

Katherine Smith (18823)
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (435) 776-6980
katherine.smith@pacificorp.com
Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Formal Complaint of Van and Tonja Hall against Rocky Mountain Power	DOCKET NO. 25-035-07 ANSWER AND MOTION TO DISMISS
------------------------------------------------------------------------	-------------------------------------------------------------

Pursuant to Utah Code Ann. § 63G-4-204(1) and Utah Admin. Code §§ R746-1-206, and R746-1-301, Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) answers the formal complaint (“Complaint”) filed by Van and Tonja Hall (“Complainants”) with the Public Service Commission of Utah (“Commission”). The Company also moves to dismiss the Complaint with prejudice because Rocky Mountain Power has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

Communications regarding this Docket should be addressed to:

By e-mail (preferred):

datarequest@pacificorp.com
katherine.smith@pacificorp.com
max.backlund@pacificorp.com

By mail:

Data Request Response Center
Rocky Mountain Power
825 NE Multnomah St., Suite 2000
Portland, OR 97232

Max Backlund
Rocky Mountain Power
1407 W North Temple, Suite 330

Salt Lake City, UT 84116
Telephone: (801) 220-3121
Facsimile: (801) 220-4615

Katherine Smith
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone: (435) 776-6980
katherine.smith@pacificorp.com

BACKGROUND AND ANSWER TO COMPLAINANT’S ALLEGATIONS

1. Complainants are residential customers with rooftop solar of Rocky Mountain Power, taking service on Electric Service Schedule No. 137, Net Billing (“Schedule 137”), at the service address listed in the formal complaint filing submitted by the Complainant on January 29, 2025 (“Complaint”).

2. On or around November 3, 2023, Complainants submitted an application to the Company, requesting to interconnect a rooftop solar system installed on their garage, which was detached from their residence.

3. At the time of the interconnection application, the Complainants’ garage was receiving service under Electric Service Schedule No. 23, General Service - Distribution Voltage - Small Customer (“Schedule 23”), and their home was receiving service under Electric Service Schedule No. 1, Residential Service.

4. As part of the interconnection application, the Complainants requested aggregate billing to aggregate the meters of their garage and home. Aggregation is permitted under certain conditions that are specified the in Commission’s Administrative Rule R746-312-15 and in Schedule 137.¹

¹ Schedule 137, Special Condition 11.

5. On or around November 14, 2023, the Company informed Complainants that they did not qualify for aggregation because R746-312-15(1)(c) and Schedule 137² require the designated meter and additional meter to be on the same rate schedule. The Company also explained to Complainants that the garage could not be moved to Schedule 1 because it did not qualify as a residence.

6. On or around December 8, 2023, Complainants' solar panel system was connected to the Company's system with permission to operate, and the Company began billing the garage meter on Schedule 137. However, the Company did not begin aggregating Complainants' bill at this time because the Company does not aggregate billing until both meters are set to the same schedule.

7. On or around February 28, 2024, Complainants submitted a new application to the Company, requesting aggregate billing, explaining adjustments had been made to the garage to qualify as a residence.

8. On or around March 12, 2024, the Company did a site visit to Complainants' garage and confirmed it qualified as a residence. Accordingly, the Company's records reflect Complainants qualified for aggregate billing as of March 12, 2024.

9. In September of 2024, Complainants contacted the Company, stating their bill did not reflect the meter aggregation. The Company confirmed that it had mistakenly not aggregated Complainants' bill when it was approved on March 12, 2024. The Company remedied this error by placing Complainants on aggregated billing and recalculating Complainants' bills back to March 12, 2024.

² *Id.*

10. Once Complainants bills were recalculated, the Company's billing system posted \$1,009.55 in credits to Complainants account, which appeared on Complainants November 6, 2024 statement.³ To be sure, the credits reflect the billing as if the meters had been aggregated beginning March 12, 2024, which are calculated in accordance with the rates on Schedule 137. The calculation is provided as Confidential Attachment A.

11. On or around December 17, 2024, Complainants filed an informal complaint seeking additional reimbursement for the output of the solar panels. requesting the Company recalculate Complainants' bill beginning November 3, 2023, aggregate Complainants' home, garage, and solar panels, and requesting the Company reimburse for costs that should have been covered by the output of Complainants' solar panel system.

12. On or around December 18, 2023, the Company responded to Complainants, apologized for the delay in aggregating Complainants' bill and explained how the Company mistakenly did not aggregate Complainants' bill until October of 2024, as opposed to the two billing cycles previously stated to Complainants.

13. On or around January 30, 2025, Complainants filed a formal complaint. In the formal complaint, the Complainants acknowledge they received approximately \$1,000 in credits but claim this is insufficient because they believe their aggregation request was approved on November 3, 2023, and that, once properly aggregated, their solar panel output should have largely covered their bills that were "in excess of \$2,500." The Complainants attached several Excel spreadsheets containing usage and production data to substantiate their claim that the Company did not correctly calculate what the credits should be under aggregation.

