

Complaint Report

Complaint Number: C22-0112

Customer Information

Customer Name: Taylor, Helen

Account Number: [REDACTED]

Email Address: helenut7@gmail.com

Phone Number: 801-782-8841

Service Address: 94 E 3275 N,
Ogden, UT 84414

Cell Number: 801-726-3312

Complaint Information

Company Name: Rocky Mountain Power

Date Received: 7/26/2022

Type of Call: Complaint

Complaint Received By: Gwen Flores

Gone Formal: NO

Date Resolved: 7/28/2022

Complaint Type: Rate & Tariff

Utility Company Analyst: Risa Talo

Complaint Description:

UTILITY CUSTOMER

Customer Name: Helen Taylor
Primary Phone: 801-782-8841
Other Phone: 801-726-3312
E-mail Address: helenut7@gmail.com

Service Address:

94 E 3275 N
Ogden, UT 84414

Mailing Address:

94 E 3275 N
Ogden, UT 84414

INCIDENT DETAILS

Utility: Rocky Mountain Power
Account Number: [REDACTED]
Complaint Type: Rate and Tariff

Complaint:

This is a complaint against Rocky Mountain Power's (RMP) effort to force us to accept an "AMI or Smart Meter" in place of our current "Bi-direction Meter" as indicated on their Notice dated July 6, 2022. This exchange is to happen sometime in early August, 2022, so your prompt response is most appreciated. Our objection is that the new "Smart Meter" will collect user and/or usage data that we feel is inappropriate, unnecessary and an invasion of our privacy.

In November, 2020 we installed a "Customer Generation Facility" or to us, a "Solar System" and are on Schedule 136 with a .092 cents credit from RMP for each kW sent to their grid from our system, that is offset by what we purchase from RMP. We counted on RMP's Schedule 136 contract commitment in determining the viability of our investment in our Solar System. Now they want to renege on their commitment, unless we allow greater access to our private data and accept their "Smart Meter". It seems more big companies are adopting the attitude of "give us access to your private data, or pay more to protect yourselves from our intrusion".

We've been advised by multiple RMP agents, as detailed on our "Phone Journey" below, that the only way we can "opt-out" is for us to terminate our Schedule 136 at .092 cents/kW and accept Schedule 137 with a .05 cents/kW. This represents a 46% reduction in credit to us on Schedule 136 or detailed: $(.092 - .05 = .042)$ and $.042 / .092 = 46\%$ that doesn't seem fair nor reasonable. Especially since several RMP agents explained that we can keep the same "bi-directional" meter on Schedule 137 and RMP will continue to get their readings. Why force the change then, if not to reduce our kW hour credit?

Our "Phone Journey" to resolve this issue with RMP started shortly after receipt of their

Notice:

7/12/22 Alison on Help Desk @ 866-869-8520 sent me to Cynthia, who did not follow up with a call

7/14/22 Holly Leed in Hydro answered my call @ 541-498-2607 who referred me to

7/16/22 Jennifer Dyer in Training @ 503-813-7052 who referred me to

7/21/22 Vicki Burger, Exec Office Receptionist, (515-281-2531) who referred me to

7/21/22 Jason Romey (Right of Way Agent) 515-242-3988 who referred me to RMP Help Desk...

7/21/22 Veronica #37478 on Help Desk @ 866-869-8520 who referred me to

7/21/22 Derrick #17546 who referred me to

7/22/22 Rissa @ 801-955-2435, who left a message at my home, albeit her voice mail box still full

7/22/22 Vicki Burger called back & left 800-625-6078 for me to call and spoke to:

7/26/22 Jay #73365 in call center in Portland who sent text message to Rissa, who has not called yet

Suggested Resolution:

We respectfully request that RMP be directed to keep our existing "Bi-directional meter" in place, and for RMP to honor Schedule 136 at .092 cent per kW until the expiration of Schedule 136 on December 31, 2032. RMP's effort to force us off Schedule 136 and accept the lower rate of Schedule 137 appears to be prejudicial to those on Schedule 136, as well as an unreasonable and unfair act of will.

