



## **Filing Receipt**

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**Item Number - 24**

**PUC DOCKET NO. 56921**

**APPLICATION OF SOUTHWESTERN  
PUBLIC SERVICE COMPANY TO  
AMEND ITS INTERRUPTIBLE  
CREDIT OPTION TARIFF, AND FOR  
APPROVAL OF A SOUTHWEST  
POWER POOL INTEGRATED  
MARKETPLACE DEMAND  
RESPONSE OPTION TARIFF AND AN  
OFF-PEAK ALTERNATE RIDER**

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**PUBLIC UTILITY COMMISSION  
OF TEXAS**

**TEXAS INDUSTRIAL ENERGY CONSUMERS THIRD REQUEST FOR  
INFORMATION TO SOUTHWESTERN PUBLIC SERVICE COMPANY**

Pursuant to 16 T.A.C. § 22.144, Texas Industrial Energy Consumers (“TIEC”) requests that Southwestern Public Service Company (“SPS”) provide all of the information requested in Exhibit “A” within the time frame specified under the procedural schedule set in this proceeding.

Pursuant to 16 T.A.C. § 22.144(c)(2), TIEC further requests that answers to the requests for information be made under oath. Each answer should identify the person responsible for preparing that answer (other than the purely clerical aspects of its preparation) and the name of the witness in this proceeding who will sponsor the answer and who can vouch for its accuracy. In producing documents pursuant to this request for information, please indicate the specific request(s) to which the document is being produced. These requests are continuing in nature, and should there be, for any reason, a change in circumstances which would modify or change an answer supplied by you, such changed answer should be submitted immediately as a supplement to your original answer pursuant to 16 T.A.C. § 22.144(i). Please answer each request and sub-request in the order in which they are listed and in sufficient detail to provide a complete and accurate answer to the request. TIEC further requests that each item of information be made available as it is completed, rather than upon compilation of all information requested.

All information responsive to the requests on the attached Exhibit “A” should be sent to the following persons via overnight courier, on a piecemeal basis as individual items become available:

Mr. Benjamin B. Hallmark  
Mr. James Z. Zhu  
303 Colorado St., Suite 2750  
Austin, TX 78701  
(737) 261-8600  
[bhallmark@omm.com](mailto:bhallmark@omm.com)  
[jzhu@omm.com](mailto:jzhu@omm.com)  
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## **DEFINITIONS AND INSTRUCTIONS**

A. “SPS,” “the Company” or “you” refers to Southwestern Public Service Company, and its parent (Xcel Energy), affiliates, subsidiaries, and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons. This definition is not intended to extend an RFI to encompass attorney work product.

B. “Applicant” refers to Southwestern Public Service Company, and their affiliates, subsidiaries, and any person acting or purporting to act on their behalf, as it relates to this proceeding and related appeals, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons. This definition is not intended to extend an RFI to encompass attorney work product.

C. “Xcel Energy” refers to Xcel Energy, Inc., and its affiliates, subsidiaries, and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons. This definition is not intended to extend an RFI to encompass attorney work product.

D. The terms “document” or “documents” are used in their broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description whether printed, produced, reproduced or stored by any process whether visually, magnetically, mechanically, electronically or by hand, whether final or draft, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, and whether or not in your actual or constructive possession, custody, or control. The terms include writings, correspondence, telegrams, memoranda, studies, reports, surveys, statistical compilations, notes, calendars, tapes, computer disks, data on computer drives, e-mail, cards, recordings, contracts, agreements, invoices, licenses, diaries, journals, accounts, pamphlets, books, ledgers, publications, microfilm, microfiche and any other data compilations from which information can be obtained and translated, by you if necessary, into reasonably usable form. The definition includes electronic information that has been deleted. “Document” or “documents” shall also include every copy of a document where the copy contains any commentary or notation of any kind that does not appear on the original or any other copy.

E. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, TIEC specifically requests that any electronic or magnetic information (which is included in the definition of “document”) that is responsive to a request herein be produced on CD-ROM in a format that is compatible with Adobe Acrobat, Microsoft, Macintosh and/or Word Perfect and be produced with

your response to these requests. If emails are responsive to these requests, please provide a searchable .pdf copy of the entire email string. Attachments to emails should be provided with the email in searchable .pdf form, unless it is stored in a different format, in which the attachment should be produced in its native format and provided on CD-Rom.

F. The terms “and” and “or” shall be construed both disjunctively and conjunctively as necessary to make the request inclusive rather than exclusive.

G. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.”

H. “Any” shall be construed to include “all” and “all” shall be construed to include “any.”

I. The term “concerning,” or one of its inflections, includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically or factually connected with the matter to which the term refers; or having a tendency to prove or disprove the matter to which the term refers.

J. The term “including,” or one of its inflections, means and refers to “including but not limited to.”

K. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.

L. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

M. If any document is withheld under any claims of privilege, please furnish a list identifying each document for which a privilege is claimed together with the following information: date, sender, recipients of copies, subject matter of the document, and the basis upon which such privilege is claimed. This instruction is not intended to impose an obligation greater than contemplated by the Commission’s rules and any applicable orders in this case.

N. Pursuant to 16 T.A.C. § 22.144(h)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.

O. If the information requested is included in previously furnished exhibits, workpapers, and responses to other discovery inquiries or otherwise, in hard copy or electronic format, please furnish specific references thereto, including Bates Stamp page citations and detailed cross-references.

