

1 customers' maximum hourly (60 minute) integrated demand during the previous
2 calendar year or (ii) the customer may elect to enroll a specific portion of the
3 customer's demand. If the customer does not have load history from the previous
4 calendar year, SPS can use load history from the current calendar year to determine
5 the customer's interruptible demand. The intention is for the customer's
6 interruptible demand to be available whenever activated by the Southwest Power
7 Pool.

8 **Q. When are customers able to join the SPP IM program?**

9 A. Customers may join the SPP IM program at any time during the year. However,
10 SPS expects it will take a minimum of 45 days to complete all registration
11 requirements with the Southwest Power Pool for the customer to participate in the
12 IM.

13 **Q. What contract period does SPS propose?**

14 A. Given the experimental nature of this program, SPS proposes a ninety (90) day
15 contract that continues until either SPS or the customer cancels by providing ninety
16 (90) days' prior written notice to the other party. In addition, if the Commission
17 issues an order cancelling the SPP IM Tariff, all contracts will terminate.

18 **B. Interruption Options**

19 **Q. What are the IM services SPS will provide under the SPP IM Tariff?**

20 A. SPS proposes to allow customers to participate in (i) the Southwest Power Pool
21 Energy market, (ii) the Southwest Power Pool Supplemental Reserve market, or
22 (iii) both the Energy market and the Supplemental Reserve market.

23 **Q. Please describe the proposed No Notice Option.**

1 A. Customers may choose whether to participate under either the No Notice Option or
2 the One Hour Notice Option. A customer electing the No Notice Option may be
3 interrupted by SPS without prior notice to the customer, although SPS will
4 endeavor to provide advance notice whenever possible. Customers electing to
5 participate in the IM Supplemental Reserve market must be on the No Notice
6 Option because Supplemental Reserves must be deployed within 10 minutes of
7 their activation by the Southwest Power Pool.

8 **Q. Please describe the One Hour Notice Option.**

9 A. SPS will provide One Hour Notice Option customers a minimum of one hour notice
10 for all interruptions under the SPP IM Tariff. A customer participating in the
11 Southwest Power Pool Energy market only may elect to have one hour notice of
12 interruptions.

13 **C. Customer Credits and Charges/Penalties**

14 **Q. What is SPS's proposal for crediting participating customers?**

15 A. The SPP IM Tariff is different from SPS's other proposed interruptible programs
16 in this proceeding in that customers are credited pursuant to IM market settlements.
17 This means that if a customer's bid to interrupt is not "cleared" in the Southwest
18 Power Pool economic dispatch, the customer is not paid because no interruption
19 was scheduled to occur. On the other hand, depending on the customer's demand
20 response bid, the customer's load could be "cleared" in the market several times a
21 week leading to significant compensation over time. As discussed by Mr. Lain,
22 SPS proposes to credit participating customers 70% of the net revenue received by
23 SPS. SPS will retain 30% of the net revenue to pay for administrative costs

1 associated with implementing the SPP IM Tariff. As part of SPS's role of bidding
2 loads into the SPP IM, SPS will determine the net revenue received for each
3 individual customer participating under the SPP IM Tariff and credit each customer
4 70% of their applicable net revenue.

5 **Q. Does the SPP IM Tariff include provisions for charges/penalties?**

6 A. Yes. If a customer does not interrupt load when required by the Southwest Power
7 Pool, there will be charges applied by the Southwest Power Pool because of the
8 failure to operate. The Southwest Power Pool charges/penalties are designed to
9 encourage IM participants to operate properly, which is an important factor for the
10 success of SPS's proposed SPP IM Tariff. These charges are established and
11 assessed by the Southwest Power Pool therefore it is appropriate for SPS to pass
12 these charges on to participating customers if a customer fails to operate.

13 **D. Length of Interruptions**

14 **Q. Are there time limits on the length of interruptions under the SPP IM
15 program?**

16 A. No. However, interruption limits can be incorporated in the demand response bids
17 submitted to the IM. So, SPS is proposing to allow customers to make some
18 interruption limitation elections in the customer agreement.

19 **E. SPP IM Customer Agreement**

20 **Q. Why does SPS seek Commission approval of the SPP IM customer agreement?**

21 A. As I previously discussed, contract negotiation can be a very time-consuming
22 process. Therefore, SPS has developed the customer agreement in Attachment

1 WLB-6 as a standard template and requests that the Commission approve the
2 customer agreement.

3 **Q. Could you please provide an overview of the SPP IM customer agreement.**

4 A. The customer agreement incorporates the requirements to receive service under the
5 SPP IM Tariff. In addition, the agreement: (i) specifies the initial effective date of
6 a customer's participation under the SPP IM tariff and the customer's certification
7 that its load is eligible to participate; (ii) specifies that the customer is responsible
8 for the costs associated with any additional/replacement metering SPS must install;
9 (iii) specifies communication requirements for interruptions requested by the
10 Southwest Power Pool as a result of participation in the SPP IM Tariff; (iv)
11 specifies how the customer should notify SPS regarding any operational issues
12 (unavailability of their interruptible load); and (v) includes an attachment allowing
13 the customer to specify the bid parameters for its load. All of these items are
14 intended to ensure the customer's participation under the SPP IM Tariff is
15 successful and beneficial to both the customer and SPS.

16 **Q. What bid parameters are specified by the customer in the SPP IM customer
17 agreement?**

18 A. First, the customer specifies the premise and meter for clarity. Second, the
19 customer specifies whether to participate in the Energy market. If the customer
20 chooses to participate in the Energy market, the customer specifies the interruptible
21 demand, the Energy Cost, Startup Cost, and Hourly Cost components of their
22 resource offer into the IM. Third, the customer specifies whether to participate in
23 the Supplemental Reserve market. If the customer chooses to participate in the

1 Supplemental Reserve market, the customer specifies the interruptible demand, the
2 Energy Cost, Startup Cost, Hourly Cost, and Supplemental Reserve Activation Cost
3 components of their resource offer into the IM. Finally, the customer specifies all
4 of the limitations on interruptions. Specifically, the customer can specify whether
5 to limit interruptions to either one interruption per day or two interruptions per day,
6 whether an interruption must be for a minimum of four hours, how much downtime
7 is required between interruptions, and how much notice the customer wants for
8 interruptions.

1 VII. DEMAND RESPONSE IN THE SOUTHWEST POWER POOL INTEGRATED

2

MARKETPLACE

3 Q. Could you please provide an overview of the Southwest Power Pool Integrated
4 Marketplace?

5 A. The IM is operated by the Southwest Power Pool, a FERC approved Regional
6 Transmission Organization intended to ensure reliable supplies of power, adequate
7 transmission infrastructure and competitive wholesale electricity prices on behalf
8 of its members. In the IM, the Southwest Power Pool's economic unit commitment
9 and dispatch decisions are made using offer price and operating parameters for all
10 resources within the Southwest Power Pool footprint, including SPS's resources.
11 The IM consists of: (1) a Day-Ahead Energy Market; (2) a Real-Time Balancing
12 Energy Market; (3) and an Ancillary Services Market for Operating Reserves
13 procurement.

14 The IM is designed to reduce overall production costs by analyzing offers
15 from all resources available in the market footprint and committing and dispatching
16 the most efficient combination of resources. In doing so, the Southwest Power Pool
17 considers the specific location of resources and the transmission network capable
18 of transporting the generation to load. The IM is a two-settlement market, where
19 the majority of the resource supply for load is provided based on scheduled
20 financial obligations established in a Day-Ahead Energy Market. The Day-Ahead
21 Energy Market establishes locational marginal prices ("LMP") for each hour of the
22 next operating day, at each electrical pricing node in the IM. The differences
23 between the established obligations from the Day-Ahead Energy Market and actual

1 demand and supply are settled in the Real-Time Energy Market, which balances
2 generation with load and establishes real-time LMPs every five minutes.

3 **Q. Could you please explain how the SPP IM Tariff would operate in the**
4 **Southwest Power Pool marketplace?**

5 A. Demand Response resources will be registered in the IM as Block Demand
6 Response (“BDR”) resources. A BDR resource is a type of resource created to
7 model demand reduction that can be committed and dispatched in hourly blocks.
8 BDR resources are eligible to participate in both the Energy and Ancillary Services
9 markets in the IM. SPS is proposing to limit participation in the Ancillary Services
10 markets to the Supplemental Reserve market during the pilot. Energy and
11 Supplemental Reserve from BDR resources will be offered into the Day-Ahead and
12 Real-Time markets.

13 **Q. Could you please describe the Southwest Power Pool execution process?**

14 A. BDR resources are eligible to be committed by Southwest Power Pool in the Day-
15 Ahead and Real-Time Balancing Market based on offered costs and dispatch
16 parameters. BDRs can be committed for either Energy or Supplemental Reserves
17 in the Day Ahead or Real-Time Balancing market. BDR’s committed in the Day-
18 Ahead market will receive a Day-Ahead Award indicating the amount of load
19 reduction cleared in the Day-Ahead market by hour, as well as any cleared
20 supplemental reserves by hour, if applicable. BDRs not committed in the Day-
21 Ahead market are eligible to be committed in the Real-Time Balancing Market in
22 hourly blocks through the Reliability Unit Commitment (“RUC”). In addition,

1 BDRs offered for Supplemental Reserve can be cleared and deployed in the Real-
2 Time Balancing Market.

3 **Q. What is the process to register a BDR?**

4 A. The process to register a BDR is referenced in Attachment AE Section 2.0 of the
5 Southwest Power Pool OATT. When SPS registers a BDR, it must provide the
6 physical location, legal owner, settlement location, and provide a certification that
7 the retail customer is not precluded from participation in the IM by law or
8 regulation to the Southwest Power Pool.

9 **Q. Please explain the offer process.**

10 A. The offers for the BDRs will be formulated based on the customer elections in the
11 SPP IM customer agreement. Costs that can be included in offers are: startup costs,
12 hourly costs, and an energy offer curve. Startup costs are any costs incurred per
13 load reduction event. Hourly costs are any hourly costs associated with reducing
14 load that do not vary with output. The energy curve is up to ten price and MW pairs
15 that represent the cost to reduce load for the given MW load reduction. BDRs
16 participating in the Supplemental Reserve market must also include the incremental
17 costs to reduce load by the offered amount within 10 minutes. The operating limits
18 represent the MW amount of demand reduction. Time based parameters include
19 notification times, minimum run times, and minimum downtimes.