Complaint Response:

To: helenut7@gmail.com (gflores@utah.gov)

Good Afternoon Ms. Taylor,

We received your concerns from the Division of Public Utilities regarding opting out of the AMI installation and hope you find the following information beneficial.

Rate Schedule 136 - Special Condition #19 it states:

19. A Customer with service under this Schedule is prohibited from receiving an accommodation for a non-standard meter.

If you would like to switch to Rate Schedule 137, you would be able to opt out of the AMI installation. However, that would affect the amount that you receive for your over production. You can also have your meter base moved but at your own expense. Unfortunately these are the only options that are available for you as a net metering customer.

I have attached information regarding the AMI meters and more can be found on our website at RockyMountainPower.net. Please let me know how you would like to proceed.

Thank you for your time.

Regards,

Risa Talo
Customer Advocacy and Customer Service
801-955-2435

Additional Info:

Please see attachments.

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 136

STATE OF UTAH

Transition Program for Customer Generators

Closed to Applications for New Service as of October 31, 2020

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: On a first-come, first-served basis to a customer that owns or leases a customer-operated renewable generating facility or, an eligible customer that purchases electricity from an independent energy producer operating a renewable generating facility, with a capacity of not more than twenty-five (25) kilowatts for a residential facility or two (2) megawatts for a non-residential facility that is located on, or adjacent to, the customers' premises, is interconnected and operates in parallel with the Company's existing distribution facilities, is intended primarily to offset part or all of the customer's own electrical requirements, is controlled by an inverter capable of enabling safe and efficient synchronous coupling with Rocky Mountain Power's electrical system, and has executed an Interconnection Agreement for Transition Program Service with the Company. This Schedule shall be available up to a cumulative cap of 170 megawatts (direct current) of Installed Capacity for residential and small non-residential customers, and up to a cumulative cap of 70 megawatts (direct current) of Installed Capacity for large non-residential customers. This Schedule is offered in compliance with the Commission order dated September 29, 2017 in Docket No. 14-035-114.

TERM: Service under this Schedule will terminate on December 31, 2032.

DEFINITIONS:

An Inverter means a device that converts direct current power into alternating current power that is compatible with power generated by the Company.

Annualized Billing Period for all customers except Customers taking service under Electric Service Schedule 10 means the period commencing after the regularly scheduled meter reading for the month of March or in the case of new Schedule 136 service customers, the date that the customer first takes service on Schedule 136 and ending on the regularly scheduled meter reading for the month of March. The Annualized Billing Period for Schedule 10 Customers shall commence after the regularly scheduled meter reading for the month of October, or for new Schedule 10 Customers beginning service on Schedule 136, the date that the customer first takes service on Schedule 136 and ending on the regularly scheduled meter reading for the month of October.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 20-035-04

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EFFECTIVE: January 1, 2021

ELECTRIC SERVICE SCHEDULE NO. 136 – Continued

DEFINITIONS: (continued)

Installed Capacity is the nameplate capacity measured in watt direct current (DC).

Residential Customer means any customer that receives electric service under Electric Service Schedules 1, 2, or 3.

Small Non-Residential Customer means any customer that receives electric service under Electric Service Schedules 15 or 23.

Large Non-Residential Customer means any customer that receives electric service under Electric Service Schedules 6, 6A, 8 or 10.

Renewable Generating Facility means a facility that uses energy derived from one of the following:

- a) solar photovoltaics;
- b) solar thermal energy;
- c) wind energy;
- d) hydrogen;
- e) organic waste;
- f) hydroelectric energy;
- g) waste gas and waste heat capture or recovery;
- h) biomass and biomass byproducts, except for the combustion of wood that has been treated with chemical preservatives such as creosote, pentachlorophenol, chromated copper arsenate, or municipal waste in a solid form;
- i) forest or rangeland woody debris from harvesting or thinning conducted to improve forest or rangeland ecological health and to reduce wildfire risk;
- j) agricultural residues;
- k) dedicated energy crops;
- l) landfill gas or biogas produced from organic matter, wastewater, anaerobic digesters, or municipal solid waste; or
- m) geothermal energy.

Exported Customer-Generated Energy means the amount of customer-generated Energy in excess of the customer's on-site consumption, as measured and netted with on-site Energy consumption in 15-minute intervals.