P. The term “emails” includes the entire email string and all attachments found anywhere within the email string. Please refer to paragraph “D.” regarding specific instructions for producing such items.

Q. “Communications” refers to correspondence of any kind, including emails.

R. “Identify” and “describe” shall have the meaning set forth below according to the context in which the term is used:

- i. When used in reference to an individual, shall mean to state his or her full name, business affiliation, job title, and business address and telephone number;
- ii. When used in reference to a corporation, shall mean to state its full name, its state of incorporation, its address and its principal place of business;
- iii. When used in reference to any entity other than an individual or corporation, shall mean to state its official name, its organizational form and its address;
- iv. When used in reference to a document, shall mean to state the type of document, date, author, addressee, title, its present location, the name and address of its custodian, and the substance of the contents thereof. In lieu of identifying any document, copies thereof may be furnished; and
- v. When used in reference to a communication, shall mean to state the form of the communication (e.g., telephone conversation, letter, telegram, teletype, telecopy, written memorandum, face to face conversation, or any other form), the date of the communication or the dates on which the communication was sent and/or received if not the same, the parties to the communication, the party who initiated it, the substance of the communication, and the present location and the name and address of the custodian if the communication was non-verbal and/or of any written memorialization of the communication.

Respectfully submitted,

O'MELVENY & MYERS LLP

*/s/ James Z. Zhu*

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Benjamin B. Hallmark  
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James Z. Zhu  
State Bar No. 24102683  
303 Colorado St., Suite 2750  
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**ATTORNEYS FOR TEXAS INDUSTRIAL  
ENERGY CONSUMERS**

**CERTIFICATE OF SERVICE**

I, James Z. Zhu, Attorney for TIEC, hereby certify that a copy of the foregoing document was served on all parties of record in this proceeding on this 31<sup>st</sup> day of October, 2024 by electronic mail, facsimile, and/or First Class, U.S. Mail, Postage Prepaid.

*/s/ James Z. Zhu*

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James Z. Zhu

PUC DOCKET NO. 56921

APPLICATION OF SOUTHWESTERN §  
PUBLIC SERVICE COMPANY TO §  
AMEND ITS INTERRUPTIBLE §  
CREDIT OPTION TARIFF, AND FOR §  
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PUBLIC UTILITY COMMISSION  
OF TEXAS

TEXAS INDUSTRIAL ENERGY CONSUMERS THIRD REQUEST FOR INFORMATION TO SOUTHWESTERN PUBLIC SERVICE COMPANY

- TIEC 3-1** Referring to SPS’s Response to TIEC 1-1, is SPS willing to allow metering to segregate customer load behind the delivery point so that portions of a customer site can participate in the proposed tariffs?
- TIEC 3-2** Referring to SPS’s Response to TIEC 1-5, is there a scenario where “a customer may be requested to interrupt outside of the ICO tariff” and the customer has not already been interrupted up to its maximum hours? If yes, please explain the scenario and why the interruption would not count toward the maximum interruptible hours.
- TIEC 3-3** Referring to SPS’s Response to TIEC 1-12, please explain the process that would occur after the customer sends an email that ensures that the customer has confirmation of the advance election that would then be a standing order unless cancelled or modified by the customer.
- TIEC 3-4** Referring to SPS’s Response to TIEC 1-21, please confirm the following: Within each 90-day window, a customer can modify the markets it participates in and its bid pricing as often as desired. If anything other than an unqualified confirm, please explain the maximum frequency a customer can modify the markets it participates in and its bid pricing.
- TIEC 3-5** Referring to SPS’s Response to TIEC 1-28, is SPS willing to modify the currently proposed tariff to allow for seasonal sign-up options?

*The following requests pertain to the Off-Peak Alternate Rider, Tariff Sheets IV-18, IV-173, and IV-108:*

- TIEC 3-6** Please respond to the following assuming a theoretical 10,000 kilowatt (kW) customer is participating in the Off-Peak Alternate Rider at transmission level and fails to interrupt during on-peak hours in August 2025:

- a. Would the monthly demand penalty charge for the following month be calculated as follows:  $10,000 \text{ kW} \times \$14.55/\text{kW-month} = \$145,500$ ?
- b. Would the demand penalty charge continue for 12-months (through August 2026) and total \$1,746,000 ( $\$145,500 \times 12$  months)?
- c. If either of the above calculations in subparts (a) and (b) are inaccurate, please explain how the penalty will be assessed using the same 10,000 kW load.
- d. Would the customer be subject to a second, additional demand penalty charge if the customer failed to interrupt a second time during the same month?

**TIEC 3-7** Is it SPS's intention to not provide an early termination provision for this rider? If yes, please explain the reasoning for not allowing early termination. If no, please point to the provision that allows for early termination or provide the proposed early termination language.

**TIEC 3-8** Please respond to the following assuming a theoretical 10,000 kW customer that starts service on the rider on January 1, 2025 at transmission voltage and each year is required to curtail 4 times, in the same 4 months (February, June, August, and November), and each time the customer fails to curtail:

- a. What is the earliest month and year the customer can exit the program?
- b. What is the penalty cost each month that the customer will pay for failing to curtail until the customer can exit the program? In responding, please show the monthly penalty by month, including calculations, starting with January 1, 2025, and continuing each month until the customer can exit the program.