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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Proposed Rulemaking Concerning Utah Code §§ 54-26-101 to -901, Large-Scale Electric Service Requirements	Docket No. 25-R318-01
Division of Public Utilities' Request for an Investigatory Docket Regarding Rocky Mountain Power's Line Extension Policy for Large Loads	Docket No. 24-035-43

**INITIAL COMMENTS OF ENYO RENEWABLE ENERGY, LLC FOR
LARGE LOAD FLEXIBLE TARIFF**

I. Introduction

Enyo Renewable Energy, LLC (“Enyo”), through its undersigned counsel, respectfully submits these Initial Comments for the Commission’s Investigation into a Large Load Flexible Tariff (“LLFT”). Enyo understands this initial set of comments is intended to address the appropriate scope and principles applicable to the Commission’s LLFT investigation.

Enyo is a Utah-based company that develops utility-scale energy projects, including solar, storage and natural gas resources, that are co-located with industrial load sites, enabling Enyo to provide onsite generation capacity to load. Enyo currently has multiple large load requests pending with Rocky Mountain Power (“RMP” or “Company”) and therefore has both a direct interest in the outcome of the LLFT investigation as well as a direct interest in supporting large load

development in Utah in a manner that is cost-effective and efficient. Based on this experience, Enyo also has first-hand knowledge about interconnection and cost-allocation barriers that S.B. 132¹ was designed to address. Enyo appreciates the opportunity to offer these comments to assist the Commission’s investigation of LLFTs consistent with S.B. 132’s directive and policy intentions.

Fundamentally, S.B. 132, codified in Utah Code Title 54, Chapter 26, was enacted to address the lack of timely and cost-effective interconnection options for large loads in RMP’s service territory in Utah by establishing new options for electric service, including LLFTs, while also mitigating the risk of cost shifts to cost-of-service customers from serving large loads. Enyo offers these comments to support the Commission in its efforts to enable load growth in Utah while minimizing transmission system costs and the risks associated with uncertain forecasts.

II. Statutory Requirements

Utah Code § 54-26-101(8) defines Large Load Flexible Tariff as a tariff:

- (a) pursuant to which a large load customer:
 - (i) will receive components of electric services from a large-scale service provider; or
 - (ii) will reduce demand at periods specified by a large-scale service provider; and
- (b) under which a large load customer receives components of available electric services from a qualified electric utility to the extent:
 - (i) the qualified electric utility’s resources are reasonably expected to be available and sufficient; and
 - (ii) as determined by:
 - (A) agreement with the qualified electric utility; or
 - (B) tariffs approved by the commission.

Utah Code § 54-26-701 requires the Commission to investigate an LLFT and adopt an LLFT if the Commission determines that the tariff is both just and reasonable and in the public interest. In considering whether the LLFT meets these requirements, the Commission is also required to

¹ S.B. 132 (2025), codified at Section 54-26-101, et. seq., Utah Code Annotated. Referred to as “S.B. 132” herein.

consider “(a) the conditions and times for the tariff; (b) the means of determining the rates, terms and conditions pursuant to which a qualified electric utility may provide electric services to a large load customer; and (c) the conditions under which a qualified electric utility may require a large load customer to reduce or eliminate electric usage under the large load flexible tariff.”²

III. Comments

Enyo finds that the scope of the Commission’s LLFT investigation is appropriately determined by consideration of the statutory requirements noted in the preceding section. In order to ensure that a future-filed LLFT is consistent with the public interest and is just and reasonable, this LLFT investigation should comprehensively consider the components of a tariff necessary to ensure these standards are met. Substantive elements of tariff terms and conditions should be based on principles supporting the objectives of S.B. 132. As such, in the following sections of these comments, Enyo sets forth its proposed LLFT Principles that should be met by an LLFT and the tariff components that should be included, at a minimum, in an LLFT.

