

March 12, 2024

VIA ELECTRONIC FILING

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

RE: Docket No. 24-035-05
Application of Rocky Mountain Power for an Exemption by Appeal
under Utah Admin. Code R746-210-4 and for Approval of a Temporary
Master Metering Contract
Rocky Mountain Power's Reply Comments

On January 25, 2024, Rocky Mountain Power (“Company”) filed an Application petitioning the Public Service Commission of Utah (“Commission”) to grant an Exemption by Appeal under Utah Administrative Code R746-210-4, allowing the Company to provide a temporary master metering arrangement to a customer under a special contract (“Contract”). On February 26, 2024, the Division of Public Utilities (“DPU” or “Division”) and the Office of Consumer Services (“OCS” or “Office”) submitted comments. Pursuant to the Notice of Filing and Comment Period, the Company submits its reply comments.

DPU Comments

In its comments, the DPU recommends the Commission grant the Company’s proposed Exemption by Appeal and approve the Contract with the condition that the Exemption expire on September 1, 2024, and the tenants be switched to individual metering by that date. The Division concludes that it recognizes the supply chain issues stemming from the pandemic, but notes it is tasked with evaluating compliance with the requirements of the applicable administrative rules. To evaluate the cost/benefit and PURPA requirements, the Division requested information through discovery, including information providing evidence of significant financial impacts to the Developer if the Commission denies the Company’s Application. The Division states the administrative rules regarding master metering do not contemplate the situation presented in this case but notes that individual customers may be harmed in this case by a rigid application of PURPA requirements. Also, the Division states that the Developer’s installation of energy efficient appliances, HVAC, and lighting, and the short-term nature of the master metering exemption proposed in this case should mitigate the typical efficiency concerns raised by master metering arrangements. Therefore, the Division concludes the public interest supports approving the Application as long as the exemption expires September 1, 2024, with additional Commission process required beyond that date.

The Company agrees with the Division that the Commission should take care to limit any exception granted in this case and agrees with the need for the Commission and the interested parties to monitor the progress and timing of the Developer’s transition to individual

metering. However, the Company believes imposing an expiration date of September 1, 2024, is problematic for several reasons. First, the proposed expiration date is too soon because the Developer's meters are scheduled to arrive in August of 2024 and the planned timeline for installation is September of 2024. Therefore, installation of the meters will extend beyond the expiration date if the Developer follows the proposed timeline. This is particularly problematic because the Company's options for recourse in this instance would be limited to terminating service, which would primarily harm the tenants. Second, even if the individual meters arrive as scheduled and the meters could feasibly be hurriedly switched over ahead of schedule, the Company believes the public interest is better served to allow the Developer the flexibility to schedule the outage required to switch the meters during a time when the weather is more mild, such as mid-September, instead of in August when the need for air conditioning will likely be greater. Lastly, the Company believes the Contract adequately addresses the Division's concern and incentivizes the Developer to expeditiously install individual meters through penalties that are assessed beginning November 1, 2024, if individual meters are not installed by October 1, 2024.

The Company recommends that instead of imposing a September 1, 2024, expiration date for the master metering exemption, the Commission monitor the progress through the monthly reporting discussed in these comments. The Commission could take further action if the individual metering is not installed by December 1, 2024. If the Commission determines an expiration date should apply to the exception, the Company recommends an expiration date of no earlier than December 1, 2024, to allow for adequate time to adjudicate a subsequent request.

OCS Comments

The OCS reviewed the Contract and states that it lacks protections for the tenants during the temporary arrangement and recommends the certain conditions including contract amendments and reporting requirements. The Company submits an unexecuted¹ amended Contract as Confidential Attachment A that has been revised in response to the Office's recommendations listed below.

- a. *The tariff the developer's rates and charges will be based on while the apartment complex is receiving electrical service under the temporary master metering arrangement.*

RMP Response: Contract term 4.2.c adds language specifying the tariff the developer's rates and charges will be based on Electric Service Schedule No. 6 while the apartment complex is receiving electrical service under the temporary master metering arrangement.

- b. *A detailed description of how master metered electricity charges will be equitably allocated to tenants and how tenants may file a complaint if they have issues with billing and service.*

¹ The amended Contract will be executed upon Commission approval.

