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PUC DOCKET NO. 56921

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

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**PUBLIC UTILITY COMMISSION
OF TEXAS**

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

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

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

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

Mr. Benjamin B. Hallmark
Mr. James Z. Zhu
303 Colorado St., Suite 2750
Austin, TX 78701
(737) 261-8600
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DEFINITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

O'MELVENY & MYERS LLP

/s/ James Z. Zhu

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**ATTORNEYS FOR TEXAS INDUSTRIAL
ENERGY CONSUMERS**

CERTIFICATE OF SERVICE

I, James Z. Zhu, Attorney for TIEC, hereby certify that a copy of the foregoing document was served on all parties of record in this proceeding on this 17th day of September, 2024 by electronic mail, facsimile, and/or First Class, U.S. Mail, Postage Prepaid.

/s/ James Z. Zhu

James Z. Zhu

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PUBLIC SERVICE COMPANY TO	§	
AMEND ITS INTERRUPTIBLE	§	
CREDIT OPTION TARIFF, AND FOR	§	
APPROVAL OF A SOUTHWEST	§	PUBLIC UTILITY COMMISSION
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RESPONSE OPTION TARIFF AND AN	§	
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TEXAS INDUSTRIAL ENERGY CONSUMERS FIRST REQUEST FOR INFORMATION TO SOUTHWESTERN PUBLIC SERVICE COMPANY

- TIEC 1-1** Please explain why SPS is proposing language that completely eliminates the ability of customers to take advantage of multiple demand response or interruptible programs instead of more narrowly defining the limitation to only prevent the same kilowatt from being committed in two places?
- TIEC 1-2** Please state whether SPS agrees or disagrees with the following statement: the SPP allows load resources, including those in SPS’s service territory, to directly contract with third-party demand response aggregators as long as the load meets all SPP requirements. If not an unqualified agree, please explain why.
- TIEC 1-3** Please describe how SPS intends to implement a reporting requirement on third-party aggregators when the aggregator is not a party to the tariffs or agreements.

The following requests pertain to the Interruptible Credit Option Tariff, Sheet IV-177:

- TIEC 1-4** Please confirm or deny the following statement: the tariff allows the customer to establish a firm demand threshold, below which SPS will not require the customer to interrupt. If not confirm, please explain why.
- TIEC 1-5** Please confirm or deny the following statement: the tariff allows the customer to select a maximum number of interruptible hours per year, above which SPS will not require the customer to interrupt. If not confirm, please explain why.
- TIEC 1-6** Please explain the basis for establishing 300 kW as the minimum Interruptible Demand? Is this 300 kW number per Point of Delivery or aggregated across all customer load?
- TIEC 1-7** Please explain why SPS is proposing to limit commitment options to a single calendar year versus options for multi-year commitments.

- TIEC 1-8** Please provide the following information in “live” Excel format, including any links, formulas and with all cells unlocked, for all customer participants in the ICO Tariff for the past five years by year and for each Point of Delivery:
- a. CIL.
 - b. Contract firm demand.
 - c. Service level contracted.
 - d. Interruptible hours.
 - e. The date/time and number of actual hours interrupted.

In responding, customer participant names can be anonymized, as long as labeling is done such that the information can be grouped by customer class.

- TIEC 1-9** Does SPS attempt to ensure that interruptions are equally borne by all participants? If so, please describe how this is done and where in the tariff this concept is presented.
- TIEC 1-10** Has SPS conducted any analyses to demonstrate that it is spreading the interruption burden equally across customers? If so, please provide any such analyses.
- TIEC 1-11** Referring to page 9, please reconcile the reference to a 200 MW cap with page 4 of the Application, which states that SPS is seeking removal of the 200 MW cap.

The following requests pertain to the Interruptible Credit Option Agreement, Tariff Sheet V-34:

- TIEC 1-12** If the customer desires to “buy-through an economic interruption in advance,” how does that customer receive confirmation that its election was received and that this election was documented properly in SPS’s system?
- TIEC 1-13** Under section 6, “Notice of Interruption,” there appears to be a typographical error after the paragraph ending with “in section 4,” where it states “installation of additional facilities or the replacement of equipment due to obsolescence.” Please provide a corrected version of this section or clarify that it is correct as written.
- TIEC 1-14** Please explain the basis for a minimum of 14 days’ notice of any load reduction unavailability, and why a shorter notice period would not be sufficient.

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

- TIEC 1-15** In the Service Description for the Rider, it states, “Customers electing this optional alternate service agree to take firm service during off-peak hours only.” Is it SPS’s intention that the Rider limit participation to 100% of customer load instead of allowing a customer to select a partial load? If yes, please explain why partial load optionality exists in the ICO and SPP IM tariffs but not this Rider.