A. LLFT Principles.

An LLFT approved by the Commission should adhere to principles developed to meet the policy intent of S.B. 132 – that is, a tariff construct that recognizes the flexibility and resulting benefits that certain large load customers can bring to RMP’s system while ensuring that remaining cost of service customers do not experience unwarranted cost shifts from large load customers taking service under an LLFT (“LLFT customers”). As such, Enyo recommends that the Commission ground its investigation in the following set of principles:

- 1. Studies and evaluations used to determine any potential upgrades and costs allocable to the large load customer should be based on the specific needs of the large load customer.*

² Utah Code § 54-26-701(2).

Studies and evaluations for LLFT customers should not assume 100 percent firm service. An LLFT should enable a large load customer to contract for service based on system availability, rather than requiring the large load customer to contract for network upgrades sized to peak hours. LLFT customers willing to contractually agree to limit their consumption during specified intervals or rely on paired generation (co-located or behind-the-meter (“BTM”)) when system conditions require it should therefore be subject to study processes that appropriately evaluate scenarios where service is provided in whole or in part by contracted generation, capturing the full range of options from firm service to partial coverage with voluntary curtailment. Relatedly, studies and evaluations should consider generation and load together when they are physically adjacent and will be contractually paired.

Costs for studies and evaluations should also be based on actual costs incurred by a qualified utility and deposits for studies and evaluations should be refundable to the extent that RMP has not incurred actual costs equal to deposit amounts.

2. The LLFT should eliminate or mitigate barriers to flexibility.

It is critical to provide clarity on configuration and showings required to enable study processes that take into account the benefits of flexibility (including BTM flexibility). Failure to do so creates an unnecessary barrier to flexibility. It is Enyo’s understanding that RMP has indicated that it has seen a proliferation of load and generation requests and has no ability to determine how concrete or speculative various load requests are. However, a significant amount of large load flexibility is in effect dependent on onsite or proximate generation resources. As such, an LLFT must provide clarity on how large flexible loads and attendant resources may qualify to provide flexibility benefits *and be studied as such*, which necessarily requires studying load and generation concurrently.

Additionally, tariff provisions such as potential minimum demand charges should be

designed in consideration of the flexibility that LLFT customers can contractually provide and should provide appropriate incentives for flexibility benefits, such as speed of connection or cost benefits to the flexible load.

Finally, an LLFT should require only commercially reasonable security and credit demonstration requirements based on the specific circumstances of the service requested, which ensures that development is not unnecessarily chilled or hindered by outsized or commercially unreasonable requirements based on the specifics of the project instead of average costs.

3. *Large load customers should pay for their fair share of costs for buildouts necessary to serve load, but allocations of shared costs should be consistent with the principles of cost causation thereby resulting in just and reasonable rates.*

Enyo supports large load customers paying for the costs they cause to RMP's system in order to avoid cost shifting to other cost-of-service customers associated with serving large loads. However, shared pools of costs, such as generation and transmission, used to serve large load customers and other cost-of-service customers should be allocated consistently with the principles of cost causation. LLFT rates should not be designed to over-allocate costs to LLFT customers, particularly to the detriment of flexibility benefits that flow to all customers.

4. *The LLFT should provide opportunities for large load customers to design and operate their project in such a way as to minimize transmission system cost impacts.*

LLFT provisions should strike an appropriate balance between prescriptiveness and flexibility for LLFT customers. LLFT provisions should not preclude a customer from making design and operational choices for their project that prioritizes minimizing transmission system upgrades, and thereby, the cost and speed at which it can be served by a qualified electric utility.

5. *Rights and obligations of the qualified electric utility and large load customers should be clearly defined by tariff.*

It is imperative that the rights and obligations of a qualified electric utility and large load

customer be clearly defined in an LLFT. For example, study and evaluation timelines and processes should be defined by tariff and a qualified electric utility should have a stated obligation to complete necessary upgrades within a commercially reasonable timeframe and allow relief for large load customers if upgrades are not completed within a commercially reasonable timeframe. Customer security requirements should be commensurate with these obligations.

Additional tariff provisions facilitating transparency should also be included. For example, RMP should be required to post all large load customer integration requests on its OASIS portal within five business days of receipt and should be required to provide all supporting technical documentation, including modeling results for the net impact of load and generation, developed as part of its evaluation process.