RMP Response: Contract term 4.2.c adds language requiring the Developer to allocate the electric bill to his tenants in accordance with the following methodology: Each tenant shall have a portion of the house meter electric bill allocated to them for common facilities, as they will continue to have once the residential units are individually metered. For tenants without an individual packaged terminal air-conditioning (PTAC) unit, the allocated share of the electric bill for common facilities will be slightly higher. 70% of the electric bill for each master meter will be divided equally among all residents sharing the master meter. 30% of the electric bill for each master meter will be divided equally among residents with PTAC units sharing each master meter. No charges or fees will be added to the electric bill allocated to residents. The tenant notice provided as Attachment B also includes information for how a tenant can file a complaint.

- c. *A requirement that the developer may not charge an administration fee on the electricity charges allocated to tenants.*
- d. *A requirement that the developer may not charge tenants for any fees or penalties paid to RMP under Section 4 of the contract for failure to meet its obligations.*

RMP Response: Contract term 4.2.b adds language prohibiting the Developer from charging tenants for administration fees or penalties or other fees paid by the Customer to the Company.

- e. *A plan to ensure that the PURPA requirements of efficiency and conservation are met, including how inefficient usage will be identified and addressed.*

RMP Response: Attachment C provides a list of energy conservation features of the apartment building provided by the Developer. The temporary nature of the master metering arrangement combined with the energy conservation efficiency features addresses the efficiency and conservation requirements of PURPA.

- f. *A revised requirement for developer communication with tenants which also explains that electricity service will be temporarily provided under a master meter arrangement, how the tenants will be allocated a portion of the monthly electricity costs and how a tenant may file a complaint. Include a requirement that this communication is to be provided prior to a tenant signing a lease agreement.*

RMP Response: Contract term 4.g. was modified to require the tenant notice, a draft of which is provided as Attachment B that will be provided to tenants prior to signing a lease agreement. Tenants will also be notified one week prior to individual meter installation that an outage will occur.

The Office also recommends the Company be required to file a notice when all tenants are on individual meters and the master metering contract has been terminated along with monthly status updates starting in September 2024. The Company agrees to file monthly status update reports with the Commission in this proceeding beginning September 20, 2024, and will continue to file monthly reports on the 20th of each month until the switch to

individual metering is complete. The Company will also file a notice with the Commission within 10 days of the date on which the tenants are switched to individual metering.

Conclusion

Through the amended Contract language, information provided in Attachments B and C and reporting commitments, the Company has attempted to address the DPU and OCS concerns to the extent possible. Rocky Mountain Power appreciates the review and input of the DPU and OCS regarding its Application in this matter. The Company requests the Commission approve the Application and Amended Contract as filed with these reply comments.

Sincerely,

A handwritten signature in black ink that reads "Joelle Steward". The signature is written in a cursive style with a large, looped initial "J".

Joelle Steward

Senior Vice President, Regulation & Customer/Community Solutions

CC: Service List - Docket No. 24-035-05

Confidential Attachment A

**THIS ATTACHMENT IS CONFIDENTIAL IN ITS
ENTIRETY AND IS PROVIDED UNDER
SEPARATE COVER**

Attachment B

Lease Addendum

Notice of Master Meters and Future Power Disruption Period

This Lease Addendum is made a part of the Lease dated _____ between Resident _____ and Landlord _____ for Unit _____ at 825 S 200 W, Salt Lake City, Utah (the "**Property**").

Whereas:

Individual apartment units at the Property rely on electrical power for lighting, convenience outlets, appliances, heating and air conditioning. The building design provides for individual unit electrical meters ("**Unit Electrical Meters**") but, owing to a supply chain delay for electrical meter sockets, the Unit Electric Meters cannot be installed until after the building is available for occupancy. Landlord has obtained approval from Rocky Mountain Power ("**RMP**") to utilize master electrical meters for the apartment units at the Property through end of September 2024 or until the Landlord receives delivery of Unit Electrical Meter sockets, whichever comes first (the "**Master Meter Phase**" or "**MMP**").

