

September 22, 2022

UTAH PUBLIC  
SERVICE COMMISSION

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RECEIVED

Helen Taylor  
94 E 3275 N  
Ogden, UT 84414  
801-782-8841

Gary Widerburg  
Commission Administrator  
Public Service Commission of Utah  
160 E 300 S 4<sup>th</sup> Floor  
Salt Lake City, UT 84114  
801-530-6742  
866-772-8824 #1

Re: Docket No. 22-035-41

In the matter of the Formal Complaint of Helen Taylor against Rocky Mountain Power  
Helen Taylor's response and Motion to Hear Complaint

Pursuant to the Notice of Filing issued by the Public Service Commission on August 15, 2022 Helen Taylor hereby submits for filing her Response and Motion to Hear Complaint in this matter.

Please send all formal correspondence to the address listed above.

Most sincerely,



Helen Taylor  
Pro se

Helen Taylor, Pro se  
94 E 3275 N  
Ogden, UT 84414  
801-782-8841

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

Formal Complaint of Helen Taylor against  
Rocky Mountain Power

Docket No. 22-035-41

**RESPONSE AND MOTION TO HEAR COMPLAINT**

Pursuant to the filed response from Rocky Mountain Power (RMP) dated September 14, 2022, to the formal complaint filed by Helen Taylor (Taylor) on August 12, 2022 to the Public Service Commission of Utah (Commission), Taylor hereby provides her answer and requests RMP's Motion to Dismiss be denied, and Taylor's Motion to Hear Complaint be granted.

**INTRODUCTION**

While it is beyond Taylor's capacity to argue the applicable Utah tariffs, there is always the "Letter of the Law" and the "Intent of the Law." For purposes here, it's the "Letter of the Agreement" that RMP has chosen to address, and the "Intent of the Agreement" that Taylor presents to the Commission. Additionally, please forgive Taylor's lack of legalese and accept this response in plain language.

Based on the Agreements between the parties, it is clear that RMP's original *Intent* was to honor and provide Schedule 136 Energy Credits to Taylor for the contract period through December 31, 2032.

It appears to Taylor, however, that it is now RMP's *Intent*, to revoke and dishonor the terms of their Agreements, without notice or acceptance by Taylor, of which both Agreements were entered into in November 2020, (erroneously stated as 2019 in our formal complaint and corrected here to 2020) establishing Schedule 136 with Energy Credits of 9.2 cents per kWh, as the basis upon which Taylor relied, when purchasing and installing my home Solar System referred to by RMP as a "Customer Generation Facility" and that these Agreements are effective through December 31, 2032.

There are actually two Agreements that pertain to this matter: The first is attached as Exhibit "A" the RMP "Interconnection and Customer Generation Service Agreement for Customer Generation Facility Level 1" (Agreement) and referred on the top line as Service ID # 250100928001 and Request # 6894647. It was approved on November 19, 2020 by Jessica Patton on behalf of RMP and accepted by Taylor via "Docu sign" and; the second is attached as Exhibit "B" the "RMP Electric Service Schedule 136 State of Utah" (Schedule 136) effective as of the installation date. Please note the following:

1. In Exhibit "A" on page 2 (of 16) under "The Process" Item 6 states "RMP installs the bi-directional meter at the site and will notify you when complete." This is the "Standard Meter" installed by RMP in November, 2020. It is our understanding that this currently installed meter provides RMP the desired 15 minute increment to continue generating power usage invoices to Taylor. It appears that RMP is more concerned about forcing Taylor to join their purported "secure website" for "real-time" data access and/or personal data collection, with exclusive benefit to RMP.

2. In Exhibit "A" on page 13 (of 16) Item 9.2 at the top (continued from page 12) under "Amendment" it states "Additions, deletion or changes to the standard terms and conditions of this Agreement will not be permitted unless they are mutually agreed to by the Parties and permitted by the Rule or permitted by the Commission for good cause shown. The Parties may amend the Agreement by a written instrument duly executed by both Parties in accordance with the provisions of the Rule, applicable Commission Orders and provisions of the laws of the State of Utah."

3. In Exhibit "A" on page 13 (of 16) Item 9.5 under "Entire Agreement" it states "The Agreement, including any supplementary attachments that may be necessary, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of the Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement."

