

COPY

Reply from the Bowers

Office of the Secretary
Service Date
September 5, 2007

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**PAMELA AND SCOTT BOWERS,
COMPLAINANTS,
v.
IDAHO POWER COMPANY,
RESPONDENT.**

CASE NO. IPC-E-07-14

NOTICE OF INVESTIGATION

ORDER NO. 30421

*Set
Pg 11*

On July 3, 2007, the Commission received a "formal" complaint from Pamela and Scott Bowers (the Bowerses) against Idaho Power. The Bowerses' Complaint was supplemented and/or reiterated with additional information received by the Commission on July 26, 2007, consisting of additional written information as well as a map of their subdivision. The Bowerses requested in their Complaint that new rules or laws be enacted dealing with shared transformers for business/commercial customers. With this Order the Commission opens an investigation and directs the Company to provide additional information as more fully set forth below.

BACKGROUND

In December 2004, the Bowerses obtained service from Idaho Power at their business, Bowers Transportation, in Caldwell, Idaho. The Bowerses' business is located in a commercial subdivision. A pad-mounted transformer was placed on their property, in a recorded utility easement, to serve their lot. They were required to pay \$1,461 for line extension costs above the allowance for terminal facilities paid by the Company in order to establish their service connection with Idaho Power.

Around December 2006, on the lot adjacent to the Bowerses, Terra-West Inc. (Terra-West), established service with Idaho Power with a line extension from the same transformer serving the Bowerses. Terra-West was not required to pay any money toward the shared facilities. The Bowerses complained that it was inequitable that they had to pay for a line extension to obtain service and Terra-West did not. They claim that they are the only lot owners in their commercial subdivision who are required to share service. The Bowerses are also extremely upset regarding the easement on their property and the entry onto their property to hook up Terra-West's service. Additionally, the Bowerses complain that because of the shared usage of the transformer, if their electric usage increases in the future, i.e., by additional

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construction or buildings on their lot, that they will again have to pay for additional upgrades – where Terra-West has paid nothing.

DISCUSSION

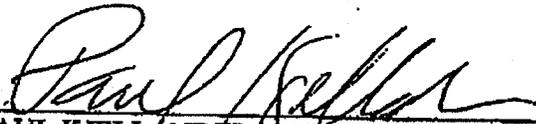
Having reviewed the Bowerses' Complaint and accompanying materials, we find there is good cause to initiate an investigation into the line extension rules and policies of Idaho Power, and more specifically Rule H of the Company's approved tariff. The Commission has the power and authority to initiate this investigation pursuant to *Idaho Code* §§ 61-503, 61-502, 61-501, and 61-612, and may do so upon complaint or upon its own motion.

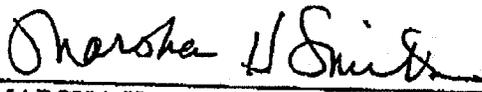
Pursuant to our authority and on our own motion, the Commission initiates this investigation into the Bowerses' Complaint including Idaho Power's line extension/refund rules and policies and Rule H of the Company's approved tariff. We direct Idaho Power Company to file a report within 30 days of the service date of this Order responding to the issues raised in the Complaint. The report should generally respond to the Bowerses' complaints including, but not limited to: The details surrounding the Bowerses' service request that led to a non-refundable line extension charge of \$1,461 as a result of applying the Company's Rule H line extension tariff; the details surrounding the service request of Terra-West that led to its service connection at no charge utilizing the same facilities that serve the Bowerses; and an explanation of how two customers using the same facilities can be charged so differently under Rule H of the Company's tariff.

ORDER

IT IS HEREBY ORDERED that Idaho Power Company file a report within 30 days of the service date of this Order responding to the issues set out above.

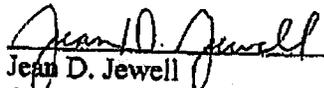
DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 5th day of September 2007.


