

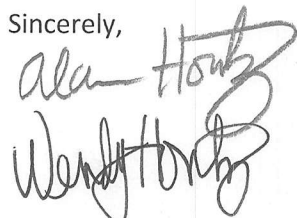
Utah Public Services Commission  
Heber M Wells Building, 4<sup>th</sup> floor  
160 East 300 South  
Salt Lake City, Utah 84114

Attn: Gary Widerburg  
Commission Secretary

RE: Docket No. 147-035-05 In the Matter of the Formal Complaint of Alan and Wendy Houtz against Rocky Mountain Power.

The Houtz's herein files their response and opposition to the motion to dismiss in the above referenced matter.

Sincerely,

Handwritten signatures of Alan Houtz and Wendy Houtz. The signature for Alan Houtz is written above the signature for Wendy Houtz.

Alan and Wendy Houtz

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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IN THE MATTER OF Alan and	.	
Wendy Houtz,	.	Docket No. 17-035-05
Complainants,	.	
Vs.	.	The Houtz's response the
Rocky Mountain Power,	.	Rocky Mountain Power's
Respondent.	.	motion to dismiss
.	.	
.	.	

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Alan and Wendy Houtz maintain that they were, in fact, unjustly treated by Rocky Mountain Power in their request to supply power to an additional building on their property.

## BACKGROUND

1. We contacted Rocky Mountain Power to help us supply power to a shop/mother-in-law apartment being built next to our home on our property in Mapleton. Although we preferred to have power from the house extended to the shop/apartment, the estimator, Greg Peterson, said that this was not a viable option and supplying power to the building would require separate service and a line extension.
2. Mr. Peterson stated that the current transformer supplying power to the property was at capacity and that a new transformer may need to be purchased. Upon receipt of the contract, we disagreed with the cost of \$7093, but submitted it to avoid holding up our construction schedule.
3. We filed an informal complaint because of the high cost. A few days later, Wendy received a call from a representative of the company who said that what was proposed in the contract was essentially the only viable option for getting power to the building. He stated that this was all allowable under the current tariff, etc. He informed Wendy that the transformer we were required to purchase was not exclusively for our new construction but would serve 10 homes, and we were incurring the charge because we would be the ones putting the current transformer over its limit. He agreed that Rocky Mountain Power is a monopoly and we had no other option.
4. Still feeling like the issue was in no way resolved, we filed a formal complaint. Only after the formal complaint was filed, Rocky Mountain Power review the original job design and modified the design to complete the work at a lower cost.
5. Without any explanation, we were sent a revised contract. Wendy called and spoke to Mr. Peterson for clarification and to question why we were still not on the schedule to have power supplied. Mr. Peterson stated that we were still not on the schedule because we had "filed a complaint against him". She told him that we did not file a complaint against him, but against Rocky Mountain Power. He responded that since he was the estimator, it was a complaint against him. Wendy asked why the lower priced option was not presented in the first place. Mr. Peterson responded that he was trying to keep the current transformer (that we were to replace) in service.
6. Rocky Mountain Power asserts that the modified design would involve installing a new 50 kVA transformer on a pole "a little further away". This is not true. In the original design the 50kVA

transformer that would be replaced with a 75kVA transformer is located on a pole in front of a home a few houses away. In the modified, and less expensive, design, the new transformer was installed on a pole that is, in fact, directly in front of our property.

#### OPPOSITION TO MOTION TO DISMISS

7. Although Rocky Mountain Power may have followed Commission rules and Company tariffs, its actions were indeed unjust. We question why the first job design was presented. It involved replacing an existing transformer rather than installing an additional new transformer in closer proximity to the new service, which actually allows more power to be provided to the neighborhood. The only reason we can see is that the current transformer was aged and/or dated and it was better for Rocky Mountain Power in the long run to replace the existing transformer even though it would be at a greater cost to us.
8. We do not feel that we have reached a satisfactory agreement with Rocky Mountain Power. We signed the modified contract because we needed power service for the shop/apartment and were told that we would not be on the schedule until we did so. We do not feel that we have been dealt with fairly.

#### CONCLUSION

9. Wherefore, based on the events in supplying power to our property and the way the company took advantage of our new construction to upgrade their equipment, we ask that Rocky Mountain Power's policies be looked into so that other customers do not fall victim to their way of doing business.