4. In Exhibit "B" on page 6 (of 6) with regards to Taylor's Informal Complaint, RMP Customer Advocacy Risa Talo, responded on August 5, 2022 to inform Taylor of "Rate Schedule 136 – Special Condition #19" that states "A customer with service under this Schedule is prohibited from receiving an accommodation for a non-standard meter." The RMP provided "Original Sheet No. 136.1" of "Electric Service Schedule No. 136" effective November 15, 2017 has only 17 Special Conditions. There is no Special Condition #18. There is no Special Condition #19.

**QUESTIONS (Q) FOR THE  
PUBLIC SERVICE COMMISSION  
AND  
ROCKY MOUNTAIN POWER**

*Please indicate in either the Agreement (Exhibit "A") or Schedule 136 (Exhibit "B") where it states:*

Q1. That RMP can arbitrarily declare the "Standard bi-directional meter" installed by RMP in November 2020 to be "Non-Standard." In effect this new designation essentially voids the terms of Schedule 136 & their Agreement, without any acceptance from Taylor as per the terms of the Agreement, and forces Taylor to cancel their current Schedule 136 and move to Schedule 137 for a Forty Six Percent (46%) reduction in Energy Credits from 9.2 cents per kWh to 5 cents per kWh only in an effort to avoid personal data collection by RMP and joining their "secure website" with RMP's new "Smart AMI meter." This is the only RMP "Opt Out." This lack of a "fair and reasonable opt-out" would indicate that RMP is treating those customers on Schedule 136 in a prejudicial manner.

Q2. What a "Standard Meter" is, as opposed to a "Non-Standard Meter."

Q3. When an installed "Standard Meter" becomes a "Non-Standard Meter."

Q4. That RMP can install a "Smart AMI Meter" that is capable of collecting personal data, and/or force Taylor to join any "website" where their personal data can be used or accessed by others.

Q5. That RMP can collect and use that personal data for undisclosed purposes now, and in the future.

Q6. That RMP can arbitrarily determine a previously installed “Standard Meter” to be “Non-Standard” and force Taylor to cancel participation in Schedule 136, unless personal data collection and joining their purported “secure website” is permitted.

### **ADDITIONAL QUESTIONS (Q) AND CONCERNS**

Q7. How many types of “Standard Meters” does RMP have installed on their grid? According to attached Exhibit “C” received handout on the RMP “How to read your Schedule 136 Meter” it states on line 1 “there are several different types of meters used for private generation metering programs across RMP” and in paragraph 2 line 5 it states that “Registers indicate how much total energy has been consumed or generated while the profile/interval data shows the amount consumed or generated into specific time blocks every 15 minutes.” This specifically satisfies the issue RMP brought up in their “Background Response” Item 1 line 5 where it states “billing under the tariff requires 15 minute interval netting of delivered and exported energy.”

Q8. How many types of “Non-Standard Meters” does RMP have installed on their grid?

Q9. In Item 2 above, Exhibit “A” Taylor has not agreed to any changes to the Agreement.

Q10. In Item 3 above, Exhibit “A” is the “Entire Agreement” Taylor has not agreed to any changes.

Q11. In Item 4 above, is RMP legally permitted to add Special Conditions without notice to Taylor? Especially when such changes have costly and detrimental effects on Taylor’s Energy Credits!

Q12. RMP’s website page on attached Exhibit “D” states “Customers will have access to daily energy use through a secure website... to let customers better understand what is driving their electric bills and help them make decisions that can save energy and money” and “only a subset of 175,000 customers will receive the new digital meter during the initial phase” and RMP “estimates the remaining 795,000 Utah customers will transition to a digital meter over the next 10 years” There is nothing useful to Taylor with the new AMI Meter, nor do we need nor want, so why force it? Why not permit Taylor to be a part of the “remaining 795,000 Utah customers over the next 10 years” (82% of 970,000 total customers) rather than force Taylor be a part of the “subset of 175,000 customers” (18% of 970,000?)

