

Re: Docket No: 23-035-48

November 29, 2023

Dear Commissioners:

I am not a lawyer. Just a resident of the great State of Utah. Please forgive my lack of knowledge when it comes to preparing an answer to a legal proceeding.

Pacificorp's answer has many flaws, incorrect statements and a lot of fancy bloated legalese as if they were paid by the word.

Usually, I don't use my reply to show how the opposing party's response is incorrect. Sometimes you can get lost doing just that. I believe keeping it simple to the facts as I will do later but, there are too many erroneous and lacking statements in Pacificorp's response. So here I go by section as listed in Pacificorp's response....

**My response to Sections 1 & 2:**

No response needed. Clerical matters.

**My response to Section 3:**

First, I do not live, nor is my property located, in the Sky Ranch Subdivision. It is located in the Cliffdweller Ranch Subdivision!

Hurricane Power does not supply power to all of Hurricane city for which Pacificorp's carefully written reply implies. Excerpt taken directly from Hurricane Powers's website: "The Harrisburg development area is served by Rocky Mountain Power. Sand Hollow Resort, Dixie Springs, Elim Valley, and areas directly west of Dixie Springs and Elim Valley are served by Dixie Escalante. Note to home builders: Because of the different electric providers within the city, different permitting applications and impact fees are required."

Hurricane City residents are served by multiple power companies and thus could have kept us having Rocky Mountain Power. RMP still serves homes near me. The only reason for us switching to Hurricane Power was to facilitate annexation of our property. Period.

Why should we lose the benefits of our RMP contract in order to benefit Hurricane City's annexation plan?

#### **My response to Section 4:**

The explanation given on how the power gets to my home is quite common. Many areas inside the City of Hurricane currently get their power through the same distribution method and do NOT get their power from Hurricane Power. In fact, Rocky Mountain Power, still serves a large section of Hurricane using similar transmission and interconnection methods.

Why the focus on our subdivision? I know the answer. The real purpose of Hurricane taking over our electric service is the easiest way to FORCE annexation of our properties to the City. The City has to serve our properties with at least one utility for a year in order to force annexation. Mayor Billings promised us that she, the City, will not force annexation upon us that we can decide that ourselves. This is nothing but a tax grab.

The very sad part is they are trying to use the very laws that protect us, against us.

Section 5- I broke it in two for clarification purposes with my response following each subsection.

#### **First half of Section 5 states:**

*“On December 16, 2019, Rocky Mountain Power and Mr. House entered into an Interconnection and Customer Generation Service Agreement (“Interconnection Agreement”) for which a rooftop solar photovoltaic generation resource, which is attached as Confidential Exhibit 1. Under the Interconnection Agreement, Rocky Mountain Power credits Mr. House for any excess generation on a monthly basis, at rates reflected in the Company’s then-current Electric Service Schedule No. 136 – Transition Program for Customer Generators (“Schedule 136”).*

#### **My response to the first half of Section 5:**

The above confirms that I indeed have a legal and binding contract with Rocky Mountain Power a subsidiary of PacifiCorp. Legal & Binding!

#### **Second half of Section 5 states:**

*“The Interconnection Agreement provides that its “validity, interpretation, and enforcement” is governed by the laws of the State of Utah, and that if “any provision of this Agreement conflicts with any applicable provision [of Utah Code, Administrative Rules, or Rocky Mountain Power’s Tariffs], then the applicable provision of the Code, Rules, or Tariff controls.”*

### **My response to the second half of Section 5:**

Pacificorp is reaching way out on their response. Somehow, by the stretch of common sense, they argue they can disregard my legal contract with them because Utah Code, Rules or Tariff's supersede the validity of my contract. My Contract is also protected by Utah's laws. Contracts are legally and lawfully binding. If Pacificorp can legally disregard any of their contracts by simply transferring their assets, we are no longer governed by the U.S. Constitution.

