ROCKY MOUNTAIN POWER
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March 19, 2026

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. 25-R318-01 –** Proposed Rulemaking Concerning Utah Code §§ 54-26-101 to -901, Large-Scale Electric Service Requirements
Docket No. 24-035-43 – Division of Public Utilities Request for an Investigatory Docket Regarding Rocky Mountain Power's Line Extension Policy for Large Loads
Rocky Mountain Power Reply Comments re: Suggested Scope and Principles of Potential Large Load Flexible Tariff

Pursuant to the Scheduling Order, Notice of Virtual Technical Conference, and Notice of Virtual Scheduling Conference, issued on February 12, 2026, by the Public Service Commission of Utah ("Commission"), Rocky Mountain Power ("Company") hereby submits for filing its reply comments regarding the suggested scope and the principles of potential large load flexible tariff.

Informal inquiries may be directed to Max Backlund at max.backlund@pacificorp.com.

Background

On March 5, 2026, the Division of Public Utilities ("Division"), Western Resource Advocates ("WRA") and Enyo Renewable Energy, LLC ("Enyo") filed initial comments.

The Division's comments provided an overview of general considerations for large load flexible tariffs ("LLFTs") and types of flexible loads and tariffs.[1] The comments also provide a list of issues for consideration that includes rate-based or event-based programs, measurement and verification, the timeline for approvals, incentives, and ancillary services.[2]

WRA's initial comments express concerns about the threat that large loads pose to "resource adequacy, energy affordability, clean energy deployment and other environmental resources."[3] The WRA comments assert that "[a]t a minimum, a flexible load tariff should thoroughly address ratepayer protections and system reliability protections to facilitate access to utility services."[4]

[1] Division of Public Utilities, Initial Comments, at 3-6.
[2] *Id*. at 8-9.
[3] Western Resource Advocates, Initial Comments, at 1.
[4] *Id*. at 1-2.

Enyo's initial comments support the development of a LLFT consistent with Utah Senate Bill 132 ("S.B. 132") that enables timely and cost-effective service to large loads while avoiding cost shifts to other customers.[5] Enyo argues that LLFTs, as directed by S.B. 132, can enable timely load growth while avoiding cost shifts to existing ratepayers by allowing large customers to fund or manage the infrastructure needed to serve them.[6] Drawing on its experience with co-located generation and pending large-load requests, Enyo emphasizes the need for flexible, efficient interconnection options that minimize transmission expansion risks and system planning uncertainty.[7]

Company Reply Comments

The Company generally agrees with the criteria and principles presented by parties in initial comments and aligns with the general grounding in the statutory directive that an LLFT must be just and reasonable and in the public interest. The Company submits that S.B. 132, codified in Utah Code Title 54, Chapter 26, Section 701, directs the Commission to examine the feasibility of a large load flexible tariff and adopt a large load flexible tariff if it is just and reasonable and in the public interest.

The Company believes that initial comments indicate that capturing a standard or pre-approved large load flexible tariff inclusive of all rates and terms and applicable to all flexible loads is not in the public interest or feasible at this time due to the wide variation of facts and circumstances between each individual customer application. Instead, the Company continues to propose that the terms of any flexible load provisions for requests over 100 MW are best addressed through the terms of a large load service contract that are approved by the Commission on the facts and circumstances applicable to each individual customer application.

1. Response to comments provided by the Division

The Company appreciates the Division's discussion of issues associated with flexible load service, the varying ability of customers to provide flexibility, and the unique considerations for large load flexible service.

The Division's discussion that each of the scenarios described would call for different tariff structures, confirms that there is no single form of "flexible load" service, but rather a wide spectrum of operational behaviors with materially different system impacts, risks, and administrative requirements. Attempting to accommodate these disparate use cases for large loads within a single tariff would require extensive carveouts, sub-classes, and bespoke provisions, undermining the purpose of a standardized tariff and increasing regulatory and operational complexity.

[5] Enyo Initial Comments, at 2.
[6] *Id*. at 3.
[7] *Id*. at 2.

The Company notes that existing tariffs for commercial and industrial customers (Schedules 6, 6A, 8, and 9) provide both seasonal and time of use pricing signals. The Company offers the Wattsmart Business Demand Response Program as well as the Wattsmart Battery program and the CoolKeeper programs to support efficient and cost-effective management of the utility system. These voluntary customer programs demonstrate that the Company can analyze benefits and provide incentives that are dispatched under standard service and dependent on system need, addressing some of the Division's suggestions for loads that are not considered large-scale.

The Division also suggests that flexible loads may warrant a prioritized or streamlined interconnection process. While interconnection reforms may be appropriate to consider in broader planning or transmission proceedings, embedding interconnection prioritization within a retail tariff raises jurisdictional, procedural, and cost causation concerns that cannot be resolved through retail tariff design alone. These considerations further illustrate that large load issues extend well beyond retail rate structure and cannot be effectively addressed through a single tariff mechanism.

Given these considerations, large load service contracts remain the most effective, and expedient, tool for addressing flexible large-load service at this time. They allow the Company and the Commission to address, on a case-by-case basis, the load characteristics, infrastructure requirements, planning impacts, and risk allocation associated with each request and are available now to large load customers without implementation of a separate tariff.