6. *Flexible load should be considered in utility planning processes and benefits provided by flexible loads should be appropriately reflected in applicable rates, terms and conditions.*

Loads that agree to be flexible are foregoing the benefits of firm access to the transmission network. Accordingly, these loads should not be assigned costs that their level of access does not incur. In many cases, however, large loads may seek to leverage flexibility as a transitional measure, especially during the ramp period of a large load's operations. These ramp periods may last three to four years and offer significant planning and operational benefits to a qualified electric utility and its retail customers. An LLFT should contemplate both permanent and transitional flexibility services (with appropriate anti-toggling mechanisms) and allow large loads to commence service as flexible with a plan to later transition to firm service.

B. Tariff Issues to Effectuate LLFT Principles.

In order to effectuate the above listed LLFT principles into tariff provisions, the following issues should be explicitly addressed by an LLFT:

1. Eligibility Requirements

- a. LLFT would be applicable to loads with cumulative demand of 100 megawatts; however, tariff provisions should also include how that load will be measured (i.e. total load or load net of BTM or co-located resources).
- b. Tariff provisions should include any minimum flexibility or self-supply requirements.

2. Interconnection Process

- a. Prioritized interconnection process for flexible loads.
 - i. Interconnection process should be streamlined for flexible loads, consistent with emerging federal policy and practices in other jurisdictions. This must include studying the load as curtailable during periods of system constraint. Moreover, there is no need for a deliverability study for flexible co-located loads.³
- b. Study Requirements
 - i. Studies should evaluate the net impact of load and generation (including co-located and BTM resources) at the same transmission point of delivery and operated as a paired system based on contractual operating limits.
- c. Customer deposits
 - i. Deposits for studies, materials, etc. should be based on commercially reasonable cost estimates associated with the LLFT customer and refundable to the extent that costs have not been incurred or the

³ <https://www.brattle.com/wp-content/uploads/2025/11/2025.11.21-RM26-4-Affidavit-of-Levitt-et-al-for-Eolian-L.P.pdf>

qualified electric utility has or can mitigate costs.

d. Qualified Electric Utility Obligations for Timely Completion of Network Upgrades

- i. An LLFT should include an affirmative obligation of the qualified electric utility to use commercially reasonable efforts to complete network upgrades.

3. *Resource Adequacy/Curtailment Provisions*

- a. Non-firm load should not have Resource Adequacy requirements at the retail level.
- b. Notice of expectations for curtailment should be included in the LLFT, but specific curtailment requirements should be left to service agreements.

4. *Security Requirements*

- a. LLFT customer security should be reasonably tailored to the specific project and load, not a generic \$/MW requirement.

5. *Rates*

- a. An LLFT should include stated rates based on the qualified electric utility's cost of service for providing service to the LLFT customer, as determined by a Cost-of-Service Study.
- b. Minimum demand charges may be appropriate, but need to be investigated and should not be set such that incentives to providing flexibility are compromised.
- c. Minimum Energy charges should not be adopted. Energy charges should be as metered.
- d. Inclusion of charges applicable to other cost-of-service customers, consistent

with existing statute, rule, or Commission policy, should also be considered and evaluated on a case-by-case basis.

6. Early Termination Fees/Exit Fees

- a. All fees, including any Early Termination Fees and/or Exit Fees, must be tailored to the actual risks of cross-subsidization of LLFT customers by other cost of service customers. A qualified electric utility must demonstrate the specific mechanism by which a proposed requirement (fee, minimum take-or-pay, etc.) prevents this cross-subsidization or risk-sharing and the qualified electric utility should not be permitted to simply gesture at this concept to justify terms that unduly burden large load customers with costs that were not incurred by these customers. These provisions should also not serve to provide a windfall or otherwise disincentivize the utility from mitigating costs through re-allocation of capacity.

Inclusion of these items in a tariff will ensure transparency, non-discriminatory treatment among LLFT customers, support the principle of cost causation, and ensure that remaining cost of service customers are not unduly burdened by an LLFT.

