

Re: Docket No: 23-035-48

11/29/2023

Dear Commissioners,

I live in the Sky Ranch community situated within the county of Washington, Utah. I am writing this letter in support of myself and others in my neighborhood who possess solar arrays at their residences and have been adversely affected by the recent acquisition of electrical assets by Hurricane City from Rocky Mountain Power (RMP).

When I assessed the financial aptitude of installation of a solar array on my residence back in 2019/2020, I used the information provided by RMP regarding the cost of power purchased and return on power returned to the grid from my solar array. The return on investment worked out to be approximately 8 years with the expected lifetime of the solar array being 25 years. So, I entered into a contract with RMP under Tariff Schedule 136. This Tariff was guaranteed until December 31, 2032.

Recently, RMP notified me that they were switching our power provider to Hurricane City. After working out the return on investment with the new pricing schedule of Hurricane City, the return was now out past the expected lifetime of the solar array.

How can this be fair? I had a contract with RMP that should have lasted till end of 2032.

Assignment is void and ineffective

According to the interconnection agreement between RMP and myself on 10/13/2020, Section 6.1.2, *“Any attempted assignment that violates this article is void and ineffective. Assignment does not change or eliminate a party’s obligations under this agreement. An assignee is responsible for meeting the same obligations as the assigning party.”*

The sale of RMP assets to Hurricane City is an assignment of our service with RMP to Hurricane City. Assignment is addressed in the interconnection agreement with RMP.

6.1 of the interconnection agreement – Assignment requirements were not met

- I did not give my consent for RMP to assign my electric service to Hurricane City. Consent is required by the non-assigning party.
- RMP did not give the required written notice of the assignment at least 15 business days before the effective date of the assignment. I have not and do not consent to the assignment.

Exceptions to Consent Requirement not met

- 6.1.1.1– RMP may assign without consent under certain circumstances. These circumstances were not met. RMP did not assign the agreement to an affiliate with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning party under this agreement.
- (Hurricane City cannot provide export energy credits that are obligated by the agreement) According to schedule 136 exported

Customer Generated Energy Credit, RMP pays 9.2 cents per Kwh with a \$10 base rate. While Hurricane City only provides 4 cents per Kwh for customer generated energy to the grid and \$40 base base rate or \$30 for small systems. This does not meet the obligations of the RMP contract.

The current schedule of fees from the Hurricane City website does not meet these obligations. Neither has Hurricane Power provided a written contract that indicates they are meeting the obligations of my interconnection agreement with RMP.

Therefore, the sale of RMP assets to Hurricane City shall be void and ineffective according to 6.1.2 of the interconnection agreement.

Asset Sale agreement requires assumption of contracts

In the sale agreement between RMP and Hurricane City, RMP warranted the following:

“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 Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.”

RMP is in violation of this warranty because I did have a contract with RMP and now RMP is in violation of my contract with them by attempting to transfer my electric service to Hurricane City without my approval. This places RMP in violation of both their warranty that they provided in the sales contract with Hurricane City and the interconnection agreement with me.

No Force Majeure

There has been no Force Majeure event that would prevent RMP from fulfilling any obligations under the interconnection agreement with me.

No right to terminate under default

I have not failed to perform any obligations under default that would allow RMP to terminate the interconnection agreement.

Remedy

RMP must resume providing power to the solar customers in the Sky Ranch / Cliffdwellers communities in accordance with the contracts that were in effect prior to the sale of the assets to Hurricane City Or Hurricane City agrees to assume the RMP contracts.

Sincerely,

Michael and Tammy Salzman

1135 W 3940 S

Hurricane, UT 84737

Email: arrow54t@yahoo.com

Phone: 707-718-7762