20 Offer parameters for BDRs must be submitted for the Day Ahead and Real-
21 Time Balancing Market. A mitigated offer is also required in accordance with the
22 mitigated offer development guidelines in Appendix G of the SPP Integrated
23 Marketplace Market Protocols. The mitigated offers reflect the cost of providing

1 the offered product or service and are used by the Southwest Power Pool to screen
2 market offers that adversely impact the market; and mitigated offers are used as
3 replacement offers in the case that market offers are mitigated. Day-Ahead and
4 mitigated offers are to be submitted for the next day by 09:30 CPT. Real-Time
5 offers can be updated up to 30 minutes prior to the next operating hour.

6 **Q. Could you please provide a description of the Southwest Power Pool resource
7 and communication process?**

8 A. Following the close of the Day-Ahead market, SPS will receive a notification from
9 Southwest Power Pool for each BDR indicating the start and stop time of load
10 reduction for the next day. SPS will also receive the volume of cleared load
11 reduction with the associated Day-Ahead LMP along with any cleared
12 Supplemental Reserve and the Day-Ahead market-clearing price. BDRs can also
13 be committed in Real-Time through the Southwest Power Pool RUC process. For
14 resources committed through the RUC, SPS will receive a notification with the start
15 and stop time as well as the load reduction amount.

16 **Q. Provide an explanation of the settlement process.**

17 A. Southwest Power Pool calculates Energy and Supplemental Reserve settlement
18 quantities at each settlement location. The payments (and charges) associated with
19 the provision of Energy and Supplemental Reserve are settled each calendar day
20 for BDRs the same as all other resources and loads participating in the IM.
21 Southwest Power Pool issues an initial settlement seven days after the applicable
22 operating day (calendar day). The initial settlement is called the S7 settlement
23 statement. The S7 settlement typically uses best estimates for all of the loads and

1 resources, including BDRs. On the 53rd day after the operating day, the Southwest
2 Power Pool issues the S53 settlement statement. This settlement statement
3 typically uses all of the revenue quality meter data that has been submitted to the
4 Southwest Power Pool. The Southwest Power Pool issues a final settlement
5 statement on the 120th day after the operating day (S120). The Southwest Power
6 Pool may correct settlement statements up to one year after the operating day. To
7 ensure participating customers under the SPP IM tariff receive all revenue and
8 charges associated with their participation, SPS proposes to use the S7, S53, and
9 S120 settlement statements. In addition, SPS will pass along any final corrections
10 issued by the Southwest Power Pool after the S120 settlement statements.

11 **Q. What is the billing/invoicing process?**

12 A. For all IM operating days that have an S7 settlement statement completed by the
13 end of the billing period, SPS will include these estimated settlements on the
14 customer's billing. Future billings/invoices will include the applicable S53, S120,
15 and any subsequent corrections once they are issued by the Southwest Power Pool.

16 **Q. Will SPS track settlement activity specific to the SPP IM Tariff?**

17 A. Yes. In addition, if the Commission accepts SPS's proposal for assigning the
18 credits and charges/penalties from the Southwest Power Pool for customers
19 participating under the SPP IM Tariff, SPS will be able to isolate this settlement
20 activity so that system average fuel and purchased power costs for non-
21 participating customers are not affected.

22 **Q. Does this conclude your pre-filed direct testimony?**

23 A. Yes

AFFIDAVIT

STATE OF TEXAS)
)
COUNTY OF POTTER)

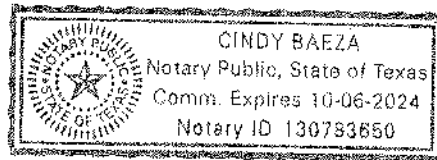
WESLEY L. BERGER, first being sworn on his oath, states:

I am the witness identified in the preceding testimony. I am over 18 years of age, of sound mind, and am capable of making this affidavit. I have read the testimony and the accompanying attachments and am familiar with their contents. Based upon my personal knowledge, the facts stated in the testimony are true and correct. In addition, in my judgment and based upon my professional experience, the opinions and conclusions stated in the testimony are true, valid, and accurate.

Wesley L. Berger
WESLEY L. BERGER

Subscribed and sworn to before me this 22nd day of August 2024 by WESLEY L. BERGER

Cindy Baeza
Notary Public, State of Texas
My Commission Expires: 10-06-2024



CERTIFICATE OF SERVICE

I certify that on the date this document was filed with the Public Utility Commission of Texas a true and correct copy of it was served on the Staff of the Public Utility Commission of Texas and on all other parties to Docket No. 54634, Southwestern Public Service Company's prior base rate proceeding, by electronic mail.

/s/ *Scottie Agnew*

**ELECTRIC TARIFF****INTERRUPTIBLE CREDIT OPTION**

AVAILABILITY: Available as an optional, interruptible service for Customers who receive electric service under Company's Large General Service Transmission, Primary General Service, and Secondary General Service rate schedules; ~~when the total Contract Interruptible Load (CIL) for all existing Customers taking service under this tariff is less than 85 MW, and the addition of the new Customer's CIL does not cause the total CIL of all existing Customers to exceed 85 MW in 2023, 200 MW in 2024, and 200 MW in 2025.~~ Not available to Customers who receive electric service under Company's standby service rate schedules. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or contract with a third-party aggregator program in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Availability for participation is up to the discretion of the Company based on total Contract Interruptible Load (CIL) of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations.

APPLICABILITY:

Optional service under this tariff is applicable to a Customer under the following conditions:

- (1) Customer's CIL to be used in calculating the Monthly Credit is 300 kilowatts (kW) or greater; and
- (2) Customer achieved an Interruptible Demand of at least 300 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 300 kW during each of the four summer peak season months of June, July, August, and September in the coming season; and
- (3) Customer and Company have executed an Interruptible Credit Option Agreement (Agreement) that specifies the Contract Firm Demand, Number of Interruptible Hours, the Service Options elected by Customer, as described under CUSTOMER SPECIFIED TERMS AND CONDITIONS in this tariff, and Customer specific data necessary for Company to calculate Customer's Monthly Credit Rate (MCR).

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

TARIFF TERMINATION AND CHANGE:

This tariff and the Agreement shall be deemed to be modified to conform to any changes or revisions approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change, including cancellation or termination of this option. Changes in the Customer's MCR will take effect in the billing month following the effective date of a change in this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

TERM OF AGREEMENT, SERVICE PERIODS, AND TERMINATION OF AGREEMENT BY CUSTOMER:

Service Periods under this tariff normally will begin on January 1 and continue for one calendar year. Customer may enter into an Agreement at any time during the calendar year; however, if Customer enters into the Agreement after March 1 of any year, the first Service Period under this tariff will begin at the start of the following calendar year. If Customer enters into the Agreement prior to March 1 of any year, the first Service Period will begin on the first day of the following month and will consist of the remainder of that calendar year.

At any time during the first Service Period under this rate schedule, Customer may opt to cancel the Agreement by returning all Monthly Credits paid by Company up until the date of cancellation. No additional payment will be assessed. Economic buy-through payments made by Customer and Economic buy-through penalty charges shall not be refunded by Company. Capacity Interruption penalties shall be refunded.

If reliability constraints are identified by adding a Customer to the system or by terminating their agreement to participate, the Customer may be required to participate and will not be eligible to opt out or terminate. Any such limitation would be specified in the contract for service.

Any Customer who otherwise terminates the Agreement prior to the end of its term shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired contract term. In addition, Customer shall reimburse the Company for

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT:

A Customer taking service under this tariff is required to reduce its load to the level of the Contract Firm Demand specified in the Agreement when Company schedules an interruption pursuant to the terms and conditions specified herein, or the appropriate penalties will be enforced. Company shall have the right to interrupt Customer's available interruptible load for the total Number of Interruptible Hours (Ha) specified in the Agreement.

CUSTOMER SPECIFIED TERMS, CONDITIONS, AND SERVICE OPTIONS :

Contract Firm Demand - that portion of Customer's total load that is not subject to interruptions by Company, as specified in the Agreement. The Contract Firm Demand of an existing Customer taking service under this tariff may not be changed unless approved by Company.

Number of Interruptible Hours (Ha) – the number of hours in the Year that each Customer elects as interruptible as set forth in the Agreement. The options are: 40 hours, 80 hours, or 160 hours annually.

Four (4) Hour Minimum / Waiver of Four (4) Hour Minimum - an interruption shall be a minimum of four (4) hours in duration. In the Agreement, however, Customer may elect to waive the 4 hour minimum, in which case, the interruption may be less than 4 hours in duration. The duration of any interruption shall not be less than one hour. The Company retains sole discretion to determine the duration of the interruptions that it requires from such Customers that have waived the four (4) hour minimum duration.

One Hour Notice / No Notice Option - Company shall provide notice a minimum of one hour prior to the start of the interruption. In the Agreement, however, Customer may allow Company to interrupt Customer's load without providing prior notice of the interruption.

ECONOMIC INTERRUPTION:

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

Company shall have the right to call an Economic Interruption for one or more Customers once per day when Company determines, in its sole discretion, that calling an interruption will lower its overall system costs when compared to what the overall system cost would be in the absence of the interruption. The duration of any Economic Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum and, in such case, the duration shall not be less than one hour. Company will provide notice at least one hour prior to an Economic Interruption.

BUY-THROUGH - ECONOMIC INTERRUPTION:

Once Company has called an Economic Interruption, Company will provide Customer, via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of Company's best estimate of the buy-through price. The estimated buy-through price for each hour shall also be made available on the ICO web site, log-on information for

~~**BUY-THROUGH - ECONOMIC INTERRUPTION (cont.):**~~

which will be provided in the Agreement. Customers must notify Company forty-five (45) minutes prior to the start of an Economic Interruption if they elect to buy-through all or a portion of their available interruptible load by logging into the ICO Web Site and indicating their buy-through request for each hour of the Economic Interruption period.

The buy-through price shall be calculated using the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for the energy used to serve Customer(s) who elected to buy-through in each buy-through hour.

If Customer elects to buy-through the Economic Interruption, it must continue to buy-through all hours of the interruption period unless Company provides notice to Customer of an updated buy-through price for any hour of the interruption that exceeds the original estimated buy-through price for the hour in question, whereupon Customer that elected initially to buy-through the Economic Interruption will have 15 minutes after being provided notice of the updated estimated price to advise the Company that such Customer desires to be interrupted at the start of the next hour. Once Customer chooses to interrupt, Customer will be interrupted for the remainder of the interruption period, as determined by the Company.