Based on Pacificorp's interpretation of the law, I give you this example:

A business leases a large section of a commercial shopping center. He signs a 10-year contract which guarantees he can use the property for 10 years. With this guarantee, he spends \$250,000 in equipment to run his business. According to Pacificorp, the property owner could sell the property two years into the contract to someone else and the new owners would not have to honor the contract with the business.

In the above scenario, I'm the business. The contract is mine with Rocky Mountain Power and the equipment is my solar system. Contracts have meaning.

I based my purchase of my solar system based on what Rocky Mountain Power offered as far as credits for power sent back to them and what they charged for connecting to their power infrastructure. Hurricane Power is forcing me to pay 400% more for the service fee (\$40 instead of \$10) and pay me 50% less for the power I send back to them. The new rates and fees make my solar system to no longer be cost effective. Sadly, I cannot undo that purchase. Hurricane Power's fees and rates for solar customers makes going solar a non-starter. Utah State has endorsed, promoted and gives incentives for residents to go solar.

If Rocky Mountain Power has chosen to raise their service fees and/or lower what they pay for our power back to them prior to selling to Hurricane Power, that would have been okay. We would have been notified, and had the opportunity, to respond and to give input into the process.

Since we do not live the City of Hurricane, we had no say in their rate proposal process. We were obviously not informed and thus did not have a say in the public comments time period. We cannot vote for council members. We did not buy our home in the city for this very reason. I have offered to compromise with Hurricane Power as to a lower service fee, but they will not work with us at all.

Rocky Mountain and Hurricane Power knew beforehand that their solar customers would not be happy. They figured we all would just allow it. Both parties conspired to not honor our contracts.

**My response to Section 6:**

My property may be part of the City of Hurricane's general plan. We were not notified of it during its development. Annexation has not taken place and cannot take place until the city served us with at least 1 utility for 1 year. Also, we still have several legal challenges afforded us prior to the City forcing annexation of us. Pacificorp is putting the cart before the horse.

Section 7 states:

*"Hurricane has not yet completed annexation of the Sky Ranch subdivision, as this is a multi-year process. In March of 2022, Washington County annexed Mr. House's residence to Hurricane, based in part on Hurricane's expressed intent to annex the area. Thereafter, if Hurricane provides municipal services (including electricity service) for at least one year, the city can annex the unincorporated area without a formal annexation petition."*

**My response to Section 7:**

They readily state that this voiding of my legal contract with Rocky Mountain Power is part of a conspiracy to force annexation our property. If they're going to do this to us at least they can honor our contracts which have expiration dates. The gall of the City and Pacificorp to work together to harm us is truly saddening and a threat to other solar customers.

Section 8 states:

*"Consistent with these plans, Rocky Mountain Power and Hurricane entered into an asset purchase agreement ("Asset Purchase Agreement"), where Rocky Mountain Power agreed to sell all of its distribution assets in the Sky Ranch area to Hurricane.<sup>9</sup> Relevant here, the Asset Purchase Agreement: (1) would not violate, conflict with, breach, default, or otherwise terminate any contract where Rocky Mountain Power is a party;<sup>10</sup>(2) automatically updates or is terminated if the Commission determines that any provision of the Asset Purchase Agreement is unlawful;<sup>11</sup> (3) and the transfer of assets shall not occur on or before November 1, 2023.*

My response to Section 8:

I feel this section supports my argument. The wording: “the Asset Purchase Agreement: (1) would not violate, conflict with, breach, default, or otherwise terminate any contract where Rocky Mountain Power is a party. “

The Asset Purchase Agreement in two separate sections, Sections 4.3 & 5.3 clearly states, as the wording above, that the Asset Purchase Agreement would not violate, conflict with, breach, or otherwise terminate any contract for which Rocky Mountain Power is a party.

Our contract with Rocky Mountain is being violated, breached and terminated!! BOTH parties agreed to this. This should be an open and shut case. BOTH parties, Rocky Mountain Power and Hurricane Power, are violating their own Purchase Agreement and by not honoring their agreement, they are violating my contract. This goes to show what lengths they will go through to not do what is right. What’s the big deal. The City would not be harmed substantially by honoring our contracts. That cost should have been figured into the purchase price.

