICER HAMMER: I do.

13                   MR. CRAPO: And she has attached several  
14 exhibits where she would write a number and then circle  
15 it. And the first one is the account of Mr. Houskeeper.  
16 It's a one with a circle in the bottom corner. Do you  
17 see that?

18                   PRESIDING OFFICER HAMMER: Yes.

19                   MR. CRAPO: Okay. And so I'm going to give a  
20 copy to Ms. Steed, Joan Steed. And I'll just ask a  
21 couple of questions.

22                               DIRECT EXAMINATION

23 BY MR. CRAPO:

24               **Q. Ms. Steed, what's your position with South**  
25 **Duchesne Culinary Water?**



1 A. I am the president.

2 MR. CRAPO: Let's try this other mic.

3 A. Testing. I am the president of South  
4 Duchesne.

5 Q. (By Mr. Crapo) Very good. I have given you a  
6 document that's marked No. 1 to the response on the  
7 informal complaint. Have you seen that before?

8 A. Yes, sir.

9 Q. And do you know what it is?

10 A. It's a history of billing and payments.

11 Q. For which account?

12 A. Of the Housekeeper account. Lot 262 in Utah  
13 Mini Ranches subdivision.

14 Q. And I note at the bottom it has a date,  
15 September 1st, 2014, and it runs up to August of 2017.  
16 Is this just the -- shows the dates that there were  
17 invoices or payments made on his account?

18 A. Yes, sir.

19 Q. Okay. Could you just briefly explain for the  
20 hearing officer, what does this indicate to you  
21 generally, once you look at his account? Was he making  
22 consistent payments?

23 A. No. But I would like to step back for just a  
24 minute. The only way that we were able to find out who  
25 owned that home was for me to do a title search, because

1 we heard nothing from the new owners. Nothing had been  
2 done to the house. It's in pretty poor shape, which  
3 goes against the homeowners association in that area.  
4 There's never been any HOA fees paid as well.

5 But if we -- if he had made contact with us,  
6 or his closing attorney would made contact with us, we  
7 could have made them aware of the HOA, as well as the  
8 water company and what the criteria in which, you know,  
9 the property owner is supposed to go by.

10 At the beginning, my husband is the one who  
11 handled the majority of the issues or anything coming up  
12 with South Duchesne. But my husband passed in June  
13 2014, and so there were many things that I might not  
14 have been aware of that I thought, you know, I was doing  
15 correctly that may have been incorrect.

16 But at no point did we have any opportunity to  
17 welcome Mr. Houskeeper or have him aware of what we  
18 thought were the correct regs. And if we were  
19 incorrect, we surely would have found out what may have  
20 been incorrect and corrected them. But we had no  
21 opportunity. So we had to track this man down.

22 And the first opportunity I had to even know  
23 who he was was when I my daughter was talking with him.  
24 She had returned a call in May. And --

25 Q. Of 2017?

1           A.     And I shudder right now to thinking of the way  
2     he spoke with my daughter.  He was unaware --

3                   MR. HOUSKEEPER:  Pardon me.  What was that  
4     date and year?  Pardon me.

5                   MR. CRAPO:  It was late May or June of 2017.

6           **Q.     (By Mr. Crapo) It's the phone call you**  
7     **referred to in your complaint, where you say that Tosha**  
8     **Steed called you.**

9           A.     So --

10                  MR. HOUSKEEPER:  That was the first  
11     opportunity?

12                  PRESIDING OFFICER HAMMER:  Mr. Houskeeper.  
13     Mr. Houskeeper, unless you can't hear something that's  
14     said and you need it repeated, it's appropriate not to  
15     interrupt Ms. Steed while she testifies.  You will have  
16     an opportunity to ask her questions once Mr. Crapo is  
17     through.  Okay?

18                  MR. HOUSKEEPER:  Yeah.  Her -- her voice is  
19     kind of going in and out, and I just want to make sure,  
20     I am writing this down, and understanding what she is  
21     saying.

22           **Q.     (By Mr. Crapo) So Ms. Steed, you were talking**  
23     **about the phone call that was in May -- late May or**  
24     **early June of 2017.**

25           A.     Yes.

1           **Q.    And you were able to hear the phone call. Was**  
2   **it on speaker or --**

3           A.    Yes, sir. It was on speaker phone.

4           **Q.    Go ahead. Just explain what you were hearing.**

5           A.    Due to us having to investigate, do our own  
6   investigation and trying to find out who owned that  
7   home, and then getting no response after billing for  
8   months, we always have one or two of us with whichever  
9   company we are involved with, being a witness to the  
10   conversation. And so that's why I was sitting there  
11   when that conversation took place.

12                   And it was belligerent. He said my daughter  
13   was nothing but a little peon, That she had no say so.  
14   Probably making \$8 an hour, and that there was not a  
15   thing she could do about it. So what -- if he paid the  
16   bill, what were we going to do for him.

17                   And my daughter said, "Sir, I am telling you  
18   what is owed on the bill, and there is a serious  
19   delinquent balance on here and it must be paid.  
20   Otherwise, we will have to turn the water off."

21                   And then he said something to the effect about  
22   he should have been on a standby fee. And my daughter  
23   had told him that it was our understanding that if there  
24   was a home on the property, it would be a flat \$40 fee.  
25   And he said, "Well, there is a standby fee, and it's

1     only \$15 a month."

2                 She said, "Sir, if you actually thought there  
3     was a standby fee of \$15 a month, then why didn't you  
4     pay that?" And he had nothing to say.

5                 So anyway, there's more background to this  
6     than meets the eye, and I just thought it important that  
7     you know this. My husband and I put our life savings  
8     into this development, as well as into this water  
9     system. It cost millions of dollars, so that the people  
10    in the area would have water and they could live there  
11    on a full-time basis.

12                This is not a moneymaker. We're trying to  
13    just make sure there's enough funds there in order in  
14    case there's a big break. And so it's like a rural,  
15    almost like rural co-op due to that.

16                This is the first time we have had to turn  
17    someone off. We have two times and I have a few  
18    hearings, another hearing with basically the same thing,  
19    the same woman who did not want to pay for years. So I  
20    just hope you will take all of this into consideration,  
21    and if there's anything that we have done improper, we  
22    want to correct it. I don't want to have anything wrong  
23    with this, with our water company.

24                My husband spent a lot of time and money, and  
25    this was a big -- a big thing for him. He was very

1 proud of this water system, and it's a state of the art  
2 water system. There was nothing held back on making it  
3 the best it could possibly be. So please just take all  
4 of this into consideration if you would, sir. And when  
5 people don't want to pay, it's very difficult to make  
6 them pay, especially when they know how to work the  
7 system.

8 Q. So I just have one last question, Ms. Steed.  
9 On this bill where it shows the \$40 month a month, but  
10 then no payment coming in, that just indicates that  
11 Mr. Houskeeper was not making any payments until you see  
12 where it says a negative number, which would be a  
13 payment?

14 A. That's correct. And the negative number came  
15 in after the conversation where the procedure was  
16 explained what normally should happen in turning  
17 someone's water off. And if someone still doesn't pay  
18 and how would we go -- we would go about collecting  
19 those fees, and that would be through a lawsuit and a  
20 sheriff sale.

21 MR. CRAPO: Thank you. I'd like to ask  
22 Mr. Schnars a couple questions, if I could.  
23 Mr. Schnars, could you state your full name.

24 PRESIDING OFFICER HAMMER: I'm sorry. Before  
25 we proceed to Mr. Schnars, I'd like to allow --

1 MR. CRAPO: Cross-examination.

2 PRESIDING OFFICER HAMMER: Cross-examination,  
3 yes. Mr. Houskeeper, do you have any questions for  
4 Ms. Steed?

5 MR. HOUSKEEPER: Yeah. Yes. I have got a  
6 question.

7 CROSS-EXAMINATION

8 BY MR. HOUSKEEPER:

9 Q. She said the first time that she is able to  
10 communicate with me was between May and June of 2017.  
11 And as they stated and asked, I have owned the property  
12 since February of 2014. How or why is that the first  
13 time they are able to even speak or try to communicate  
14 with me?

15 PRESIDING OFFICER HAMMER: Do you understand  
16 the question, ma'am?

17 A. Yes, sir. Until I actually did a title  
18 search, which is timely and costly, we did not know who  
19 you were.

20 Q. (By Mr. Houskeeper) Okay. So when did you  
21 perform the title search? Was that the September of  
22 2014 or July of 2014?

23 A. Sometime before September the 1st, 2014.  
24 Sometime -- it looks like the first billing was --

25 Q. Okay.

1           A.    -- the 1st.

2           Q.    So you said the first time you were able to  
3   contact me was between May and June of 2017.  So if you  
4   knew who I was back in 2014, how come 2017 was the first  
5   time you was able to contact me or communicate with me?

6           A.    Because you had your old address.  You had the  
7   address of the -- excuse me.  You had the address of the  
8   property that you are never at.  And we don't receive  
9   mail at the development.  You only receive mail through  
10   the post office boxes in Duchesne or in rural addresses.  
11   They don't -- they don't deliver or pick up in the  
12   development.  And so I had to go to the recorder's  
13   office and search and find out who got the property  
14   after the foreclosure, and apparently it was you.

15          Q.    Okay.  But you received that, you are saying,  
16   sometime before September 2014.  But in your statement  
17   you said the first time you was able to contact me  
18   wasn't until May or June of 2017, approximately three  
19   years later?

20          A.    I said the first time I ever had with you was  
21   by that telephone call, and sir, I am talking so  
22   please --

23          Q.    Okay.  The other issue I have is, I have no  
24   knowledge if you were on speakerphone or not, but your  
25   statement of me calling her a peon is not true or even



1 asking what she got or even stating --

2 MR. CRAPO: Your Honor, that's not a question,  
3 and maybe he could just respond in his closing.

4 PRESIDING OFFICER HAMMER: Sustained.

5 Mr. Houskeeper, it's not appropriate to make statements.  
6 Your role right now is simply to ask questions that you  
7 have with respect to Ms. Steed's testimony. You will  
8 have an opportunity before we conclude to make any  
9 statements that you like. Do you have any other  
10 questions?

11 MR. HOUSKEEPER: Yeah. Yeah. I have a  
12 question.

13 Q. (By Mr. Houskeeper) I requested a statement  
14 of the payments received and the bills -- the payments  
15 received and the statements that were sent out. Upon  
16 purchasing or having the water turned on, I made a  
17 payment that I am not seeing on that. I do believe it  
18 was a hundred dollars connection fee, and I don't see  
19 that on your received payments.

20 MR. CRAPO: Is that a question?

21 Q. (By Mr. Houskeeper) Did you receive that  
22 hundred dollar check?

23 A. No.

24 Q. You didn't receive a hundred dollar check?

25 MR. CRAPO: I think it's been asked and

1 answered. She said no.

2 PRESIDING OFFICER HAMMER: Do you have more  
3 specific questions? Can you maybe help the witness  
4 understand when you sent that check or believe you sent  
5 it.

6 MR. HOUSKEEPER: I actually met up -- I gave  
7 it personally to Jeff Schnars.

8 MR. CRAPO: Do you recall when that was made,  
9 Mr. Houskeeper?

10 MR. HOUSKEEPER: That was made at the time  
11 that the water was turned on. That was part of their  
12 condition of having the water turned on and turned in my  
13 name.