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

If Company chooses to extend an Economic Interruption from the original notification, all ICO Customers affected by the Economic Interruption will be provided notice of the opportunity to buy-through or interrupt for the duration of the Economic Interruption extension period. Economic Interruption extensions may be less than four hours in duration.

Customer may provide advance election to ~~buy-through~~ buy-through up to a specified price. Such election shall be made no later than the last business day prior to the first day of the month to which the election will apply, and shall be delivered to Customer's service representative by electronic mail as provided in Customer's Agreement. Any Customer with a standing ~~buy-through~~ buy-through order shall have the option, up to 45 minutes before the start of an event, to advise Company that it desires to be interrupted. Further, in the event that the ~~buy-through~~ buy-through price exceeds the Customer-specified price, Customer may nevertheless elect to ~~buy-through~~ buy-through the interruption by providing the Company with the required notice within 45 minutes.

CAPACITY INTERRUPTION:

Company shall have the right to call a Capacity Interruption for one or more Customers at any time when Company believes, in its sole discretion, that generation or transmission capacity is not sufficiently available to serve its firm load obligations, other than obligations to make intra-day energy sales. Capacity Interruptions will typically be called when the Company forecasts or, on shorter notice, has presently scheduled all available energy resources that are not held back for other contingency or reserve purposes, to be online generating to serve obligation loads. The Capacity Interruption may be activated to enable the Company to ensure adequate capability above firm system demand to provide for such things as load forecasting error, equipment forced outages and local area protection. A Capacity Interruption may be called to relieve transmission facility overloads, relieve transmission under voltage conditions, prevent system instability, relieve a system under frequency condition, shed load if SPS is directed to shed load by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, and respond to other transmission system emergencies.

The duration of any Capacity Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be less than one hour. In addition, a single interruption of less than four hours is permitted for any Customer, if the Customer has less than four hours remaining of its Number of Interruptible Hours.

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

CONTINGENCY INTERRUPTION: Company shall have the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company, or requested by the Southwest Power Pool (or subsequent regional reliability organization) Reliability Coordinator, to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards.

The duration of any Contingency Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum duration and, in such case, the duration shall not be

~~CONTINGENCY INTERRUPTION (cont.):~~

less than one hour. In addition, a single interruption of less than four hours is permitted if Customer has less than four hours of interruption available to use the remaining hours.

FAILURE TO INTERRUPT

Economic Interruption - In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt but did not interrupt. The failure-to-interrupt charge shall be equal to the integrated hourly real-time Locational Marginal Price at the SPS_SPS load node, or successor load node, as calculated by the Southwest Power Pool for power during the Economic Interruption plus \$0.003 per kWh, as determined by the Company after the fact. The charge will only apply to the portion of the load Customer fails to interrupt.

Capacity or Contingency Interruption - In the event Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit rate times the maximum 30 minute demand recorded during the event for all demand that Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled by the Company, Customer shall not be eligible for service under this tariff for a minimum of one year, and Customer will not be liable for the payment of 110% times the Customer's CIL, times Customer's MCR for each of the remaining months of the unexpired

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INTERRUPTIBLE CREDIT OPTION

contract term, as previously specified under term of agreement, service periods, and termination of agreement by customer. For determining compliance during a Capacity or Contingency Interruption, the first and last fifteen-minute interval of each event shall not be considered. If Customer's violation is less than 60 minutes in duration, not including the first and last control period intervals, then Customer's penalty shall be: (1) ~~be~~ reduced by 75% if the violation is 15 minutes or shorter; (2) reduced by 50% if the violation is 16 to 30 minutes in duration; and (3) reduced by 25% if the violation is 31 to 59 minutes in duration. This provision does not apply to Economic Interruptions.

If Customer is a No Notice Option Customer and Company controls Customer's load through the operation of a Company installed, operated, and owned disconnect switch, in the event that Customer violates a Capacity or Contingency Interruption, Customer shall not be penalized unless evidence of tampering or bypassing the direct load control of Company is shown.

In the event that Company issues a Capacity or Contingency Interruption during a time in which the Customer's phone line is not working, the above described penalties shall apply if Customer fails to comply with the interruption.

BILLING AND MONTHLY CREDIT:

A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Company shall apply a Monthly Credit to Customer's monthly bill, pursuant to the terms and conditions specified herein.

The Customer's Monthly Credit shall be calculated by multiplying the applicable Monthly Credit Rate (MCR), by the lesser of the Customer's CIL, or the actual Interruptible Demand, during the billing month. The MCR is determined using the applicable capacity credit in the table below multiplied by the planning reserve margin and multiplied by the applicable Service Level adjustment.

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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION

Monthly Credit Rate (MCR)

Iia	ONE HOUR NOTICE OPTION		NO NOTICE OPTION	
	WINTER PER kW MONTH CREDIT	SUMMER PER kW MONTH CREDIT	WINTER PER kW MONTH CREDIT	SUMMER PER kW MONTH CREDIT
40	\$1.62	\$2.31	\$2.17	\$3.09
80	\$2.68	\$3.80	\$3.59	\$5.09
160	\$4.06	\$5.76	\$5.43	\$7.72

Planning Reserve Margin Adjustment – 1.15
Service Level Adjustment

SERVICE LEVEL	ADJUSTMENT
Backbone Transmission (115kV+)	1.020504
Sub-Transmission (69 kV)	1.026426
Primary Distribution	1.109977
Secondary Distribution	1.136331

Contract Interruptible Load (CIL) - Customer's CIL is the median of Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year, less the Contract Firm Demand, if any. If Customer has no history in the prior year or Customer anticipates that its CIL for the upcoming year will exceed the prior year's CIL by one hundred (100) kW or more, at Customer's request, Company may, in its sole

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discretion, estimate the CIL. In extraordinary circumstances, Company may calculate CIL using load data from the year prior to the year normally used to calculate the CIL, if Customer has shown that, due to extraordinary circumstances, the load data that would normally be used to calculate its CIL is less representative of what Customer's load is likely to be in the upcoming year. For existing Customers, Company shall calculate Customer's CIL to be used in the upcoming year by December 31st of the current year. If the Company determines that Customer's CIL to be used in the upcoming year is less than 300 kW, then the Agreement shall terminate at the end of the current year. If the Company determines that the combined CIL of all existing Customers to be used in the upcoming year exceeds 85MW in 2023, 200 MW in 2024 and 200 MW in 2025, then those existing Customers whose CIL is greater than the prior year's CIL may be required to reduce their CIL (by increasing their Contract Firm Demand) proportionally, so that total CIL does not exceed the MW maximum listed above.

Interruptible Demand –Customer's Interruptible Demand is the maximum thirty (30) minute integrated kW demand, determined by meter measurement, that is used during the month, less

~~Interruptible Demand (cont.):~~

the Contract Firm Demand, if any, but not less than zero. Interruptible Demand is measured between the hours of 12:00 noon to 8:00 p.m. Monday through Friday, excluding federal holidays.

Application of Monthly Credit - the Monthly Credit shall be applied to Customer's monthly bill beginning in January if the Agreement was executed prior to that January. If the Agreement is executed between January 1 and May 1, to be effective in that year, the Monthly Credit will begin in the month following the month in which service begins. If the Agreement is executed after May 1, the Monthly Credit will begin in January of the following year. In the event that Customer's CIL is estimated, the Monthly Credit applicable to the estimated CIL will be applied to Customer's December bill, after the CIL calculation is completed for that year. For Customers with no history, the entire accumulated Monthly Credit will be credited to the December bill. For Customers with history, but who estimate an increase, accumulated credits attributable to the estimated increase in the CIL will be credited to the December bill and credits attributable to the actual CIL will be credited monthly.

METERING: Customer must have metering equipment at the Point of Delivery capable of participating in the Interruptible Credit Option program. If Company determines Customer needs

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additional/replacement metering equipment. Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.

PHONE LINE REQUIREMENTS: Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include, but are not limited to, a dedicated analog phone line to the meter location. The communication path must be installed and working before Customer may begin taking service under this rate schedule.

In the event that the Company issues a Capacity or Contingency interruption during a time in which Customer's phone line is not working, the penalties detailed in the section of this tariff titled FAILURE TO INTERRUPT – Capacity and Contingency Interruptions, shall apply if Customer fails to comply with the interruption.

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS:

A No Notice Option Customer must install and maintain a Company specified dedicated phone line to the meter location. In addition, a No Notice Option Customer must also pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information. The communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

COMMUNICATION AND PHYSICAL CONTROL REQUIREMENTS FOR NO NOTICE OPTION CUSTOMERS (cont.):

A No Notice Option Customer shall either:

- (i) utilize its own Energy Management System (EMS) automated intelligent equipment to reduce load down to the Contract Firm Demand level when requested by Company. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense. Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within a time period to be specified in the Agreement.

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A \$1,000 non-refundable contribution is required to perform the engineering and design work required to determine the costs associated with purchasing and installing the RTU;

or

- (ii) utilize a Company owned and operated switch to remove Customer's entire load during a Capacity or Contingency Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

A No Notice Option Customer shall submit to equipment testing at least once per year at Company's discretion, provided no other Capacity or Contingency events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU. Equipment testing may last less than the four-hour duration and may not count toward Customer's Number of Interruptible Hours.

TAMPERING:

If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may terminate Customer's Agreement, or remove Customer from the No Notice Option and place Customer on the One Hour Notice Option rate for a minimum one-year period. The Customer's credits will be adjusted accordingly. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the investigation of the device tampering. Customer shall also pay 50% of the expected annual credit rate, times the maximum 30 minute demand recorded during the interruption event for all demand Customer was obligated to interrupt, but did not. The penalty will apply only to the portion of the load that Customer fails to interrupt. A Customer that is removed from the program is only

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eligible to participate again at the discretion of Company. Company will verify installation has been corrected before Customer is permitted to participate in the program again.

LIMITATION OF LIABILITY:

Customers who elect to take service under this tariff agree to indemnify and save harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under this tariff or from the operation of the interruption signal and switching equipment.

A handwritten signature in black ink, appearing to read 'Bobb J. ...'.

