



PublicService Commission &lt;psc@utah.gov&gt;

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**Docket No: 23-035-48**

1 message

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To: PublicService Commission <psc@utah.gov>

Mon, Dec 4, 2023 at 4:27 PM

I okay this email to be posted on your public site as a nonconfidential document.

Dear Commission,

I'm the complainant in this docket. It is my conclusion that Hurricane Power in conjunction with Rocky Mountain Power conspired to harm us. Under the new rates and fees we are now forced to pay Hurricane Power, it will cost me over \$900 minimally a year.

I thank God our great State has a Commission to protect its citizens.

Hurricane City's plan to force annexation upon us is the sole reason for the transfer.

The parties are attempting to use future annexation as the legal precedent to make this transfer. When in fact, annexation has not occurred, and cannot unless Hurricane City provided a utility to us for a year. Prior to this transfer, Hurricane City, did not provide any utilities to us. Rocky Mountain chose to skirt legal procedures to assist Hurricane City in expansion. It's my guess there is some Quid pro Quo going on between them.

I've been contacting my legislators for assistance is helping me to understand the Utah State codes. Everyone was very helpful. They put forth Utah Codes: 10-8-14, 54-3-30, 54-4-40 and 54-3-31.

**10-8-14** Section 4(a) states a municipality **cannot** deliver power outside of its municipality's boundary. There are some accommodations for those who received power from the municipality but live outside the municipality prior to June 15, 2013. This does not apply to us.

Section 5(b) is a provision and procedure for customers who **request** to receive power from a municipality for which their property is not located in. We surely did not request this.

**54-3-30** discusses providing power to a customer within a municipality boundaries. Our property as well as the over 180 other customers affected in Hurricane Powers purchase of RMP's infrastructure, ARE NOT WITHIN THE MUNICIPALITY OF HURRICANE CITY.

Rocky Mountain Power provides power to many other subdivisions located within the City of Hurricane. **\*\*There was no real reason for RMP to sell our subdivisions electric service to Hurricane Power. RMP still provides power to subdivision within a couple of miles of my home. Hurricane City states they are only doing this to provide us with safe and reliable power. So, does that mean, RMP doesn't provide safe and reliable power to its customers near us?**

The only reason this transfer was done was to facilitate the annexation of the 180 homes to the City of Hurricane.

**Hurricane City cannot annex us unless they provide at least one utility to us for at least a year.** This has nothing to do with providing reliable power to us. It's all about getting property tax revenue. The County is okay with the annexation BUT it has not taken place yet. Hurricane City prior to this issue, could not annex us.

**54-4-40** discusses agreements between a municipality and a electrical corporation. This may apply to Hurricane Powers agreement with Rocky Mountain Power.

In Section 3, should we have received public notice no later than 3 days after the PSC received the proposed agreement between RMP and Hurricane Power. Unless, of course, they did not notify the PSC.

In the Purchase Agreement between Hurricane Power and RMP it states in Section 5.2 that **"No declaration, filing, or registration with, or notice to, or authorization, consent or approval of any governmental or regulatory body or authority is necessary for the execution and delivery of this agreement....."**

It seems to this lay person that they were trying to do this behind the backs of the PSC.

**54-3-30** mainly discusses providing of power to customers within the municipal boundaries. Which doesn't apply to me.

Thanks for putting up with me in this matter. I'm just so upset by what is going on. We are on a fixed income and I'm disabled. I don't want to lose my home.

I've honor every contract I've ever signed. I've only been late once in my life for a water bill that was lost in the mail. RMP needs to honor our contract with them.

Our contracts survive the sale from RMP to Hurricane Power.

Thanks,  
Kevin House