14 MR. CRAPO: Was that in February, September,  
15 2014? Do you recall?

16 MR. HOUSKEEPER: That was in 2014. I don't  
17 have the exact date.

18 MR. CRAPO: Do you have the amount?

19 MR. HOUSKEEPER: \$100.

20 MR. CRAPO: Was it by chance part of that \$290  
21 paid in late November? Maybe part of that was a  
22 hundred.

23 MR. HOUSKEEPER: No. No, because I  
24 actually -- before water would even be turned on, I  
25 actually had to meet them out there in person, give them

1 the money in person, and then the water could be turned  
2 on and the account set up.

3 MR. CRAPO: But you think it was early 2014?

4 MR. HOUSKEEPER: Yes.

5 MR. CRAPO: Okay. We just don't show a record  
6 of it, Your Honor.

7 MR. HOUSKEEPER: I don't show record and I  
8 asked for a earlier record as well. I asked them, I  
9 said, there seems to be a few months not posted here.  
10 And also, the hundred dollar turn-on fee is not posted  
11 here. That was also in one of my responses. But we're  
12 not getting --

13 PRESIDING OFFICER HAMMER: Again, you are  
14 going to have to wait until Mr. Crapo is done putting on  
15 his evidence. You had an opportunity to explain to the  
16 commission any basis you had for your complaint and make  
17 any statement. Now it is Mr. Crapo's turn. You will  
18 have an opportunity before we conclude if you want to  
19 state anything else. You will absolutely have that  
20 chance. But I just want to --

21 MR. HOUSKEEPER: I apologize. I'm not sure  
22 exactly how --

23 PRESIDING OFFICER HAMMER: No, that's fine.

24 MR. HOUSKEEPER: -- the proceedings are --

25 PRESIDING OFFICER HAMMER: Do you have any

1 other questions for Ms. Steed? Do you have any other  
2 questions for Ms. Steed?

3 MR. HOUSKEEPER: Yeah, I have a question.

4 Q. (By Mr. Houskeeper) Did they have a person or  
5 company that they employed that they actually had to let  
6 go because they would not return phone calls or have  
7 correct billing issues?

8 A. We did employ Gomez, Gomez Incorporated. They  
9 handled the books. And I believe it was -- it was  
10 either March or April of 2016 until May, 2017. And no,  
11 the reason that we actually did that was because my  
12 daughter and I were in a horrific accident, and we both  
13 had brain injuries. But then we got better and felt  
14 capable, and got the books back.

15 And she did make a couple of mistakes, like  
16 sending the mail out maybe too soon or something to that  
17 effect. But nothing that would have -- I don't think  
18 have anything to do with this account.

19 Q. So you don't remember when you was on speaker,  
20 on the phone call, your daughter saying that Gomez  
21 should have actually charged me late fees every single  
22 month, and maybe even should have closed the account.  
23 And that Gomez, had she been doing her job right, then I  
24 would actually have been charged, billed monthly with  
25 the late fees?

1 A. No, sir, I don't remember that.

2 Q. Okay. But you do admit that you had some  
3 issues with that person or slash company, with the  
4 billing?

5 MR. CRAPO: I think it's been asked and  
6 answered. She said there were a couple of things that  
7 were sent out, maybe late or early, but nothing aware of  
8 this account.

9 PRESIDING OFFICER HAMMER: I'll overrule the  
10 objection. When she said she -- I was even unclear  
11 whether she was referring to Tosha or to this contracted  
12 service. So if she could clarify that.

13 MR. CRAPO: You mean Gomez Incorporated?

14 PRESIDING OFFICER HAMMER: Right.

15 MR. CRAPO: Okay. So that clarification, were  
16 there any -- so the question is, were there any mistakes  
17 that she is aware that Gomez Incorporated made?

18 PRESIDING OFFICER HAMMER: Right.

19 MR. CRAPO: Okay.

20 A. There were a couple of mistakes. And it  
21 appeared that during that period of time the people that  
22 did not want to pay, that's when they had a heyday.

23 Q. (By Mr. Houskeeper) A heyday. Could  
24 elaborate on that? I don't understand.

25 A. Trying to take advantage of other people when

1 they are not in a position to take care of themselves.

2 **Q. So there was other people --**

3 A. No. No, I am talking about you, and I am  
4 talking about the water company.

5 (Talking at once.)

6 PRESIDING OFFICER HAMMER: I'm sorry. Did you  
7 have a question. Mr. Houskeeper?

8 **Q. (By Mr. Houskeeper) Yeah. Was there other**  
9 **people then that had issues with the billing --**

10 A. No.

11 **Q. -- or any issues of the late fees or --**

12 MR. CRAPO: I don't know if I understand the  
13 question. The question is, is there anybody else, any  
14 other customers that had a problem with the billing  
15 during this time period? Is that the question?

16 MR. HOUSKEEPER: Yes. Or any other issues  
17 with late fees.

18 MR. CRAPO: Take them one at a time. Did  
19 anyone else have any issues about the billing during  
20 this time?

21 A. The only other person that I can think of is  
22 the one we are going to have a hearing on. And I don't  
23 know that I am at -- in a position to give that name.  
24 It might be her privacy.

25 PRESIDING OFFICER HAMMER: It's public record.

1           A.     The Olsens.

2                   PRESIDING OFFICER HAMMER:   Any other  
3 questions, Mr. Houskeeper?

4                   MR. HOUSKEEPER:   Yeah.

5           **Q.     (By Mr. Houskeeper)   Another question about**  
6 **standby.   What is your ruling as far as the standby?**  
7 **Is -- are people able to go there upon request, or if**  
8 **they have a building on the property?   Or only people**  
9 **that have raw land are able to go on standby?**

10           A.     It was my understanding, as I explained the  
11 situation of when I was actually in charge of everything  
12 after my husband passed, it was our understanding at the  
13 beginning is that with a home on it, it was the \$40.  
14 And then if it were land, it was \$15 per month.   That's  
15 an accessibility fee because the water's at the road.  
16 What was the other one?

17                   But I later found out that it is allowed to  
18 have a -- the \$15, but we must have that in writing.

19           **Q.     So would it -- so would it be safe to say that**  
20 **everyone that has maybe requested prior to me, or prior**  
21 **to when you found out or understood that they are able,**  
22 **has been denied?**

23                   MR. CRAPO:   Objection.

24           **Q.     (By Mr. Houskeeper)   To go on standby?**

25                   MR. CRAPO:   Objection.   Assumes that other

1 people have made requests. You might just want to ask  
2 if anybody else has made a request.

3 PRESIDING OFFICER HAMMER: The objection is  
4 sustained.

5 **Q. (By Mr. Houskeeper) Has anyone to your**  
6 **knowledge made a request?**

7 A. No. Because the majority of the people who  
8 own property there make contact with us immediately or  
9 we -- we are actually the people who sold them the  
10 property. And at the beginning, you know, we make them  
11 aware of what the fee is per month and what the turn on  
12 water fee is, and if it should have to be turned off and  
13 the regulations on that. So everybody was happy to have  
14 city water, you know, in a rural area where nobody else  
15 has. So no, we --

16 **Q. You say at the beginning you would let them**  
17 **know what the fees are. So then at the beginning you**  
18 **were telling them, since they had a cabin on the**  
19 **property they had to pay the 40, and they were not able**  
20 **to go on standby then?**

21 A. No.

22 **Q. So you were -- so then you were telling them**  
23 **that they are able to go on standby?**

24 A. Let me just say that no one's asked for  
25 standby.



1           Q.    Okay.  But you just told me you are saying  
2   that you told the people that purchased the properties  
3   from you, most of them have purchased from you, and you  
4   had told them the rules and regulations and the fees,  
5   what the fees would be.  And you had told them they are  
6   not able to go on standby, that they had to pay the 40.  
7   That's what I am asking you.  You told -- you said you  
8   had stated you told them of the fees?

9           A.    Which we actually did, when we started the  
10  water company, and we were required to do this, we had  
11  to send the regulations out to every -- everyone who was  
12  going to be using water, and that's what we did.  So  
13  everybody had, they had more information than I did.  
14  Because I wasn't the one who was actually over  
15  everything at the time.  My husband was.

16          Q.    So are you saying that it's possible then that  
17  people were misinformed during that two or three year  
18  period?

19          A.    No, I don't think so.

20          Q.    But you are admitting you thought the rule was  
21  is that if you had a building on there, you could not go  
22  on standby?

23               MR. CRAPO:  Your Honor, she has already  
24  answered that question.

25               PRESIDING OFFICER HAMMER:  Sustained.  She did

1 answer that question, Mr. Houskeeper.

2 MR. HOUSKEEPER: Okay.

3 PRESIDING OFFICER HAMMER: And she answered it  
4 affirmatively, that she had a misunderstanding.

5 MR. HOUSKEEPER: Okay.

6 PRESIDING OFFICER HAMMER: Do you have any  
7 other questions?

8 MR. HOUSKEEPER: Yeah. I have a question,  
9 Your Honor, for her.

10 Q. (By Mr. Houskeeper) As a response they said  
11 that I had not filled out -- or that -- not that I had  
12 not filled out, but you did not have on file a copy of a  
13 signature has -- I'm trying to see what the exact  
14 terminology that you had used.

15 When someone actually opens up an account, is  
16 there something you guys have on file in record that you  
17 have people fill out, like an address form and stuff  
18 like that?

19 PRESIDING OFFICER HAMMER: I'll go ahead and  
20 restate your question for you if you don't mind,  
21 Mr. Houskeeper. I believe what Mr. Houskeeper is asking  
22 is whether or not there are typical documents that are  
23 used when a customer opens an account, and whether you  
24 have any record of such documents with respect to  
25 Mr. Houskeeper.

1           A.     There -- there is a water agreement that  
2     everyone signs. An operator signs it as well, which  
3     states what the fees are and such. No, he doesn't have  
4     any because he never would come in. This about, you  
5     know, his mother and all, I don't know if that's true.  
6     I haven't had any truth on his account for a long time.

7           **Q.     (By Mr. Houskeeper) My question is, is there**  
8     **such an agreement? And I guess the answer is yes, there**  
9     **is an agreement that you have the customers sign when**  
10    **they open an account?**

11          A.     That's what I said. I said yes, there is an  
12    agreement.

13          **Q.     Okay. Do you have a copy of my agreement?**

14          A.     You never signed an agreement.

15          **Q.     Okay. So since -- so my question is, is since**  
16    **February of 2014, until December of 2017, have you ever**  
17    **contacted me or tried to mail me an agreement or asked**  
18    **me to sign an agreement?**

19          A.     My first meeting you was listening to your  
20    conversation on the phone. We did not know --

21          **Q.     That's not the question. The question is, is**  
22    **have you?**

23                 MR. CRAPO: Maybe -- I might just clarify.  
24    You mean somebody at the company, not Ms. Steed  
25    personally herself?

1 MR. HOUSKEEPER: Well, since she's the  
2 president, she may have done it. But has she herself or  
3 somebody at the company done it, correct.

4 MR. CRAPO: Just to clarify, because I think  
5 she is trying to clarify that the first time she  
6 personally talked with you or heard your voice was in  
7 2017. But I think your question was more general,  
8 Mr. Houskeeper. Has anybody in the company, you know,  
9 either Tosha Steed or Jeff Schnars, or anybody else,  
10 have they ever offered you or provided you with a copy  
11 of the agreement? Is that where you were going?