Therefore, Resident and Landlord agrees as follows:

1. **Resident's Obligation for Master Meter Electrical Charges.** During the MMP the Resident will be responsible for reimbursing the Landlord for Resident's share of the electrical power distributed via a master meter in accordance with Schedule A (the "**MM Electrical Charges**").
2. **No Administrative Charges.** The Landlord will not impose any administration or other fees or charges to cover the cost of billing the Resident for MM Electrical Charges.
3. **Power Disruption Period.** The Landlord will provide written notice to Resident of the Unit Electrical Meter socket installation schedule at least one week in advance thereof. The Unit Electrical Meter installation will require a power disruption of no more than 12 hours on a weekday (the "**Power Disruption Period**" or "**PDP**"). During the PDP the Resident's unit, including all appliances, lights, convenience outlets, bath fans, personal terminal air conditioning units ("**PTAC Units**"), and air handlers will be without electrical power.
4. **Resident's Obligation for Future RMP Account.** Prior to installation of its Unit Electrical Meter the Resident will be required to open an account with RMP for Resident's unit electrical service and, upon installation of its Unit Electrical Meter, will assume responsibility for paying all costs associated with Resident's RMP account. Resident's obligation for MM Electrical Charges will cease concurrent with the delivery of electrical power via Resident's Unit Electrical Meter.
5. **Resident Questions and Complaints:** For additional information or complaints, Resident may contact Cornerstone Property Management Company representative _____ at _____ (Phone) or _____ (Email).
6. **Indemnification.** Landlord will not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the premises, or in common areas, including damages or injury claims resulting from the loss of electrical service during Power Disruption Period, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Resident agrees to hold Owner and RMP harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees, or of RMP.

Lease Addendum-Notice of Master Meters and Future Power Disruption Period

Resident

X _____

Landlord

X _____

Attachment C

ENERGY CONSERVING FEATURES
825 S 200 W, Salt Lake City, UT 84101
March 5, 2024

825 S 200 W is a newly constructed 72-unit apartment building that has the following energy conserving features.

1. This is a transit-oriented project located 100 feet from the 900 S TRAX stop. The use of mass transit reduces energy consumption and air pollution.
2. This is a 5-level building with a compact mass. It has a low surface to volume ratio, wherein most of the perimeter of individual units adjoins conditioned walls. Only a fraction of each unit's perimeter is subject to heat gain or loss.
3. The building is served by an elevator. Elevators are one of the most efficient means of transportation since they rely on counterweights to lift and lower most of the weight of the car and passengers.
4. The building is served by an automatic fire sprinkler system and a fire alarm system. These systems greatly enhance the life safety of the inhabitants and protect the significant amounts of energy embedded in the improvements.
5. The building is insulated in excess of building code requirements and features low emissivity window surfaces to reduce heat gain and loss.
6. 51 of the 72 units have Packaged Terminal Air Conditioners, which use heat pump technology and are the most energy efficient HVAC units because they are located within the space they condition and eliminate transmission losses.
7. 21 of the 72 units are served by air handlers powered by roof top compressors that use heat pump and Variable Refrigerant Flow technology to transfer heat from units that are being cooled to units that are being heated.
8. The hot water distribution system utilizes recirculation pumps to assure hot water is always available a few feet away from faucets, thereby reducing the waste of tepid water to obtain hot water.
9. All the lighting fixtures incorporate LED technology to provide the maximum amount of light for the lowest amount of energy.
10. There are multiple light switches to allow users to activate lights only in the portion of the space they are using.
11. There are occupancy sensors in the unit bathrooms to turn on and off bathroom lighting.
12. Many of the common area fixtures include motion sensors and operate only when a person is present.
13. Exterior common area lighting fixtures include daylight sensors and only operate when it is dark.

CERTIFICATE OF SERVICE

Docket No. 24-035-05

I hereby certify that on March 12, 2024, 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

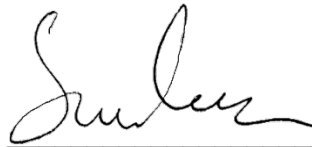
dpudatarequest@utah.gov

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



Santiago Gutierrez
Coordinator, Regulatory Operations