

Complaint Report

Complaint Number: C23-0189

Customer Information

Customer Name: House, Kevin

Account Number:

Phone Number: 909.241.5755

Email Address: khouse1961@verizon.net

Service: 955 W 3390 S

Address: Hurricane City, UT 84737

Complaint Information

Company Name: Rocky Mountain Power

Date Received: 10/10/2023

Type of Call: Complaint

Complaint Received By: Stefanie Liebert

Gone Formal: NO

Date Resolved: 10/13/2023

Complaint Type: Billing Problems

Utility Company Analyst:

Complaint Description:

Kevin House called the Division of Public Utilities as he has been unable to resolve his concerns with Rocky Mountain Power. Mr. House states that he is a solar customer with Rocky Mountain Power, and they sold their assets for two subdivisions, Cliff Dwellers Ranch, and Sky Ranch, to Hurricane City. According to Mr. House the sale became effective 8/9/2023, and the transition to Hurricane City will be effective 11/1/2023. Mr. House states because Rocky Mountain Power didn't sell their solar contracts, Hurricane City is not going to honor Rocky Mountain Power contracts for solar customers in the two mentioned subdivisions. Mr. House states because the solar contracts were not sold this will result in higher service fees, metering, and rates. Mr. House requested that Rocky Mountain Power respond to his informal complaint by email.

Complaint Response:

On Oct 13, 2023, at 9:37 AM, Talo, Florisa (PacifiCorp) 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

Additional Info:

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