12 MR. HOUSKEEPER: Yes, sir.

13 MR. CRAPO: Okay. If she knows, she can  
14 answer. If not, maybe Mr. Schnars could answer. If you  
15 know.

16 THE WITNESS: He was what?

17 MR. CRAPO: Do you know if any of the  
18 employees or officers of the company ever sent him a  
19 copy of the water agreement? In 2014.

20 THE WITNESS: No.

21 MR. CRAPO: Or '15?

22 THE WITNESS: No, because we hadn't -- we were  
23 at the point -- you know, this water system is extremely  
24 important. What I mean by that is, it deals with  
25 people's lives. I just don't think about turning water

1 off. That's the last thing we do, and people have to be  
2 really behind or a real problem or selling water to  
3 somebody else.

4 This is -- I know it's a serious situation  
5 with the water system, because of the water scarcity  
6 here, and because of people's lives. And so this is  
7 very important to me. And we don't just send contracts  
8 out. We don't just take phone calls and somebody says I  
9 want to, I don't know that that's you on the phone. We  
10 need a letter. I need something to cover what I am  
11 getting ready to do and say well, this was the request,  
12 and this request was approved. And we sent him a return  
13 letter saying so.

14 So there's a little bit more to it than just  
15 buying a house, knowing there's HOA, which is of record  
16 there in the County, as well as South Duchesne Culinary  
17 Water. Every title company knows that. And I sure  
18 would like to know who closed your property.

19 **Q. (By Mr. Houskeeper) That's exactly the point I**  
20 **am trying to make is, I met a representative in person**  
21 **at the property, from South Duchesne Water, gave them a**  
22 **hundred dollar turn-on fee.**

23 MR. CRAPO: Your Honor, I think this isn't a  
24 question. If he can formulate a question that she knows  
25 about, we'll be happy to respond.

1                   PRESIDING OFFICER HAMMER: Absolutely. And  
2 I'll grant a little latitude because the complainant is  
3 here pro se. Was it Mr. Jeff Schnars that you recall  
4 meeting with, sir?

5                   MR. HOUSKEEPER: Yes, sir.

6                   PRESIDING OFFICER HAMMER: Okay. Well, I  
7 believe that Mr. Crapo's intention is to ask Mr. Schnars  
8 some questions. So perhaps the questions you have with  
9 respect to that conversation will be better directed at  
10 that witness. Is that okay?

11                  MR. HOUSKEEPER: Okay.

12                  PRESIDING OFFICER HAMMER: Do you have any  
13 other questions for Ms. Steed?

14                  MR. HOUSKEEPER: Not at this time, sir. Thank  
15 you.

16                  PRESIDING OFFICER HAMMER: Okay. Thank you.

17                  MR. CRAPO: Thank you, Your Honor. We'd like  
18 to ask just a few questions of Mr. Schnars, and then  
19 allow Mr. Houskeeper to follow up. Do you have any  
20 questions before that?

21                  PRESIDING OFFICER HAMMER: I do. And with the  
22 caveat that if these questions are better directed to  
23 Mr. Schnars, then that's fine, and I'll reserve them.

24                                   EXAMINATION

25 BY PRESIDING OFFICER HAMMER:

1           **Q.    Ms. Steed, does the utility have a voice**  
2   **messaging service of some sort?**

3           A.    Yes, sir, we do.

4           **Q.    Does the utility employ individuals who are**  
5   **available to take phone calls during regular business**  
6   **hours?**

7           A.    We're able to take calls 24 hours a day. We  
8   do have an answering service, but on the answering  
9   service, it gives the emergency number. But what we  
10   have been doing recently is, if we are not in the  
11   office, we'll kind -- if someone calls the water number,  
12   it will go -- it will go to the operator. So we know  
13   that somebody gets it immediately and then they contact  
14   us and let us know where the problem may be.

15          **Q.    Okay. If it's not with respect to service, if**  
16   **a customer has a billing question, are those calls**  
17   **forwarded to you immediately as well or someone you**  
18   **employ?**

19          A.    Well, it would be -- it would have been left  
20   on a different phone number. The main number into the  
21   office is 738-6400. The water company number is  
22   738-6200.

23          **Q.    Okay. So if I am a customer and I have a**  
24   **question about my bill, which number do you expect me to**  
25   **call?**

1 A. You would call the main office number.

2 Q. Okay. Which is the 6400?

3 A. And that's on the bill.

4 Q. Okay. And is there someone there during  
5 regular business hours?

6 A. We're there 24 hours, because it's a family  
7 deal. I mean --

8 Q. So it goes to a cell phone?

9 A. Yes. Yes. It goes to the operator, which is  
10 a cell phone. And then he contacts us immediately,  
11 regardless of what it may have to do with.

12 Q. Do you recall receiving any voice mail  
13 messages from Mr. Houskeeper?

14 A. No.

15 Q. Is there a policy of charging a hundred dollar  
16 connection fee for new customers?

17 A. Yes, that was the policy. That and the first  
18 month's water.

19 Q. And this is really for context and background  
20 for me, and if you don't know the answers, that's fine.  
21 Mr. Crapo can help me out. When one of the properties  
22 changes hands, how is the new owner notified of the  
23 water utilities expectations?

24 A. Their realtor should tell them. All they have  
25 to do is pull up the subdivision on the county website,



1 and they can pull up the lots and, you know, it pulls up  
2 the homeowners association. It pulls up South Duchesne  
3 is the water provider.

4 Q. There's been a reference, I apologize. I  
5 think you maybe made a reference to the HOA several  
6 times. Are there things in the CC&Rs for the HOA that  
7 reference the water utility? Are there interlinking  
8 obligations between the water agreement and the HOA?

9 A. Well, there is as far as, you know, recordings  
10 in the county, with the county. There, like I say, the  
11 realtor, whoever the realtor or the closing should have  
12 known to tell them.

13 What we have had happening recently, sir, over  
14 the last year, well, since my -- our accident, some  
15 people have transferred properties. Many of them were  
16 quitclaims. This one was a foreclosure, I believe. But  
17 many of them were quitclaims where when someone gets a  
18 quitclaim, as you are aware, it doesn't erase, you know,  
19 anything that may be on that property that's still  
20 owing. It isn't a warranty deed.

21 Anyway, they are trying to get under the wire,  
22 if you will. That's the only way I can explain it, to  
23 where we don't even know who they are. The title  
24 companies in the area are aware, because we have sent  
25 them letters. And now with all the realtors actually

1 have a welcome letter to whomever is interested in the  
2 subdivision, and it gives information about the HOA as  
3 well as the water company and the contacts and the phone  
4 numbers and everything.

5 Q. Is your utility now, or has it in the past,  
6 attempted to recover sums from Mr. Houskeeper that were  
7 accrued by the former owner?

8 A. Oh, no, no, no. The bank the paid the former  
9 owner -- paid the former owner's fees.

10 PRESIDING OFFICER HAMMER: I have nothing  
11 else. Do you have any redirect?

12 MR. CRAPO: No. Just -- well, maybe just to  
13 clarify.

14 REDIRECT EXAMINATION

15 BY MR CRAPO:

16 Q. There is a homeowners association and there is  
17 a water company, correct?

18 A. Completely separate. Two different  
19 corporations.

20 Q. Okay. But they are -- there is recorded  
21 documents for both and their obligations on file with  
22 the county?

23 A. Yes. Yes.

24 Q. Okay. Just want to make sure, they are  
25 separate and distinct?

1           A.     They are.

2                   MR. CRAPO:   Okay.   We have a few questions for  
3   Mr. Schnars.

4                           JEFFREY LYNN SCHNARS, JR.,  
5   called as a witness, having been first duly sworn, was  
6   examined and testified as follows:

7                                   DIRECT EXAMINATION

8   BY MR. CRAPO:

9           Q.     Thank you.   Mr. Schnars, could you state your  
10   full name for the record, please.

11           A.     Jeff Schnars.   Jeffrey Lynn Schnars, Jr.

12           Q.     Thank you.   And how long have you been  
13   employed at South Duchesne Culinary Water?

14           A.     Since 2003.

15           Q.     And what is your position with the water  
16   company?   What's your job?

17           A.     I am the water operator.

18           Q.     And what are your duties as being the water  
19   operator?

20           A.     Turning water on and off, running tests, doing  
21   bacteriological test, lead, copper tests.   Disinfect  
22   by-products.   Make sure the tanks are full.   Driving the  
23   lines to make sure there's no leaks.

24           Q.     And do you have a license or certification  
25   from the Utah Department of Environmental Quality and

1 the division of drinking water?

2 A. Yes, I am a certified water operator.

3 Q. And does that authorize you to do these types  
4 of duties for culinary water district?

5 A. Yes, it does.

6 Q. Do you recall the first time you received any  
7 contact from Mr. Houskeeper?

8 A. I believe it was November of 2015.

9 Q. Okay. And did you receive a couple of text  
10 messages from him in November?

11 MR. HOUSKEEPER: Pardon me. I didn't hear  
12 that date.

13 MR. CRAPO: November 2015.

14 A. November 2015.

15 Q. (By Mr. Crapo) So did you receive a text or a  
16 phone call from him in November of 2015?

17 A. Yes, I did.

18 Q. Okay. And do you have copies of those text  
19 messages?

20 A. I do on my phone.

21 Q. And do you have that phone with you?

22 A. Yes, I do.

23 MR. CRAPO: Could you -- Your Honor, I'd just  
24 like to verify the phone records for Mr. Schnars, and  
25 maybe he could show those to you. We don't have a copy.

1 But he could show what he's received from Mr. Houskeeper  
2 that tie to the ones that we talked about before. Would  
3 that be allowable?

4 PRESIDING OFFICER HAMMER: I don't think it  
5 would be appropriate for me to review something that  
6 isn't going to be admitted into evidence.

7 MR. CRAPO: Okay.

8 PRESIDING OFFICER HAMMER: He is welcome to  
9 refer to it.

10 MR. CRAPO: I'll just ask. I'll just ask.

11 PRESIDING OFFICER HAMMER: Sure.

12 **Q. (By Mr. Crapo) What's the first date you**  
13 **received any text message from Mr. Houskeeper? And**  
14 **you're referring to your telephone right now?**

15 A. Yes, I am referring to my cell phone.

16 **Q. And have you erased anything off your cell**  
17 **phone?**

18 A. No, sir. First text message I got was on  
19 November 7th, 2015, at 11:08 a.m.

20 **Q. And what was the message?**

21 A. He actually tried calling me, and I was on a  
22 roof and I texted him back. "Sorry, I can't talk right  
23 now. How can I help"?

24 **Q. What was the response from him?**

25 A. "There is a water key to shut off the water."

1 My text back to him was, "Thanks for letting me know."  
 2 He says, "I should be able to get it myself, but I will  
 3 let you know if I can't." I put, "Sounds good."

4 On November 8th it states, "I got it shut  
 5 off."

6 **Q. And who wrote that?**

7 A. That was from Mr. Houskeeper. After that, I  
 8 just text back in, "Okay." And then on the 11th,  
 9 Mr. Houskeeper, "Thanks Jeff for talking with me. Call  
 10 me in the next day or two when you're available to talk  
 11 more. Thanks, Shane."