PAUL KJELLANDER, PRESIDENT


MARSHA H. SMITH, COMMISSIONER


MACK A. REDFORD, COMMISSIONER

ATTEST:


Jean D. Jewell
Commission Secretary

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NOTICE OF INVESTIGATION

Pam & Scott Bowers
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Star, ID. 83669-5300
Phone 208-286-9909
Fax 208-286-9846

7/16/07

To Whom It May Concern:

Regarding: We are asking for HELP.

Please respond, help or give your opinion. We need to get some rules and laws passed to prevent this type of abuse...

We purchased a commercial lot in Caldwell, Idaho. We were told required and did pay for and install power to our lot, as did each lot owner in this commercial subdivision.

Problem: Except for our neighbor, he works for and installs under ground utilities for Idaho Power. He built a shop and while we were gone he instructed his employee to open our locked gate. He cut the chain; they broke in and illegally entered our property. He hooked up to our-the power service box, the equipment we paid for, that is on our property. The neighbor now has our-the service for FREE !!! Idaho power claims this is their easement so they have the right to give this neighbor the right to trespass and to give him service for free, they can do as they ----- well want !!! They have and continue to back and protect this neighbor, at our expense.

New rules and updated laws need to be in place to protect others and to correct this injustice done to us. Our opinion, the neighbor has no right to use and access our property! Blessinger used his position and Idaho Power used their power and have claimed a phony easement right to give him our-the service that we paid for. We are retaining the right to sue all parties involved now and in the future. Neither party, no one connected or involved and or their representatives etc...they cannot claim a prescriptive easement right to use our property now or in the future.

If it is true and laws are in place, that we are required to share this service... New rules and laws need to be put into place so that it is fair for all parties.

1. The equipment shall be installed on the property line equally, not on one property owners land and lines run under the fence and onto the other property owner's lot-land.
2. No prescriptive easements or clouding a title on just one of the two lot owner's property can be given by Idaho Power.
3. The taking of another person's property should be illegal.
4. Each party receives the same amount of power-amps.
5. Notice shall be given to both-each lot owner, prior to installing equipment. Either in writing, phone calls etc... Breaking and entering should be illegal.
6. A written agreement should be required for both parties and with Idaho Power. Spelling out what is expected of and from each and all parties etc...Making each lot owner equally responsible for payment and or damages etc...

We would appreciate an answer as to WHY are WE the ONLY lot owner required to share SERVICE?

WHY are WE the ONLY party required to pay for the equipment and installation etc... ?

WHY does Idaho Power have the authority or right to give a neighbor the use of our land, the right to trespass... even if it is a legal easement for Idaho Power?

When, Mr. Blessinger, torched our gate and took his crew onto our property, we feel just as violated as we would had he done a home invasion at our home. Our commercial yard is our office and work place.

When I went to Mr. Blessinger and personally to ask him to remove his line off my property an argument ensued and he had a religious slur leaving me to believe this is religious discrimination. It is impossible to understand this situation, why Idaho power and Blessinger have done this to us why we are the only lot owner in this commercial park-subdivision that is required to share and only at "our expense".

As for hiring an attorney we have been ripped off, paid money and no one will take the case. They admit it is a crime "but..." There is not enough money in it for them and it would cost us \$7,000.00 up to defend this. We were told you don't have enough money to fight them. So, we need to make changes with the rules and in the laws instead!

Idaho Power company has the control-power and hundreds of attorneys paid for by the public-us, to do as they ---well want !!! Their own words! They can do as they ---well want and can create an easement if one is not in place, we do not have a choice or any rights with regard to this. I still question that! The Idaho Power reps; Steve Brown, Gary Neal and MC Fhee are just a few involved with this matter. They have given the neighbor the use of our land, clouded our title, trespassed illegally, lied to us and committed fraud, in our opinion.

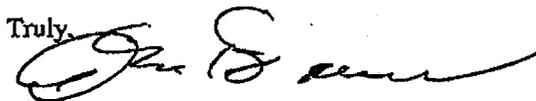
The PUC is backing Idaho Power and helping to protect Blessinger, in our opinion, why we cannot understand!