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INTERRUPTIBLE CREDIT OPTION AGREEMENT

(Customer Name)

Premise Number _____

THIS INTERRUPTIBLE CREDIT OPTION AGREEMENT ("Agreement"), is made and entered into this ____ day of _____ 20 ____, between Southwestern Public Service Company, a New Mexico Corporation, hereinafter called "Company", and _____, hereinafter called "Customer". This Agreement relates to the sale of electric energy by Company to Customer at _____ ("Point of Delivery").

WHEREAS, Customer desires to take electric service at the Point of Delivery under Company's Interruptible Credit Option Tariff ("ICO Tariff"), which is Tariff No. ____ of Company's Electric Tariffs on file with the Public Utility Commission of Texas ("Commission"); and

WHEREAS, Company has determined that Customer meets the eligibility requirements for taking electric service under the ICO Tariff;

NOW THEREFORE, in consideration of the mutual covenants set forth below, Company and Customer agree as follows:

1. **Terms and Conditions.** This Agreement is subject to the ICO Tariff, which is by this reference made a part of and incorporated into this Agreement. This Agreement, and the electric service provided to Customer, is also subject to the other tariffs, rules and regulations of the Company. The Company reserves the right to apply at any time to the Commission to modify or terminate its tariffs, including the ICO Tariff, this

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Agreement, and to change its rules and regulations. This Agreement shall be deemed to be modified to conform to any change or revision to Company's tariffs, including the ICO Tariff, any modification to this Agreement, or any change to rules and regulations as of the date of the effectiveness of such change.

The Customer acknowledges that its participation under the ICO Tariff is conditional on Customer's load at the Point of Delivery not being allowed to be interrupted under another interruptible program offered by Company or by a third-party. By signing this Agreement, the Customer agrees that the load interrupted pursuant to the ICO Tariff is not also permitted to be interrupted by any other third-party for any reason.

2. **Term and Termination.** This Agreement shall be effective as of the first day of _____, 20____, and the Service Period shall remain in effect for an initial term ending December 31, 20____ and shall automatically renew for a period of 12 months each calendar year, unless terminated as set forth in the ICO Tariff. This Agreement shall terminate concurrent with the termination of the ICO Tariff.

If reliability constraints are identified by (i) adding Point of Delivery to the system or (ii) by terminating the agreement to participate, Company may require Customer to participate and will not be eligible to opt out or terminate. Any such limitation would be specified in the contract for service. If this stipulation is applicable to this Agreement, a copy of the contract for service with these terms and conditions must be included as a supplement to the Agreement.

Any Customer who otherwise terminates the Agreement prior to the end of its term shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times Customer's Contract Interruptible Loan ("CIL"), times Customer's Monthly Credit Rate ("MCR") for each of the remaining months of the unexpired contract term.

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3. **Customer Elections.** Customer makes the following elections regarding its service under this Agreement. Customer may change its elections under this section annually, by providing written notice to Company prior to December 31, which change(s) shall become effective on the succeeding January 1 and shall remain in effect for twelve months. If no notice of change is received by Company, then the elections in effect during the prior calendar year shall remain in effect during the succeeding calendar year.

a. **Contract Firm Demand.** Customer hereby nominates _____ kW of Contract Firm Demand, as defined in the ICO Tariff.

b. **Number of Interruptible Hours (Hrs).** Customer hereby elects the following hours of interruption per calendar year: (check one)

- 40 Hrs
- 80 Hrs
- 160 Hrs

c. **Notice Option.** Customer hereby elects the following notice option as described in the ICO Tariff:

- One Hour Notice Option
- No Notice Option

(in selecting the No Notice Option, Customer acknowledges that until such time as Company has completed development of and satisfactorily tested systems and equipment required to implement and manage the No Notice Option, and Customer's use of the No Notice Option has been tested and approved by Company, service will not be provided under the No Notice Option and will instead be provided under the One Hour Notice Option.

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d. Minimum Duration of Interruption. Customer hereby makes the following election with regard to the minimum duration of an interruption called by Company under the ICO Tariff.

Four Hour Minimum applies

Four Hour Minimum is waived

(in selecting waiver of the Four Hour Minimum, Customer acknowledges that until such time as Company has completed development of and satisfactorily tested systems and equipment required to implement and manage the waiver of the Four Hour Minimum, the waiver will not be in effect and the Four Hour Minimum will instead apply.)

4. Secure Website. Company shall provide Customer with access to a secure website for purposes of obtaining information regarding Customer's ICO account, interruptions (historic and current), and near real time load information. The website shall also be used by Customer for notifying Company of the buy-through of an economic interruption as provided in section 5 and updating contact information as provided in section 6.

5. Buy Through of Economic Interruption. If electing to buy-through an economic interruption, Customer shall notify Company of the amount of kW of Interruptible Load that Customer desires to buy-through during each hour of the economic interruption via the secure website identified in section 4.

If electing to buy-through an economic interruption in advance, as provided in the ICO Tariff, Customer shall notify Company of such election through the Customer's Xcel Energy Service Representative by electronic mail, specifying the amount of kW that Customer desires to buy-through, the maximum price per kWh, Customer's name, service address, premise number, and effective date. Customer's advance election buy-through price shall remain in effect until cancelled or modified by Customer.

Customer agrees to pay the actual cost, calculated as provided in the ICO Tariff, incurred by Company for all buy-through Kilowatts requested by the Customer.

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6. **Notice of Interruption.** Company shall provide notice to Customer of interruptions via text message, email and/or recorded phone message at the phone numbers and email addresses listed on the ICO Contact Information Form attached to this Agreement. Customer shall be responsible for the accuracy of the information on the Form and for updating the contact information on the Form via the secure website identified in section 4.

installation of additional facilities, or the replacement of equipment due to obsolescence. In the event of a planned outage/shutdown, Company must receive notification from Customer at least 14 calendar days before the day that the load reduction is unavailable. Notifications received with less than 14 calendar day notice may result in Customer being subject to charges, fees, and/or penalties imposed by SPP due to the unavailability of Customer's load reduction. Customer's inability to provide the offered load reduction amount is subject to verification by Company.

7. **Other Notice.** Except as otherwise provided herein, other notices or information that either party may desire to give to the other regarding this Agreement shall be given in writing to the following address, or to such other address as either of the parties shall designate in writing:

To: Xcel Energy
Attention: Demand Management / TX ICO Program Manager
401 Nicollet Mall
Minneapolis, MN 55401

To: Customer
Attention: _____

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8. **Limitation of Liability.** *Customer shall indemnify and save harmless Company from any claims or losses of any sort due to death or injury to persons or property, resulting from interruption of electric service or resulting from the operation of the interruption signal and switching equipment.*

9. **Entire Agreement.** This Agreement, together with its attachments, the ICO Tariff and the tariffs, rules and regulations of Company (as changed periodically), constitute the entire agreement among the parties with respect to the electric service provided to Customer by Company under this Agreement.

10. **Successors Bound.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties respectively. Without limiting the foregoing, Customer shall: (1) cause any and all actions to be taken that are necessary to cause any successor or assign of Customer to be subject to and bound by the terms of this Agreement and the ICO Tariff; (2) upon any Change in Control, as defined below, cause any and all actions to be taken that are necessary in order for the electric service provided by Company at the Point of Delivery to continue to be provided pursuant to the terms of this Agreement and the ICO Tariff, and to cause a succeeding control entity to be subject to and bound by the terms of this Agreement and the ICO Tariff; and (3) shall notify Company of same. Failure to comply with this section shall be deemed to be a termination of this Agreement by Customer without complying with the Service Period requirements of the ICO Tariff and shall be subject to the Early Termination Penalty provided in the ICO Tariff.

For purposes of this Agreement, "Change in Control" includes, without limitation: a stock transfer or sale; change in voting control; change of name; merger; conversion; divisive merger; division; consolidation; reorganization; restructuring; dissolution; liquidation; transfer, sale, gift or lease of assets; change in a management or operational arrangement; temporary or permanent abandonment; temporary or permanent cessation of operations; or any other transaction or event that results in or causes Customer or its direct or indirect owner or owners to lose the capacity or ability to contract with respect to the electric service provided

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by Company to the Point of Delivery, or to be bound by the obligations under this Agreement and the ICO
Tariff.

11. **Jurisdiction.** The laws of the State of Texas and the rules and regulations of the Public Utility
Commission of Texas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interruptible Credit Option Agreement in their
respective names, by their duly authorized representatives as of the date and year first written above.

Southwestern Public Service Company

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

N
N

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ICO CONTACT INFORMATION

N
N

Customer Name: _____

Service Address: _____

Premise Number: _____

Date: _____

You may provide up to 3 phone numbers and 2 Email addresses per contact.

NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

TEXT MESSAGE ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

TEXT MESSAGE ADDRESS: _____

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NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

TEXT MESSAGE ADDRESS: _____

N
|
N

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Southwestern Public Service Company



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SECONDARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at secondary voltage, or at 2.4 kV or higher, but less than 69 kV, where customer requires additional Company owned transformation facilities from the available primary voltage, at a single Point of Delivery and measured through approved electrical metering determined by the Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, in excess of 10 kW of demand.

Each year, Company will review the demand of all Customers receiving service under this tariff. If the average of Customer's twelve-monthly demands in the immediately preceding calendar year does not exceed 10 kW, then Customer is not eligible to continue receiving service under this tariff.

- Not applicable to standby, supplementary, resale or shared service. Also, not applicable for service to oil and natural gas production Customers, except where customer cannot take service under Primary General Service rate due to the requirement of additional Company owned transformation facilities from the available primary voltage.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$33.13 per month
Energy Charge: \$0.010016 per kWh for all kWh used during the month

Demand Charge:
\$22.35 per kW of demand used per month during each summer month
\$18.62 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party

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SECONDARY GENERAL SERVICE

aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$16.20/kW-Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

<u>RATE: Service Availability Charge:</u>	<u>\$33.13 per month</u>
<u>Transmission & Distribution Capacity Charge – Summer:</u>	<u>\$12.13 /kW Month</u>
<u>Transmission & Distribution Capacity Charge – Winter:</u>	<u>\$10.51 /kW Month</u>
<u>Generation Capacity Charge – Summer:</u>	<u>\$2.53 /kW Month</u>
<u>Generation Capacity Charge – Winter:</u>	<u>\$2.01 /kW Month</u>
<u>Energy Charge: for all kWh used during the month</u>	<u>\$0.010016 per kWh</u>

DEMAND: Company will furnish, at Company's expense, the necessary metering equipment to measure the Customer's kW demand for the 30-minute period of greatest use during the month. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

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SECONDARY GENERAL SERVICE

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon: Power Factor Adjustment Charge = Demand charge x ((0.95 ÷ customer's power factor x kW demand) – kW demand)

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: A-C; 60 hertz; single or three-phase, at one available standard secondary voltage.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas. A Contract may be required by the Company to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.

