



PublicService Commission <psc@utah.gov>

Docket No. 23-035-48

1 message

KEVIN HOUSE <khouse1961@verizon.net>
To: PublicService Commission <psc@utah.gov>
Cc: Dayton Hall <dayton@cityofhurricane.com>

Mon, Nov 6, 2023 at 4:53 PM

Dear PSC,

Please add this to my ongoing case.

Here's a link that shows the three different schedules for Solar Power generating customers. The Schedules are 135, 136 & 137 which one you're in is based on when you signed up with the power supplier. I signed my contract with Rocky Mountain Power on 1/3/2020 so I'm in the Transition Schedule 136.

I'm bound by that agreement and so is Rock Mountain. Just because Hurricane Power bought out our subdivision from Rocky Mountain, doesn't mean our contracts are null and void.

Hurricane Power MUST honor our ongoing contracts.

According to Hurricane's City Attorney, he compared what the City did to a person who has a 5 year lease on a property can be kicked out of the property and the lease voided if the owner sells the property. This is ridiculous!! No one would sign a lease on a commercial building, spend thousands or even tens of thousand fixing it up only to have their lease voided if the property sells.

Dayton Hall, the City's Attorney, must have missed contract law in law school and unfortunately he advises the City. The Mayor does what he says. There goes any chance of resolving it with the City.

Please read the three schedules which were approved by the Utilities Commission.

My two issues are:

1) The \$40 monthly service fee. Why?? I was only paying \$10 a month. My solar system does not cost them anymore money than a non-solar customer. It's just a way to profit over Solar customers. The other city residents only pay \$20 monthly. I'll have to pay \$40 because I have a solar system that matches my usage with almost a zero net.

2) I be held and the City be held to the Schedule 136 as was signed. Schedule 136 and the others were approved by the State. Schedule 136 ends January 1, 2033. Then I will no longer be in the transition schedule and move to Schedule 137.

I ask, and beg, for Justice to prevail. It seems simple to me and to the lawyers I have spoke to.

We're only talking 20 customers affected by this change of ownership. The City had been disingenuous in its dealing with us. They only meet with us individually and tell each resident that we have no recourse.

The Purchase Agreement between RMP and Hurricane Power clearly states that Hurricane Power must take over all liens, debts, CONTRACTS, etc. shouldn't that be enough??

We are not part of the City of Hurricane! We had **no** say in this process nor were we invited or notified of this take over until it was already signed by both parties.

We had no vote or say where they approved the fee schedule or Solar by back amounts.

We cannot vote bin the City this we're have taxes without representation. What we request is fair and responsible. **HONOR ON CONTRACTS!!** Most of the homes are in Schedule 138 and will be less affected.

Thanks,
Kevin House
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Hurricane Utah 84737

<https://hub.utahcleanenergy.org/solar-power/for-homes/connect-to-the-grid/>