The lying and the cover-up constantly going on in Washington, D.C. seems to be becoming the order of conduct within our justice system right here in what I would call rural Treasure Valley. Rural people use to have principles, honesty and respect for other peoples rights and their constitutional rights. Our Justice system has turned their backs on the basics. IS OUR QUALITY OF LIFE IN THIS MUCH TROUBLE?

I want to go before the legislature, speak about this problem, correct it, and stop this abuse. Stop the taking of a persons land and their use of their own land. Stop the large Corporations extreme power... Keep them from taking a land-lot owners rights, stop them from giving your property to another when they ---well want to!

Please HELP and respond immediately with any suggestions etc...

Truly



Pam Bowers

Pam & Scott Bowers

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

PAMELA AND SCOTT BOWERS,

COMPLAINANTS,

v.

IDAHO POWER COMPANY,

RESPONDENT.

CASE NO. IPC-E-07-14

IDAHO POWER'S RESPONSE TO THE
COMMISSION'S NOTICE OF
INVESTIGATION

Pursuant to Idaho Public Utilities Commission Order No. 30421, Notice of Investigation, in Case No. IPC-E-07-14, Idaho Power Company ("Idaho Power" or the "Company") submits the following report to the Idaho Public Utilities Commission ("IPUC" or the "Commission").

I.

DETAILS SURROUNDING THE BOWERSES' SERVICE REQUEST

Pamela and Scott Bowers own a lot in the 20/26 Commercial Park Subdivision located in Caldwell, Idaho, a commercial subdivision recorded with the Canyon County Recorder on July 13, 2000, as document 200024601 (the "Subdivision"). The

Bowerses' property is Lot 2 of the Subdivision and is generally known by the property address, 15931 Gunfire Road (the "Bowerses' Lot").

In December 2004, the Bowerses requested underground single-phase electrical service from Idaho Power for a 200-amp panel located at the facility constructed on their lot. Pursuant to their request, Idaho Power placed a Company-owned 50 kVA pad-mounted transformer within a permanent ten-foot wide public utility easement within the Subdivision. The easement is located five feet on either side of the lot line between the Bowerses' Lot and Lot 1 of the Subdivision, the lot located immediately west of the Bowerses' Lot (the "Terra West Lot") as depicted in the Work Order Map in Attachment 1. Idaho Power sized the transformer to accommodate the loads anticipated by the Bowerses in their service request. The Bowerses' Service Request, attached as Attachment 2, requested service adequate to cover 30 kW of 1 Phase Demand and 50 kW of Connected Load.

As noted in Attachment 2, the work order estimate for the cost of the new distribution facilities and installation of the facilities requested by the Bowerses was \$2,660.00, of which the Bowerses paid \$1,461.00. Additionally, they were charged an engineering fee of \$144 for the work order design and an Underground Service Attachment fee of \$102.45.

The \$2,660.00 work order estimate was calculated using the provisions of Rule H, "New Service Attachments and Distribution Line Installations or Alterations" ("Rule H"), Section 4, "Charges for Line Installations and Additional Charges for Underground Service Attachments," Section a(i) "Line Installation Charges - Line Installation Charges Inside Subdivisions". The Company's Rule H tariff is attached as Attachment 3. The

breakdown of the \$2,660.00 estimated cost was: (1) \$1,121.17 for labor, (2) \$1,675.06 for materials, and (3) \$226.18 for use of Company equipment and vehicles.

The total work order cost of \$2,660.00 was offset by an Overhead Terminal Facilities allowance, as specified in Rule H, Section 4(a)(i), "Line Installation Charges Inside Subdivisions," in the amount of \$1,199.00. This amount was funded by the Company. Overhead terminal facilities are generally provided by the Company through the allowances listed in Rule H and include the transformer, meter, service cable and underground conduit (where applicable). Generally, the difference between the cost of overhead and underground facilities is charged to the customer. In this case, the Bowerses were charged \$1,461 for the new underground distribution facilities (the cost estimate less the estimated cost of the overhead terminal facilities.)