### **CONCLUSION AND MOTION TO HEAR COMPLAINT**

By installing a Solar System, aka Customer Generation Facility, Taylor has already made the “decision to save energy.” It was a very expensive “energy-saving” investment. RMP now wants Taylor to allow private data collection and join their purportedly “secure website” or pay a premium, by reducing their Energy Credits a whopping 46% from existing Schedule 136, from 9.2 cents per kWh to Schedule 137 at 5 cents per kWh, to protect their personal data from potential use and/or abuse and avoid being forced to join their “website” that has no value to Taylor. Especially when 2032 is within RMP’s stated transition 10 year transition window in Exhibit “D” and which enables RMP to honor their *Intent* of the Agreements between the parties, through December 31, 2032.

RMP has failed to address the *Intent* of their Agreements, or even acknowledged that their Agreement in Exhibit “A” exists between the parties, and focused solely on tariffs, the “Letter of the Law.” RMP has failed to provide documents of any kind that show Taylor has agreed to RMP’s desired changes,

that have costly and detrimental effects on Taylor, should RMP be allowed to force their new AMI Meter on Taylor, in violation of the Agreements between the parties and the *Intent* of the Agreements. RMP has created this problem, by their sole and arbitrary action, to declare their installed “Standard Meter” in November 2020, to be “Non-Standard” that is not addressed nor indicated in the Agreements between the parties. Additionally, the only RMP “Opt Out” solution is a big loss to Taylor, with substantially reduced Energy Credits of 46%, collection of Taylor’s private data and forcing Taylor to join their purported “secure website” with no benefit to Taylor and for unknown present, or future use. This forced action by RMP appears to be prejudicial to Customers with Solar Systems in general.

RMP could easily provide a fair and reasonable solution for Taylor to keep the existing Schedule 136 Energy Credits and keep the currently installed “Bi-directional Meter” that appears to provide the data RMP needs for their billing purposes as detailed on Exhibit “C.” It is certainly working fine now, and has been for almost two years. Forcing Taylor to cancel Schedule 136 and adopt the reduced Schedule 137 Energy Credits only benefits RMP and is neither fair, “reasonable nor appropriate.” The Commission should not permit RMP to have this advantage over Taylor and all other Solar customers.

Taylor believes it was RMP’s original *Intent* to honor Schedule 136 Energy Credits of 9.2 cents per kWh through December 31, 2032. Taylor respectfully requests the Commission direct or “Order” RMP to keep Taylor on Schedule 136 with the currently installed “Bi-direction Meter” through December 31, 2032, in accordance with their right to do so, as stated in “Exhibit “A” page 13 (of 16) Item 9.2 with “applicable Commission Orders.” If the Commission “Orders” RMP to do so, this matter is resolved, and no further action is needed. If the Commission prefers not to do so at this time, then Taylor requests the Commission deny RMP’s Motion to Dismiss and grant Taylor’s Motion to Hear Complaint.

Dated this September 22, 2022

Most sincerely,



Helen Taylor, Pro se

#### REQUEST FOR UNDERSTANDING TO TAYLOR, FROM THE COMMISSION

Our governments, both Federal and the State of Utah, are spending hundreds of millions of tax-payer dollars to provide financial incentives to install Solar Systems, of which I’m a recipient for my residence, along with RMP in building their massive Solar Farm in Southern Utah. Please help me understand why RMP, with a virtual monopoly to provide power to Utah citizens, is allowed to reduce Energy Credit incentives to Utah citizens, unless we comply with arbitrary meter changes (in this case) and reducing them over time in general, while RMP rates continue to increase along with their “Subscriber Solar” program that charges between 9 and 11.7 cents on a “2 Solar Block Program” as posted on the RMP web-site, without any investment by the Customer in their own Solar System!

Admittedly, it is impossible for me to imagine the difficulty the Commission has in balancing RMP needs for a profit, against the needs of Utah citizens to receive power at a fair and reasonable cost too. Thank you for your time and consideration, and await your decision in this matter.

**CERTIFICATE OF SERVICE**

**DOCKET # 22-035-41**

I CERTIFY that on September 26<sup>th</sup> 2022, a true and correct copy of the foregoing was delivered upon the following as indicated below:

By regular mail:

Public Service Commission  
160 E 300 S 4<sup>th</sup> Floor  
SLC, UT 84111

Data Request Response Center  
PacifiCorp  
825 NE Multnomah, suite 2000  
Portland, OR 97232

There were the only mailing addresses provided on notices related to this docket.



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Helen Taylor, Pro se