MOTION TO DISMISS

³ The Complainants November 6, 2024 statement is attached to the Confidential Exhibit 1 Informal Complaint.

14. The Company requests the Commission dismiss the Complaint with prejudice under Utah Rule of Civil Procedure 12(b)(6) because Complainant has failed to allege or establish that the Company has violated any applicable law, Commission rule, or Company tariff for which relief can be sought.

15. The Company admits that it did not aggregate the Complainants bill within 30 days of March 12, 2024, as set forth by Schedule 137, Special Condition 11.⁴ As the Company described in its response to Complainants on December 18, 2024, there was an unfortunate miscommunication within the Company between the net billing group and the billing department, which led to the Company's unfortunate failure to aggregate Complainants' bill in a timely manner.

16. Once the Company was made aware of its error, it recalculated the Complainants bills and posted \$1,009.55 in credits to Complainants' account in October of 2024 to account for proper compensation to Complainants beginning March 12, 2024, through October of 2024. While the Company regrets that it failed to meet its 30-day requirement under Schedule 137, the Company remedied this violation when it credited Complainants' account.

17. In the informal complaint, Complainants requested the Company recalculate Complainants bill. Upon reviewing Complainants' bill, the Company confirms Complainants are not owed any additional credits for the months between March and December 2024.

18. Complainants claim the Company needs to reimburse Complainants for costs that should have been covered by the output of Complainants' solar panel system. However, as stated

⁴ Rocky Mountain Power Rate Schedule No. 137, Special Condition 11, states, "Upon customer-generator's request and within thirty (30) days' notice to the Company, the Company shall aggregate for billing purposes the meter to which the net metering facility is physically attached ("designated meter") with one or more meters ("additional meter") if the following conditions are met... (c) the designated meter and additional meter are subject to the same rate schedule[.]"

above, the Company reviewed Complainants' bill and confirmed credits posted to Complainants' account in October of 2024 sufficiently reimbursed Complainants. Therefore, there are no additional costs that should have been covered by the output of Complainants' solar panel system.

19. Complainants claim the Company approved aggregation on November 3, 2023 and request their bills be recalculated back to the date of interconnection on December 8, 2024. Although the Company disputes this claim, as it did not approve the Complainants' aggregation request until March 12, 2024, the Company notes that even if aggregation had been approved on November 3, 2023, Confidential Attachment A shows that the excess output from Complainants solar panels from December 2023 through February 2024 would have resulted in an additional credit of only \$23.04.

20. Confidential Attachment A shows the calculation of the solar credits under aggregation. Under Schedule 137, a customer's energy charges for electricity consumption are calculated in accordance with the customer's applicable standard service tariff. Under Schedule 137, a credit, referred to as an "Export Credit," is calculated for energy that is produced by the customer in excess of consumption using the Exported Customer-Generated Energy Credit Rate as listed in the tariff. The Export Credit, if any, is applied to a customer's Energy Charges. The Company notes that the Export Credit may not be applied to other charges, such as the Customer Charge, or other surcharges. If the Export Credit more than offsets the Energy Charge in a given month, the remaining credit rolls over into the next month and can offset the next month's Energy Charge.⁵ Confidential Attachment A shows these calculations for the Complainants account.

⁵ Export Credits continue to roll forward each month until March 31 when they expire.

21. The Company requests the Commission dismiss the Complaint with prejudice because the Company has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

CONCLUSION

22. For the foregoing reasons, the Company respectfully requests that the Commission dismiss the Complaint with prejudice.

Dated this 5th day of March 2025,

ROCKY MOUNTAIN POWER



Katherine Smith (18823)
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (435) 776-6980

Attorney for Rocky Mountain Power

CERTIFICATE OF SERVICE

Docket No. 25-035-07

I hereby certify that on March 5, 2025, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck mbeck@utah.gov
ocs@utah.gov

Division of Public Utilities

dpudatarequest@utah.gov

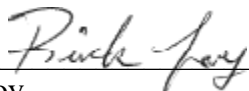
Assistant Attorney General

Patricia Schmid pschmid@agutah.gov
Robert Moore rmoore@agutah.gov
Patrick Grecu pgrecu@agutah.gov

Rocky Mountain Power

Data Request Response Center datarequest@pacificorp.com
Jana Saba jana.saba@pacificorp.com
utahdockets@pacificorp.com
Max Backlund max.backlund@pacificorp.com
Katherine Smith katherine.smith@pacificorp.com

Van Hall van.hall@live.com
Tonja Hall tonja.hall@live.com



Rick Loy
Coordinator, Regulatory Operations

**Exhibits A is Confidential in it's
Entirety and Provided Under a Separate Cover**