TIEC 1-16 Please provide all supporting workpapers used to calculate the demand charge penalty for failing to interrupt in “live” EXCEL format.

TIEC 1-17 Did SPS conduct any analyses, surveys, or benchmarking to understand customer receptiveness in establishing the 5-year commit and 3-year notice provisions given that this is a completely new program? If so, please provide all such information.

The following requests pertain to the SPP Integrated Marketplace Demand Response Option Tariff, Sheet IV-232:

TIEC 1-18 Referring to the Applicability section, the term “critical load” is lowercase and undefined. Please define “critical load,” including which authority(s) SPS will reference when making this determination.

TIEC 1-19 Referring to page 3, “SPP Integrated Marketplace Interruptions,” does the SPP Integrated Marketplace, which this tariff represents SPS will be administering on behalf of customers, require a similar 90-day or longer static commitment from SPS for similar parameters as to what SPS is requiring of customers? If no, please explain why SPS cannot accommodate a more dynamic modification of customer bidding to better match the SPP market.

TIEC 1-20 What are the benefits to customers of participating in this tariff instead of contracting with a third-party aggregator?

TIEC 1-21 Please reconcile SPS’s 90-day limitation on changing bids with the requirement to provide notice to the SPS if load is not available for interruption.

The following request pertains to the SPP IM DR Option Agreement, Tariff Sheet V-33:

TIEC 1-22 Please explain the basis for a minimum of 14 days’ notice of any load reduction unavailability, and why a shorter notice period would not be sufficient.

The following requests pertain to the Direct Testimony of Wesley L. Berger:

TIEC 1-23 Referring to page 7, lines 5-6, regarding the ICO Tariff, please describe:

- a. How SPS will determine its resource needs and whether it will be tied to existing processes or a separate process dedicated to this tariff.
- b. How SPS plans to translate its resource needs into a customer enrollment limit for this tariff.
- c. How the enrollment limit will be documented and communicated to potential participants in the program if it is not listed in the tariff.
- d. How SPS plans to manage the annual enrollment process in the event that SPS sets a customer enrollment limit for the upcoming year that would be

oversubscribed compared to the currently participating customer megawatts.

- e. How SPS plans to manage the annual enrollment process in the event that SPS is oversubscribed.

TIEC 1-24 Referring to page 7, lines 23-24, through page 8, line 1 (as one example), will any parts of the service agreements associated with each tariff or rider be negotiable? If yes, please identify those parts for each agreement.

TIEC 1-25 Referring to page 8, lines 7-8, please provide the customer agreements for tariffs that the Commission has approved for other utilities that are being referenced.

TIEC 1-26 Referring to page 19, lines 19-21, did SPS consider establishing a mechanism in the tariff to pass-through excessive compensation for events similar to what is referenced given the customer is the one having to interrupt or be penalized? If not, please elaborate on why it did not.

The following requests pertain to the Direct Testimony of Richard Lain:

TIEC 1-27 How much interruptible capacity is SPS seeking from load resources through these tariff changes?

TIEC 1-28 Referring to Table RL-3, did SPS consider modifying the ICO Tariff to align to a seasonal construct to potentially engage more participants (e.g., customers that may be able to participate in the summer but not the winter)? If yes, why was that not presented in this tariff? If no, why was it not considered, especially given the more acute need in the summer of 2027.

TIEC 1-29 Referring to page 28, lines 7-12, please elaborate on how the SPP IM Tariff defines “how Aggregators of Retail Customers who represent SPS’s retail customers with demand response capabilities can operate in the IM if they wish to engage with SPS’s customers.” Is SPS representing that customers must go through SPS in order to engage with an aggregator and participate in SPP’s demand response markets?

TIEC 1-30 Referring to pages 29-30:

- a. Did SPS benchmark the 30% credit sharing with any other utilities or third-party aggregators offering a similar service?
- b. Please provide all analyses SPS conducted that demonstrates that the expected revenue from a 30% credit sharing scheme will reasonably offset the expected incremental expenses.
- c. Provide the breakdown of the incremental expenses that SPS used to estimate the costs to enable this program.

- d. Did SPS estimate the minimum amount of participation required to generate revenue at or above expenses? If yes, please provide this information and any supporting workpapers showing how that was estimated.
- e. Did SPS include any mark-up or contingency margin in its cost estimate to arrive at the 30% credit sharing number? If yes, what would the credit sharing percentage be without the mark-up or contingency?

TIEC 1-31 Does SPS intend to administer the SPP IM program using its employees or is SPS intending to contract out the administration of the program to a third-party?