My response to Section 9:

We were notified what the parties decided on their own what they were going to do. We had no say at all in the process. I formally asked Hurricane Power not to replace my meter, but they did so anyway without notice of the exact day they planned on doing it. I have medical equipment for my disabilities that needed to be powered off during the power interruption.

My response to Section 10:

22 customers!!! Not a lot by any means. 22 out of over 180. Schedules 135, 136 & 137 were all approved by the State and its Commissions. Under Hurricane Power they don’t have Schedules 135,136 or 137. They just have one and it’s not good. Also, they can force us, at our expense, to “choke” our system down so that it only supplies less than 6kw back to the grid. So much for them claiming to be pro-solar. They should charge us less in a service fee instead of 400% more as a way to support solar.

As far as the excess generation credits, it goes to show we have a binding contract. Funny how they honor one part but not all after the transfer. And they only did this after my friend threatened legal action. By the way, we haven’t received the credit as of yet.

My response to Section 11:

None.

My response to Section 12:

I disagree. I have proven my case. Rocky Mountain Power, by entering into a purchasing agreement with the City of Hurricane, fully knowing and understanding that, our contracts with them would be voided, our current Service Schedule voided, and our service fee raised 400%.

Why with prejudice? They act as if my complaint is frivolous. I ask, if my complaint is denied, it will not be with prejudice.

Section 13 states:

*Read liberally, Mr. House argues that Hurricane or Rocky Mountain Power must abide by the terms and conditions of Mr. House's existing Interconnection Agreement—relevant here, this would result in Mr. House continuing to receive the price paid for exported electricity.*

**My response to Section 13:**

Yes, that is what I'm saying except they failed to mention that I have a contract with Rocky Mountain Power prior to the sale to Hurricane Power and that contract must be honored by the new purchaser.

\*\*\*\*Rocky Mountain Power's easy way out is to simply state that they were aware of the 22 Solar contracts, that Hurricane Power was also aware of them, and that Hurricane Power is obligated under 4.3 and 5.3 of the Purchase agreement to honor our solar contracts. Period. But they will not. Why? Were they in cahoots with Hurricane Power to defraud these 22 solar customers?

**My response to Section 14:**

Pacificorp argument is that since Hurricane City has the authority to annex us and therefore that gives the right for Hurricane Power, a separate non-profit company from the City, to disregard our contracts and even worse not honor our Rate Schedule which was determined by the date of our solar contracts.

Utah statutes may provide Hurricane City the power to annex us but that doesn't give them the right to void our contracts. If this was truly the law, nobody would buy property or lease property or sign any contract in any part of the unincorporated areas of the State of Utah if all could be voided by a city annexing their property.

For example, by annexing a property, the City cannot just force a resident to give up their home because the City's new general plan shows that area as being commercial. We do not live under a dictatorship.

Another example: When a mortgage company sells the mortgage on my home to another lender, ALL PROVISIONS OF THE ORIGINAL LOAN STAY THE SAME. Even if the original lender company was sold to another company, the new company cannot change any terms of the loan.

**My response to Section 15:**

I disagree. Hurricane's statutory powers 1) have not occurred yet as far as annexation goes. It is still in the process, and we have many legal options to oppose or even prevent annexation. and 2) Hurricane Power wrongfully disregarded our legal contracts that were tied to the assets they purchased from Rocky Mountain Power.

