

Katherine Smith (18823)  
Rocky Mountain Power  
1407 W. North Temple, Suite 320  
Salt Lake City, Utah 84116  
Telephone: (435) 776-6980  
Fax: (801) 220-4615  
E-mail: [katherine.smith@pacificorp.com](mailto:katherine.smith@pacificorp.com)

*Attorney for Rocky Mountain Power*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of the Application of Rocky Mountain Power for an Exemption by Appeal under Administrative Code R746-210-4 and for Approval of a Temporary Master Metering Contract	)	Docket No. 24-035-05
	)	
	)	Motion for Leave to
	)	File Supplemental Comments
	)	

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Pursuant to Utah Administrative Code R746-1 and the Public Service Commission of Utah’s (“Commission”) Notice of Filing and Comment Period on January 25, 2024, PacifiCorp, dba Rocky Mountain Power (“PacifiCorp” or the “Company”), files this Motion for Leave to File Supplemental Reply Comments (“Motion”).

On March 12, 2024, the Company submitted Reply Comments in response to the Comments filed by the Division of Public Utilities (“DPU”) and the Office of Consumer Services (“OCS”), including a draft tenant notice provided as Attachment B. After filing Reply Comments, the OCS contacted the Company expressing concerns regarding the indemnification clause in the tenant notice, which the OCS also communicated to the Commission in Correspondence posted to this docket on March 18, 2024 (“Correspondence”). As anticipated in the Correspondence, the Company, OCS and the Developer have agreed on changes to the tenant notice, which are shown in Attachment B-1 included with this Motion.

The Company hereby requests leave to supplement its Reply Comments with Attachment B-1 which should replace Attachment B that the Company filed with Reply Comments.

**CONCLUSION**

For the reasons outlined above, the Company requests the Commission grant this Motion for Leave to File Supplemental Initial Comments.

DATED this 19<sup>th</sup> day of March 2024.

Respectfully submitted,

ROCKY MOUNTAIN POWER



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Katherine Smith (18823)  
1407 West North Temple, Suite 320  
Salt Lake City, Utah 84116  
[katherine.smith@pacificorp.com](mailto:katherine.smith@pacificorp.com)

*Attorney for Rocky Mountain Power*

ATTACHMENT B-1

REDLINE

# 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. **Release/Indemnification.** Landlord and RMP 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~~

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

~~damages caused by negligence or willful misconduct of Owner, his or her agents or employees, or of RMP.~~

**Resident**

X \_\_\_\_\_

**Landlord**

X \_\_\_\_\_

ATTACHMENT B-1

CLEAN

# 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").

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**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.
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5. **Resident Questions and Complaints:** For additional information or complaints, Resident may contact Cornerstone Property Management Company representative \_\_\_\_\_ at \_\_\_\_\_ (Phone) or \_\_\_\_\_ (Email).
6. **Release.** Landlord and RMP will not be liable for any damage or injury to Resident 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.

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

**Resident**

X \_\_\_\_\_

**Landlord**

X \_\_\_\_\_



**CERTIFICATE OF SERVICE**

Docket No. 24-035-05

I hereby certify that on March 19, 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](mailto:mbeck@utah.gov)  
[ocs@utah.gov](mailto:ocs@utah.gov)

**Division of Public Utilities**

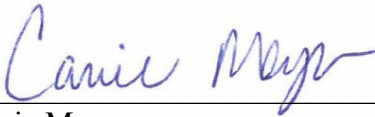
[dpudatarequest@utah.gov](mailto:dpudatarequest@utah.gov)

**Assistant Attorney General**

Patricia Schmid                      [pschmid@agutah.gov](mailto:pschmid@agutah.gov)  
Robert Moore                      [rmoore@agutah.gov](mailto:rmoore@agutah.gov)  
Patrick Grecu                      [pgrecu@agutah.gov](mailto:pgrecu@agutah.gov)

**Rocky Mountain Power**

Data Request Response                      [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
Center  
Jana Saba                      [jana.saba@pacificorp.com](mailto:jana.saba@pacificorp.com)  
[utahdockets@pacificorp.com](mailto:utahdockets@pacificorp.com)  
  
Katherine Smith                      [Katherine.smith@pacificorp.com](mailto:Katherine.smith@pacificorp.com)

  
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Carrie Meyer  
Adviser, Regulatory Operations