The applicable, non-refundable Underground Service Attachment charge was calculated using the guidelines listed in Rule H, Paragraph 4(b), "Underground Service Attachment Charge." The Underground Service Attachment charge included a \$1.05 per foot charge for the installation of service wire from the pad-mounted transformer to the Bowerses' meter base and a \$30.00 base charge. At a distance of 69 feet from the transformer to the Bowerses' meter base, including the \$30.00 base charge, the cost of the service extension was \$102.45.

II.

DETAILS SURROUNDING THE SERVICE REQUEST OF TERRA-WEST

Subsequent to the Company's installation of the transformer within the designated public utility easement and unknown to Idaho Power, the Bowerses erected a security fence around the perimeter of their lot and along the shared lot line between the

Bowerses' Lot and the Terra West Lot. That action completely enclosed the Company-owned transformer within the Bowerses' Lot. Rule H, Section 2(b), "General Provisions – Ownership" states that "the Company will own all distribution Line Installations and retain all rights to them." However, Company personnel could no longer directly access the Company-owned transformer from either the public right-of-way or the dedicated utility easements within the Subdivision.

In November 2006, Terra West requested that electrical service be extended to its lot located adjacent to the lot owned by the Bowerses within the 20/26 Commercial Subdivision. At that time, Idaho Power determined that the Company-owned transformer serving the Bowerses' Lot had sufficient capacity to serve both the loads required by the Bowerses and the loads anticipated by Terra West. As a result, the Company was not required to install a second transformer. Instead, service to Terra West could be provided via extension of service wire between the existing transformer to the Terra West meter base.

At the time Terra West requested electrical service, Idaho Power personnel were unable to directly access the Idaho Power transformer from the public right-of-way and the utility easement along the Bowerses' Lot and the Terra West Lot due to the presence of the security fence erected by the Bowerses. That fence essentially locked the Company's transformer within the boundaries of the Bowerses' Lot.

The Company advised Terra West of its inability to access the transformer to provide the requested service. Terra West advised Company personnel that it would arrange with the Bowerses to enable the Company to access the transformer via the Bowerses' Lot on a designated date. On that date, December 4, 2006, and in accordance

with the representations made by Terra West, the gate to the Bowerses secured property was open when Company personnel arrived and Company personnel entered the Bowerses' Lot to provide service to the Terra West Lot.

Under the same Rule H tariff provisions as used for the Bowerses' line extension request, Terra West was charged for the Underground Service Attachment based on the \$1.05 per foot charge for installation of service wire from the pad-mounted transformer to the Terra West meter base and the \$30.00 base charge as defined in Rule H, Section 4(b), "Underground Service Attachment Charge." At a distance of 94 feet, the cost of the service extension and the base charge amounted to \$128.70. Terra West paid that amount.

It is the understanding of Idaho Power that the facilities installed by the Company are serving both customers at a level sufficient to cover the requirements the Bowerses and Terra West specified within their service requests to the Company. The Bowerses' service request specified Schedule 7 service and the Terra West request specified Schedule 9 service.

III.

EXPLANATION OF HOW TWO CUSTOMERS UTILIZING THE SAME FACILITIES ARE CHARGED DIFFERENTLY UNDER THE COMPANY'S RULE H TARIFF

The Bowerses take service under Schedule 7, "Small General Service," which is available "at points on the Company's interconnected system within the State of Idaho where *existing facilities* at adequate capacity and desired phase and voltage *are adjacent to the Premises to be served, and additional investment by the Company for transmission, substation and terminal facilities [e.g., a transformer] is not necessary to supply the desired*

service." Schedule 7 Tariff (emphasis added). Because existing electrical facilities were not adjacent to the Bowerses' Lot at the time of their service request, additional investment by the Company for installation of the required transformer was necessary. ?

Idaho Power Company's IPUC-approved Rule H applies to requests under Schedule 7 within the Company's service territory that "require the installation, alteration, relocation, removal or attachment of Company-owned distribution facilities." Under Rule H, a customer may receive an allowance for the full cost of, or a portion of the cost of, certain improvements that are to be funded by the Company. Customers may also be eligible for refunds if and when additional users attach to the improvements originally requested and paid for by a customer. Such potential for refund is identified at the time of the original applicant's service request. In conformance with Section 3 of Rule H, Idaho Power contributed an allowance to the Bowerses for the transformer required as a result of their service request. As noted on Attachment 2, that allowance amounted to \$1,199.00. The Bowerses were responsible for the balance of the cost of the improvements without the potential for refund.