C. The Commission Should Review and Consider How Other Jurisdictions Have or Are in the Midst of Evaluating Flexible Large Loads in Order to Better Understand the Art of the Possible in Designing an LLFT in Utah.

Utah is not the first jurisdiction to evaluate flexible large loads and to consider appropriate regulatory treatment, including tariff provisions, to facilitate flexible large load interconnection in recognition of the unique benefits that flexible large loads can bring to the system. As such, reviewing the analysis and conclusions from other jurisdictions will likely prove helpful to the Commission as it investigates an LLFT in Utah. To that end, Enyo offers a few brief summaries

of flexible load treatment in other jurisdictions:

- Southwest Power Pool (“SPP”), with the support of its stakeholders, has developed and filed the “Conditional High Impact Large Load” (“CHILL”) construct.⁴ This construct allows large loads to connect to the transmission network prior to the completion of network upgrades, subject to an agreement from such loads to curtail given the occurrence of specified transmission constraints.
- FERC ordered PJM to develop new transmission services to enable flexible access to the transmission network in that market.⁵ This includes both “interim Network Integration Transmission Service (NITS),” which enables non-firm access to the transmission network while network upgrades are underway, and “non-firm contract demand,” which allows large loads to rely on co-located generators or the transmission network on an as-available basis. Commissioner Rosner’s Concurrence in this case sets forth a succinct and reasonable policy rationale for FERC’s decision.⁶ Enyo recommends that the Commission review FERC’s order in this PJM co-location docket, which lays out the justification for why requiring only firm service is unjust and unreasonable and defines just and reasonable schema under which loads may access non-firm service. Per Enyo’s comments in the S.B. 132 rulemaking, Utah retail rates must enable compliance with FERC precedent at the transmission level.
- The Wyoming Public Service Commission has recently approved two new tariff schedules for Cheyenne Light, Fuel and Power Company d/b/a Black Hills Energy

⁴ SPP Revisions to Open Access Transmission Tariff, accessed at https://spp.org/documents/75954/20260210_revisions%20to%20add%20the%20conditional%20high%20i mpact%20large%20load%20service_er26-1323-000.pdf

⁵ *PJM Interconnection, L.L.C.*, 193 FERC ¶ 61,217 (2025) (Order on Show Cause Proceeding), accessed at <https://www.ferc.gov/media/e-1-el25-49-000-0>.

⁶ *Rosner*, concurring, in 193 FERC ¶ 61,217 at P 2 (2025).

contemplating service to flexible loads subject to specific terms and conditions:

- Blockchain Interruptible Service Rate Schedule (“BCIS”).⁷ The BCIS rate schedule, approved in 2019, is applicable to new customer interruptible load of at least 10 MW and is subject to interruptions at Black Hills Energy’s discretion. The BCIS tariff provides operational flexibility through interruptible service for new loads, allows for the avoidance of major new generation investments, improves utilization of the transmission system and enables Black Hills Energy to serve BCIS loads using energy procured from wholesale energy markets, all of which protect existing customers.
- Large Power Contract Service (“LPCS”).⁸ The LPCS rate schedule is applicable to certain industrial customers taking either bundled or transmission service from Black Hills Energy that are willing to contractually agree to provide reliable back-up service, either co-located or delivered via firm transmission rights. The LCPS tariff allows the customer to incorporate customer-owned or BTM generation dispatched by Black Hills Energy when necessary to maintain reliability while providing LCPS customers access to either negotiated or market-based rates while protecting existing customers from unreasonable cost increases.

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⁷ <https://ir.blackhillscorp.com/static-files/5c33d769-2d19-43f8-8898-a37af25481ef>
⁸ <https://ir.blackhillscorp.com/static-files/78c946a9-fe41-4c86-9f80-7a4c1bc689f9>

IV. Conclusion

Enyo appreciates the opportunity to provide these initial comments in aid of the Commission's investigation into an LLFT and looks forward to reviewing the comments offered by other parties.

DATED this 5th day of March 2026.

Respectfully submitted,

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