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 136 – Continued

MONTHLY BILL: Energy charges for electricity consumption, net of Exported Customer-Generated Energy within each 15-minute interval, if any, shall be computed in accordance with a Customer's applicable standard service tariff. Credits for Exported Customer-Generated Energy, if any, shall be computed at the following rates. Regardless of whether the Customer exports net generation during the month, the Customer shall be billed the minimum monthly amount from the applicable standard service tariff. All other charges shall be calculated in accordance with the Customer's applicable standard service tariff.

Exported Customer-Generated Energy Credit Rates:

Schedule 1, 2 & 3:	9.2000¢ per kWh
Schedule 6:	3.4000¢ per kWh
Schedule 6A:	6.6000¢ per kWh
Schedule 8:	3.5000¢ per kWh
Schedule 10:	5.6000¢ per kWh
Schedule 15.1 (Outdoor Lighting):	4.9000¢ per kWh
Schedule 15.2 (Traffic Signals):	7.8000¢ per kWh
Schedule 23:	8.2000¢ per kWh

SPECIAL CONDITIONS:

1. Applications for service under this schedule will be subject to the following fees, in addition to any other applicable charges in Public Service Commission Rule R746-312-13:
 - a) Interconnection review request (non-refundable):
 - Level 1 - \$60 per application
 - Level 2 - \$75 per application plus \$1.50 per kilowatt of installed capacity
 - Level 3 - \$150 per application plus \$3.00 per kilowatt of installed capacity
 - b) Meter fee - \$200 per meter.
 - The meter fee will be refundable to the Customer if the application process is terminated prior to installation of meter.

2. Exported Customer-Generation Energy Credit Rates will be in effect for the Term for up to a cumulative 170 megawatts of Installed Capacity for Residential and Small Non-Residential Customers, and up to a cumulative 70 megawatts of Installed Capacity for Large Non-Residential Customers.

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ELECTRIC SERVICE SCHEDULE NO. 136 – Continued

3. A Customer who interconnects after the cumulative 170 megawatts of Installed Capacity for Residential and Small Non-Residential Customers, and cumulative 70 megawatts of Installed Capacity for Large Non-Residential Customers described in Special Condition 2 has been reached, may receive Exported Customer-Generated Energy Credits only until a new tariff becomes effective for exported customer-generated energy.
4. For each 15-minute interval during the monthly billing period, if the energy supplied to the Company is less than the energy delivered from the Company, the quantity of energy delivered in excess of the energy supplied to the Company shall be added to the cumulative quantity of purchased Energy for the monthly billing period.
5. For each 15-minute interval during the monthly billing period, if the energy supplied to the Company is greater than the energy delivered from the Company, the quantity of energy supplied in excess of the energy delivered shall be added to the cumulative quantity of Exported Customer-Generated Energy for the monthly billing period.
6. Energy Charges in the applicable standard service tariff shall be computed from the cumulative purchased Energy for the billing period.
7. The credit value in dollars computed for the Exported Customer-Generated Energy will be applied against the Power and Energy Charges on the Customer's monthly bill. Excess credits will carry-over to the next monthly bill during the Annualized Billing Period.
8. All unused credits accumulated by the customer-generator shall expire with the regularly scheduled meter reading at the conclusion of the Annualized Billing Period.
9. The customer-generator shall provide at the customer's expense all equipment necessary to meet applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories.
10. For customer-generator generation systems of 10 kilowatts or less that are inverter-based, a disconnect switch is not required. For all other generation systems, the customer-generator must install and maintain a manual disconnect switch that will disconnect the generating facility from the Company's distribution system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. Except as provided in R746-312-4(2) (a) (ii), the disconnect switch must be readily accessible to the Company at all times and located within ten (10) feet of the Company's meter.