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PRIMARY GENERAL SERVICE

APPLICABILITY: To all commercial and industrial electric service supplied at the available primary voltage of 2.4kV or higher but less than 69 kV, without requiring additional Company owned transformation facilities, at a single Point of Delivery measured through approved electrical metering determined by Company, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

RATE: Service Availability Charge: \$76.13 per month

Energy Charge: \$0.007731 per kWh for all kWh used during the month

Demand Charge: \$19.88 per kW of demand used per month during each summer month
\$16.57 per kW of demand used per month during each winter month

SUMMER MONTHS: The billing months of June through September.

WINTER MONTHS: The billing months of October through May.

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge

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PRIMARY GENERAL SERVICE

penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$15.83/ kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30 and the hours of 6 am through 10 am and 6 pm through 10 pm central for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

<u>RATE: Service Availability Charge:</u>	<u>\$76.13 per month</u>
<u>Transmission & Distribution Capacity Charge – Summer:</u>	<u>\$10.98 / kW Month</u>
<u>Transmission & Distribution Capacity Charge – Winter:</u>	<u>\$9.53 / kW Month</u>
<u>Generation Capacity Charge – Summer:</u>	<u>\$2.25 / kW Month</u>
<u>Generation Capacity Charge – Winter:</u>	<u>\$1.80 / kW Month</u>
<u>Energy Charge: for all kWh used during the month</u>	<u>\$0.007731 per kWh</u>

DETERMINATION OF DEMAND: The kW determined from Company’s demand meter for the 30-minute period of Customer’s greatest kW use during the month.

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

$$\text{Power Factor Adjustment Charge} = \text{Demand charge} \times ((0.95 \div \text{customer's power factor} \times \text{kW demand}) - \text{kW demand}).$$

LOSS ADJUSTMENT: Meter readings used for billing shall be increased by 2.72% for kW and 1.73% for kWh to account for line and transformation losses when Customer’s load is metered at a secondary voltage.

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PRIMARY GENERAL SERVICE

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments

CHARACTER OF SERVICE: A-C; 60 hertz; single or three phase at Company's available primary voltage that is 2.4 kV or higher but less than 69 kV.

LINE EXTENSIONS: Company will make line extensions in accordance with its standard line extension policy, and no transformation will be made by Company at the Point of Delivery.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations, and Conditions of Service on file with the Public Utility Commission of Texas. Company may require a Contract to be executed prior to extending service if Customer's load is expected to be greater than 200 kW. The contract term shall contain a minimum contract period with an automatic renewable provision from year to year thereafter.

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LARGE GENERAL SERVICE - TRANSMISSION

APPLICABILITY: Under contract to all commercial and industrial electric service supplied at transmission level voltage at one Point of Delivery and measured through one meter, where facilities of adequate capacity and suitable voltage of 69 kV or higher is adjacent to the premises to be served.

Not applicable to standby, supplementary, resale or shared service.

TERRITORY: Texas service territory.

OUTSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.007054 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per kW of demand used per month during each winter month

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.006690 per kWh for all kWh used during the month

Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
\$ 12.25 per kW of demand used per month during each winter month

INSIDE CITY LIMITS

SUB TRANSMISSION SERVICE OF 69 KV:

RATE: Service Availability Charge Per Month: \$2,272.00

Energy Charge: \$0.008752 per kWh for all kWh used during the month

Demand Charge: \$ 18.29 per kW of demand used per month during each summer month
\$ 12.74 per Kw of demand used per month during each winter month

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LARGE GENERAL SERVICE - TRANSMISSION

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

RATE: Service Availability Charge Per Month: \$2,272.00
 Energy Charge: \$0.008719 per kWh for all kWh used during the month
 Demand Charge: \$ 17.47 per kW of demand used per month during each summer month
 \$ 12.25 per kW of demand used per month during each winter month

OFF-PEAK ALTERNATE RIDER

SERVICE DESCRIPTION: Customers electing this optional alternate service agree to take firm service during off-peak hours only. Availability for participation is up to the discretion of the Company based on total interruptible load of all existing Customers and the need for load reductions based on Company's resource adequacy and other system reliability considerations. The Off-Peak Alternate Rider is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the Southwest Power Pool Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation. Customer agrees to the installation of equipment allowing Company to interrupt Customer's load without notice if Customer takes service during on-peak hours. If Customer fails to interrupt during on-peak hours when called by Company, Customer shall pay a demand charge penalty. Specifically, in addition to the rates below, Customer shall pay a charge of \$14.55/kW Month times the monthly metered demand for a period of 12 months. On-peak hours are defined as the hours of 12 pm through 8 pm central time for the period of June 1 through September 30, and the hours of 6 am through 10 am and 6 pm through 10 pm central time for the period of December 1 through March 31. Customers electing this optional service must contract for off-peak service for a minimum of five calendar years. Thereafter, Customer may cancel service under the off-peak option upon providing three years prior written notice to Company.

A Customer electing to take service under this Off-Peak Alternate Rider shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period.

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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

SUB TRANSMISSION SERVICE OF 69 KV:

<u>RATE: Service Availability Charge:</u>	<u>\$2,272.00 per month</u>
<u>Transmission & Distribution Capacity Charge – Summer:</u>	<u>\$6.90 /kW Month</u>
<u>Transmission & Distribution Capacity Charge – Winter:</u>	<u>\$4.85 /kW Month</u>
<u>Generation Capacity Charge – Summer:</u>	<u>\$2.70 /kW Month</u>
<u>Generation Capacity Charge – Winter:</u>	<u>\$1.90 /kW Month</u>
<u>Energy Charge: for all kWh used during the month</u>	<u>\$0.007054 per kWh</u>

TRANSMISSION SERVICE OF 115 KV AND ABOVE:

<u>RATE: Service Availability Charge:</u>	<u>\$2,272.00 per month</u>
<u>Transmission & Distribution Capacity Charge – Summer:</u>	<u>\$6.63 /kW Month</u>
<u>Transmission & Distribution Capacity Charge – Winter:</u>	<u>\$4.66 /kW Month</u>
<u>Generation Capacity Charge – Summer:</u>	<u>\$2.63 /kW Month</u>
<u>Generation Capacity Charge – Winter:</u>	<u>\$1.80 /kW Month</u>
<u>Energy Charge: for all kWh used during the month</u>	<u>\$0.006690 per kWh</u>

APPLICABLE TO BOTH INSIDE AND OUTSIDE CITY LIMITS

SUMMER MONTHS: The billing months of June – September.

WINTER MONTHS: The billing months of October – May.

~~**OPTIONAL SERVICE:** Customers receiving service under this rate may elect to receive interruptible service by participating in the Interruptible Credit Option.~~

DETERMINATION OF DEMAND: The kW determined from Company's demand meter for the 30-minute period of Customer's greatest kW use during the month, but not less than 70 percent of the highest demand established in the preceding eleven months.

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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

POWER FACTOR ADJUSTMENT: Company will install power factor metering for Customers with demand expected to exceed 200 kW. A power factor adjustment charge shall apply to all customers with power factor metering if the power factor at the time of the highest metered thirty-minute kW demand interval is less than 90 percent lagging, based upon:

$$\text{Power Factor Adjustment Charge} = \text{Demand charge} \times ((0.95 \div \text{customer's power factor} \times \text{kW demand}) - \text{kW demand})$$

LOSS ADJUSTMENT: Meter readings used for billing shall be increased to include transformation losses when a meter is installed on the secondary side of any voltage transformation under 69 kV made on Customer's side of the point of service.

FUEL COST RECOVERY AND ADJUSTMENTS: The charge per kWh of the above rate shall be increased by the applicable fuel cost recovery factor per kWh as provided in PUCT Sheet IV-69. This rate schedule is subject to other applicable rate adjustments.

CHARACTER OF SERVICE: Three phase, 60 hertz, supplied to the entire premises at approximately 69 kV or above.

LINE EXTENSIONS: All cost of equipment, supplies, and labor related to the installation of facilities necessary to make service available shall be paid by Customer in advance. No transformation will be made by Company at the point of service unless agreed to by Company.

TERMS OF PAYMENT: Net in 16 days after mailing date; 5 percent added to bill after 16 days. If the sixteenth day falls on a holiday or weekend, the due date will be the next work day.

RULES, REGULATIONS AND CONDITIONS OF SERVICE: Service supplied pursuant to this schedule is subject to the terms and conditions set forth in the Company's Rules, Regulations and Conditions of Service on file with the Public Utility Commission of Texas and to the terms and conditions of any special contract service between Company and Customer that are not in conflict herewith.

REC CREDIT: 69 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff

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ELECTRIC TARIFF

LARGE GENERAL SERVICE - TRANSMISSION

do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by the Company.

115 kV Customers who provide written notice to the Commission pursuant to PURA §39.904(m-1) and Commission regulations promulgated thereunder, shall receive a credit of \$0.000082 per kWh to their electric billings. Customers who receive REC credits under this tariff do not share in any REC costs and shall not be eligible to receive revenue credits for sales of RECs by Company.

SUBSTATION LEASE: Company reserves the option to lease substation facilities. If the substation facilities to be leased serve a single Customer, that Customer must lease 100% of the facilities. If the substation facilities to be leased serve multiple Customers, Company will determine a percentage of the substation capacity to be leased to the lessee, but no less than 4000 KVA of substation capacity will be leased to a single Customer. The monthly lease charge will be two percent of the net reproduction costs of the leased facilities, calculated as of the commencement of the lease, and shall be paid by Customer to Company along with the monthly invoice for

SUBSTATION LEASE (cont.):

electric service. Company reserves the right to increase the monthly substation lease charge whenever Company spends more than \$100,000 in repairs, replacements, or upgrades to the leased substation facilities in any consecutive twelve month period during the term of the lease. The minimum lease term shall be 120 months and shall continue month to month thereafter until the lease agreement is terminated. The lease agreement may be terminated by Customer with at least six months prior written notice to Company. If Customer terminates the lease without giving Company six months prior written notice or (2) earlier than 120 months from the commencement of the lease, the following termination penalty shall apply:

Customer shall pay a lease termination penalty of the net present value, using a rate of 7.49 percent applied to the sum calculated as follows:

1. If Customer has made 120 or more monthly lease payments, the sum shall be six times the monthly lease payment.
2. If Customer has made less than 120 monthly lease payments, the sum will be 120, less the number of monthly lease payments made (but no less than six), times the monthly lease payment.

