

June 10, 2020

Via Electronic Filing

To: Public Service Commission of Utah

160 East 300 South

Salt Lake City, Utah 84414

Attention: Gary Widerburg

Re: Docket No. 19-035-31

Formal Complaint of W. Michael Sessions against Rocky mountain Power

Request for Review or Rehearing

At the PSC hearing, I sought to prove that the decision by Rocky Mountain Power (RMP) to require an upgrade in transformer size was in error. If there was no upgrade required, then the "line extension" tariff would not have been an issue. I provided as proof the following:

- A chart showing that my actual usage for the last year from RMP records for both meters was less than what a 3 KVA transformer could handle. The 50-year-old 10 KVA on the pole would have covered my needs three times over. There was no need to require an increase from a 10 KVA to a 25 KVA transformer.
- Pictures of the two power poles to the north of me that have 10 KVA transformers serving them. One serves two duplexes and the other serves 4 homes and a duplex. My home was the only one served by the 10 KVA transformer on the pole that was in my front yard.
- An expert witness that is an electrical engineer and previous Utah Power and Light employee that provided testimony that my home with its energy efficient appliances, insulated windows, Styrofoam block basement walls and 18 inches of attic insulation could easily be serviced by a 10 KVA transformer. He showed that his home that is 50% larger with a much larger air conditioner and a heat pump is served by a 10 KVA transformer. RMP told him repeatedly that an upgrade to a 25 KVA transformer is not in order when he requested one. His home is on my same street.

I knew the amount I was charged was not right and I thought that my only recourse was to prove that a line extension was not necessary.

At the formal hearing, I learned three important things, namely:

1. the cost of the larger transformer was not \$2,500 as previously quoted to me by Landon Lucero of RMP, but only \$1,167 according to RMP testimony at the hearing
2. the only item involving the line extension tariff is the larger transformer since there were no lines extended and no other materials involved.
3. The cost of \$4,637 I was required to pay was because RMP has tried to attribute costs to me that are not due to an upgrade in facilities, but rather to their pole failing.

There were two separate work orders, mine to reconnect power to my newly remodeled home and the RMP work order to replace a failed pole and cross arm. They encompassed different things and I was to pay for mine and they were to pay for theirs. At least, that is what should have happened.

#### Sessions Work Order:

When my remodeling was nearing completion, I called RMP to request reconnection of power to the new mast on my roof. In my front yard was the same power pole and transformer that served my house prior to the remodeling. When construction started, RMP sent out a representative to disconnect the service. The serviceman disconnected the 50 feet of wire that ran from the pole to the old mast and coiled it up on the existing pole so it could be reconnected to the new mast once construction was completed. Since RMP determined that an upgrade to a 25 KVA transformer was required, my work order was altered to add that to the order. My work order was to include 4 items:

1. The cost of the 25 KVA transformer
2. Installation of the 25 KVA transformer
3. Installation of two meters
4. Reconnection of the coiled wire from the pole to my new mast

Prior to the pole failure determination, RMP informed me that I would need to change to underground rather than overhead service. I paid both an electrician and an excavator to have that done. The excavator dug the 50 feet of 3-foot deep trench. The electrician changed the service from overhead to underground and installed PVC conduit with a pull rope in the trench. The trench, PVC conduit and service were inspected and then the excavator came again and covered the trench.

Then, when RMP determined that the pole in my yard needed to be replaced because of age and condition, they said that going overhead could be done due to the location of the new pole. I had the electrician come change the service back to overhead and the trench and buried PVC conduit were abandoned.

#### RMP Work Order:

When RMP determined that their pole located in my front yard had failed, they created a work order to replace it which required the following:

1. installing a new pole and cross arm within 2 feet of the existing pole
2. moving all the live overhead wires from the old pole to the new pole and cross arm
3. removing the existing transformer from the old pole and installing it on the new pole
4. removing the streetlight from the old pole and installing it on the new pole
5. removing the old pole and cross arm and filling in the hole
6. leaving sufficient coiled wire to cover the 50 feet from the new pole to my new mast.

In short, to exactly replace what was there prior to the pole failure with a new pole and all the items that were on the old one.

Landon Lucero of RMP prepared a document showing the project cost (Exhibit 1). During a site visit with Mr. Galvez, Mr. Lucero explained to me that the company would be paying only for the pole and cross arm and that all other costs were to be borne by me. From his calculation, RMP determined that my cost was to be \$6,837 (\$4,637 from me on top of the \$2,200 allowance given in the line extension tariff). He emphatically stated that I would be paying for everything but the pole and cross arm. Mr. Lucero noted that on the cost breakdown he prepared (Exhibit 1) near the bottom where it says "Company cost: Pole and Cross Arm." From this cost breakdown, the contract was prepared requiring me to pay \$4,637.

In a second visit a few days later, with Mr. Lucero present, Mr. Galvez said that they were in error and that RMP would be covering all the pole replacement costs, including switching the live overhead wires, streetlight, transformer, etc. from the old pole to the new pole. The only thing they could not do was to move the cable/telephone wires since they were the property of other companies. He told me that I would need to get that done and I did.

