



PublicService Commission <psc@utah.gov>

Re: Rocky Mountain Power

1 message

KEVIN HOUSE <khouse1961@verizon.net>

Fri, Oct 13, 2023 at 11:05 AM

To: "Talo, Florisa (PacifiCorp)" <Florisa.Talo@pacificorp.com>

Cc: Stefanie Liebert <sliebert@utah.gov>, PublicService Commission <psc@utah.gov>, marmartinez@utah.gov, gflores@utah.gov, chrisparker@utah.gov, Email <khouse1961@verizon.net>

Utah Division of Public Utilities please escalate to a Formal Complaint.

Risa,

All your response is just repeating what was said in the the letter we received "after" the sale was already completed. We, a solar customer had a binding agreement/contract with Rocky Mountain Power. Rocky Mountain sold their assets to Hurricane Power which meant our contacts must be honored with Hurricane.

We purchased solar panels knowing that we would have a contract with RMP to make the solar panels pay off at about 15 years. It is a CONTRACT.

This is the same as a business having a locked 20 year lease, spends over \$40,000 in upgrades to the property, in my case Solar panels, only to have the property (RMP) sold and the lease or contract voided just a few years into the contract the lease(contract) voided. This is not legal. RMP cannot sell its assets but not the contracts for which they have signed with Solar customers.

The Purchase Agreement between RMP and Hurricane Power clearly states in sections 4.3 that:

4.3
Non-Contravention: Approvals. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby **will not violate, conflict with or result breach of any provision of,** or constitute a default under, **or result in the termination** of any bond, mortgage, indenture, deed of trust, **contract**, lease or other instrument, **obligation or agreement of any kind** to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

And 5.3

5.3
Non-Contravention: Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or **result in the termination of any** note, bond, mortgage, indenture, deed of trust, **contract**, lease or other instrument, **obligation or agreement of any kind** to which Buyer is now a Party or by which any of its assets may be bound or affected.

We have a signed contract at the very least RMP has an obligation or agreement with its Solar customers.

What RMP is doing is illegal. To sell the assets knowingly knowing Hurricane Power had no intention of honoring the agreements, RMP has with its Solar customers. RMP is complacent in a conspiracy to defraud its customers.

Both RMP and Hurricane Power is violating their own Purchase Agreement!!

Please respond to this email.

Kevin House
 955 W 3390 S
 Hurricane, Utah 84737

CC: Utah Division of Public Utilities
 Utah Public Services Commission

On Oct 13, 2023, at 9:37 AM, Talo, Florisa (PacifiCorp) <Florisa.Talo@pacificorp.com> wrote:

Dear Mr. House,

We received your concerns from the Division of Public Utilities and appreciate you reaching out to them. I hope you find the following information beneficial.

On August 29, 2023 the attached letter was mailed to you and about 180 other customer's in your area. We apologize for the inconvenience that the sale of the Sky ranch electric service territory to Hurricane City Power has caused you and have truly appreciated having you as a customer. Rocky Mountain Power is unable to dictate or change what rates or fees Hurricane City Power charges their customers and unfortunately that also includes net metering. After your final bill is generated with our company, if there is a credit bank remaining, we will be paying out those credits to each of our net metering customers impacted by the sale.

As mentioned in the attached letter, Rocky Mountain Power and Hurricane City Power will be out in your area and location sometime next week to exchange meters and you will receive a final bill from Rocky Mountain Power shortly after. Again, we truly appreciate your business and wish you the best.

Thank you for your time.

Regards,

Risa Talo

Customer Advocacy and Customer Service

801-955-2435

 **Sky Ranch letter.pdf**
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