

South-Forty  
RV Park  
1170 N. Highway 89  
PO Box 279  
Marysville, Utah 84750  
435-326-4404

UTAH PUBLIC  
UTILITY COMMISSION  
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RECEIVED

April 16, 2012

Mr. Gary Widerburg  
Public Service Commission  
160 East 300 South-4<sup>th</sup> Floor  
PO Box 45585  
Salt Lake City, UT 84145-0585

Docket No. 12-035-78

RE: South Forty RV Park/Electric/Acct #89553622-002 6  
Rocky Mountain Power/Index #4290

Dear Mr. Widerburg

On February 8, 2012 I filed a complaint against Rocky Mountain Power for their charges. I was contacted by them and as a result nothing was accomplished. I then sent a second letter and was contacted through our email address and told to file a complaint with you. In that email there was a response in writing to the Public Utility Commission from Rocky Mountain Power. It stated from their customer service person, "I explained the \$50.00 basic charge for rate schedule 6 is a fixed charge that covers the cost associated with having THREE PHASE ELECTRIC service, etc". I have attached a copy of that for you to read. I have also attached a copy of our contract with Rocky Mountain Power for our RV Park that states, "they are providing single phase electric to our RV Park."

When I ended the call with Rocky Mountain Powers customer service representative it was because she had no idea what she was talking about or our complaint. We DO NOT have 3 phase electric on our property. We do not have and did not install 3 phase electric we only have single phase electric. So now it is very evident they do not know what we had them install here and they have obviously been charging us for 3 phase electric since 2008! Again my initial complaint was because they are charging us for 2 meters over a 5 month period that are not in use as we are a seasonal business and not open during those months which is a cost of \$500.00 a year.

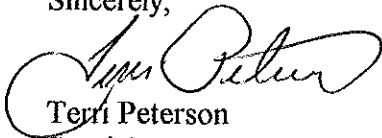
Now... we have the issue that they in writing have stated that they have been charging us for 3 phase electric since 2008 when in fact we installed single phase electric. That explains why our bill is so ridiculously high every month. The 2<sup>nd</sup> issue again is there is no

reason to be charged for meters that are not being read or used and they KNOW that we are not using them from November 1<sup>st</sup> until March 31<sup>st</sup> of every year and there is 3 years of meter readings to show we don't use those meters from November 1<sup>st</sup> until March 31<sup>st</sup> every year. I should not have to turn the power off and be charged and then pay to turn it back on when it fact they know there is no reason to read those meters in that time frame, they know we have not used any power on those 2 meters in that time frame. If we were to use those meter (which we don't) it would show up on the next meter reading they would take in April of each year.

I want a credit for being charged for 3 phase electric since 2008 when in fact we only have single phase electric and I want to know how much that credit is going to be for. I also would like to have it resolved that they cannot charge us for meters that are not being used in a 5 month period every year.

I would appreciate you calling me so we could discuss how to resolve this issue. I look forward to hearing from you and resolving this matter. Thank you.

Sincerely,



Terri Peterson  
South Forty RV Park  
435-326-4404

Attachments

Contract from Rocky Mountain Power  
Letter from complaint from Rocky Mountain Power

# Informal Complaint Report

Index Number: 4290 Company Name: Rocky Mountain Power

## CUSTOMER INFORMATION

Customer Name: South-Forty RV Park Account Number: 89553622-002 6  
Other Contact Info: Terri & Jim Peterson Phone Number: (435) 326-4404  
Customer Address: Other Phone:  
Customer Address: 1170 N. Highway 89 PO Box 279 Email Address:  
City: Marysvale State: UT Zip Code: 84750

## COMPLAINT INFORMATION

Type of Call: Complaint Complaint Type: Rate Increase  
Date Received: 1/23/2012 Date Resolved: 1/27/2012  
Complaint Received By: Maria Martinez DPU Analyst Assigned:  
Utility Company Analyst: Jillian Fredrickson  
Company at Fault:  Actual Slamming Case:  Actual Cramming Case:

### Complaint Description:

See correspondence file.

### Complaint Response:

Terri Peterson  
South-Forty RV Park  
1170 N Highway 89  
Marysvale, Utah 84750

#### Background

There are three meters for the RV park associated with the address above. The following is a list of the meter descriptions and the current rate schedule in which they are being billed:

RV wash room, Schedule 23  
North #1, Schedule 6  
North #2, Schedule 6

I have reviewed the usage history for each of these meters and they are being billed under the correct rate schedule. Both of the North meters register demand of 35 kW or greater during multiple billing periods each year and therefore are not eligible for rate schedule 23. Electric Service rate schedules are based on continuing service.

#### Customer Contact and Summary

I spoke with Mrs. Peterson on January 25, and listened to her concerns. During our conversation, Mrs. White expressed her frustration with the amount of the basic charge and being subject to the charge during their off season. I explained the \$50.00 basic charge for rate schedule 6 is a fixed charge that covers the costs associated with having three phase electric service, including the cost of the meter and meter reading, preparing and providing a bill, and administrative costs. I also explained that we are able to bill the usage on a seasonal schedule and this would eliminate the need for her to pay during the off season. However, she would be paying the same amount for the basic charge, but it would be billed in a lump sum towards the end of each year.

Mrs. Peterson was not satisfied with the explanation or the offer to change to seasonal service. She says we should be able to waive the basic charges during the off season because she pays over \$17,000.00 per year for their electric service. I explained we are not able to waive the basic charges as all customers are required to pay the basic charge associated with the appropriate rate schedule. I also explained all rates currently in effect have been approved by the Public Utility Commission. Mrs. Peterson stated she will be perusing this at a higher level and ended the call.

(UT 10/06)  
Service ID #: 243723162  
C/C: 11371

Bradley Christensen  
Contract #: 143298176  
Request #: 5125879

**GENERAL SERVICE CONTRACT  
(1000 KW OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
TERRI PETERSON**

This Contract, dated March 26, 2008, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and Terri Peterson ("Customer"), for electric service for Customer's South Forty Trailer Court operation at or near 1170 N Highway 89 Marysvale, Utah.

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

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be 0 kW (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** The Company has agreed to fund a portion of the cost of the improvements (the "Improvements") related to the extension (the "Extension Allowance") as per tariff, and Customer agrees to pay all construction costs in excess of the Extension Allowance ("Customer Paid Costs"), in accordance with the selected option below. (Initial selected option on the blank space at the beginning of the option and pay the advance given in that option.)

\_\_\_\_\_ **Refund Option.** The Customer Paid Costs are \$2,128.00, and Customer remains eligible for \$1,275.00 in refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Paid Costs allocable to the shared Improvements for each of the first three additional customers. The Company will try to inform Customer when a refund is due; however, Customer is responsible for requesting a refund.

\_\_\_\_\_ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of \$250 and waives Customers' right to refunds should