

## **BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

Formal Complaint of Gregg Ann Herrern  
against  
Rocky Mountain Power

DOCKET NO. 25-035-66

### **RESPONSE OF COMPLAINANT TO ROCKY MOUNTAIN POWER'S ANSWER AND MOTION TO DISMISS**

Complainant, Gregg Ann Herrern ("Complainant"), hereby submits this Response to Rocky Mountain Power's Answer and Motion to Dismiss and states as follows:

1. Complainant acknowledges receipt of Rocky Mountain Power's Answer and Motion to Dismiss filed on January 7, 2026.
2. Complainant disputes Rocky Mountain Power's assertion that financial responsibility for correcting the identified clearance violations properly rests with the homeowner, particularly where the utility infrastructure predates Complainant's ownership by decades and no homeowner action created the original conditions. Prescriptive easements, exist.
3. Notwithstanding this dispute, Complainant is willing to cooperate in the interest of public safety and timely resolution.
4. Complainant agrees to grant Rocky Mountain Power a limited easement subject to all of the following conditions:
  - a. The easement shall be strictly limited to a five-foot by five-foot (5' x 5') area located in the furthest northwest (NW) corner of the property. Installation shall be coordinated with the owner, who respectfully requests no less than thirty (30) days' prior written notice to ensure the easement, pole placement, and scope of work are consistent with the agreed location and do not encroach elsewhere on the property.
  - b. Any pole installed pursuant to this easement shall be for the exclusive use of the service address at 931 First Avenue, Salt Lake City, Utah, and shall not be used to serve any other property, parcel, or future development.
  - c. No future expansion, relocation, replacement with a larger structure, or installation of additional equipment, lines, transformers, or facilities shall be permitted within the easement area or elsewhere on the property without the express prior written consent of

the Complainant and, if required, further Commission approval.

d. Trenching shall be coordinated from the pole to the meter box, as part of Rocky Mountain Power's work while construction and dirt-moving equipment is mobilized on-site, with the date, route, and scope of trenching coordinated in advance so the Complainant may be physically present during such work.

e. Complainant shall provide, at her expense, a licensed electrician and the required conduit solely for the final connection at the bottom of the meter box, with all other materials, labor, and utility-related work to be performed by Rocky Mountain Power consistent with its tariffs and representations.

f. Restoration Clause: Upon completion of all work, Rocky Mountain Power shall restore all disturbed areas of the property—including but not limited to yard, landscaping, soil, hardscape, and driveway surfaces—to substantially the same condition that existed prior to construction, reasonable wear excepted, at no cost to the Complainant.

5. This conditional agreement is made without waiver of Complainant's objections and shall not be construed as an admission that Rocky Mountain Power has complied with applicable tariffs, regulations, or safety standards.

6. Complainant respectfully requests that the Commission deny the Motion to Dismiss or, in the alternative, retain jurisdiction to ensure that any resolution is implemented consistent with the above conditions.

DATED: January 21, 2026

Gregg Ann Herrern  
Complainant  
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