12 **Q. And do you have any other communications?**

13 A. I have nothing else on my phone at all.

14 **Q. Did you meet with Mr. Houskeeper out at his  
 15 property in November of 2015?**

16 A. Yes, I did.

17 **Q. And why did you go meet him out at the  
 18 property?**

19 A. I believe it was to turn his water on and make  
 20 sure there was no leaks under his house.

21 **Q. And so you met at the property?**

22 A. Met at the property.

23 **Q. And you met Mr. Houskeeper and introduced  
 24 yourself?**

25 A. Yes.

1 Q. And then what did you do while you were there?

2 A. Turned on the water. Crawled down in the  
3 crawl space, made sure there was no leaks or anything  
4 like that, because with the water on, I do not want to  
5 drain our system or flood one of our customer's houses,  
6 you know, on a accidental situation. South Duchesne  
7 will not turn on water unless there is someone available  
8 at the house.

9 Q. Okay. So you inspected the house, went down  
10 in the crawl space, checked for any leaks, and when you  
11 say "turned on the water," did you turn on the water at  
12 the meter, which is the South Duchesne meter box --

13 A. Yes.

14 Q. -- or at a valve under the house?

15 A. South Duchesne meter box.

16 Q. Okay. So before then it was turned off?

17 A. Yes.

18 Q. And do you know why it was turned off?

19 A. I don't ever think it was ever turned on. I  
20 don't know.

21 Q. Do you know -- so you think between 2014, when  
22 he acquired the property, until November of '15, it was  
23 shut off?

24 A. I believe so, yes.

25 Q. Okay. All right. So you turned it on in

1     **November of 2015?**

2             A.     Yes.

3             **Q.     Did -- have you turned it off since then?**

4             A.     Nope. Have not even been to the house,  
5     touched the meter until the other day when I took a  
6     picture of the meter showing it was turned off.

7             **Q.     So you went and looked at the meter last week?**

8             A.     Yes, on Wednesday.

9             **Q.     And was the valve on or off?**

10            A.     It was off.

11            **Q.     Do you know who turned it off?**

12            A.     I -- Mr. Houskeeper from the text that I have  
13     got.

14            **Q.     Well, so you think the text received back in**  
15     **November of '15 where he says, "Hey, I turned it off,"**  
16     **you think that's when he turned it off and it's been**  
17     **turned off since then?**

18            A.     I believe so, yes.

19            **Q.     Okay. You don't know if it's been on or off**  
20     **between then, but it's at least off now?**

21            A.     I have not turned it on or off between then.

22            **Q.     Okay. Mr. Houskeeper states in his complaint**  
23     **that he talked to you about going on a standby fee of**  
24     **\$15 in November of 2015. Did he ask you about that?**

25            A.     He has -- the conversation was, was there



1 another fee that's paid, and I told him there was a  
2 standby fee for empty lots, and he would need to speak  
3 to the office.

4 Q. So you directed him to talk to the office if  
5 he had concerns about that?

6 A. Yes.

7 Q. Did you ever tell him, "Oh, you can have the  
8 \$15 standby fee, I'll make that change for you"?

9 A. No, I have no authority to do that.

10 Q. So you expressly told him to call the office?

11 A. Yes, call the office.

12 Q. After -- do you know if he ever called the  
13 office? Are you aware -- you have to be personally  
14 aware. Were you aware if he ever called the office?

15 A. I am not aware, no.

16 Q. Did he ever call you or talk to you again, or  
17 text you and ask about standby fees after November of  
18 2015?

19 A. Not that I -- not that I see, no.

20 Q. Okay.

21 A. And if he did, it would have been directed the  
22 same way, call the office. I am the field operator. I  
23 do not work in the office. I work out in the field.

24 MR. CRAPO: Your Honor, I'd like to just give  
25 an exhibit. It's a picture of his cabin, just so you

1 have context of what we are talking about. May I  
2 approach?

3 PRESIDING OFFICER HAMMER: Yes.

4 MR. CRAPO: One for the record and one for the  
5 judge.

6 Q. (By Mr. Crapo) Mr. Schnars, I have handed you  
7 a photograph. Can you identify this photograph?

8 A. Yes, this is Lot 262 of the Utah Mini Ranches,  
9 Phase 6, which is currently owned by Shane Houskeeper.

10 Q. And did you take this picture?

11 A. Yes, I did.

12 Q. And when did you take this picture?

13 A. I took that picture on Wednesday. Last  
14 Wednesday.

15 Q. So is this picture a fair representation of  
16 the cabin owned by Mr. Houskeeper in its current  
17 condition?

18 A. This is a picture of the exact representation  
19 of Mr. Houskeeper's house.

20 MR. CRAPO: I'd like to approach with one  
21 other photograph, Your Honor.

22 MR. HOUSKEEPER: Your Honor.

23 PRESIDING OFFICER HAMMER: Yes,  
24 Mr. Houskeeper. Yes, Mr. Houskeeper.

25 MR. HOUSKEEPER: I object to what the

1 condition may or may not be. We're actually stating  
2 here what the rules and regulations are of the South  
3 Duchesne Water company, not what may the condition or  
4 what the property is.

5 PRESIDING OFFICER HAMMER: I don't know the  
6 purpose of these exhibits yet, and there hasn't been any  
7 questions even asked or nor have they been moved to be  
8 admitted. He simply distributed them. You -- it's  
9 inconvenient I understand.

10 MR. HOUSKEEPER: I want to know what the  
11 relevance of that would be.

12 PRESIDING OFFICER HAMMER: Well, I'm going to  
13 give Mr. Crapo an opportunity to explain that.

14 MR. CRAPO: Just so you know, Your Honor and  
15 Mr. Houskeeper, the only purpose for these photographs  
16 is just to give a feel of what we're talking about. And  
17 I only asked if it's the current condition so you are  
18 aware of what it is now. I'm not making any argument or  
19 allegation of quality or lack of quality. Just, is it  
20 accurate as a picture.

21 And the reason I wanted to present it is just  
22 to show it is a cabin. It is located in Utah Mini  
23 Ranches. It is unoccupied. And just so you have a  
24 flavor of what we're talking about, it's not a residence  
25 in South Sandy, something like that. Okay.

1           Q.    (By Mr. Crapo) And so I just want to go to  
2   the next picture, and can you identify this picture,  
3   Mr. Schnars?

4           A.    This is a picture of Mr. Houskeeper's water  
5   meter. You have the top of the meter, and then over  
6   here in the top left-hand corner you see where the valve  
7   is, and it is in the position of off position, which is  
8   crossing the actual pipe.

9           Q.    And did you take this picture?

10          A.    Yes, I did.

11          Q.    And where is this box located in relationship  
12   to the house picture we looked at?

13          A.    It is --

14          Q.    Cabin.

15          A.    -- located probably 200 feet east of the  
16   house. Directly east of the house. I was actually  
17   standing at the meter when I took this picture.

18          Q.    Okay. And you say the meter is in the off  
19   position?

20          A.    Meter is in the off position.

21          Q.    And did you turn that into off position?

22          A.    No, I did not.

23               MR. CRAPO: Okay. Your Honor, I'm just going  
24   to ask for admission of these two doc -- these two  
25   photographs just as background information. The meter

1 is currently in off position. Mr. Schnars did not put  
2 it in off position, and it just shows generally where  
3 it's located in relation to the property in Uintah Mini  
4 Ranches -- or Utah Mini Ranches, excuse me.

5 PRESIDING OFFICER HAMMER: They are admitted,  
6 thank you.

7 MR. CRAPO: Your Honor, I don't have any  
8 further questions for Mr. Schnars at this time. Open it  
9 up for cross-examinations. I may have a follow-up  
10 depending on the questions.

11 PRESIDING OFFICER HAMMER: Mr. Houskeeper, do  
12 you have any cross-examination for Mr. Schnars?

13 MR. HOUSKEEPER: Yes, I do, please.

14 PRESIDING OFFICER HAMMER: Go ahead.

15 CROSS-EXAMINATION

16 BY MR. HOUSKEEPER:

17 Q. Mr. Schnars, you say the first time that you  
18 had met me was November the 7th, 2015; is that correct?

19 A. That was the day I met you to turn your water  
20 on, yes, sir.

21 Q. Okay. But I do believe that the counsel had  
22 asked when was the first time that you had met me.

23 A. I cannot recall. I believe that was the first  
24 time.

25 Q. Yeah. I think that's what you told the

1 counsel was the first time you had met me was November  
2 7th, 2015, to turn on the water. And I just want to  
3 clarify and make sure, didn't you meet me in 2014 in  
4 actuality, in the summer of 2014 to turn the water on?

5 A. I cannot be sure.

6 Q. When in fact, I had met you before in 2014 to  
7 turn the water on?

8 MR. CRAPO: Do you remember?

9 A. I don't remember.

10 Q. (By Mr. Houskeeper) Okay. Do you remember in  
11 actuality November 7th, 2015, you were supposed to meet  
12 me out there to turn the water off and not actually turn  
13 the water on?

14 A. No, I don't recall that.

15 Q. For the winter. Okay. You have told the  
16 counsel that you came into my property and that you  
17 turned the water off; is that correct? In 2015?

18 A. No, sir. I turned it on.

19 Q. You turned it on. Wouldn't you say most  
20 customers that don't reside there year-round would  
21 actually turn the water off?

22 MR. CRAPO: Objection. It calls for  
23 speculation of other individuals.

24 PRESIDING OFFICER HAMMER: Overruled. In your  
25 experience, is it a more common practice among

1 customers? You can answer the question.

2 A. Common practice among customers is if they  
3 leave the water on at the meter and if they are going to  
4 shut their water off, they will shut it off underneath  
5 the house where there is a shutoff valve, not contact  
6 South Duchesne and have them shut it off.

7 Q. (By Mr. Houskeeper) I guess my question is,  
8 wouldn't customers traditionally shut it off for the  
9 winter, that are not staying there, and then turn it  
10 back on in the summer?

11 MR. CRAPO: Asked and answered.

12 PRESIDING OFFICER HAMMER: Sustained.

13 MR. HOUSKEEPER: Okay. Apologize. I couldn't  
14 really hear. I just want to make sure it was clear.  
15 Your Honor, I don't know -- I just want to -- I don't  
16 know how I do it, but I think he's got his timelines  
17 backwards, not purposely, but I think he's got his  
18 timelines. Is there any way that I would bring that up  
19 and maybe he could refresh his memory?

20 PRESIDING OFFICER HAMMER: Well, you can ask  
21 him a question, which you have done, and I think as far  
22 as I can tell, it appears that you have a difference of  
23 agreement or a difference in terms of your recollection.  
24 I don't -- if you have a document you could offer to  
25 show him that you submitted to the commission, we could

1 put it in front of him and let him review it.

2 Q. (By Mr. Houskeeper) Okay. Mr. Schnars, do  
3 you remember meeting me out there for the first time in  
4 2014 and me giving you a check for a turn-on?

5 A. Mr. Houskeeper, as I said, I only remember  
6 meeting you out there on November 7th, to turn your  
7 water on.

8 Q. Okay. Because in your text, you said you had  
9 the text messages, and it said, "I got the water turned  
10 off." Is that correct, in your text messages?

