

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Formal Complaint of
Dee Dillman and Marie Ginman against
Rocky Mountain Power

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DOCKET NO. 08-035-84
REPORT AND ORDER ON REQUEST
FOR REVIEW AND RECONSIDERATION

ISSUED: March 30, 2009

By The Commission:

On January 14, 2009 the Commission issued its Report and Order regarding the Formal Complaint of Dee Dillman and Marie Ginman. On February 24, 2009, more than 30 days after the issuance of the Report and Order, Rocky Mountain Power (Company) filed its Petition for Review and Reconsideration of Commission's Report and Order. The Company's Petition was strictly limited to review of the portion of the Order requiring the Company to offer a Residential Deferred Payment Agreement as defined in R746-200-5. Although the Company's Petition was filed after the 30-day period mandated by Utah Code §§ 63G-4-301 and 54-7-15, the Company did inform the Commission, verbally, on February 9, 2009, that it would file the limited Petition for Review and Reconsideration. We found that the Company was not dilatory in filing its Petition, found good cause for lengthening the time in which the Company could file its Petition, and lengthened the time in which the Company could file its Petition.

On March 16, 2009, we granted review and reconsideration.

The Company currently invoices and books amounts due for property damage separate from amounts due for electric service. When damage to Company property occurs, the Company seeks to recover for property damage caused by third-parties, whether customer or not,

in situations such as vehicle collisions with Company-owned poles, vehicles, and buildings. The Company routinely agrees to payment plans when the responsible party is unable to make a lump sum payment.

The Commission, however, in paragraph three of the Order, stated: “The Company shall enter into a Residential Deferred Payment Agreement with the Dillmans allowing them to continue to receive service, while still paying on their obligation.” The Company has assured the Commission that it is willing to offer the Dillmans a payment plan to retire the debt incurred as a result of damage caused to its property. This payment plan would be offered on the same terms as offered to others who have damaged Company property. However, the Company did have concerns with offering the Dillmans a “Residential Deferred Payment Agreement” as defined in R746-200-5. It stated it would prefer to continue the historic practice of separating the collection of unpaid residential electric service bills from the collection of unpaid property damage bills.

This historic separation is required by the Residential Utility Service Rules, R746-200. Section R746-200-5 allows an “account holder who cannot pay a *delinquent account balance* on demand . . . the right to receive *residential* utility service under a deferred payment agreement.” (emphasis added). Section 200-2(A) defines an “Account Holder” in part as: “[a] person . . . which has agreed with a public utility to pay for receipt of *residential utility service* . . .” (emphasis added). Furthermore, Section 200-7 defines a “Delinquent Account” as “[a] *residential utility service bill* which has remained unpaid beyond the statement due date.” Thus, the rules limit the use of a Residential Deferred Payment Agreement to amounts for delinquent

residential utility service bills. The unpaid bill at issue here is not a “delinquent account balance” from a “residential utility service bill.” The charges resulted from the Dillmans’ felling of the Company’s line.

The Company notes that we have consistently limited the use of a Residential Deferred Payment Agreement under R746-200-5 to delinquent residential electric service charged as billed under the Company’s filed tariffs. The purpose of the Residential Deferred Payment Agreement is to allow customers the opportunity to continue residential service while paying outstanding debt for electric service, the regulated charges owed to the utility. Therefore, ultimately, requiring the more restrictive collection mechanism in R746-200-5 for property damage caused by the Dillmans would be less favorable to them. Absent the standing Order, the Company would not seek disconnection under Section 200-7(G) for non-payment of the amounts at issue.

Therefore, based on the argument and factual allegations cited by the Company, and there being no opposition to the Motion for review and reconsideration, we order as follows:

ORDER

1. The language in paragraph 3 of the January 14, 2009 Report and Order is stricken;
2. That paragraph is hereby amended as follows:

Within 30 days of this Order, the Company shall offer the Dillmans a promissory note allowing payments to be made in 12 equal monthly installments and with other terms consistent with its usual payment plans for unpaid property damage bills. The Dillmans shall have 30 days from the date of the offer within which to provide any requested information needed for establishing the payment plan and to execute the promissory note. If the

DOCKET NO. 08-035-84

-4-

Dillmans do not return the executed the promissory note to the Company within thirty days of the Company's offer or if the Dillmans default on the promissory note, the Company shall be free to pursue all other collection options allowed by law.

3. Pursuant to Utah Code § 63G-4-302(1)(a), an aggrieved party may request reconsideration of this Order by filing a written request with the Commission within 20 days after the issuance of the Order. Responses to a request for reconsideration must be filed within 15 days of the filing of the request. If the Commission does not grant reconsideration within 20 days after the filing of a request for reconsideration, it is deemed denied. An aggrieved party may also forego requesting reconsideration and immediately seek judicial review of the Commission's final agency action. That may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of Utah Code §§ 63G-4-401, 63G-4-403, and the Utah Rules of Appellate Procedure.

DATED at Salt Lake City, Utah, this 30th day of March, 2009.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary

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