

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

PETITION FOR REDETERMINATION

IN RE. COMPLAINT OF SHANE HOUSKEEPER

AGAINST SOUTH DUCHESNE CULINARY WATER, INC. Docket No.: 17-2372-02

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15 , I Shane Houskeeper respectfully submits this Petition for Redetermination and requests a hearing before the Commissioners of the Public Service Commission (the "Commission"). On February 13, 2018, the Commission issued its Consolidated Order in the above captioned Dockets and found 15 violations in the first Docket and 12 in the second Docket. Based on these violations, the Commission imposed total penalties in the amount of \$20,250 and ordered corrections to the billings for Mr. Houskeeper and Mr. and Ms. Olsen and most recently on April 3rd 2018 The PSC suspends 70 percent of the penalty imposed in the Order with the unsuspended portion of the penalty, \$6,075.0

SDCW has NOT followed the ORDER set forth by the PSC. Although SDCW has issued me a check in the amount of \$240 for the amount over billing from not allowing me to go on standby however they have not refunded the ill-gotten money that they had charged me for late fees. SDCW has ignored the order to refund me the late fees within the ordered 30 days that was illegally charged to my account and did not follow the tariff.

I called the office (435-738-6400) and the 24 hour emergency number (435-738-6200) on 3/8/18 at 11:24AM and left a message with no response, I called again on 3/12/18 1:10pm both the main office and 24 hour emergency number and left another message and again with no response. I called again on 3/14/18 the office and 24 hour line and I got ahold of a Robert on the 24 hour emergency line 6 DAYS after I had tried to call the first time (This is supposed to be a 24 hour emergency phone number) Robert said he could not help me with and office matters as he was just a field guy. Robert said the office is hard to get a hold of but just be persistent and keep calling them back and they will eventually answer. At this point it was after the 30 days that SDCW was ordered to return the money they collected for the late fees so I did not try to contact again about this issue. Although I wasn't supposed to remind SDCW I tried in good faith to reach out to them and explain that they have not refunded me the money as ordered.

Per the QuickBooks records SDCW had also charged me a \$10 late fee on 9/30/2014. This is another violation that was not recognized during hearings with PSC. This was SDCW evidence piece #1 in the court proceedings at the bottom of the page with an invoice #20277. This is proof that SDCW has been applying additional fees and late charges for years to accounts that are not on the approved tariff. This record goes back over 3 ½ years. These problems have been consistent and SDCW and not a onetime issue but instead an ongoing problem and clearly a disregard to the PSC and its customers.

When Mr. David J. Crapo John T. Deeds wrote about the case in “Thomas J. Peck & Sons, Inc. v. Pub. Serv. Comm'n of State of Utah, 700 P.2d 1119 (Utah 1985). In Peck, the Commission noted that Peck had more than 212 proven violations, did not act in good faith and engaged in subterfuge in complying with the regulations” They have failed to mention with this case the 212 failed violations were added up on a daily basis and tried to compare it with the 27 violations that was found against SDCW that wasn't added up on a daily basis. 1953, § 54-7-25, which reads in pertinent part as follows:[5]

- (1) Any public utility which violates or fails to comply with any provision of the Constitution of this state or of this title, or which fails, omits or neglects to obey, observe or comply with any order, decision, decree, rule, direction, demand or requirement, or any part or provision thereof, of the commission, in a case in which a penalty has not hereinbefore been provided for such public utility, is subject to a penalty of not less than \$500 nor more than \$2,000 for each and every offense. (2) Every violation of the provisions of this title or of any order, decision, decree, rule, direction, demand or requirement, or any part or provision thereof, of the commission, by any corporation or person is a separate and distinct offense, and, in case of a continuing violation, each day's continuance thereof shall be a separate and distinct offense.

If the public service commission had calculated the violations on a day basis according to 1953, § 54-7-25 there would have been over 1,000 violations between the combined complaints from myself Shane Houskeeper and Mr. & Mrs. Nick Olsen. With the original fine amount of \$20,250 and calculation the daily violations of 1,000 this would make the fine only \$20.25 per violation instead of the minimum \$500

This following statement was sent before the PSC from the attorney of SDCW

“SDCW believes that the error regarding the standby charge was an honest mistake by the SDCW staff and that SDCW should only pay one penalty and that the other nine should be waived. SDCW believes that in light of the small amounts involved in this matter – \$25 a month (the difference between the \$40 regular fee and the \$15 standby fee), that the imposition of \$9,000 in penalties is excessive. The difference between the normal monthly water charge (\$40) and the standby charge (\$15) is relatively small and Mr. HousKeeper had not been paying either charge for multiple months.”