After the second visit and Mr. Galvez's cost clarification comments, I called Mr. Karl Sewell to find out the new contract amount based upon what Mr. Galvez said and Mr. Sewell told me that the amount was unchanged. I was still required to pay the \$4,637 to get power to my house. Mr. Sewell's exact words were, "if you want power, pay the money. Otherwise, you get no power." When I signed the agreement, I noted that it was not right below my signature (Exhibit 2). My need for power forced me to pay the money and then seek remedies to get it

back. When the company stated via Mr. Galvez that it was their responsibility to cover all the costs of replacing the pole, they should have adjusted the amount due from me. They did not.

My contention is that the transformer upgrade did not cause the RMP pole to fail. The pole failure was a totally separate issue and required a totally separate work order. The two work orders were different in purpose and who paid for each.

The cost breakdown (Exhibit 1) covered all the work of both work orders. There are 7 items listed that make up the total cost of \$11,881. An examination of the costs listed by account number makes it easy to determine which items belong to which work order (See Exhibit 3) per the statement by Mr. Galvez. Below are explanations of which items went to which work order and they help explain Exhibit 3:

- Item 108.2 Material Salvage is a credit for \$210 that goes to the Sessions work order for the salvage value of the 10 KVA transformer being taken out of service.
- Item 108.36 Removal Labor is for the labor and equipment to remove the old pole and cross arm, dig the hole for the new pole, install the cross arm to the new pole, put the new pole and cross arm into the ground, remove the old transformer and install the new one, haul off the old pole, fill in the hole of the old pole, clean up the area and provide traffic protection during the process. The whole process took 4 hours and the transformer portion took less than 30 minutes of the 4 hours. The RMP work order required the old transformer to be removed from the old pole and installed on the new pole. The Sessions portion of the labor was only to have the new one lifted and placed on the previously installed bracket instead of reinstalling the old transformer to the new pole. To be very conservative, I applied 20% of the labor cost to putting the new transformer up in place rather than the old one. Really, it is less than 10% of the total labor cost.
- Item 364 Poles, Towers and Fixtures is all part of the RMP work order
- Item 365 Overhead Conductors and Devices is all part of the RMP work order
- Item 369.1 Line Transformer is the cost of the 25 KVA transformer and it is all part of the Sessions work order
- Item 370 Meters is all part of the Sessions work order
- Item 373 Street Lights is all part of the RMP work order
- The Line Extension Allowance of \$2,200 applies to the Sessions work order cost

Combining the work orders should have been to save RMP a second trip, not for RMP to transfer nearly \$5,000 of their costs to me. The change in transformer size is the only increase in capacity required.

If the RMP work order was done by itself on a separate day than my work order, RMP would have paid all the costs of replacing the existing pole and cross arm, transferring the live overhead wires, transferring the transformer, transferring the streetlight, replacing the coil of wire and removing the old pole once the telephone/cable wires were removed. The last item required a separate trip about 3 weeks later.

If my work order was done by itself on a separate day from the RMP work order, RMP would have removed the old transformer and replaced it with the new one, installed the meters and reconnected the service. The \$2,200 allowance would have covered the \$1,167 net cost for the new transformer, \$262 for the two meters, the \$116 for the reconnection and there would be \$655 left in unused allowance to cover the half hour of time needed to change the transformers. The brackets and wires would already be there from the RMP work order, so \$655 would easily cover the cost of the labor and equipment for the change in transformer. Using the \$182 per hour loaded labor rate quoted by RMP, the remaining \$655 in unused allowance would have given them over 3.5 hours to accomplish the task that took less than 30 minutes to do.

In summary, there should have been no charge to me as my work order costs were within the \$2,200 line extension allowance. My reconnection request did not cause the RMP pole to fail. The RMP work order for replacing a failed pole should have been to provide a new pole with exactly what was on the old pole.

I request that you have RMP refund the \$4,637 I paid along with the costs I paid for the underground trench (two separate equipment rental fees at minimum 2-hour rate of \$225 plus the cost of the operator on both occasions) and electrician charges for changing to underground service and then back to overhead service plus the conduit and pull rope (\$1,165). These were required by RMP and not needed. These costs plus my legal costs total an additional \$1,865. Documentation of these costs will be provided upon request.

Sincerely,



W. Michael Sessions

Three Exhibits attached:

RMP Cost Breakdown, RMP Contract and Work Order Allocation Chart

**Certificate of Service**

Docket No. 19-035-31

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

**Utah Public Service Commission**

Gary Widerburg                      [psc@utah.gov](mailto:psc@utah.gov)

**Utah Office of Consumer Services**

Cheryl Murray                      [cmurray@utah.gov](mailto:cmurray@utah.gov)

**Division of Public Utilities**


Madison Galt                      [mgalt@utah.gov](mailto:mgalt@utah.gov)  
[dpudatarequest@utah.gov](mailto:dpudatarequest@utah.gov)