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ELECTRIC TARIFF

RULES, REGULATIONS AND CONDITIONS OF SERVICE

OFF-PEAK ALTERNATE RIDER AGREEMENT

(Customer Name)

Premise Number _____

THIS OFF-PEAK ALTERNATE RIDER AGREEMENT ("Agreement"), is made and entered into this _____ day of _____ 20 _____, between Southwestern Public Service Company, a New Mexico Corporation, hereinafter called "Company", and _____, hereinafter called "Customer". This Agreement relates to the sale of electric energy by Company to Customer at _____ ("Point of Delivery").

WHEREAS, Customer desires to take electric service at the Point of Delivery under Company's Off-Peak Alternate Use Rider ("OPA Rider"), under Tariff No. _____ of Company's Electric Tariffs on file with the Public Utility Commission of Texas ("Commission"); and

WHEREAS, Company has determined that Customer meets the eligibility requirements for taking electric service under the OPA Rider;

NOW THEREFORE, in consideration of the mutual covenants set forth below, Company and Customer agree as follows:

- 1. Terms and Conditions.** This Agreement is subject to the OPA Rider, which is by this reference made a part of and incorporated into this Agreement. This Agreement, and the electric service provided to Customer, is also subject to the other tariffs, rules and regulations of the Company. The Company reserves the right to apply at any time to the Commission to modify or terminate its tariffs, including the OPA Rider, and to change its rules and regulations. This Agreement shall be deemed to be modified to conform to any

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change or revision to Company's tariffs, including the OPA Rider, or any change to rules and regulations as of the date of the effectiveness of such change.

The Customer acknowledges that its participation under the OPA Rider is conditional on Customer's load at the Point of Delivery not being allowed to be interrupted under another interruptible program offered by Company or by a third-party. By signing this Agreement, the Customer agrees that the load interrupted pursuant to the OPA Rider is not also permitted to be interrupted by any other third-party for any reason.

2. **Term and Termination.** This Agreement shall be effective as of the first day of _____, 20____, and the Service Period shall remain in effect for an initial term of 5 years and shall automatically renew for a period of 12 months each year, unless terminated as set forth in the OPA Rider. This Agreement shall terminate concurrent with the termination of the OPA Rider.

3. **Notice of Interruption.** Customer acknowledges that Company may interrupt Customer without prior notice. However, Company may provide prior notice when system conditions allow. Company shall provide notice to Customer of interruptions via text message, email and/or recorded phone message at the phone numbers and/or email address(es) listed on the OPA Contact Information Form attached to this Agreement. Customer shall be responsible for the accuracy of the information on the Form and for updating the contact information.

4. **Metering.** Customer must have metering equipment at the Point of Delivery capable of participating in the OPA Rider. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.

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5. **Communication and Physical Control Requirements.** Customer must pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information. The communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

A Customer shall either:

utilize its own Energy Management System (EMS) automated intelligent equipment to remove Customer's entire load when requested by Company. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense.

Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load in its entirety within 10 minutes or less; or utilize a Company owned and operated switch to remove Customer's entire load during a Capacity or Contingency Interruption. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During an Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

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Customer shall submit to equipment testing at least once per year at Company's discretion, provided no other events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU.

6. **Phone Line Requirements.** Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include but are not limited to, a dedicated phone line to the meter location, or a cellular connection. The communication path must be installed and working before Customer may begin taking service under the OPA Rider.

7. **Other Notice.** Except as otherwise provided herein, other notices or information that either party may desire to give to the other regarding this Agreement shall be given in writing to the following address, or to such other address as either of the parties shall designate in writing:

To: Xcel Energy
Attention: Demand Management / TX OPA Program
Manager
401 Nicollet Mall
Minneapolis, MN 55401

To: Customer
Attention: _____

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8. **Limitation of Liability.** *Customer shall indemnify and save harmless Company from any claims or losses of any sort due to death or injury to persons or property, resulting from interruption of electric service or resulting from the operation of the interruption signal and switching equipment.*

9. **Entire Agreement.** This Agreement, together with its attachments, the OPA Rider and the tariffs, rules and regulations of Company (as changed from time to time), constitute the entire agreement among the parties with respect to the electric service provided to Customer by Company under this Agreement.

10. **Successors Bound.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties respectively. Without limiting the foregoing, Customer shall: (1) cause any and all actions to be taken that are necessary to cause any successor or assign of Customer to be subject to and bound by the terms of this Agreement and the OPA Rider; (2) upon any Change in Control, as defined below, cause any and all actions to be taken that are necessary in order for the electric service provided by Company at the Point of Delivery to continue to be provided pursuant to the terms of this Agreement and the OPA Rider, and to cause a succeeding control entity to be subject to and bound by the terms of this Agreement and the OPA Rider; and (3) shall notify Company of same. Failure to comply with this paragraph 10 shall be deemed to be a termination of this Agreement by Customer without complying with the Service Period requirements of the OPA Rider and shall be subject to the Early Termination Penalty provided in the OPA Rider.

For purposes of this Agreement, "Change in Control" includes, without limitation: a stock transfer or sale; change in voting control; change of name; merger; conversion; divisive merger; division; consolidation; reorganization; restructuring; dissolution; liquidation; transfer, sale, gift or lease of assets; change in a management or operational arrangement; temporary or permanent abandonment; temporary or permanent cessation of operations; or any other transaction or event that results in or causes Customer or its direct or

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indirect owner or owners to lose the capacity or ability to contract with respect to the electric service provided by Company to the Point of Delivery, or to be bound by the obligations under this Agreement and the OPA Rider.

11. **Jurisdiction.** The laws of the State of Texas and the rules and regulations of the Public Utility Commission of Texas shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Off-Peak Alternate Rider Agreement in their respective names, by their duly authorized representatives as of the date and year first written above.

Southwestern Public Service Company

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

N
N
N

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OPA RIDER CONTACT INFORMATION

Customer Name: _____

Service Address: _____

Premise Number: _____

Date: _____

You may provide up to 3 phone numbers and 2 Email addresses per contact.

NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

TEXT MESSAGE ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

N
|
N

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TEXT MESSAGE ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NUMBERS: _____

EMAIL ADDRESSES: _____

TEXT MESSAGE ADDRESS: _____

N
|
N

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ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

AVAILABILITY: Available as an interruptible service program for Customers who receive electric service under the Company’s Large General Service Transmission Tariff. Not applicable for Customers who receive electric service from the Company under a standby service rate schedule. Service hereunder is not available to Customers who are currently participating in another interruptible program offered by Company or are under contract with a third-party aggregator in the SPP Integrated Marketplace to interrupt load at the same Point of Delivery. So that Company can ensure Customers are participating in only one program, all third-party aggregators must provide Company each Customer Point of Delivery included in the third-party program and the amount of load Customer has nominated at each Point of Delivery for participation.

APPLICABILITY: Service under this rate schedule is applicable to a Customer under the following conditions:

- (1) Customer's Southwest Power Pool (SPP) Interruptible Demand to be used is 300 kilowatts (kW) or greater per premise; and
- (2) Customer’s load is not registered as a critical load;
- (3) Customer and Company have executed an SPP Integrated Marketplace Interruptible Demand Response Option Agreement (Agreement); and
- (4) Customer has assisted Company with the completion of all applicable SPP Integrated Marketplace registration requirements, and SPP has certified Customer is eligible to participate. Company may terminate Customer’s participation under this rate schedule at any time if SPP determines that Customer is precluded from or ineligible to participate in the SPP Integrated Marketplace.

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ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION

DEFINITIONS:

Maximum Interruptible Demand – The Customer’s maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

Maximum Interruptible Demand – The Customer’s maximum hourly (60 minute) integrated kW demand during the previous calendar year. If Customer did not receive electric service from Company in the previous calendar year, Company will use the maximum hourly (60) minute integrated kW demand during the current calendar year prior to Customer entering into an Agreement with Company.

For existing Customers, Company shall calculate Customer’s Maximum Interruptible Demand to be used in the upcoming year by December 31st of the then current year. If the Company determines that Customer’s Maximum Interruptible Demand to be used in the upcoming year is less than 300 kW, then the Customer’s participation shall terminate at the end of the current year.

No Notice Option – Company may interrupt Customer’s load as directed by SPP without providing prior notice of the interruption.

One Hour Notice Option – Company may interrupt Customer’s load as directed by SPP upon providing notice a minimum of one hour prior to the start of the interruption.

SPP Integrated Marketplace Interruptible Demand (SPP Interruptible Demand)– The amount of load Customer desires Company to bid into the SPP Integrated Marketplace. Customer may elect to nominate either (i) its Maximum Interruptible Demand, or (ii) a specific portion of its demand. Customer may modify its election on a quarterly basis with ninety (90) days prior written notice to Company.

SPP Integrated Marketplace Interruption – An interruption of Customer’s SPP Interruptible Demand requested by SPP pursuant to Attachment AE of the SPP Open Access Transmission Tariff and facilitated by Company.

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SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

CONTRACT PERIOD: The initial term of a contract will be for 90 days. Thereafter, the contract shall continue until and unless Company or Customer gives notice of termination of the contract by providing a minimum of 90 days prior written notice.

SPP INTEGRATED MARKETPLACE INTERRUPTIONS: A customer electing to take service under this Tariff is requesting that Company bid Customer's load into the SPP Integrated Marketplace as a Demand Response Load, as defined in Attachment AE to the SPP Open Access Transmission Tariff. A Customer may elect for SPS to bid its load into (i) the SPP energy market, (ii) the SPP Supplemental Reserve market, or (iii) both the SPP energy market and the SPP Supplemental Reserve market.

A participating Customer must specify the SPP markets in which participation is desired and provide all required SPP bid parameters in the Agreement. Customer may modify its bid parameters and/or its participation in the SPP Integrated Marketplace on a quarterly basis with ninety (90) days prior written notice to Company.

In addition, a participating Customer may specify desired limitations on interruption of their load in the Agreement, including (i) number of interruptions per day, (ii) minimum length of an interruption (iii) minimum down time between interruptions, and (iv) No Notice Option or One Hour Notice Option.