11 A. That you got the water turned off, sir.

12 Q. Correct. So my question is to you is why  
13 would you come in on the 7th and then turn it back on,  
14 if it looked like the whole thing we were trying to  
15 accomplish is to get the water shut off?

16 A. Mr. Houskeeper, on the 7th, I turned the water  
17 on for you. On the 8th is when you said you got the  
18 water turned off, due to the text messages between you  
19 and I.

20 MR. HOUSKEEPER: Your Honor, I'm going to  
21 refer to the papers. I'm looking for those text  
22 message.

23 PRESIDING OFFICER HAMMER: That's fine. Take  
24 your time.

25 Q. (By Mr. Houskeeper) So on November the 7th,



1 on a text message, it says at 11:09 a.m., November the  
2 7th, 2015, "Jeff, is there someone that can shut my  
3 water off tomorrow," question mark. Do you show that  
4 message?

5 A. No, sir, I do not show that message.

6 Q. Do you have that submitted to you there as the  
7 court there?

8 MR. CRAPO: Your Honor, there is a copy of the  
9 page that was given to me. It's not identified. It's  
10 just November 7th, 2015, 11:09 a.m., and there's a green  
11 box that says, "Is there someone that can shut my water  
12 off tomorrow"? I'll pass it to Mr. Schnars.

13 A. I have never received this message. See, I am  
14 seeing on the documents that he is sending, I have got  
15 two different things up here on the top. I got one that  
16 says "Jeff Duchesne cabin," and one that just says  
17 "Jeff."

18 PRESIDING OFFICER HAMMER: Mr. Houskeeper,  
19 he's answered the question.

20 Q. (By Mr. Houskeeper) So you cannot remember  
21 that I was requesting to have the water shut off and  
22 that you couldn't make it there, but you was there and  
23 you left the key at the meter?

24 A. I believe I have --

25 Q. To enable me to shut it off myself, since you

1 weren't able to make it?

2 A. I believe I forget that key there when I  
3 turned it on on the 7th, because I was in process of  
4 doing a roof.

5 Q. Mr. Schnars, when you meet somebody out there  
6 for the first time, do you accept checks or money for  
7 water turn-ons?

8 A. Do I?

9 Q. Yes, sir.

10 A. I try not to accept anything for the company.  
11 I usually try and make everything be mailed into the  
12 company.

13 Q. But as an extenuating circumstances, have you  
14 taken a payment?

15 A. Yes.

16 Q. Do you know if my water was on in 2014 at all?

17 A. I do not know that because I am not the one --  
18 I can't answer that question. I do not know.

19 Q. You do not know. Was you employed in 2014?

20 A. Yes.

21 Q. With South Duchesne? Hello.

22 PRESIDING OFFICER HAMMER: He said he was  
23 employed.

24 Q. (By Mr. Houskeeper) Okay. I'm sorry. I  
25 didn't hear a response. Are there any other water

1 operators with the company that would -- that do  
2 turn-ons?

3 A. Yes, there is.

4 Q. Might I ask who they would be?

5 A. It would be Robert Raber.

6 Q. Could you spell his last name?

7 A. R-A-B-E-R.

8 Q. Mr. Schnars, you do not remember me calling  
9 you multiple times --

10 A. No, I do --

11 Q. -- asking about being on standby, and that you  
12 had told me that the office -- that you were not in the  
13 office, and you was out in the field, but when you get  
14 to the office you would give the office the message  
15 about me being on standby?

16 A. No, I have never -- I have never agreed to put  
17 you on standby, Mr. Houskeeper. I have always told you  
18 to get ahold of the office.

19 Q. No, no.

20 A. I do not have -- I do not have books in front  
21 of me.

22 Q. Maybe you misunderstood my question. I am not  
23 saying you agreed. I am just saying, could you  
24 acknowledge that I had called several times on your cell  
25 phone asking to either reduce my bill, to shut my water

1 off completely or to be put on standby? Not saying that  
2 you got the capability of doing that, but you said you  
3 would contact the office?

4 A. No. I did receive phone calls from you, and  
5 some were also going to do contract work on your cabin.

6 Q. So the text messages that were presented  
7 before you, you have received some of them but not all  
8 of them?

9 MR. CRAPO: Your Honor, let me pass these down  
10 to Mr. Schnars and let him -- I made a representation as  
11 to what we had records of receiving. Maybe he can look  
12 through and see.

13 A. Mr. Houskeeper, yes, I have received some of  
14 them but not all of them.

15 Q. (By Mr. Houskeeper) Could you please let me  
16 know which ones you have received?

17 A. Mr. Houskeeper, on my phone, as I have stated,  
18 on November 7th, I have got a phone call from you. I  
19 was on a roof. I sent you back a common text that, you  
20 know, just give you notification that I was  
21 acknowledging you. "Sorry, I can't help right now. How  
22 can I help you? There is a key to shut off the water.  
23 Thanks for letting me know. I will be able to get it  
24 myself. But I will let you know if I can't. Sounds  
25 good. I got it shut off. Okay. Thanks Jeff, for

1 talking with me. Call me in the next day or two when  
2 you are available to talk more. Thanks Shane."

3 That is what I have on my cell phone.

4 Q. So that statement on that text message, you  
5 agree that you had received that one, correct?

6 A. Yes.

7 Q. So on the text I am stating to you that I shut  
8 the water off. But you are claiming that you say that  
9 you shut -- you turned it on. Did you turn it on later  
10 that day or the next day or when did you turn it back  
11 on?

12 A. Mr. Houskeeper --

13 Q. And why?

14 A. Mr. Houskeeper, as I have stated, I turned the  
15 water on on the 7th. You, according to your own words,  
16 have shut it off on the 8th. Dated on this text.

17 Q. Why would you shut the water off on the 7th?

18 A. Your Honor.

19 MR. CRAPO: Your Honor, I am just going to  
20 object. He said he turned -- Mr. Schnars said he turned  
21 the water on, not that he turned it off. And he has  
22 asked and answered that multiple times.

23 PRESIDING OFFICER HAMMER: Yeah, the question  
24 misstated the testimony. Do you have another question?  
25 The objection is sustained.

1           **Q.    (By Mr. Houskeeper) Why would he turn it on**  
2   **on the 7th? Was there a request from the office?**

3           MR. CRAPO: If you know. Do you know why you  
4   went there to turn it on?

5           A. I don't know. I believe there was a request  
6   from Mr. Houskeeper to turn it on.

7           PRESIDING OFFICER HAMMER: Mr. Houskeeper,  
8   anything else?

9           MR. HOUSKEEPER: Pardon me. I didn't hear  
10   that.

11          **Q.    (By Mr. Houskeeper) What did you say,**  
12   **Mr. Schnars?**

13          A. I believe it was a request from you to the  
14   office, Mr. Houskeeper.

15          **Q.    So the office had told you to shut -- to turn**  
16   **it on?**

17          A. I believe so, yes. I believe it was actually  
18   Mike Schnars that had contacted me to turn it on. I  
19   can't remember.

20          **Q.    Okay.**

21          MR. HOUSKEEPER: Okay. That's all, Your  
22   Honor. I don't have any further questions at this time.

23          PRESIDING OFFICER HAMMER: Thank you,  
24   Mr. Houskeeper. And I have some follow-ups, and I don't  
25   know whether they would be better directed to

1 Mr. Schnars or Ms. Steed. If you will allow me the  
2 latitude, I will just ask the question, and you can  
3 choose the witness. Would you prefer to do redirect now  
4 or after my questions?

5 MR. CRAPO: After your questions, Your Honor,  
6 and we will try to field them to whoever is most  
7 appropriate to answer.

8 PRESIDING OFFICER HAMMER: Thank you. So can  
9 the company tell me when the last time any water was  
10 used to at Mr. Houskeeper's residence?

11 MR. SCHNARS: I am going to believe November  
12 7th, 2015.

13 PRESIDING OFFICER HAMMER: Have you reviewed  
14 invoices to confirm, or the log of the meter reading, to  
15 confirm whether that's the case?

16 MR. SCHNARS: That is the case.

17 PRESIDING OFFICER HAMMER: Based on your  
18 memory, or based on something you reviewed?

19 MR. SCHNARS: Based on when the water was shut  
20 off, and I have never been back there to turn the water  
21 on.

22 MR. CRAPO: If I might follow up, Your Honor,  
23 though, if that's when it has shut off, have you done  
24 any readings?

25 MR. SCHNARS: Yes.

1 MR. CRAPO: To see if any water has flowed  
2 through that meter from November 2015 to present, right?  
3 Is that where you are going?

4 MR. SCHNARS: Right, yes. And no water has  
5 flowed through that meter.

6 PRESIDING OFFICER HAMMER: To your knowledge  
7 was there water flowing in October of 2015?

8 MR. SCHNARS: I don't recollect, sir.

9 PRESIDING OFFICER HAMMER: Do you have any  
10 documents that you have reviewed to indicate what --  
11 what I am interested in knowing is whether  
12 Mr. Houskeeper used any water at the premises between  
13 the time he acquired the property and this date of  
14 November 7, 2015.

15 MR. SCHNARS: I have turned it on November  
16 7th.

17 MR. CRAPO: Have you gone back to see -- can  
18 you go back -- can you go back and see if there was any  
19 water usage prior to November of '15?

20 MR. SCHNARS: I cannot. No, sir.

21 PRESIDING OFFICER HAMMER: The company doesn't  
22 keep a written record when it reads the water meters?

23 MR. SCHNARS: They -- I -- it can, but I just  
24 don't have it with me.

25 PRESIDING OFFICER HAMMER: I understand.



1     Okay. What is the company's position about the sums  
2     owed by Mr. Houskeeper as of today?

3                 MR. CRAPO: Do you want me to answer -- can I  
4     answer that, Your Honor?

5                 PRESIDING OFFICER HAMMER: Anyone, sure.

6                 MR. CRAPO: Our position is that if he had  
7     made a written request and asked to be put on standby,  
8     that we would have honored that. When we reviewed --  
9     has been admitted already, there was a mistake in what  
10    Ms. Steed thought that it was only for lots for standby,  
11    and on the call in late May, early June it was  
12    communicated that it was only for lots.

13                And we have indicated we would be willing to  
14    go back to that date and recognize that as a request,  
15    change his billing to \$15, from that date going forward,  
16    and make that revision.

17                We have run a spreadsheet of doing late fees.  
18    The typical practice was just to follow, I think, other  
19    areas and just do a \$10 late fee for ease. The company  
20    realizes that under the tariff it should be a 1.5  
21    percent penalty or late fee. And then 1.5 percent or 18  
22    percent per annum for interest on undue amounts.

23                We have run a spreadsheet on that, and it  
24    shows that he would owe about \$84 in penalties and fees,  
25    not the 120 that was referenced earlier, the 130 that

1 was referenced earlier. But I believe if we go back and  
2 change to a \$15 fee starting in June or July, whatever  
3 would be the billing cycle, I would have to run it, but  
4 I think it's pretty close to just about even. There may  
5 be a few dollars owed or a few dollars under, but it's  
6 pretty close to even, if you factor in the late fees  
7 under the 1.5 percent and the interest.

8 PRESIDING OFFICER HAMMER: And I am sorry,  
9 will you repeat the date the company would be willing to  
10 go back to in terms of making the standby status  
11 retroactive?