Rule H also sets out mechanisms whereby certain applicants for electrical service extensions are eligible to receive refunds of the original investment they made in the improvements they required. Rule H permits refunds in three circumstances: (1) for payments for line installations *outside* a subdivision, (2) for line installation charges *inside* a subdivision when a *permanent residence* connects to the service, and (3) for undeveloped subdivisions platted prior to January 1, 1997. Rule H, Section 6 (emphasis added).

None of these refund opportunities exist for the Bowerses since the 20/26 Commercial Subdivision was platted after January 1, 1997, residential development was not

anticipated (or permitted) on the Bowerses' Lot and the line extension requested by the Bowerses was not located outside of a subdivision. When Terra West requested a line extension with service under Schedule 9, existing facilities were available to that business via the transformer originally installed in response to the Bowerses' request. In accordance with the tariff, Terra West was only required to pay the line installation charges set out in Section 4 of Rule H. Furthermore, because of the restrictions of Rule H, Terra West was not required to contribute toward any of the costs incurred by the Bowerses for the electrical service improvements they required and Terra West subsequently utilized. Although the "costs of new facilities outside Subdivisions are subject to Vested Interest Refunds," Rule H is silent as to new facilities located inside non-residential subdivisions. Rule H. 4(a)(i). As a result, the Bowerses were unable to recover any of the investment they made in the facilities that supply electrical service to their business and Terra West.

The Commission has requested the Company's explanation as to the rationale for not having refund provisions for circumstances such as those in this case. As the Commission may recall, refunds for joint use of terminal facilities (i.e., transformer, meter, service cable, and underground conduit) have never been a provision in Rule H or its predecessor, Schedule 71. In Order No. 27680 issued on February 6, 1997 in Case No. IPC-E-95-18, the Commission "balanced the competing objectives of fairness and administrative complexity" as they pertained to refund provisions for vested interests by limiting the number of additional applicants and the refund period. (Order No. 26780 at 17.) Commercial subdivision refund provisions were eliminated in the tariffs filed on February 27, 1997 to comply with that Order. In this present case, Rule H provides an allowance in Section 4(a)(i) to offset the installation cost but does not enumerate a scenario in Section 6

Regarding PUC
CASE # IPC-E-07-14

10/20/07

1. We requested 400AMP service for: an Office-30 ft x 40 ft, 4-Bay Shop-40 ft x 120 ft, Yard lights and winter hook-ups for Semi-trucks. Not 200 AMP service **Are you saying we did not receive what we needed?** We are not in the electrical business and did not and still do not understand "Watts" and that is what they told us not Amps for our service we relied on Steve Brown to tell us the truth.
2. Location of the box: I settled on the location near the fence for a couple of reasons; our building near the middle of the lot was not built yet where we originally wanted the service box. NOTE same as most every lot owner in our commercial sub-division had theirs installed. The reason I asked if it was Ok to put the box near the fence was for the safety of the box...semi-trucks and trailers coming and going someone-driver could accidentally hit it in the dark. We were told, Steve Brown, we could move it later, next to our building, near the middle of our lot. **Is this not true now?**
3. Regarding Security Fence: The side fence was there between lot 1 (Hjatt) and lot 2 (Bowers) When we purchased our lot. We never fenced off the loop service box and never have we not allowed Idaho Power in...We gave them a key to our lot and they locked us out of our own lot. So, we did stop the open at any time entry for the meter reader. The other lot owners have locked security fences and two have the "box" location exactly the same as ours. **Are we the only lot owner required to leave our gate open to Idaho Power 24-7 ?**
4. Fence & Installation: Lot 1 now belonging to Drew Blessinger, he installed a security fence surrounding the Idaho Power Service-LOOP Box that is the box that is to service both lots. He is preventing Idaho Power from entry, NOT BOWERS!! As for the service box we paid for it is on our lot-land within the property exactly as all of the other lot-land owners in this same commercial subdivision! **Why are we the only lot-land owner that is being discriminated against? We have not enclosed the Box as stated on page 4.**

