

March 9, 2020

Via Electronic Filing

Utah Public Service Commission

160 East 300 South

Salt Lake City, UT 84414

Attention: Gary Widerburg

Re: Docket No. 19-035-31

Response to Rocky Mountain Power filing

Please find below my response to the information provided by Rocky Mountain Power per the requirement of Public Service Commission.

I previously submitted evidence that my request to reconnect service once the remodeling was completed did not require a line extension. Consequently, I will not address that issue in this response.

At the time of my reconnection request, there was a power pole with a 10 KVA transformer installed and wire coiled on the pole to reconnect to the newly installed mast on my house. The plan outlined by the serviceman who disconnected the service prior to the commencement of the remodeling was to reconnect the coiled wire to my new mast once the remodeling was completed.

When Mr. Lucero, the estimator, came out, he determined that the pole and cross arm had failed and needed to be replaced. He had previously determined that my single house located at the end of the line would need a larger transformer. My home is the only house served by this transformer.

Clearly, there are two separate work orders involved here as my reconnection request did not cause their pole to fail. One work order is to replace a failed pole and another to install a larger transformer and reconnect service to my home.

Their pole replacement work order should have included replacing the pole and cross arm, moving all the wires from the old pole and cross arm to the new pole and cross arm, re-installing a transformer, replacing the coil of wire and reconnecting the streetlight.

My reconnection work order should have been to pay for the new transformer (per Mr. Stewart's testimony the cost is \$1,377 less the salvage of \$210 for a cost of \$1,167) (Items 368 and 108.2 on the breakdown), to have it installed on the new pole, to pay \$262 for the meters (Item 370 on the breakdown) and to pay \$116 for the overhead service connection (Item 369.1 on the breakdown). My total should have been \$1,545 (\$1,167 plus \$262 plus \$116). The \$1,545 did not include the cost of labor to install the new transformer as I was never given that amount. There was however, \$655 left in the \$2,200 allowance to cover that cost.

In an attempt to save us both time and money, I called Mr. Lucero to see if it would be possible for me to purchase the larger transformer and have it at the site so they could put it up when they were doing the pole replacement rather than re-installing the old one that was on the old pole. My intent was to save myself the labor cost to install the new transformer since their work order required them to put a transformer up on the new pole. Mr. Lucero told me they would be combining the work orders. He also told me the cost of the new 25KVA transformer would be \$2,500. We now know it was only \$1,377 less salvage per Mr. Stewart's testimony.

This same estimator, Mr. Lucero, told me in front of Mr. Galvez that I would have to pay all the costs except the pole and cross arm. His breakdown showed that calculation in the credit section under Company Cost: Pole and cross arm. When I complained, Mr. Galvez told me they were mistaken and that they would be covering all the pole replacement costs. However, the price quoted originally of \$4,637 as my share did not change after their position changed.

When a business has its equipment fail and it affects the service to a customer, the normal reaction is to try to accommodate the customer. The correct response to me should have been, "Mr. Sessions, since we are coming to replace the pole, we will install the new transformer at that time. There will be no charge to you for labor to install the new transformer. We have budgeted in our pole replacement work order to re-install a transformer, so we will put up the new one at that time instead of putting the old one back up. You will only be charged for the cost of the new transformer plus the cost of the meters and the labor to connect the service. Since the cost of those items is less than the \$2,200 allowance, there will be no charge to you. We are sorry for the inconvenience the pole replacement has caused and hope you will be happy with our service going forward."

Instead, they contend that the line extension caused some of the pole replacement costs. There was no line extended, there was only an unwarranted upgrade of a transformer from a 10 KVA to a 25KVA. It was their duty to replace what was in my yard at their cost since it was

their pole that had failed. Putting up the new transformer instead of putting the old one back up on the new pole just made sense. According to them, I only needed a larger transformer and the cost of that item and the meters and the reconnection was certainly under the \$2,200 allowance.

At this point, it would also be nice to have them say something like, "Mr. Sessions, we also feel bad that you paid an excavator and an electrician to have underground service run per our requirement and when we decided it was not needed due to the pole replacement then to have you pay to have it converted back to overhead service and the trench covered up. We also feel bad that you had to spend your money going through several legal processes to get this matter corrected. We would like you to accept our check for the \$4,637 you paid to us plus the \$1,865 you paid in excavation, electrical and legal costs."

In summary, I would like to restate the following:

- Since their pole failed, they should have replaced it at their cost with what was there before the failure. My reconnection request did not cause their pole to fail.
- Combining the work orders should have saved me the cost of installation of the new transformer since they had to put one on the new pole to replace what was on the old pole.
- The cost of the items on my reconnection work order were well below the \$2,200 allowance. There should have been no bill to me for the upgrade in transformer as the costs were below what they allowed.
- They required additional work that was not necessary and costly to me

Sincerely,

A handwritten signature in cursive script that reads "W. Michael Sessions". The signature is written in black ink and is positioned below the word "Sincerely,".

W. Michael Sessions

## Certificate of Service

Docket No. 19-035-31

I hereby certify that on March 10, 2020, a true and correct copy of the foregoing was served by electronic mail to the following:

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W. Michael Sessions