

BEFORE THE ARIZONA CORPORATION COMMISSION

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**COMMISSIONERS**

TOM FORESE, CHAIR  
DOUG LITTLE  
BOYD DUNN  
BOB BURNS  
ANDY TOBIN

Arizona Corporation Commission

DOCKETED

AUG 1 2017

DOCKETED BY  
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AZ CORP COMMISSION  
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2017 AUG - 11 A 10: 21

IN THE MATTER OF THE APPLICATION OF  
**ARIZONA PUBLIC SERVICE COMPANY**  
FOR A HEARING TO DETERMINE THE FAIR VALUE OF THE UTILITY PROPERTY OF THE COMPANY FOR **RATEMAKING** PURPOSES, TO FIX A JUST AND REASONABLE **RATE** OF RETURN THEREON, [AND] TO APPROVE **RATE SCHEDULES** DESIGNED TO DEVELOP SUCH RETURN.

(Teena Jibilian, Hearing Officer)  
**DOCKET NO. E-01345A-16-0036**  
**INTERVENOR GAYER'S**  
**EXCEPTIONS TO THE**  
**RECOMMENDED OPINION & ORDER**

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IN THE MATTER OF FUEL AND PURCHASED POWER PROCUREMENT AUDITS FOR ARIZONA PUBLIC SERVICE COMPANY.

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**DOCKET NO. E-01345A-16-0123**

Richard Gayer, an Intervenor herein, hereby submits his Exceptions to the Recommended Opinion and Order recently filed by Judge Teena Jubilian. Regarding the "bifurcation" of the AMI Opt-Out issue, it is not clear if there will be another ROO on that issue or that the Commissioners will issue another "Decision" without a ROO (and "exceptions" by the parties thereto).

Therefore, Gayer submits his exceptions on the AMI Opt-Out issue in this document, reserving his right to file exceptions to a separate ROO, if one is issued. Gayer has previously filed objections to other provisions of the Settlement Agreement, especially Section 27 on the 90-day trial period for new customers. He does not waive those objections by omitting them from this document; he is simply focusing here on the AMI Opt-Out issue.

1 Gayer takes exception to Settlement Agreement paragraph 30.1 because it does not allow  
2 for alternatives to physically reading every non-AMI meter every month. He does not here  
3 repeat his objections to the \$50 and \$5 charges set forth in that paragraph. His requests at this  
4 time are focused on simple methods, two of them existing, of mitigating the impact of extra  
5 charges upon non-AMI customers: spreading meter reading costs among all 1.2 million APS  
6 customers at less than 21 cents per month per customer (Gayer Exhibit 17), self-reporting under  
7 Rule 14-2-209 (A)(1-5) of the Arizona Administrative Rules, and bill estimation as suggested  
8 directly to "Richard Gayer" in Decision No. 75752 at ¶ 36 (p.9:26 to p.10:2) in Docket No. 15-  
9 0386. The ROO simply ignores Gayer's specific proposals.

10 Gayer takes strong exception to item 8.5 of Service Schedule 1 on Discontinuation of  
11 Non-Standard Metering, cited in Settlement Agreement paragraph 30.2. This part, especially  
12 subdivision (D), brands all non-AMI customers as potential criminals.

13 "(D) Company employees have received verbal or physical threats, including, but not  
14 limited to, verbal threats while installing meters or performing maintenance to Company  
equipment, and physical threats such as weapons or dogs."

15 It is discriminatory and defamatory and should be deleted entirely. If APS insists and the  
16 Commission approves, it should be placed under Part 7 on Termination of Service. Since any  
17 customer is theoretically capable of the threats mentioned in (D), there is no reason to treat non-  
18 AMI customers differently from those with AMI meters.

19 Gayer also takes exception to the ROO's silence on whether APS can demand physical  
20 access to a non-AMI meter that can be read from a convenient location outside of a customer's  
21 property, especially if that has been APS's practice for over ten years.

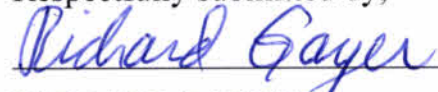
22 APS witness Bordenkircher testified that APS is entitled to such access under the Tariff,  
23 so that no exceptions will be made. Period! Bordenkircher at 639:12 to 640:9. No exceptions  
24 will be made even if providing tactile access to that customer's meter would substantially  
25 inconvenience the customer or impair his or her security (by leaving a gate open for access by  
26 APS) and privacy (access to personal information not needed to bill a non-AMI customer). *Id.*,  
27 at 640:10 to 641:2.

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1 This is just another example of APS using its substantial power – power provided by the  
2 Commission – to bully its customers into submission to its wishes. Gayer submits that the  
3 Commission should put an end to such abuse in this situation, one that is very important to some  
4 customers but insignificant to APS. Bordenkircher has recognized that it is the absolute power  
5 of the Settlement Agreement that controls essentially everything: “the agreed upon settlement  
6 agreement *dictates* the structure of the opt-out program” (630:20-21, emp. added); Gayer  
7 submits that the Agreement effectively “dictates” the structure of the ROO as well as the  
8 Decision and Order of the Commission; that is unfair and deprives customers of due process of  
9 law.

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11 Dated: 01 August 2017

Respectfully submitted by,

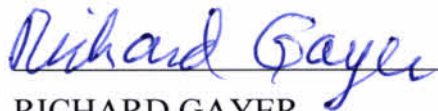


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17 **Proof of Service**

18 On 01 August 2017, I served copies of the foregoing on all parties on the “Service  
19 List” in this case.

20 Dated: 01 August 2017



RICHARD GAYER