5. **Original Purchase Agreement:** Every lot owner was informed by their real estate agent, the broker, the title company and everyone involved with the sale of the commercial lots in that subdivision, that each lot owner was responsible to obtain their own Electrical Service at their own expense, and for their own intended use and was shown on a map the location where their service box was allowed. Where the easements are located. Mr. Hiatt will come speak with regard to this and has a lot more to say!!! **Why are you all pretending that the set-back area is now an easement? The other lot-land owners are subjected to a shared service!**

6. **Drew Blessinger** was given notice by Mr. Hiatt that he was required to purchase his own service and install it on his own property. Lot 1 had a power pole with a transformer on it and it may still be there, to this day, that Blessinger can use. Instead he got FREE installation and FREE service at our-Bowers expense. We are the only people in the state of Idaho, in this commercial subdivision that have this phony "shared service" **All lot owners have purchased their Power-Service and installed the equipment-box on their property in this commercial subdivision. No shared services with any other neighbor.** Some are next to the fence and most are in the middle of the lot the others are next to the lot-owners building. **Why are we the only people being subjected to this type of rip-off service?**

7. **Regarding easements:** I have a map that shows where easements are for the commercial subdivision. The map PUC provided shows the location of the easement. It is exactly where it was described to us next to the road out in front of our lots. The side lines, between lots on the map are for set-backs which means no one can build in that area. The original easements for the lots are drawn showing them to be along the road(s). Note; the power company/PUC have NO RIGHT to give any one the right to trespass onto or into our property ever!!! By doing so Idaho Power/PUC grants the neighbor a prescriptive easement to our property after one year has gone by. This clouds our title! That is why we feel they have purposefully incorporated the December 4th date now and why everyone involved has deliberately stalled this matter. **What do we do when we wish to sell? Our lot has been devalued greatly!!!**

8. **Notice:** The power company or its representatives should have been required to give us notice as they did give all other concerned-parties notice for the other lot owners in this same subdivision. When they hooked up temporary service and when they did their permanent service. They each had to obtain written permission to hook-up to the neighbors' power box for temporary service. We do have witnesses to back everything that we have said as truth. **Why were we never given notice for the temporary service or the permanent service?**
9. Idaho Power/PUC is in our opinion are using the rules and regulations and are only showing and discussing the laws that they can use to help Blessinger and harm us. Idaho Power will not provide us with any information, the rules, and the laws with regard to Notice before they enter onto or into a person's private, in our case locked property. PUC/Idaho Power are extremely one sided so they can protect their sub-contractor and their wrong doings. They are making fools out of very intelligent people that have trusted them in the past...with a play on words. **How do I obtain all of the rules-regulations and laws so I can protect our rights myself?**
10. We know it is against the rules- regulations, law to cross over, into or onto another property with lines. Proof; if it takes our property rights away by creating prescriptive easement rights what do you think? Contact our engineer Stan Olsen. Idaho Power/PUC will not provide us with any information!!! Stan has never heard of this situation before and he placed a call to an Idaho Power executive, higher up and Stan can tell you what was said! **Why are you all refusing to correct a very simple situation?** Blessinger needs to purchase his own service, install it on his own property!!!
11. Service Boxes: There is a main box that I will call the LOOP Transformer Box. This is the box Blessinger fenced in. It is the box that each lot owner pulls from, to their own service box. It is, to the best of our knowledge, the box installed by a contractor for the commercial subdivision before the lot owners purchase lot-land. This contractor is the one that receives money back from each lot owner via Idaho Power within a certain number of years 3-5-10yrs.; I do not know the law-years as it stands today. This is the box everyone is "pretending" that I am complaining about. This is the box in the easement where it belongs, it was required to be. This is the box that we are to hook up from to bring in power to our lot. The box we purchased is the one we obtain service from it is our box for our intended use, to use, that