12 MR. CRAPO: We believe the request of the call  
13 was either late June -- excuse me, early June or late  
14 May. And so typically it had to have been time -- we  
15 think we probably wouldn't have been able to make the  
16 change on the June billing. So we have been thinking  
17 the July would be the first billing that would be  
18 appropriate. But, you know, if you feel that it could  
19 be June, we would be willing to go back to June,  
20 whenever that call was ever made.

21 PRESIDING OFFICER HAMMER: Of which year?

22 MR. CRAPO: 2017. We don't have a voice mail  
23 record or of the date, but in Mr. Houskeeper's informal  
24 complaint, I believe he says he thought it was May to  
25 late June. Maybe his formal complaint -- excuse me,

1 late May. So we think the call was late May or early  
2 June.

3 PRESIDING OFFICER HAMMER: And so it goes  
4 without saying, the company would be willing to allow  
5 Mr. Houskeeper to proceed on standby status from this  
6 date forward?

7 MR. CRAPO: Yes. Based on the request and in  
8 the informal complaint. When the water company came and  
9 we reviewed the tariff, if you look on page 3 of the  
10 tariff, the very first sentence says it applies -- the  
11 standby fee applies to lots. That's what was always  
12 believed by Ms. Steed when she became responsible.

13 But there's a second sentence that says,  
14 "Where the service has been disconnected by the company  
15 at the request of the customer." They have interpreted  
16 that to be they want a written request so that they  
17 don't just have somebody saying shut it off.

18 And the third one is, or if it's been  
19 involuntarily shut off by the company after a proper  
20 notice of disconnect. So it appears there's those three  
21 ways that you can go on to a standby fee, and we'll  
22 honor that.

23 PRESIDING OFFICER HAMMER: Mr. Crapo, you've  
24 had an opportunity to review the memorandum that the  
25 Department of Commerce, the Division of Public Utilities

1 filed in this docket on September 27th?

2 MR. CRAPO: Of 2017?

3 PRESIDING OFFICER HAMMER: Yes.

4 MR. CRAPO: I don't think I have seen a  
5 memorandum from the department. We saw what was written  
6 in the informal. I believe there -- well, there was  
7 letter written to Marialie, but I don't believe I have  
8 seen anything other than a response, I believe, from  
9 Ms. Marialie Wright, saying that -- I think what I have  
10 seen is that there was a document sent in for an  
11 informal complaint.

12 Then there was a response by Ms. Tosha Steed,  
13 and then Ms. Wright saying to Mr. Houskeeper, this has  
14 been filed. If you want to proceed, it will have to be  
15 informal. I think that's the only thing we have seen.

16 PRESIDING OFFICER HAMMER: All right. I'll  
17 hand you, sir -- would you mind handing Mr. Crapo a copy  
18 so you can review this? I will represent to you this  
19 was filed with the Public Service Commission on  
20 September 27th.

21 MR. CRAPO: Thank you, Your Honor. Are these  
22 just placed on a docket, Your Honor, not given to the  
23 parties?

24 PRESIDING OFFICER HAMMER: Yes. And I notice  
25 that there is not a certificate of service or a cc

1 notice.

2 MR. CRAPO: I have reviewed it, Your Honor.  
3 Do you want me to comment on it?

4 PRESIDING OFFICER HAMMER: If you would like,  
5 it would be helpful to me. Specifically there are --

6 MR. CRAPO: Recommendations.

7 PRESIDING OFFICER HAMMER: Yes.

8 MR. CRAPO: Yes, I see that. Okay. It talks  
9 about the billing cycle and talks here about being a  
10 billing cycle that should not be quarterly. That is  
11 inaccurate. The billing cycle is monthly. And you can  
12 see under the account that there was one that was mailed  
13 out every month, and we bill on a monthly basis. So I  
14 don't know where they are thinking of a quarterly  
15 assignment.

16 There have been situations where individuals  
17 do not pay their bill, and they have to resolve that.  
18 At that point the company usually enters into an  
19 agreement to say, because you are behind, and you  
20 haven't been paying and you are not consistent, what can  
21 we do to help you be consistent? And they have entered  
22 into a couple of agreements where they go quarterly,  
23 because the person wants to just get a bill every three  
24 months and not have to worry about it every month  
25 because of receiving no mail directly in there.

1           There's also been a situation, as you know,  
2   for tomorrow, where a recommendation was to go on a  
3   biannual basis to make the billing easier for the  
4   company. But for everyone else, other than those few  
5   situations, it's a monthly bill and it's a postcard  
6   that's sent out. So for that, we would disagree, and I  
7   believe the evidence here would suggest otherwise.

8           The next one is, the division is saying they  
9   feel that the billing appears that it wasn't consistent.  
10   All we can say is that we send out a postcard billing.  
11   That's how they do the billing, and they sent out a  
12   postcard billing every month. They try to send them out  
13   the first of the month. There may have been a time or  
14   two where they were not sent out timely. But we send  
15   them to the best known address, and we hope that they  
16   get there. That's our understanding.

17           During the time of the accident, Ms. Steed  
18   testified that she had -- there was a company called  
19   Gomez Corporation that was hired as a bookkeeper to run  
20   the bookkeeping for the utility while they were  
21   receiving medical care during that year.

22           We believe there were sometimes mailings may  
23   or may not have been sent out as accurate as they could  
24   have been, but we think it was isolated because most of  
25   the other bills were being paid currently, and we only

1 have a couple of accounts that state that they had any  
2 problems, this one and the one you will hear tomorrow.  
3 So we just don't think there were consistent problems on  
4 the others.

5 As for the late fee of the \$10 per fee, we  
6 have already talked about that. We admit that that was  
7 a mistake. Ms. Steed and her assistant had been saying  
8 to people that were late it would be a \$10 fee, because  
9 they felt that's what the other utilities were doing in  
10 the area. It was appropriate.

11 Once we reviewed that with them, we said we  
12 need to have you go back and change that to be 1.5  
13 percent of the late fee, and then an interest rate of 18  
14 percent per annum. That has been corrected.

15 The argument of writing on the postcards,  
16 the -- for whatever reason, the utility has a system  
17 that will generate the postcards and generate the  
18 invoice accounts, but it will not allow for the  
19 imposition of an interest into the printing. And so if  
20 they ever have to do a late fee, it has to be  
21 handwritten onto the postcard.

22 And unfortunately, they don't have any other  
23 system that allows them to do that. They thought they  
24 were doing it correctly by writing it on at least  
25 notifying, saying this is a late fee. We're checking

1 and having them check on seeing if there's any other  
2 software they can get that can correct that and allow.

3 Candidly, they don't have late fees very often  
4 or they just ignore it, and don't charge the person and  
5 just say, well, if you get it in pretty quick, we will  
6 be okay. As you can see on the account that was given  
7 to you, they were not imposing late fees in their  
8 system. It was just a manual thing that they would keep  
9 track of.

10 So because of that, we think it's appropriate  
11 to go back and adjust from when Mr. Houskeeper called,  
12 put it on a \$15. We don't believe a penalty should be  
13 imposed for the sending of the postcards. We believe  
14 that's properly done every month. We don't believe that  
15 a penalty should be imposed for writing late fee on the  
16 card, because they can't print it on. And there's  
17 nothing in the rules that I am aware of that says that  
18 it has to be printed. It could be written. Just said  
19 it has to be identified.

20 We acknowledge there was a mistake in the  
21 total fee. The difference, I run a spreadsheet I can  
22 present to you. We think the difference is 84.17 would  
23 be under the 1.5 percent rather than the 130, less the  
24 10, 120. We acknowledge that mistake, and the company  
25 is making corrections to make sure that's properly



1 identified.

2 We believe there's only a couple of accounts  
3 where this has ever occurred because everyone else has  
4 paid. Other than that, I don't know if there's anything  
5 else that the division has recommended that I have not  
6 addressed. Is there something I have failed to address,  
7 Your Honor?

8 PRESIDING OFFICER HAMMER: Not to my knowledge  
9 at this time, no. I have sort of a more esoteric  
10 question, and it's definitely for you, and if you are  
11 uncomfortable answering or don't know the answer, that's  
12 fine.

13 I am new to the rural water utility world. I  
14 mostly work in electric and gas regulation. Customarily  
15 if a new resident purchases a home, they'll call a  
16 utility, establish an account. If they fail to do so,  
17 presumably the former owners are going to continue  
18 paying the bill, or will call and confirm to terminate  
19 the relationship and the service will just stop.

20 My understanding is that in this situation  
21 there was no agreement executed between Mr. Houskeeper  
22 and the utility. Is there some document that created an  
23 obligation, anywhere -- and perhaps there's something in  
24 the tariff, and that's why I asked about the HOA and  
25 CCRs -- that would have created a legal obligation on

1 the part of Mr. Houskeeper to pay the standby fee?

2 MR. CRAPO: I am not sure I know the exact  
3 answer to that, Your Honor. I would have to review the  
4 tariff. The tariff does talk about the lots. You will  
5 notice the tariff -- I may be speaking out of turn,  
6 because I really do need to research it.

7 PRESIDING OFFICER HAMMER: Okay.

8 MR. CRAPO: But my understanding is if you  
9 look at the last page of the tariff, you have the  
10 subdivision. And I think the concept was, these are all  
11 the lots that are subject to the water for this water  
12 company to be built with the tanks, piping, etc., and  
13 that every undeveloped lot will pay a \$15 fee so that  
14 you have the water system, and that it was recorded. It  
15 was the tariff, and that would just happen.

16 Then if you are going to step up to be a \$40,  
17 you would connect. You would pay the 3,000 whatever  
18 dollar fee it was for an initial connect with the meter,  
19 and you would be off to the races receiving your water.  
20 And I think that was the theory behind the economics to  
21 allow for the development and for the water company to  
22 come into existence.

23 Now, have I researched that and can say I'm a  
24 hundred percent sure? No. But that's my understanding.

25 PRESIDING OFFICER HAMMER: Thank you. All

1 right. Is there anything else in terms of a witness,  
2 Mr. Crapo?

3 MR. CRAPO: No, but I neglected to ask to  
4 admit a copy of the billing. It was attached in the  
5 informal complaint. I believe you have that. I'd like  
6 to ask that the billing be admitted as a record of the  
7 company that Ms. Steed testified to.

8 PRESIDING OFFICER HAMMER: You are  
9 specifically referring to the register?

10 MR. CRAPO: Yes, the QuickBook register.

11 PRESIDING OFFICER HAMMER: That was attached  
12 to the informal complaint?

13 MR. CRAPO: Yes.

14 PRESIDING OFFICER HAMMER: It's admitted.

15 MR. CRAPO: Thank you.

16 MR. HOUSKEEPER: I've got a question  
17 concerning his statement about the handwritten late fee  
18 on the statements.

19 PRESIDING OFFICER HAMMER: I was just going to  
20 turn to you. Do you have a question for a witness,  
21 Mr. Houskeeper?

22 MR. HOUSKEEPER: Well, was it the attorney  
23 that was speaking?

24 PRESIDING OFFICER HAMMER: It was. If you  
25 want to make an argument, I was just going to invite you

1 to make a closing argument. Would you like to do that,  
2 or have a quest -- in other words, do you want to make a  
3 statement or do you have an actual question you want an  
4 answer to?