Customers who desire Company to bid into the Supplemental Reserve market must be on the No Notice Option to meet SPP deployment requirements.

SPP INTEGRATED MARKETPLACE CREDIT: Any applicable credit for Customer's participation in the SPP Integrated Marketplace shall be applied to Customer's monthly bill. Customer shall be credited 70% of the net revenue received by Company from SPP for Customer's SPP Interruptible Demand. SPP Integrated Marketplace credits are subject to true-up modifications performed by the SPP, and those true-ups by SPP can be for prior billing periods.

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ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

CUSTOMER OPERATIONAL ISSUES: If Customer's load is not available for interruption in the SPP Integrated Marketplace, Customer must timely notify Company. Failure to notify Company may result in penalties imposed on Company by SPP.

SPP INTEGRATED MARKETPLACE CHARGES/PENALTIES: Customer shall be responsible for any and all net charges, fees, and/or penalties imposed on Company by SPP relating to participation in the SPP Integrated Marketplace, except for those arising from Company's gross negligence or failure to perform as directed by SPP. All fees and/or penalties imposed on Company by SPP for a participating customer will be netted against any SPP revenues payable to Customer or, if the fees and/or penalties result in a net charge to Customer, Customer agrees to remit payment to Company within 30 days of invoice receipt.

TARIFF TERMINATION AND CHANGE: This rate schedule and the Agreement shall be deemed to be modified to conform to any changes or revisions, including termination, approved by the Public Utility Commission of Texas, as of the date of the effectiveness of such change or termination. Changes in the Customer's SPP Integrated Marketplace Interruptible Load credit will take effect on the effective date of the change to this tariff. Company reserves the right to request approval by the Public Utility Commission of Texas for changes to or termination of this tariff at any time.

BILLING: A Customer electing to take service under this tariff shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. Customer's credit for SPP Integrated Marketplace Interruptions will appear on the monthly bill during which SPP has completed initial settlement (called the S7 Scheduled Settlement Statement in Attachment AE to the SPP OATT). All true-ups to the initial settlement will be reflected on the monthly bill in the month the true-ups are performed by SPP.

METERING: Customer must have metering equipment at its Point of Delivery capable of participating in the SPP Integrated Marketplace. If Company determines Customer needs additional/replacement metering equipment, Company shall install the required metering equipment at Customer's expense. Company shall own and maintain all metering equipment.

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ELECTRIC TARIFF

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION

PHONE LINE OR ALTERNATIVE COMMUNICATION REQUIREMENTS: Customer is responsible for the cost of installing and maintaining a properly working communication path(s) between Customer and Company. The communication path(s) must be dedicated, and can include, but is not limited to, a dedicated analog phone line to the meter location. For Customers who select the No Notice Option, Customer will be required to have two communication paths, one to the meter location and one to the Remote Terminal Unit that will receive Company's disconnect signals. A communication path(s) must be installed and working before Customer may begin taking service under this rate schedule.

In the event that Company issues an interruption during a time in which Customer's phone line, or other communication path, is not working, the penalties detailed in the prior section for "SPP Integrated Marketplace Penalties" shall apply if Customer fails to comply with the interruption.

PHYSICAL CONTROL: A No Notice Option Customer must install and maintain a Company specified dedicated phone line to the meter location. In addition, a No Notice Option Customer must also pay for the communication charges associated with the Company specified communication equipment installed in the Remote Terminal Unit (RTU) used to receive and transmit interruption signals and real time usage information.

A No Notice Option Customer shall either:

- (i) utilize its own Energy Management System (EMS) automated intelligent equipment to remove Customer's SPP Interruptible Demand for a SPP Integrated Marketplace Interruption. Customer will pay for the cost of an RTU that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed, and tested by Company or Company contractor at Customer's expense. Customer must demonstrate that its automated intelligent device or equipment will receive Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within a time period to be specified in the Agreement. A \$1,000 non-refundable contribution is required to perform the engineering and design work required to determine the costs associated with purchasing and installing the RTU; or

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**SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE
OPTION**

PHYSICAL CONTROL (cont.):

- (ii) utilize a Company owned and operated switch to remove Customer's SPP Interruptible Demand for a SPP Integrated Marketplace Interruption. Use of a Company switch requires that Customer have no Contract Firm Demand. Customer must pay for the cost of Company-owned switch and an RTU that will receive the interruption and restore signals via phone or cellular communication, and lock Customer's load out during a Capacity or Contingency Interruption. The RTU shall be designed, purchased, installed, and tested by Company at Customer's expense. A \$1,000 non-refundable contribution is required to perform the engineering and design work needed to determine the costs associated with providing Company physical control over Customer's load. A minimum of six (6) months is required to design, order, install and test the required equipment to give the Company control over Customer's load. During a Capacity or Contingency Interruption, the Company shall lock out Customer's load to prevent Customer from terminating the interruption before release.

A No Notice Option Customer shall submit to equipment testing facilitated by Company at SPP's discretion.

TAMPERING: If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then Company may terminate Customer's Agreement. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the investigation of the device tampering. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company will verify installation has been corrected before Customer is permitted to participate in the program again.

LIMITATION OF LIABILITY: Customers who elect to take service under this rate schedule shall agree to indemnify and hold harmless Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under this rate schedule or from the operation of the interruption signal and switching equipment.

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RULES, REGULATIONS AND CONDITIONS OF SERVICE

SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION AGREEMENT

(Customer Name)

Premise Number _____

THIS SOUTHWEST POWER POOL INTEGRATED MARKETPLACE DEMAND RESPONSE OPTION ("Agreement"), is made and entered into this ____ day of ____ 20 ____, between Southwestern Public Service Company, a New Mexico Corporation, hereinafter called "Company", and _____, hereinafter called "Customer". This Agreement relates to the sale of electric energy by Company to Customer at ____ ("Point of Delivery").

WHEREAS, Customer wishes to enter into an Agreement with Company for service available under Company's Southwest Power Pool Integrated Marketplace Demand Response Option Tariff ("SPPIM Tariff"), or any successor approved by the Public Utility Commission of Texas ("Commission"), in order to provide one or more type(s) of demand response ("DR") resource(s) in the Southwest Power Pool ("SPP") wholesale markets. Customer Point(s) of Delivery with firm load(s) are listed in Attachment A.

WHEREAS, Company has determined that Customer meets the eligibility requirements for taking electric service under the SPPIM Tariff;

NOW THEREFORE, in consideration of the mutual covenants set forth below, Company and Customer agree as follows:

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RULES, REGULATIONS AND CONDITIONS OF SERVICE

ARTICLE I. TERMS AND CONDITIONS

A. General Terms and Conditions. This Agreement is subject to the SPPIM Tariff, which is by this reference made a part of and incorporated into this Agreement. This Agreement, and the electric service provided to Customer, is also subject to the other tariffs, rules and regulations of the Company. The Company reserves the right to apply at any time to the Commission to modify or terminate its tariffs, including the SPPIM Tariff, and to change its rules and regulations. This Agreement shall be deemed to be modified to conform to any change or revision to Company's tariffs, including the SPPIM Tariff, any modification to this Agreement, or any change to rules and regulations as of the date of the effectiveness of such change.

The Customer acknowledges that its participation under the SPP IM Tariff is conditional on Customer's load at the Point of Delivery not being allowed to be interrupted under another interruptible program offered by Company or by a third-party. By signing this Agreement, the Customer agrees that the load enrolled pursuant to the SPPIM Tariff is not permitted to be interrupted by any other third-party for any reason.

B. Timing. The Effective Date of this Agreement shall be the first day of the calendar month following the completion of (1) the installation and operational readiness of required electric metering and communication equipment and collection of any data required in the registration process, and (2) full acceptance of the DR resource(s) registration by SPP. Timing of registration and full participation by DR resource(s) in SPP's wholesale markets will be subject to SPP's planning cycles and normally scheduled market model updates in accordance with SPP Market Protocols and the SPP Open Access Transmission Tariff. Company shall begin offering Customer's DR resource(s) in the SPP Integrated Marketplace on the Effective Date unless a later date is agreed to by Company and Customer.

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C. Communications. Company may utilize either telephone or electronic communication as the primary means to notify Customer of events and to process updates. This mechanism for communication may be altered at the sole discretion of Company. Customer is responsible for notifying Company in the event that the communication method is temporarily unavailable and will provide Company with an alternate form of communication. Customer must provide and maintain 24-hour contact information. Customer is responsible for the cost of installing and maintaining a properly working communication path between Customer and Company. The communication path must be dedicated. Options for the communication path include but are not limited to, a dedicated phone line to the meter location, or a cellular connection. The communication path must be installed and working before Customer may begin taking service under this rate schedule.

D. Metering. If Customer does not have an adequate interval data recording electric meter capable of providing the load metering frequency and telemetry required by Company and by SPP in the applicable Market Protocols for each participating Point of Delivery or a more frequent interval, adequate metering will be installed by Company at the Customer's expense before participation may begin. Company shall own and maintain all metering equipment.

E. Testing. Customer must demonstrate load reduction capability as specified by SPP's applicable requirements in the Market Protocols and SPP Open Access Transmission Tariff.

ARTICLE II. ENERGY MARKET & SUPPLEMENTAL RESERVE PROCESS

A. Default Demand Response Offer. Customer will establish a default Demand Response Offer consistent with applicable SPP requirements that will be submitted by Company to SPP in the SPP Energy Market and/or Supplemental Reserve Market. Customer is responsible for including applicable elections and parameters in Attachment A of this Agreement.

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B. Updates to Demand Response Offer. Customer may update the parameters of its Demand Response Offer through submittal of an updated Attachment A. In order to be incorporated into the SPP Integrated Marketplace and/or Energy Market, Company must receive Customer's updated Demand Response Offer ninety (90) days before the offer update is to be effective. These updated Demand Response Offer parameters will be used for the Customer's Real-Time Market offer for the following quarter. Updated Demand Response Offer parameters will be effective and will replace the Customer's default Demand Response Offer going forward unless requested by Customer. Company may alter Customer's Demand Response Offer by increasing the resource's notice time to allow Company time to communicate SPP instructions to Customer.

C. Event Notification. For all products, Customer must be capable of receiving and acknowledging start and stop instructions through electronic, telephonic, or other means to be determined by Company. Customer must be capable of receiving and following SPP dispatch instruction, which will be relayed to Customer by Company through electronic means to be determined by Company. Participation in the Supplemental Reserves Market requires customer to be on the No Notice Option.