- belongs to Idaho Power. The map will clearly show the details. This is where Idaho Power/PUC are playing with words and in my opinion will be making fools out of many important, very intelligent people with their lies. If none of this is now true then a law, new rules and regulations need to be put into place to protect others in the future!!! It is my intent to stop this type of harassment and abuse to the unknowing-public. **Why discrimination towards us?**
- 12. Sufficient capacity to serve both parties: Why were we never informed when we ordered the service-power? Why did we not receive any notice that this was to be done? Why did the neighbor not have to reimburse us money if this is truly allowed? Pay half? Note; remember no one shares power with a neighbor that we can find in the state...especially without both parties knowing about it? Why were we not given a written share agreement telling each lot owner what is expected of each party and how much wattage-amps each receives how do you up grade etc...etc...? They have clouded our title!**
- 13. Illegal Entry-Trespassing: Drew Blessinger did have his employee cut our chain on our gate while we were out of town. PUC/Idaho Power have justified this by explaining it away with the fact that he works with Idaho Power as a subcontractor. It is legal under one of their laws that Idaho Power can enter in an emergency. He is a representative, so he took it upon himself to order his employee to cut our chain break and enter, when he knew we were gone. This is how they all covered for him and got away with this and could say "it is not illegal and not a crime." If we did this we would go to jail! **What kind of an emergency was this?****
- 14. We did not request a schedule 7 or any schedule...we were given what Idaho Power deemed we would get. Steve Brown gave us the rate-schedule they wanted us to have for our service. Or who is in charge of that department, after we were hook-up that did this. It was to be 400 amps! What happened that our service that it went to 200 amps, yet, we installed two (2) 200 amps breakers? What exactly do we have and what does Blessinger have?**

15. Idaho Power transformer not necessary for Bowers: I feel this statement by Idaho Power proves fraud When a person-we purchase a service and we pay for the equipment to provide the service that we are told we have, 400 AMP service capabilities, enough power to service the facilities (buildings etc...) and then Idaho Power later takes it away...gives it to a neighbor FREE... How would you feel if you paid for an item and installed it on your property to have it taken-given away to a neighbor? How can you truly justify this? A law needs to be put into place to stop this from happening to anyone else ever!!!!!!!!!!!!!!!!!!!!!!
16. I want an explanation of the statement: Because existing electrical facilities were not adjacent to the Bowers lot at the time of the Bowers service request, additional investment by the Company (Idaho Power) for installation of the required transformer was necessary. ???
17. Refund: The law with regard to inside non-residential subdivisions needs to be changed. We did not know we were being treated by Idaho Power as the "original contractor" installing electricity in a commercial subdivision that we did not own. Four or five other lots had been purchased before we purchased in this area. The lot-land owners that are purchasing property need to be made aware of this before you purchase what you think is electrical service for you-your lot and only your lot! They need to be informed of a "shared service" before they purchase service! Under Rule H how many more, lot owns can they hook up to the transformer we purchased and thought was for our intended use? Why are we the only couple in this commercial subdivision that had this is happening to?

We never knew, never were informed at the original purchase or at any time during our service since 2004, during or after the installation of our electrical service that we would not be treated the same as every lot owner had been treated in the commercial subdivision. And after this matter another lot owner has installed his service, he was allowed his own service, not a shared transformer with another lot owner!!! This is true discrimination against us!!! Idaho Power/PUC has taken it upon itself to create a true personal hatred for us and refuses to correct this injustice no matter what it cost the tax payer etc... We have been told one transformer can service many homes. I want to know why we are being singled out in this commercial subdivision as the one and only designated lot owner that had to provide this service to a neighbor. We did not purchase service for anyone but ourselves, for our lot, for our intended use! No notice was ever given to us with regard to entry, hooking up another (neighbor) temporarily or permanent a transformer on our property. We were lied to, mislead, and in our opinion this is fraud!

The greatest injustice in this case is in our opinion;

Idaho Power lied to us from the start; we thought we purchased our electrical service, installed it on our property the same as all of the other lot owners, for our intended use.