5 MR. HOUSKEEPER: I guess a statement.

6 PRESIDING OFFICER HAMMER: Okay. Then we'll  
7 go ahead and --

8 MR. HOUSKEEPER: He had argued that --

9 PRESIDING OFFICER HAMMER: Excuse me. We'll  
10 go ahead and allow you to make your closing statement at  
11 this time.

12 MR. HOUSKEEPER: Thank you so much, sir.

13 PRESIDING OFFICER HAMMER: Go ahead.

14 MR. HOUSKEEPER: He had argued that the  
15 handwritten fee, there's no rule against doing a  
16 handwritten fee. But one of the issues besides the  
17 handwritten fee is that he accumulated multiple fees  
18 over multiple months on one bill. And the bills are  
19 supposed to be sent out accurately, every month, and  
20 accurately. Not to accumulate them at one point in time  
21 after maybe a six or eight month period or whatever that  
22 period may be.

23 And as far as late fees go, my question about  
24 that is, not only myself but also the other customers  
25 who maybe have been imposed the \$10 late fee, rather

1 than what's on the tariff, or the 1.8 percent or the 18  
2 percent annually. Once again, what was referred back to  
3 the bills not being accurate, or the statements not  
4 being accurate or sent out correctly.

5 And concerning with Mr. Jeff Schnars, he said  
6 that he actually turned the water on in late November,  
7 which he may have just got it confused. The water was  
8 actually being turned off, when in fact my water was  
9 turned on in the year 2014, and I had used water in  
10 2014. Met Mr. Schnars in 2014, give him a turn-on fee,  
11 which I don't show that in the payment schedule.

12 So there's -- my argument is, I don't even see  
13 the payments being made as far as when my account was  
14 actually turned on. And I don't see the payments being  
15 received when I actually paid the turn-on water fee of  
16 the hundred dollars, which is customary to the company.  
17 And quite frankly, they wouldn't turn it on unless a  
18 customer had paid it.

19 My argument to the president saying that she  
20 doesn't know who I am and she just doesn't do stuff over  
21 the phone, when in fact I met a South Duchesne  
22 representative out there in 2014, met him in person. He  
23 did come into the property, he did inspect it, in 2014,  
24 and I did give him a check. That was the time that I  
25 met him, got the account set up. So if there was some

1 kind of water agreement to be filled out, one should  
2 have been done so then. This was a great opportunity,  
3 and that was in 2014.

4 As I said, there had been multiple texts,  
5 phone calls and e-mails sent to Jeff, the company, and  
6 also Mike, and in the e-mails it was addressed to South  
7 Duchesne Water about getting my water shut off, or as  
8 Jeff had mentioned, the possible standby.

9 The water has been shut off since November of  
10 2015. Not one gallon of water has went through that  
11 meter or went to the cabin since then. They verified  
12 this. My dispute is that I requested it. Should the  
13 court allow that -- that date of November 2015, the  
14 water company would not be out anything because I have  
15 not used any water from that date forward.

16 The late fees were charged as a lump, written  
17 on the bill for 120 to 130, when in actuality they  
18 should have been 18 percent annum. My concern is for  
19 myself and also any of the customers with South Duchesne  
20 Water that this may have been an ongoing issue. They  
21 said -- he said that they thought the \$10 bill was what  
22 everybody else was paying as a late fee, and that that  
23 was adequate, but did not refer to the tariff.

24 To my understanding that's what the tariff is  
25 there for, is for them to refer to and go by what the

1     tariff states, not to just charge what they feel is  
2     right or possibly what other people are charging.

3             With them also writing that, I don't think  
4     that the statements are correct by writing one lump fee  
5     as far as the late fees. I think that if they were  
6     supposed to be honored, they should be correct monthly,  
7     every month that they are sent out.

8             Also, I don't think the bill should be sent  
9     out sporadically. I think if the tariff says they are  
10    to be billed monthly, they should also send out the bill  
11    monthly, not have one or two or three months where they  
12    don't send it out, and then continue on mailing them  
13    out.

14            The standby issue, even with my informal  
15    complaint, the representatives of South Duchesne Water  
16    were saying that I am not able to go on standby because  
17    I have a building. Concern for myself, and also other  
18    customers who may have or may have requested it, or may  
19    have been told incorrect information when they made the  
20    purchase. As they -- as she stated -- stated that they  
21    would inform the new purchasers that this is the fee,  
22    this is what to do, and not have anyone giving them the  
23    option to go on the standby.

24            I think these properties there are, as she  
25    said, some are for long-term resident, full time, and

1 some are just for the summer. And not giving other  
2 residents or people that own the properties the chance  
3 to go on standby would affect them financially.

4 I'd like to point out that the lack of records  
5 with not even having a water agreement where I met with  
6 somebody out there, gave them money and funds that are  
7 not even shown on their statements, and they don't even  
8 show that I actually have signed a water agreement, so  
9 that shows lack of records being kept there.

10 With me giving funds to them and they are not  
11 showing it then on their accounting schedule, funds to  
12 turn on, which is a standard practice of a hundred  
13 dollars fee, they are not even showing records of  
14 receiving that, which they would not even turn on my  
15 water unless those funds are paid. So it shows that the  
16 company has lack of records with the water agreement,  
17 the lack of records receiving phone calls, or the  
18 ability for customers to even have somebody of contact.

19 Voice mail was left and received, but no phone  
20 calls were ever returned until my account got  
21 delinquent. This was done purposely, maybe not  
22 correctly, but I believe today that if I had still just  
23 continued paying the payments, this bill would not have  
24 came to a head.

25 I think there should be a more accurate



1     accountability for the process, the bills. I had no  
2     realtor tell me about the process or who I should  
3     contact about the water bill. Nor it is possible, I  
4     didn't know until they had contacted me. But when they  
5     had contacted me, I did meet with a representative  
6     face-to-face, give them funds, give them money, and at  
7     that time they could have had, for their records, the  
8     chance to do the water agreement.

9             I have got the text to prove, that I cannot  
10    change, showing that it was Jeff. He said he received  
11    some and not the others. Where I cannot change the  
12    dates and the timestamp. Once they are on your phone,  
13    they are just screen shots. Nothing have been changed.  
14    Nothing has been altered.

15            Jeff has agreed to receiving half of them.  
16    There is no reason why that he should not have received  
17    all of them, especially since there is responses from  
18    him in there as well, that are time stamped, and dated.  
19    Also, the e-mails were time stamped and dated. I feel  
20    like Mr. Schnars is just trying to not overstep the  
21    boundaries and disappoint the company he works for by  
22    stating that it was spoken between him and myself about  
23    going standby.

24            And I would like to ask for the courts to go  
25    back as far as November from when I showed the text

1 about shutting the water off, going on standby, and also  
2 adjusting any and all late fees to zero. Somehow I  
3 should have been put on standby since then and only  
4 being billed at \$15 a month, instead of the 40. The  
5 account would have been current and wouldn't have never  
6 have had any late fees.

7 Also, at the point where they don't even have  
8 a signature card stating my agreement to any fees at  
9 all, or any payments at all to the company of South  
10 Duchesne. They have no records of any contract, said  
11 contract at all, that I am liable for anything.

12 I am not trying to get out of paying the  
13 company, which I already paid for the first year and a  
14 half, two years. Just trying to pay what's fair, what's  
15 requested from November 2014 forward.

16 I would hope also that they would reflect and  
17 look on back past records of people that possibly were  
18 overcharged late fees, other people that was also  
19 overcharged, that would possibly would have requested to  
20 go on standby.

21 PRESIDING OFFICER HAMMER: Thank you,  
22 Mr. Houskeeper.

23 MR. HOUSKEEPER: And also possibly update  
24 their system where they would not have to do handwritten  
25 notes on official statements and records.

1           Also, just so that the whole community over  
2   there in South Duchesne is aware, that they should also  
3   maybe send out letters letting them know of the correct  
4   late fees. Letting them know also of the correct  
5   ability to go on standby should they wish to.

6           PRESIDING OFFICER HAMMER: Thank you,  
7   Mr. Houskeeper. Was there anything else?

8           MR. HOUSKEEPER: That's it. Thank you so  
9   much.

10          PRESIDING OFFICER HAMMER: I appreciate it.  
11   It's not easy to do this over the phone. Let me ask you  
12   one question, and I apologize for doing it now. I  
13   should have asked it earlier.

14          But Mr. Crapo admitted into evidence shortly  
15   before you began your closing statements a register that  
16   was attached to the company's response to the informal  
17   complaint, I believe. It's a monthly register from  
18   their accounting software showing, I think, your account  
19   and the monthly charges and then various payments made.  
20   Do you know which document I am referring to?

21          MR. HOUSKEEPER: I am not, but I could check  
22   to see if I could find it. I know that they had sent me  
23   a payment history record. Is that what kind of what you  
24   are referring to, is that the company had sent me a  
25   payment record history?

1                   PRESIDING OFFICER HAMMER: It's a billing and  
2     payment record history, correct.

3                   MR. HOUSKEEPER: Let me see. Is this on -- is  
4     it like a QuickBooks dated 8-14-2017? QuickBooks  
5     balance details UMR 262 Houskeeper? It's got a number  
6     one circled on here on the bottom left?

7                   PRESIDING OFFICER HAMMER: Yes, correct. And  
8     there's some written handwriting off to the side.

9                   MR. HOUSKEEPER: Yes, I do have that, your  
10    Honor.

11                  PRESIDING OFFICER HAMMER: It says, "13 MOS,  
12    MO 8 payment, 10 per month L period F period." Do you  
13    see that document?

14                  MR. HOUSKEEPER: Yes.

15                  PRESIDING OFFICER HAMMER: Okay. I understand  
16    your testimony that you submitted a hundred dollars to  
17    an individual who met you in person at the time your  
18    service was connected and that that is not reflected in  
19    this document. Are there any other payments that you  
20    made that are not reflected in this document, to your  
21    knowledge?

22                  MR. HOUSKEEPER: Your Honor, I'm not positive,  
23    but I do believe that there were other billings that  
24    should be on here. They are showing the first billing  
25    is September the 1st. And to my recollection, that I

1 met somebody out there two or three months prior to  
2 that, gave them the hundred dollars for the turn-on, and  
3 also, that I had been billed before that and made  
4 payments before that.

5 That was one of the questions to one of my  
6 responses. That was my response to their invoices is  
7 the first invoice they are showing is September the 1st,  
8 when in actuality, I believe that I was billed before  
9 that and that I had made payments before that also,  
10 along with that hundred dollars turn-on fee.

11 PRESIDING OFFICER HAMMER: Okay. From  
12 September 1st, 2014, forward, does this document appear  
13 correct to you?

14 MR. HOUSKEEPER: Do you mind if I just look at  
15 it for one second? Is that okay?

16 PRESIDING OFFICER HAMMER: No, of course.

17 MR. HOUSKEEPER: Okay. So on the document, as  
18 far as the hard numbers, it looks like they may be  
19 correct. But on to the side this handwriting, it says  
20 "five months no payment." I don't think what they are  
21 calculating is when I make a payment of \$290, that was  
22 actually being paid for forward.