ARTICLE III. REGISTRATION

Customer must submit all information required by SPP for market registration at least 90 days prior to the applicable SPP deadline for the quarterly commercial model update in which Customer wants to register. All testing as may be required by SPP, which will require interaction between Company and Customer, must be completed before the SPP deadline.

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ARTICLE IV. SETTLEMENTS & AVAILABILITY NOTIFICATION

A. Monthly Settlements. Customer will be eligible for compensation for energy-only load reduction for participating in an event when cleared and dispatched by SPP in the SPP Energy and Supplemental Reserve Markets and/or for qualifying amount of capacity registered and cleared. SPP settlement information will be used as the basis to establish Customer compensation. Subject to the provisions of SPPIM Tariff, Company will retain 30% of any net SPP revenues related to participation under this SPPIM Agreement received during the monthly billing period. Customer is responsible for all charges, fees, and/or penalties by SPP as set forth in the SPPIM Tariff.

B. Customer Operational Issues. Compensation is not provided for any load reduction planned or unplanned for any reason other than notification by Company to Customer of a cleared Demand Response Offer in the SPP Day-Ahead and Real-Time wholesale markets and/or for qualifying amount of capacity registered and cleared. Customer shall not receive compensation for any SPP-called event during which Customer's firm load(s) is already reduced from the applicable Consumption Baseline due to planned or unplanned outage as a result of renovation, repair, refurbishment, maintenance outage, force majeure event, strike, or any event that otherwise affects Customer's normal operating condition.

Customer must immediately notify Company if load reduction is unavailable due to a forced or unplanned outage/shutdown or other physical operating restriction. Forced outages are defined as: equipment is out of service at the time of the request or is operable but is known to be compromised and must be taken out of service. In the event of a forced outage, it is the Customers duty to inform Company immediately without delay. Customer is responsible for all charges, fees, and/or penalties imposed by SPP due to the unavailability of Customer's load reduction.

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Planned outages must be provided to Company. Planned outages are as defined as: resource is known to be operable with little risk of a forced outage, and Customer desires to perform preventative maintenance, troubleshooting, repairs that are not viewed as urgent, system improvements such as capacity upgrades, the installation of additional facilities, or the replacement of equipment due to obsolescence. In the event of a planned outage/shutdown, Company must receive notification from Customer at least 14 calendar days before the day that the load reduction is unavailable. Notifications received with less than 14 calendar day notice may result in Customer being subject to charges, fees, and/or penalties imposed by SPP due to the unavailability of Customer's load reduction. Customer's inability to provide the offered load reduction amount is subject to verification by Company.

C. Interruption of Service. If electric service is interrupted during a SPP-called event, Company shall not be responsible for compensating Customer for energy reductions in excess of the amount received by Company from SPP. Electric service may be interrupted without limitation for accidents, adverse weather, equipment failures or malfunctions, or periods of involuntary load curtailment. Additionally, Customer shall not receive any compensation for any event excluded pursuant to the applicable SPP Market Protocols.

ARTICLE VI. ASSIGNMENT

Customer may not assign this Agreement without the express written consent of Company.

ARTICLE V. FORCE MAJEURE

For purposes of this SPPIM Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of United

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States, the State of Texas, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this SPPIM Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this SPPIM Agreement are affected by the Force Majeure (other than any obligations incurred prior to or separate from the Force Majeure event) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

**ARTICLE VI. CONTRACT PERIOD, SCHEDULE AMENDMENTS,
AND CONTRACT TERMINATION RIGHTS**

The initial term of this SPPIM Agreement will be for 90 days from the Effective Date. Participation will continue after the initial term until and unless Company or Customer gives notice of termination of this SPPIM Agreement through a minimum of 90-day written notice. In the event the Commission approves any

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amendment or replacement or successor to SPPIM Tariff ("Amended Schedule"), and the provisions of the Amended Schedule conflict with the provisions of this SPPIM Agreement, then the Amended Schedule shall govern. If the Commission terminates the SPP IM Tariff, this Agreement shall terminate concurrent with the termination of the SPPIM Tariff. After termination of this Agreement, Customer shall still be responsible for true-ups to penalties and payments received by Company from the SPP for all transactions occurring prior to termination.

If the Customer fails to comply with SPPIM Tariff and/or this SPPIM Agreement during a SPP-called event, Company and Customer will discuss methods to comply during future SPP-called events. If Customer fails to perform consistent with this SPPIM Agreement including, but not limited to, failure to make timely payment of any net charges, fees, and/or penalties owed per SPPIM Tariff, or if there are system reliability issues created by the Customer's failure to adequately perform, Company may at its option suspend participation for 90 days or terminate this SPPIM Agreement. Participation will also terminate immediately upon notification to Company from SPP that the Customer is no longer eligible to participate in SPP's wholesale markets.

ARTICLE VII. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Customer and Company shall indemnify, defend and hold harmless the other Party and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees ("Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of either Party under this Agreement, (b) any act or omission of either Party, whether based upon that Party's negligence, strict liability

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or otherwise, in connection with the performance of this SPPIM Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to either Party's performance or non-performance under this SPPIM Agreement. Neither Party to this SPPIM Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this SPPIM Agreement.

ARTICLE VIII. DISPUTES

In the event of any dispute between the Parties arising out of or relating to this SPPIM Agreement, the Parties agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this SPPIM Agreement.

N
N
N

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ARTICLE IX. Other Notice

Except as otherwise provided herein, other notices or information that either party may desire to give to the other regarding this Agreement shall be given in writing to the following address, or to such other address as either of the parties shall designate in writing:

To: Xcel Energy
Attention: Demand Management / SPPIM Program Manager
401 Nicollet Mall
Minneapolis, MN 55401

To: Customer
Attention: _____

ARTICLE X. Successors Bound

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties respectively. Without limiting the foregoing, Customer shall: (1) cause any and all actions to be taken that are necessary to cause any successor or assign of Customer to be subject to and bound by the terms of this Agreement and the SPPIM Tariff; (2) upon any Change in Control, as defined below, cause any and all actions to be taken that are necessary in order for the electric service provided by Company at the Point of Delivery to continue to be provided pursuant to the terms of this Agreement and the SPPIM Tariff, and to cause a succeeding control entity to be subject to and bound by the terms of this Agreement and the SPPIM

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Tariff; and (3) shall notify Company of same. Failure to comply with this Article X shall be deemed to be a termination of this Agreement by Customer without complying with the Service Period requirements of the SPPIM Tariff and shall be subject to the Early Termination Penalty provided in the SPPIM Tariff.

For purposes of this Agreement, "Change in Control" includes, without limitation: a stock transfer or sale; change in voting control; change of name; merger; conversion; divisive merger; division; consolidation; reorganization; restructuring; dissolution; liquidation; transfer, sale, gift or lease of assets; change in a management or operational arrangement; temporary or permanent abandonment; temporary or permanent cessation of operations; or any other transaction or event that results in or causes Customer or its direct or indirect owner or owners to lose the capacity or ability to contract with respect to the electric service provided by Company to the Point of Delivery, or to be bound by the obligations under this Agreement and the SPPIM Tariff.

ARTICLE XI. Entire Agreement

This Agreement, together with its attachments, the SPPIM Tariff and the tariffs, rules and regulations of Company (as changed from time to time), constitute the entire agreement among the parties with respect to the electric service provided to Customer by Company under this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Southwest Power Pool Integrated Marketplace Demand Response Agreement in their respective names, by their duly authorized representatives as of the date and year first written above.

Southwestern Public Service Company:

Customer:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

N
N

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ATTACHMENT A – Customer Point(s) of Delivery with Capacity Commitment

Part 1. Customer Information

Customer Name	Premise Number	Meter Number

Part 2. Energy Market Bid Parameters

Energy Market Participation

SPP Interruptible Demand (MW)	
Energy Cost (\$/MWh)	
Startup Cost (\$/Interruption)	
Hourly Cost (\$/Hour)	

Part 3. Supplemental Reserve Market Parameters

Supplemental Reserve Market Participation

SPP Interruptible Demand (MW)	
Energy Cost (\$/MWh)	
Startup Cost (\$/Interruption)	
Hourly Cost (\$/Hour)	
Supplemental Reserve Activation Cost (\$/MW)	

If customer participates in both Energy Market and Supplemental Reserve Market, Capacity Commitment, Energy Cost, Startup Cost, and Hourly Cost from Energy Market Bid Parameters must match corresponding Supplemental Reserve Market Bid Parameters. By checking the Supplemental Reserve Market Participation box above, customer acknowledges that Supplemental Reserve Interruptions require customer to select the No Notice option.

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Part 4. Customer Elections

Number of Daily Interruptions

- 1 Interruption/Day & 7 Interruptions/Week
- 2 Interruptions/Day & 14 Interruptions/Week

Minimum Length of Interruption

- 4 Hour Minimum Interruption
- Waive 4 Hour Minimum Interruption

Interruption Notice Period

- No Notice
- 1-Hour Notice

**No Notice required for Supplemental Reserve Market Participation*

Minimum Downtime Between Events

- 2 Hour Minimum Downtime
- Waive 2 Hour Minimum, Downtime

N
N

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ATTACHMENT B – Customer Contact Information

Customer Name	
Service Address	
Premise Number	
Date	

You may provide up to 3 phone numbers and 2 Email addresses per contact.

Primary Contact

Name			
Title			
Phone Number(s)			
SMS Number(s)			
Email Address(es)			

Secondary Contact

Name			
Title			
Phone Number(s)			
SMS Number(s)			
Email Address(es)			

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Tertiary Contact

Name			
Title			
Phone Number(s)			
SMS Number(s)			
Email Address(es)			

N
N

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ATTACHMENT C – Company Contact Information

For general questions regarding this program, billing, equipment, or any other general inquiry, Customer should contact their Xcel Energy representative or contact the Business Solutions Center.

To report Customer Operational Issues as outlined in Article IV of the SPPIM Customer Agreement, please use the contact information provided below.

For general questions regarding this program, billing, equipment, or any other general inquiry, Customer should contact their Xcel Energy representative or contact the Business Solutions Center.

To report Customer Operational Issues as outlined in Article IV of the SPPIM Customer Agreement, please use the contact information provided below.

Energy Markets Control Center

Phone Number	
Email Address	

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The following files are not convertible:

Attachment RL-3 - Load & Resource
Tables.xlsx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.