2. Response to Comments Provided by WRA

The Company agrees with WRA's stated objective that a large load flexible tariff "should include substantial ratepayer and grid protections."[8] Any framework should assign incremental costs and risks to the requesting customer and include enforceable safeguards to prevent cost shifts. The Company also agrees that interruptible service should have "customer-specific contract provisions"[9] and that rates for large loads should be cost-based and reflect the customer's specific operational and system impacts – such as upfront Contributions in Aid of Construction ("CIAC"), demand charges, and back-up generation.

These objectives—ratepayer protection, appropriate rate design, and clear eligibility and contractual standards—can be achieved through a Commission-approved large load service contracts in lieu of a generally applicable LLFT. Contracts allow customer-specific provisions while preserving Commission oversight.

3. Response to Comments Provided by Enyo

The Company appreciates the Initial Comments submitted by Enyo in this proceeding. The Company generally agrees with the principles Enyo identifies for a potential LLFT, including recognition of potential benefits of flexibility in service contracts, customer responsibility for fairly allocated incremental costs, and protection of existing customers from cost shifts.

[8] Western Resource Advocates, Initial Comments, at 1.
[9] *Id.* at 2.

At the same time, Enyo's comments underscore that the service arrangements it describes are project-specific and dependent on individualized operational, interconnection, and cost-allocation facts. Accordingly, Enyo's comments support the conclusion that large load service contracts subject to approval by the Commission remain the appropriate mechanism for serving large, flexible loads consistent with Utah law and sound ratemaking principles.

Enyo correctly characterizes its "other jurisdictions" discussion as tools to "better understand the art of the possible in designing an LLFT in Utah," not as a set of plug-and-play precedents for Utah retail regulation.[10]

Those examples arise primarily from Federal Energy Regulatory Commission ("FERC") jurisdictional transmission service frameworks of Regional Transmission Operators ("RTO"), specifically those at Southern Power Pool ("SPP") and PJM Interconnection ("PJM"), which contemplate conditional or interim access to the transmission network prior to the completion of network upgrades (SPP "CHILL") and new transmission services to enable flexible access to the transmission network (PJM). It is important to note that these examples do not pertain to the retail service of loads but instead deal exclusively with FERC jurisdictional transmission interconnection and transmission services. In the context of Rocky Mountain Power providing retail service to customers, these transmission arrangements would be as between PacifiCorp's merchant and transmission functions. Rocky Mountain Power has discussed these possibilities with the transmission function of the Company and understands it is possible to offer non-standard service, but that any interim service or non-firm provisions would require FERC approval on a per contract basis. As such, any similar application being applied to a retail contract would be best accomplished through a use-specific large load service contract approved by the Commission with appropriate conditions of service being subject to FERC approval of the necessary contractual provisions between PacifiCorp's merchant and transmission functions.

To the extent the Commission seeks the closest retail equivalent among Enyo's examples, the Wyoming PSC approved Black Hills tariffs, which are more directly comparable than RTO transmission products, because they are "[retail] tariff schedules…contemplating service to flexible loads subject to specific terms and conditions."[11] However, Utah must still independently determine what "specific terms and conditions" are appropriate for RMP's regulated retail setting and meet the statutory requirement to mitigate cost shift risk to other customers. The Company believes a large load service contract is the best means to address these issues on a per customer basis.

Enyo correctly emphasizes the need to avoid cost shifts to existing customers and to manage the risks associated with large load development. Yet Enyo's own discussion highlights substantial uncertainty regarding load timing, infrastructure requirements, and system impacts. These uncertainties are not well suited to a "one-size fits all" tariff construct, which must be predictable and administrable on a prospective basis.

[10] Enyo Initial Comments, at 9.
[11] Enyo Initial Comments, at 10.

Enyo acknowledges that "specific curtailment requirements should be left to service agreements."[12] Many of the outcomes Enyo seeks—flexibility, customer funded infrastructure, and timely service—can be addressed through negotiated arrangements with the Company. These arrangements are reviewed and approved by the Commission and are consistent with the statutory framework governing large load service in Utah.

Recommendation

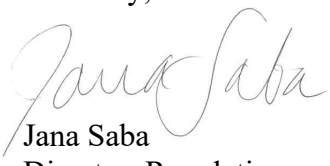
The Company is already required through Utah Administrative Rule R746-318 and Utah Code Ann. §§54-26-101 through 54-26-901 to negotiate special contracts with large-scale load customers. There are no restrictions that would preclude flexible load service in a large load service contract. The Company believes there are opportunities to include beneficial flexible load provisions for customers who are willing to accept non-standard electric service for all or a portion of their load.

Given issues discussed by parties in initial comments, the Company questions the feasibility of implementing a standardized LLFT at this time. Instead, the Company continues to propose that the terms of any flexible load provisions for requests over 100 MW are best addressed through the terms of a large load service contract that are approved by the Commission on the facts and circumstances applicable to each individual customer application.

Conclusion

The Company appreciates the Parties' comments which capture the divergent issues and scope that could be addressed in a LLFT. The Company questions whether a generally applicable large load flexible tariff is feasible at this time. Until the Commission has greater experience and the record is more developed, continued reliance on Commission approved large load service contracts presents a workable and beneficial path forward.

Sincerely,



Jana Saba
Director, Regulation and Regulatory Affairs

[12] *Id.* at 8.

CERTIFICATE OF SERVICE

Docket Nos. 25-R318-01 / 24-035-43

I hereby certify that on March 19, 2026, a true and correct copy of the foregoing was served by electronic mail to the following:

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