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**ORIGINAL** ARIZONA CORPORATION COMMISS  
UTILITY COMPLAINT FORM

**Investigator:** Richard Martinez

**Phone:** |

**Fax:** .

**Priority:** Respond Within Five Days

Arizona Corporation Commission

**Opinion No. 2013 - 110468**

**Date:** 5/1/2013 **DOCKETED**

**Complaint Description:** 08A Rate Case Items - Opposed  
N/A Not Applicable

MAY 3 2013

**Complaint By:** **First:** Sue **Last:** Downing

DOCKETED BY [Signature]

**Account Name:** Sue Downing

**Home:** (000) 000-0000

**Street:**

**Work:**

**City:** Elgin

**CBR:**

**State:** AZ **Zip:** 85611

**is:**

2013 MAY - 3 A 11:33  
RECEIVED  
ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

**Utility Company:** Sulphur Springs Valley Electric Cooperative, Inc

**Division:** Electric

**Contact Name:**

**Contact Phone:**

**Nature of Complaint:**

\*\*\*\*\*Docket No. E-01575A-09-0453\*\*\*\*\*

Sent through the most recent SSVEC Docket No. as a instrument to have the Commissioners read customer's concerns regarding her most recent issue involving SSVEC\*\*\*\*\*

April 30, 2013

Dear Commissioners;

I wish to make you aware of the harassment I continue to suffer from my former role as an intervener for the SSVEC rate case. I have been a SSVEC Cooperative member since 1985 and currently have four meters with SSVEC. In becoming an intervener, I exercised my rights as an American and as a cooperative member. I gave many hours representing my community (Sonoita, Elgin, Canelo and Patagonia) in this role. Because of this, SSVEC has treated my unfairly, harassed and threatened me.

The attached letter from the SSVEC lawyer (Gust Rosenfeld, dated April 24, 2013) is one of many examples. The pole they wish to replace was severely damaged from the fire that was caused by a failure of their electrical equipment this winter. I have a witness that heard a pop and saw the fire start. SSVEC has denied any knowledge of the causation. When SSVEC responded, they extinguished the fire on the electrical poles, while the local fire department extinguished my burning fence and surrounding grass. After the fire was out, they purposely cut power to my tenant, and left this family with a three week old baby without heat or power with temperatures in the twenties. After several calls throughout the evening from my tenant and me, we were able to get them to come back and restore power since the fire had not damaged the service. They then charged me over \$130, for an emergency call to restore the power to my tenant, even though I did not ask for it to be disconnected. They threatened to disconnect my power if they did not get immediate payment. I tried fruitlessly to get this resolved; this

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too was a form of harassment. To this day, they insist that I directed them to turn off the power to my tenant. This is untrue. Further information on this situation can be found in your records, complaint #107806. The four fire damaged poles pose a safety threat and I requested that they be replaced immediately. The fire occurred in January and they have made no effort to replace them. They do not have an easement on my property; however that has never stopped them from entering my property before. There are many homeowners in the SSVEC Cooperative that have SSVEC equipment on the property without any easements; in fact the entire 25kV line from Whetstone to Sonoita is without an easement.

Last Thursday I received this threatening and harassing letter from SSVEC in regard to replacing this pole that is on my property (one of four). The pole is one foot off my property line. I pose this question, does SSVEC have their attorney sent threatening and harassing letters, such as the one I received, to each member that needs a pole replaced? I can assure you they do not. Just like they probably don't intentionally shut off power to families and then claim that the property owner requested the power be cut in freezing temperatures and then charge a fee to have the power restored.

When SSVEC brought the new 69kV line through our community, other members were provided underground distribution services to their meters to minimize the visual effect of the new shiny metal poles. This is so homeowners would not have two sets of poles to look at. When I asked for the same improvement, I was told by the SSVEC crews that SSVEC would not do that for me because I fought them on the rate case. Why is this? Why are they permitted to get away with this?

I have great difficulty understanding how a corporation can be so unprofessional, hateful and deceitful. This situation has been unprovoked. I am requesting fair and equitable treatment from my cooperative and an end to this harassment; please intervene on my behalf.

Sincerely,

Susan Downing

Attachment- April 24, 2013 letter from Gust Rosenfeld Law Firm

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Gust & Rosenfeld-Attorneys since 1921 P.L. C.

April 24, 2013

Via Certified Mail, Return-Receipt Requested

Ms. Susan Downing

Elgin, AZ 85611

Re: Fire Damaged Electrical Distribution Pole Replacement - Our file No. :  
023554-00003

Dear Ms. Downing:

As you are aware, a brush fire damaged an electric distribution pole on your property earlier this year. It is necessary for Sulphur Springs Valley Electric Cooperative ("SSVEC") to replace that fire-damaged pole. I am writing to you because you have previously refused SSVEC access to inspect the fire damaged pole.

Please understand that the fire damaged pole provides service to your property. As an easement holder, SSVEC has the right to enter your property to maintain and, in this case, replace the fire-damaged pole to insure that it does not become a hazard. SSVEC would like to accomplish this replacement in a way that is as convenient as possible for you and your tenants. That, however, requires your cooperation to schedule a mutually acceptable time for the replacement of the pole. If such cooperation is not forthcoming, SSVEC will inform you of when it intends to replace the damaged pole.

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Also, while SSVEC would address this matter without any undo consternation, please know that an interference with SSVEC's right to replace the damaged pole will not be tolerated. If it is necessary for SSVEC to obtain a court order authorizing the replacement of the damaged pole, it will seek to recover its incurred attorneys' fees from you. I hope you do not perceive this as a threat, but rather as an indication of the seriousness of the situation and SSVEC's need to replace this damaged pole.

If it is my sincere hope that you and SSVEC will be able to agree on a time for the damaged pole to be replaced. However, if I have not heard from you by April 30, 2013, SSVEC will proceed to schedule a replacement date. If you interfere with the replacement in any way, I have been instructed to seek a court order authorizing the replacement of the damaged pole.

Very truly yours,

Robert M. Savage  
For the firm

RS2:mes

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There seems to be a concern about the fact if this SSVEC pole is located within a Public Utility Easement. Please provide the ACC with the documentation that this pole is indeed within a public utility easement.

According to customer she has a witness who heard a huge pop (possibly a transformer) as customer claims she has a portion of this burnt transformer in her possession. Was the fire caused by SSVEC's equipment?

Please report your findings to the ACC.

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\*\*\*\*\* SEE COMPLAINT # 110451 \*\*\*\*\*

\*End of Complaint\*

**Utilities' Response:**

**Investigator's Comments and Disposition:**

5/01

Emailed to the Phoenix ACC office for docketing.

FILE CLOSED.

\*End of Comments\*

**Date Completed: 5/1/2013**

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