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ELECTRIC SERVICE SCHEDULE NO. 136 – Continued

11. The Customer shall be responsible for the design, installation, operation and maintenance of the customer generation system and ensure that the customer generation system is in compliance with applicable codes. The Company shall not be held directly or indirectly liable for permitting or continuing to permit an interconnection of a customer-generation facility, or for an act or omission of a customer-generator in this program for loss, injury, or death to any third party. A Customer participating under this Schedule shall hold harmless and indemnify Rocky Mountain Power for all loss to third parties resulting from the operation of the Customer Generation Facility.
12. The Company may test and inspect an interconnection at times that the electrical corporation considers necessary to ensure the safety of electrical workers and to preserve the integrity of the electric power grid.
13. Unless otherwise agreed to by a separate contract, the owner of the renewable energy facility retains ownership of the non-energy attributes associated with electricity the facility generates.
14. A Customer participating under this Schedule may be randomly selected for installation of one or more load research meters, which may include a meter to measure production from a customer generation systems. If randomly selected, a Customer must allow the Company to install load research meters at a mutually convenient location. Installation of load research meters will not impact customer bills.
15. Service under this Schedule is transferable to subsequent Customers at the premises for which a valid Interconnection Agreement for Transition Service is in effect during the Term of this Schedule. All Customers taking service under this Schedule will be responsible for complying with the terms and conditions of the Interconnection Agreement for Transition Service in effect for that premise.
16. Service to a Customer under this Schedule may be terminated if: (a) the equipment approved for interconnection is affirmatively removed from service for any reason other than on a short-term basis for replacement of equipment, or repair of equipment or underlying structure, (b) the Customer makes a material modification to increase the size of the customer's generation system after interconnection, or (c) the Customer chooses to voluntarily change to another available customer generation program. If any of these conditions apply, the Customer must submit a new application for interconnection of the customer generation system under the applicable rules and tariff in effect at the time.

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ELECTRIC SERVICE SCHEDULE NO. 136 – Continued

17. A Customer submitting an application for service under this Schedule has 12 months from the Customer's receipt of confirmation that the interconnection request is approved to interconnect. Large Non-Residential Customers will be allowed a six-month extension of the 12-month interconnection deadline upon request.
18. Upon the customer-generator's request and within thirty (30) days' notice to the Company, the Company shall aggregate for billing purposes the meter to which the net metering facility is physically attached ("designated meter") with one or more meters ("additional meter") if the following conditions are met:
- (a) the additional meter is located on or adjacent to premises of the customer-generator;
 - (b) the additional meter is used to measure only electricity used for the customer-generator's requirements;
 - (c) the designated meter and additional meter are subject to the same rate schedule; and
 - (d) the designated meter and the additional meter are served by the same primary feeder.

At the time of notice to the Company, the customer-generator must identify the designated meter at which Exported Customer-Generator Energy will be measured and netted, and the specific aggregated meters and a rank order for the aggregated meters to which the computed export credit is to be applied. The Customer may change the designated meter and ranking once in a 12-month period. If a change in the designated meter requires installation of a new meter capable of measuring 15-minute intervals, a new meter fee may apply. Aggregation services for billing purposes will be subject to the following fees:

- (e) two to five aggregated meters - \$2.00 per meter per month
 - (f) six or more aggregated meters - \$25.00 per month flat fee
19. A Customer with service under this Schedule is prohibited from receiving an accommodation for a non-standard meter.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

WE CARE ABOUT YOUR HEALTH AND SAFETY



How safe are smart meters? We sort out the myths and the facts.

Smart meters are already working safely in nearly 95 million homes and businesses across the United States. We waited to install smart meters until we were confident the technology had fully matured and the meters would exceed all of our safety and security standards.

HERE ARE SOME COMMON MISCONCEPTIONS YOU MAY HAVE HEARD ABOUT SMART METER SAFETY AND THE FACTS THAT CORRECT THE MYTHS.

MYTH | Smart meters are a health threat because they use radio frequency waves.

FACTS

We all live with radio frequency (RF) waves every day. RF is a form of electromagnetic energy that moves through space, and it's used for everything from radio and television broadcasting to the cell phones, cordless phones, Wi-Fi routers, baby monitors, garage door openers and microwave ovens in our homes.

Smart meters, which also use RF, are already safely tracking energy use in more than half the homes in the United States. They've also been used safely for years in parts of Europe and other countries. These digital meters transmit data using low-watt RF waves that are proven to be safe and comply with limits set by the Federal Communications Commission (FCC).