We were defrauded by Idaho Power/PUC "special favors" for subcontractors. Because he works for Idaho Power as a subcontractor he has been given free access to our property if and when he chooses to enter see the Rule H and he and or his employees do so when they want without our permission. They still continue to destroy the fence between us. This is Trespassing on our lot-land in our opinion.

No disclosure-notice with regard to, having to share electrical service or sharing the equipment ever.

We are being discriminated against, we are the only couple-older (retirement age) lot-land owner in that commercial subdivision that must share, we pay for the equipment and a neighbor gets it free and the use of that equipment that sits on our land.

We are requesting a meeting with a judge-supreme court justice, someone of legal authority to represent us to discuss this matter; so that we may obtain the law book(s), be able to review the rules and regulations governing Idaho Power and the PUC with regard to this matter. In our opinion Idaho Power/PUC are covering up for and protecting Blessinger and we are not able to obtain any documents relating to the rules and regulations-laws even though I have requested them again and again. PUC/Idaho Power will not give us examples or names and addresses of other commercial lot owners that are aware or unaware of a shared service and or are required to share service. It appears we are the only lot in Idaho required to do this.

***Idaho Power/PUC refuses to correct this matter, at all costs. No one will help us to resolve this matter, yet if this were done to them....

Easy fix was and still is: Blessinger purchases his, own service, at his own expense or Idaho Power can give him free service and the box at their expense. Install the box on his property and it will be for his own intended use like everyone else in Idaho has to do. Or at least in this subdivision!!!

Because, we have been told we have to pay again to have power-service for our facility. Install another box and we have to leave the box we paid for there in that spot for the neighbor. After this mess, can you imagine what we will be charged? We have had to stop our building project because of this matter. We can't guarantee a new owner-buyer that there will be any affordable power without a lawsuit that we don't have the money for at our age. This raises more questions that will need to be answered, soon.

I want to speak before the legislature, I am asking for help; introduce new laws to protect others in the future from this type of conduct from those in powerful-controlling positions.

A. Rules with regard to Trespassing: Utilities Companies and or their sub-contractors or representatives must give notice to the lot-land owner before entry and work can be performed. Written notice and owner sign, that they did receive notice. What is an emergency?

B. Shared service: NONE my opinion!!!

Written agreements must be in place for both property owners to prevent illegally taking of land by prescriptive easements and stop the clouding-title of another's lot-land, property. Both parties are given notice Shared services be equal with regard to the installation fees, describe who receives what and why etc...Stop that one party pays and provides the lot-land and the neighbor gets everything free. No utility lines can cross into or onto another's property without compensation to that lot-land owner. People must be given notice of what is expected and what will be done what they are receiving for the money they paid etc...

C. Requesting Service:

Property owner should be told what they are receiving in writing. Stop the he said she said...Example; like our 400 Amp service given to Blessinger

D Future Service: Require PUC/Idaho Power to disclose what we actually have now if it is or will be enough for the office, shop, trucks and yard lights under this shared service. If there is trouble with power who and how do we resolve that? We have had to stop construction not knowing if we will have any or enough service-power. We have been told to sue for power, we have to start over and install another power box and service but leave the other box for the neighbor! **What do we do now?**

(When the lot owner south of us installs service we are asking for "free service" to our lot. 600 amp or larger would be great!)

E. Rules-Regulations Books: PUC and Idaho Power

Open to the public, we need to be able to access them so you as a consumer can learn and know the law(s) rules and regulations. Teach their office personnel.

This is notice; Blessinger-Terra West, Inc., PUC/Idaho Power or any representatives-relatives etc...they shall not be automatically be granted a prescriptive easement right to our property or lot-land after one year from the December 4th date where Idaho Power/PUC granted him access to our land and the electrical equipment-service that we paid for in full. Our title will not be deemed clouded either. We retain the right to sue.

Please respond with any information, names, addresses, e-mails, faxes or phone numbers, any assistance that you may be able to provide us with, as soon as you receive this letter.

Truly,
A. M. Scott Bowers
Pamela A. Bowers