**Section 16 states:**

"Further, the transaction was consistent with Commission authorities. In certain circumstances, the Commission is required to pre-approve certain transactions between municipalities and utilities.<sup>23</sup> None of these circumstances are presented here: UTCA § 10-8-14 does not apply, because the city is not seeking to serve customers outside city limits, Washington. County has already annexed the territory to Hurricane, and Hurricane is in the process of annexation Mr. House's property; neither UTCA §§ 54-3-30 or 54-3-31 apply, because Rocky Mountain Power is not intending to serve a customer within Hurricane's city limits; and UTCA § 54-4-25(5) does not apply, because this statute does not require utilities to apply for Commission approval when reducing its service territory. Similarly: UTCA § 54-3-3 does not apply, because the transaction does not impact our Commission-approved schedules, rather it amends our service territory; UTCA § 54-3-28 does not apply, because the Complaint involves utility from his rooftop solar generator under their existing Interconnection Agreement and the Company's Schedule 136, regardless of who Mr. House received power from.

**My response to Section 16:**

Another misleading/false statement by Pacificorp. Please see the highlighted section above. Washington County has NOT annexed our property to Hurricane City. The County has only put through a "resolution" to allow for annexation. It's just a resolution and it is not a binding document. Definition of a Resolution on Utah.gov is: *Except for joint resolutions amending the Utah Constitution, resolutions generally have no force of law. They are considered an expression of*

*the Legislature and are printed in the annual session laws (Laws of Utah) but are not codified (i.e. placed in the Utah Code).*

\*\*\*Does Hurricane Power have to get Commission approval to add the 180 customers from Rocky Mountain Power?

Section 17 states:

*“Finally, while UTCA § 54-4-1 always allows the Commission to exercise its jurisdiction to fill in the gaps of its statutory authorities when “necessary or convenient in the exercise of such power and jurisdiction,” the Company does not believe the circumstances warrant that power here: not only were the Company’s actions lawful, but they were also reasonable to ensure that Hurricane can provide uninterrupted service to its residents.”*

**My response to Section 17:**

This transfer had nothing to do with providing us uninterrupted service!!

We agree that the Commission has the power, authority and jurisdiction to “fill in the gaps”. These circumstances truly do warrant the Commission to remedy these unreasonable actions.

**My response to Section 18:**

It is my full understanding of law that Rocky Mountain Power has violated the law by entering and defending the illegal voiding of our solar contracts.

**My response to Section 19:**

I pray that the Commission will affirm my complaint and provide a resolution that is fair and just to me, as well as the 21 other affected solar customers.

**In Summary,**

If Rocky Mountain power is allowed to disregard or contracts with them, it will cause us great harm.

- 1) The Service Fee from Hurricane Power will alone cost me \$360 more a year.
- 2) I will be forced into a Rate Schedule that is considerably less favorable for me and thus my monthly power bill will be higher.
- 3) They can force me “choke” down the power that I send back to the grid by more than half, if they so choose and I would have to pay for the cost of the limiting device and its installation. They will make my solar system less productive. How ridiculous.



We're on a fixed income and purchased our solar system as a way to help the environment and to control our cost for electricity. Hurricane Power is anti-solar which goes against the State of Utah's Resolution to be a Solar friendly State.

\*\*\*Why can't Hurricane Power honor my Rate Schedule 136 that I have with RMP until it expires on January 1, 2033. It's only 9 years from now.

Can Hurricane take over unincorporated areas without notifying the PSC?

We feel the State should take back the right to oversee municipal power companies. Especially when they refuse to honor contracts and are imposing undo and unfair costs to its customers.

When we talked to the City of Hurricane and Hurricane Power, and they were uncaring and frankly could care a less about us losing our RMP contracts. They basically told us they can do what they want, however they want. It will take nothing less than a lawsuit to correct their behavior.

Rocky Mountain knowingly entered into a Purchase Agreement, with full knowledge and understanding, it would cause harm to their customers.

We do ***not*** live in Hurricane City. We bought in the unincorporated area for this very reason and for RMP and Hurricane Power to conspire to not honor our contracts and use this transfer of services as a way to force annexation of our properties. If they're going to force annexation, at least they should do it fairly and legally. The arrogance of Hurricane City is astonishing.

We ask that the Public Services Commission look into the transfer between these two power companies and either overturn the transfer or force the involved parties to honor our binding contracts.

We pray for relief in this matter.

Sincerely,  
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