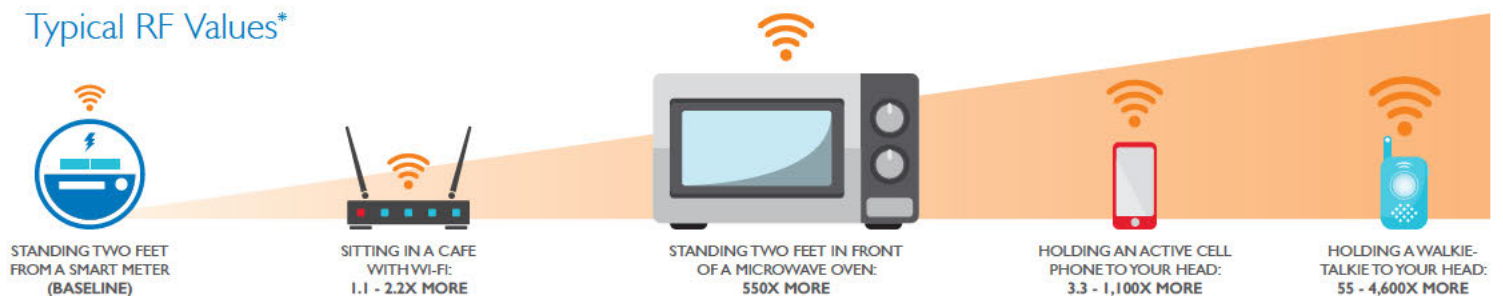
What do the experts say? The World Health Organization has concluded that no adverse health effects have been demonstrated to result from exposure to low-level RF energy such as that produced by smart meters. In addition, a report by the California Council on Science and Technology concluded: "Exposure levels from smart meters are well below the [FCC's standards] for such [health] effects," and "There is no evidence that additional standards are needed to protect the public from smart meters."¹

It's good to understand a few other key facts about smart meters. First, they transmit RF energy only for short periods each day at very low wattage. In fact, an Electric Power Research Institute analysis of 47,000 smart meters installed in California found that 99.5% of the meters were transmitting for approximately three minutes or less daily.²

The American Cancer Society also notes that because the smart meter is located outside the home, people are much farther away from the source of RF waves than some other more typical sources of exposure, like a Wi-Fi router or cell phone.

Altogether, this means that living in a house with a smart meter provides very little exposure to RF.

Typical RF Values*



*Source: Health Impacts of Radio Frequency from Smart Meters by California Council on Science and Technology, April 2011.

MYTH | Smart meters have a higher radio frequency than cell phones.

FACTS

According to the American Cancer Society, the amount of RF waves you could be exposed to from a smart meter is much less than what you could be exposed to from a cell phone.³

MYTH | Smart meters increase the risk of fires or explosions.

FACTS

Fire concerns were related to early-model smart meters from a different manufacturer, not the model or manufacturer we are using. We studied smart meters and waited to adopt the technology until it was mature enough for us to confidently say that it exceeds all of our safety and security requirements. Today's smart meters are safe and are already being used in more than half the homes in the United States.

Our smart meters are put through extensive testing to ensure their safety. Not only do they meet or exceed ANSI standards, they are certified by UL testing labs, they are tested by a third party, and our metering team has made sure they are accurate and safe. We also require the meter manufacturer to test each meter prior to shipment, and we review all test results.

Our qualified installers follow precise, step-by-step installation procedures when switching out meters. This includes carefully inspecting the meter base and making needed repairs before installing the new meter. We also use a socket jaw tester, a specially designed tool that measures tension associated with installing a meter into a socket. The tester provides immediate feedback on whether the socket jaw tension is adequate.⁴



FOR MORE INFORMATION on smart meters, visit rockymountainpower.net/meterupgrade or call 1-866-869-8520.

¹ <http://ccst.us/publications/2011/2011-smart-final.pdf>

² <http://www.whatissmartgrid.org/smart-grid-101/fact-sheets/radio-frequency-and-smart-meters>

³ <https://www.cancer.org/cancer/cancer-causes/radiation-exposure/smart-meters.html>

⁴ <https://www.power-grid.com/smart-grid/prevent-ng-electric-meter-fires-two-perspectives/>