23 PRESIDING OFFICER HAMMER: Okay. Well --

24 MR. HOUSKEEPER: I made a payment for 290 and  
25 \$120. What I was doing is I was making payments in

1 advance, not from behind. Because even as they are  
2 stating, on this document, which I don't think is  
3 showing all of the charges or payments. But as far  
4 September the 1st, there's a \$40 charge, a \$10 charge,  
5 which I'm not sure what that is, unless that's their  
6 late fee. So I was being charged wrongly on the late  
7 fees clear back in September 2014.

8 But also, they're saying that they have to  
9 handwrite it. But here why is it written on the  
10 computer, the \$10 fee but not in, you know, handwritten  
11 as they say that they have to. But if you add up the  
12 40, the 10, the 40, and the other 40, you are at \$130.  
13 And I made a \$290 payment.

14 So as I was saying before, they are saying I  
15 am five months no payment. Well, that \$290 payment  
16 divided by 40, that's over seven months payment, and  
17 that's what I had been doing in the past. Their  
18 argument is that I was late, or maybe they are saying I  
19 had no money or something. I'm not sure why they are  
20 saying that. But the major bulk of the problem was, I  
21 was paying more than the monthly bill.

22 The problem is, when I asked to go on standby,  
23 or asked to even pull the account and pull out the  
24 water, the question that I presented before Jeff Schnars  
25 is, "Can I just cancel, not have any water, not have any

1 charges, just have this as a cabin?" And he said that's  
2 not possible, but you are able to go on standby.

3 And this is the first I have learned of that  
4 \$15 standby, and that's when I started to try to do  
5 that. And as I said in the past before, maybe that  
6 wasn't the right way to go about it, but I could never  
7 get any response from this company, text, phone call or  
8 e-mail, unless I just -- unless I stopped making the  
9 payments. And then that's when I first got my first  
10 response from this company.

11 It was not maybe the best way for me, but  
12 that's -- I believe if I didn't, I would still be still  
13 in limbo on this situation.

14 PRESIDING OFFICER HAMMER: Thank you for your  
15 response. So if I understood you correctly, you  
16 disagree with portions of the handwritten comments. So  
17 with respect to the electronic portions of the document,  
18 insofar as the amount that it reflects that you paid  
19 after September 1st, 2014, those are correct?

20 MR. HOUSKEEPER: Yes. From September 1st,  
21 2014, I do believe that I was billed and charged and  
22 paid before that, but from that September 1st on, that  
23 does look, as far as I can tell, that looks accurate.

24 PRESIDING OFFICER HAMMER: Okay. Thank you,  
25 sir.

1 MR. HOUSKEEPER: Thank you.

2 PRESIDING OFFICER HAMMER: Mr. Crapo,  
3 anything?

4 MR. CRAPO: Yes, your Honor. I want to  
5 respond to several different items, if I might. I'll  
6 try to stay in some order, but I may bounce around.  
7 First of all, I want to talk, and I'll try to respond to  
8 Mr. Schnars -- or Mr. Houskeeper's comments as well as  
9 the division's comments, under topic.

10 And I want to talk first about the billing on  
11 a monthly basis, because the division is saying, well,  
12 we don't think that the company is sending out monthly  
13 bills as they should. They should be quarterly, or that  
14 they thought it was quarterly. Mr. Houskeeper never  
15 mentions that he thought it was a quarterly billing. He  
16 just says he didn't get some.

17 If you look at his own complaint, his  
18 informal -- or his formal complaint, he attaches two  
19 billing cards, one from the June and one from the July.  
20 He apparently he got those, one month and then the next  
21 month. They show the monthly billing. They show the  
22 balance forward. They show the invoice number. They  
23 completely require -- or meet the requirements of the  
24 rules and regulations.

25 I think the evidence shows the cards were



1 going out every single month. The testimony from our  
2 witnesses is, they are sent out every month. He was  
3 never on a quarterly basis. It was always a monthly  
4 basis. He may not have received a few cards. Maybe  
5 that is because he misplaced them or missed them in the  
6 mail or something happened, but they were mailed out,  
7 unless it may have been a mistake from Gomez Company to  
8 miss a mailing. But they were going out every month  
9 largely without exception.

10 So I don't think there's any reason for the  
11 division to think they need to impose a penalty for not  
12 monthly billing, and I don't think there's any argument  
13 for Mr. Houskeeper on that particular issue.

14 The next issue is the late fees. As has been  
15 explained, the computer system for generating the cards  
16 cannot print a separate line that identifies late fee,  
17 and because of that, the company has handwritten those  
18 on and says late fee. The rules say if you have a late  
19 fee, it has to be identified as a late fee on your card.  
20 It was. So the identification, handwriting it on,  
21 there's no violation there.

22 The question is, is the late fee correct or  
23 incorrect, at a \$10 a fee month? We have admitted it  
24 was incorrect. The tariff that is on file since 2013  
25 says it should be a 1.5 percent penalty, which is 60

1 cents if it's a \$40 charge. And then it's 18 percent  
2 per annum, which is 1.5 percent per month, which then is  
3 60 cents for every 40. But if it's more than that, then  
4 it starts going up, three, four, five, eight dollars a  
5 month in interest fees.

6 We acknowledge that mistake. As you will note  
7 on the summary of the account, which shows the bills  
8 going out every month and the summary which has been  
9 admitted to be correct on those numbers, no late fee is  
10 included in the numbers other than maybe the one back in  
11 2014 of the 10.

12 So that 130 has never been recorded here, and  
13 we have not sought to collect it since this matter was  
14 raised by Mr. Houskeeper, and we went and reviewed the  
15 tariff and are making corrections internally. So for  
16 that regard, we believe that the late fee issue is being  
17 corrected, and will be corrected on anything going  
18 forward.

19 Candidly, this is a very small rural utility  
20 with very few customers. And most of the customers just  
21 pay every month when they get their card, and it's not a  
22 problem. It's very rare that there's ever been any  
23 issue. There's been two complaints filed, this one and  
24 the one you will hear tomorrow. In both of those there  
25 was either a late fee or a disconnection. Those are the

1     only ones we are aware of.

2                 Mr. Houskeeper says, well, I want you to go  
3     out and inspect and see if there's any other late fees.  
4     We'll welcome whatever audit the division wants to do.  
5     We don't believe there really are any and that these  
6     issues have come to the front.

7                 Let me go to the standby. The standby fee is  
8     the \$15. We have acknowledged that from the time that  
9     he contacted officially the office and said that he  
10    wanted to be placed on standby, and we have offered to  
11    go back and do that, and we have offered not to impose  
12    the penalty other than the normal tariff penalty. I'm  
13    not sure exactly still what Mr. Houskeeper is asking  
14    for.

15                And I do think we have to be clear, because I  
16    think we need to know going forward, are we to provide  
17    water service or not to him? Does he want to be  
18    disconnected and be at the \$15, and knowing that when he  
19    does ever reconnect there is a hundred dollar fee for  
20    the reconnection?

21                I think what he is asking is, leave me on  
22    disconnect status, turned off, charge me \$15 a month for  
23    standby, and in the future if I ever want water from  
24    you, I'll let you know. We're fine with that, if that's  
25    what it is. But if he wants something different, we

1 need to know so that we can properly do it.

2 I will just notice that the testimony that was  
3 presented here today was that Mr. Jeff Schnars did go  
4 out to the property in November of 2015. He met with  
5 Mr. Houskeeper. The water was turned on. The water is  
6 now turned off, the evidence shows. Mr. Schnars says he  
7 has not turned it off since November of 2015, and the  
8 company has not turned it off.

9 There is in the tariff on page 4, paragraph 2,  
10 which prohibits any owner of a cabin or a lot to touch,  
11 tamper, to turn off or turn on the meter.

12 Mr. Houskeeper admitted that he's turned it off in  
13 violation of that tariff. It's off. And we're fine for  
14 it to stay off until he contacts us to have it turned on  
15 again, and we'll just continue billing the \$15 with any  
16 correction that you feel is appropriate.

17 As to the argument Mr. Houskeeper makes of  
18 payments prior to November of 2014, we don't show those.  
19 He thinks he did some payments before. We're unaware of  
20 it. He has never produced a copy of a canceled check.  
21 He has never produced anything showing he has made  
22 payments before then. He admitted that he was receiving  
23 water. So he has received water before. At least up to  
24 the 2015 time period, he was receiving water.

25 I think this really comes down to a point of a

1 mistake in one of our assistants saying he couldn't go  
2 on the standby when that call was made in late May or  
3 early June. We stand ready to correct that mistake. We  
4 stand ready to help.

5 The utility makes sure that they do their  
6 billings on the interest correct going forward. We  
7 don't think it would be appropriate to impose any  
8 penalties of any type in this. We believe a correction  
9 to the account is appropriate, as we have stated, and we  
10 have offered that, but to no acceptance. But that would  
11 be our recommendation for this matter.

12 And then if Mr. Houskeeper in the future wants  
13 any service, he can -- he can make an official written  
14 request for it, and the PUD or the utility can come out  
15 and make the connection and charge the appropriate fee.  
16 But I think that's where we are at with the things that  
17 have been raised by the division and that have been  
18 raised by Mr. Houskeeper. Are there any other questions  
19 or concerns, Your Honor?

20 PRESIDING OFFICER HAMMER: I don't have any.

21 MR. CRAPO: Thank you.

22 PRESIDING OFFICER HAMMER: All right. Well,  
23 I'll thank the parties for their participation today.  
24 And we are adjourned.

25 MR. HOUSKEEPER: Your Honor.

1                   PRESIDING OFFICER HAMMER:   Yes,  
2   Mr. Houskeeper.

3                   MR. HOUSKEEPER:   Am I able to make a couple  
4   statements on to what he had just referred to that he  
5   had brought up?   He had brought new concerns, and I just  
6   feel like I --

7                   MR. CRAPO:   Your Honor, I don't believe I  
8   raised any new concerns and raised any issue that had  
9   not previously been addressed.

10                  PRESIDING OFFICER HAMMER:   We've heard closing  
11   argument, and it sounds like there is an objection to  
12   continuing with it.   I think we've got a pretty full  
13   record.   You have all had an opportunity to be heard.  
14   We've got your written evidence submitted, and I think  
15   we're prepared to conclude.   So Mr. Houskeeper, thank  
16   you for participating.   And the commission will take the  
17   matter under advisement.   We're adjourned.

18                  MR. CRAPO:   Thank you, Your Honor.

19                  (The hearing concluded at 11:51 a.m.)

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1 C E R T I F I C A T E

2 STATE OF UTAH )


3 COUNTY OF SALT LAKE )

4 THIS IS TO CERTIFY that the foregoing proceedings  
5 were taken before me, Teri Hansen Cronenwett, Certified  
6 Realtime Reporter, Registered Merit Reporter and Notary  
7 Public in and for the State of Utah.

8 That the proceedings were reported by me in  
9 Stenotype, and thereafter transcribed by computer under  
10 my supervision, and that a full, true, and correct  
11 transcription is set forth in the foregoing pages,  
12 numbered 3 through 117 inclusive.

13 I further certify that I am not of kin or otherwise  
14 associated with any of the parties to said cause of  
15 action, and that I am not interested in the event  
16 thereof.

17 WITNESS MY HAND and official seal at Salt Lake  
18 City, Utah, this 28th day of December, 2017.

19   
20  
21 Teri Hansen Cronenwett, CRR, RMR  
License No. 91-109812-7801

22 My commission expires:  
23 January 19, 2019

24  
25

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