When SDCW would not return my phone calls for over a year and would NOT respond to my request this isn't an honest mistake. When I filled an informal complaint against SDCW they still responded that they were in the right no to allow me to go on standby since I had a cabin on my lot. This was no minor mistake and if this is what SDCW thinks then this is another reason to fine them the maximum penalty so that they will follow the approved tariff.

I have attached a statement invoice # 2043495 exhibit 1 and at the bottom is reads SHUT-OFF 8/25/14. After making a payment on June 14th 2017 in the amount of \$480 the next statement I received said that the water was shut off on 8/20/2017 and then invoiced on 8/21/2017. This means they issued a shut off notice 1 day before the invoice. This does not comply with the tariff with a proper notice. This clearly shows that SDCW is doing anything they want to and not following any procedures or policies.

As with my original dispute and complaint I wasn't receiving my monthly billing notices on a regular basis and the ones I did happen to receive were already past due by the time it was mailed by SDCW as I have attached to this email exhibit 2, I was invoiced on October 1st 2014 and the bill was due October 1st 2014 and it was date stamped by the post office October 1st. this does not allow the 20 days.

Exhibit 3 I was invoiced on April 1st 2015 and the bill are due on April 1st 2015 and it was date stamped May 2nd 2015 by the post office. This is saying my bill was due in April 1st 2015 and they mail it at the post office on May 2nd 2015. This was sent to me 32 days after it was due.

Exhibit 4, on September 1st 2015 I was invoiced and Due on September 1st 2015 and it was date stamped September 30th 2015. This statement was sent out 29 days after it was due.

Exhibit 5, On February 1st I was invoiced and due February 14th 2017 with a date stamped sent February 16th 2017. These invoices were mailed at the post office after they had already been due. Also if you look towards the bottom of the billing cards it

says the “standby fees are billed quarterly” I have not seen that this was part of the approve tariff. These statements show Failure to Allow 20 Days to Pay.

These statements show a span of 4 years 2014-2017 of inconsistent and incorrect billing. This cannot and should not go unnoticed without any repercussions.

I have also attached an agreement that SDCW tried to have me sign Exhibit 6. On #3 it says “Customer agrees to pay for water monthly in the amount billed by the company, payable by the 21st of the month. Any amount not paid within 20 days will incur an additional fee in the sum of \$10.00. Any amount due more than 30 days shall bear interest of 18% annum.” As I stated above the billings were sent out up to 30 days past the invoice date and up to 30 days past the due date. In addition they are collecting late fees in the amount of \$10 on accounts that are billed \$15 for standby and \$40 for regular service. If a person was on standby a yearly billing would total \$180 and if they were late each month the late fees would amount to \$120 plus the 18% annual. With SDCW sending the statements out past the due dates this could amount to hundreds of thousands in ill-gotten proceeds from all of their customers that they provide service for. There is nothing that we the people can do because SDCW holds a monopoly on the water service and there’s no other place for us to go.

I Shane Houskeeper respectfully requests that the Commission look at the evidence that I have provide that this has been an ongoing problem and SDCW has been getting ill-gotten fees that were never approved by the tariff and non-consistent billings that would make a customer late on their bill even before the company had mailed out the invoice. Please acknowledge that SDCW did NOT follow the order within the 30 days in which the PSC issued on February 13th 2018 and as of April 7th 2018 “53 days” there has been no check refunded for the late fees.. I respectfully request an increase the penalties to a total of \$52,000 or more as the PSC sees accordingly, had this been calculated on a daily basis there would be a total of over 1,000 violations, please at a minimum hold firm with the original ORDER of \$20,250 fine. RESPECTFULLY SUBMITTED this 8th day of May, 2018.

/s/ Shane Houskeeper

Shane Houskeeper

CERTIFICATE OF SERVICE I HEREBY CERTIFY that on the 9th day of April, 2018, a true and correct copy of the foregoing PETITION FOR REDETERMINATION was served in the manner and upon the recipients named below:

BY EMAIL:

Mr. and Mrs. Olsen through their counsel - Russell Monahan
(Russell@cooklawfirm.com)

SDCW through their counsel – David J Crapo (djcrapo@crapodeeds.com)

Patricia Schmid (pschmid@agutah.gov) Justin Jetter (jjetter@agutah.gov)

Assistant Utah Attorneys General Erika Tedder (etedder@utah.gov)

Division of Public Utilities Patricia Schmid (pschmid@agutah.gov)

Division of Public Utilities (datarequest@utah.gov)

/s/ Shane Houskeeper

Shane Houskeeper