**Assistant Attorney General**

Patricia Schmid                      [pschmid@agutah.gov](mailto:pschmid@agutah.gov)  
Justin Jetter                      [jjetter@agutah.gov](mailto:jjetter@agutah.gov)  
Robert Moore                      [rmoore@agutah.gov](mailto:rmoore@agutah.gov)  
Steven Snarr                      [stevensnarr@agutah.gov](mailto:stevensnarr@agutah.gov)

**Rocky Mountain Power**

Data Request Response Center      [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
Tim Clark                      [tim.clark@pacificorp.com](mailto:tim.clark@pacificorp.com)  
Jana Saba                      [jana.saba@pacificorp.com](mailto:jana.saba@pacificorp.com)  
[utahdockets@pacificorp.com](mailto:utahdockets@pacificorp.com)

---

W. Michael Sessions

Exhibit 1

Mike Sessions, 2 lot res, WO 06492129, overhead

<u>job costs</u>		Material, Labor Vehicle, Cntrct & Other
Account	Major item and associated hardware	
FERC		
108.2	Material Salvage	-\$210
108.36	Removal Labor - Distribution	\$2,373
364	Poles, Towers & Fixtures 'Contract'	\$2,326
365	Overhead Conductors & Devices	\$5,198
368	Line Transformers - Blanket	\$1,377
369.1	Services - Overhead	\$116
370	Meters	\$262
373	Street Lights & Signal Systems	\$439
	<b>Total</b>	<b>\$11,881</b>
<u>less allowance and credit(s)</u>		
	Line Extension Allowance	\$2,200
	Company Cost: Pole & cross arm	\$5,044
<u>total: cost to customer</u>		
	<b>Customer Advance</b>	<b>\$4,637</b>

(UT Nov2017-NoRfnd)

Account #:83362265 001  
Service ID #:823438184 003

Landon Lucero  
C/C: 11461  
Request #: 6492129  
Contract #:

**MULTI FAMILY UNITS CONTRACT**  
between  
**ROCKY MOUNTAIN POWER**  
and  
**W MICHAEL SESSIONS**

This **Multi Family Units Contract** ("Contract"), dated May 24, 2018 is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **W MICHAEL SESSIONS** ("Customer"), for an electrical **Distribution System** for Customer's development to be known as Duplex (the "Development"); located at or near 4587 S 1150 W Rivedale, Utah, for 2 residential units within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedules and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide, within the Development, 120/240 volt, single-phase electric service, to 2 residences at Company approved metering locations, and 120/240 volt, single-phase secondary junction points for 0 residential units.
2. **Extension Costs.** Company agrees to invest \$2,200.00 (the "Extension Allowance") in improvements (the "Improvements") related to the Distribution System, and Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). The Extension Allowance consists of the following:
  - a) A residential allowance of \$1100 for 2 residences to pre-approved metering locations, which will be energized at the time the electrical distribution system is installed.
  - b) A residential allowance of \$750 for 0 residential units with just secondary voltage junction points in the current design.

The Customer Advance is \$4,637.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. The balance due is \$4,637.00.

3. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;
  - c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,



- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.
4. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads and other equipment foundations, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 4 shall survive the termination of this Contract.

5. **Effective.** This Contract will expire unless Customer:
- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract; and
  - b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end of this Contract.

6. **Special Provisions:** None

7. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and

right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

8. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
9. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
10. **Assignment.** Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
11. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
12. **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR**

IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

**W MICHAEL SESSIONS**

By *W. Michael Sessions*  
signature  
W. Michael Sessions Owner  
NAME (type or print legibly) TITLE  
6/20/18  
DATE

**ROCKY MOUNTAIN POWER**

By *Karl Sewell*  
signature  
Karl Sewell Manager  
NAME (type or print legibly) TITLE  
6-20-2018  
DATE

Customer's Mailing Address for Executed Contract

W Michael Sessions  
ATTENTION OF  
3800 S 1900 W TRLR 121  
ADDRESS  
Roy, UT 84067  
CITY, STATE, ZIP  
Wmsessions@aol.com  
EMAIL ADDRESS

*Paid because I need power,  
not because I agree with  
amount required.*

Rocky Mountain Power's Mailing Address for Executed Contract

1438 W 2550 S  
ADDRESS  
Ogden, UT 84401  
CITY, STATE, ZIP  
EMAIL ADDRESS

Exhibit 3			
Work Order Allocation of RMP Cost Breakdown			
Item Number per Cost Breakdown	Sessions Work Order		RMP Work Order
108.2 Material Salvage	(210)		-
108.36 Removal Labor - Distribution (20%/80%)	475		1,898
364 Poles, Towers& Fixtures	-		2,326
365 Overhead Conductors and Devices	-		5,198
368 Line Transformers	1,377		-
369.1 Services- Overhead	116		-
370 Meters	262		-
373 Street Lights	-		439
Line Extension Allowance	(2,200)		-
Total	(180)		9,861
Grand Total - \$9,681 (\$11,881 less \$2,200 credit)			
As allocated by RMP Cost Breakdown	4,637		5,044
Grand Total - \$9,681 (\$11,881 less \$2,200 credit)			