

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF SOUTHWESTERN)
PUBLIC SERVICE COMPANY'S)
APPLICATION FOR AUTHORIZATION)
OF LARGE CUSTOMER)
RENEWABLE*CONNECT PROGRAM)
AND TARIFF, AND OTHER)
ASSOCIATED RELIEF,)

SOUTHWESTERN PUBLIC SERVICE)
COMPANY,)

APPLICANT.)

CASE NO. 23-00__-UT

APPLICATION

I. Statement of Requested Relief

Southwestern Public Service Company’s (“SPS”) clean energy goals align with the energy policy goals of New Mexico. In furtherance of those goals, SPS seeks to expand available clean energy programs to its New Mexico customers. To that end, SPS is requesting approvals related to a new voluntary renewable energy purchase program, Large Customer Renewable*Connect (“Renewable*Connect” or “R*C”), which has been developed in direct response to interest from a number of SPS’s large commercial and industrial customers in a voluntary program that allows for the purchase of additional renewable energy that is in excess of what is currently required under the Renewable Energy Act (NMSA 1978, §§ 62-16-1 to 62-16-10 “REA”) and the applicable Renewable Portfolio Standard (“RPS”) requirements at a reasonable cost and under clear terms and pricing established in a Commission-approved tariff.

Renewable energy for the program will be sourced from the approximately 80 megawatts (“MW”) of non-jurisdictional generating capacity associated with two purchased power

agreements (“PPAs”) between SPS and Roswell Solar, LLC and Chaves County Solar, LLC (collectively referred to as the “Roswell-Chaves Solar Facilities”).¹ Additional background information on the proposed program are provided in Section V.C. below.

Subscriptions to the initial phase of the R*C program, referred to as R*C-I, will be available to SPS customers who receive electric service under the Company’s Large General Service Transmission (“LGS-T”) rate schedule (Rate No. 34) with over a 5 MW peak monthly demand at a single premise. Based on the remaining term of the PPA, to participate, customers must enter into a contract for a 10- or 16-year subscription term. SPS has determined there is sufficient interest in the proposed program to fully subscribe the R*C-I program phase under either term option. Customers that are not eligible for participation in the proposed R*C-I program may participate in SPS’s other voluntary renewable energy purchase program, Solar*Connect Community (“Solar*Connect”). Additional information regarding the terms of program participation are provided in Section V.D. below.

Subscribing customers will pay a monthly charge per megawatt-hour (“MWh”) for renewable energy purchased through the R*C-I program to recover SPS’s incremental costs of implementing and administering the program, including but not limited to SPS’s costs to acquire the renewable energy (including the associated Renewable Energy Certificates (“RECs”)),

¹ The ~80 MW portion of the Roswell-Chaves Solar Facilities generation capacity is “non-jurisdictional” because SPS has not received approval from either the Commission or the Public Utility Commission of Texas to treat this capacity as a system resource. The output from the non-jurisdictional share of the Roswell-Chaves Solar Facilities is paid for by SPS, and the market revenue, if any, and other attributes associated with the non-jurisdictional share of the facilities are retained by SPS.

curtailment and congestion costs associated with the delivery of the renewable energy, and all administrative costs. The monthly charge is designed such that subscribing customers will pay all incremental costs associated with the program to ensure no cross-subsidization by non-subscribers. Subscribers will also receive monthly bill credits, which are generally designed to ensure that subscribing customers: (1) pay only for their monthly energy consumption; (2) do not pay production related demand charges on the portion of their monthly load served by their subscribed share of R*C-I resource generating capacity; (3) do not pay fuel-related charges on the portion of their monthly load served by their monthly R*C-I renewable energy allocation; and (4) do not pay charges associated with SPS's compliance with the RPS on renewable energy acquired the program. Additional information on the monthly charge and available credits are provided in Sections V.E. and V.F. below.

Consistent with the REA, the New Mexico Public Utility Act (NMSA 1978, §§ 62-3-1 *et. seq.* "PUA"), and the New Mexico Public Regulation Commission's ("Commission" or "NMPRC") Rule 572 (17.9.572 NMAC), SPS requests entry of a final order that:

- (a) approves the terms and conditions of participation in the R*C-I program phase offering of SPS's proposed voluntary renewable energy purchase program, Renewable*Connect, including the subscription process, as set forth in the proposed R*C Rate Rider and associated customer agreement;
- (b) authorizes SPS's proposed use of the Roswell-Chaves Solar Facilities' approximately 80 MW of non-jurisdictional generating capacity to supply the R*C-I program phase;
- (c) approves SPS's proposed formula for calculating and applying the monthly customer (subscriber) charge for renewable energy purchased through the R*C-I program phase;
- (d) approves SPS's proposed monthly credits available to R*C-I program subscribers;

- (e) authorizes SPS to allocate a subscribing customer's unused energy² to the SPS system;
- (f) approves SPS's proposed methodology for crediting (or in some instances charging) subscribing customers for their unused energy;
- (g) approves the form of the proposed tariff, the Large Customer Renewable*Connect Rate Rider ("R*C Rate Rider"),³ as well as SPS's proposed process for implementing and annually updating the charge and credit components of the R*C Rate Rider; and
- (h) grants to SPS all other approvals, authorizations, waivers, or variances that the Commission determines are necessary for SPS to implement and effectuate the relief granted in this case.

In support of this Application, SPS states the following:

II. Jurisdiction and Affected Parties

1. SPS is a public utility as defined in Section 62-3-3(G) of the PUA.
2. The Commission has jurisdiction over this Application under the REA, the PUA, and Rule 572.
3. SPS provides retail electric service to customers in New Mexico and Texas, and also has engaged in wholesale electric power sales and interstate transmission of electricity. The Commission regulates SPS's New Mexico retail operations, and the Public Utility Commission of Texas regulates SPS's Texas retail operations. The Federal Energy Regulatory Commission

² A subscribing customer will have "unused energy" in a month in which the customer consumes less energy than the volume of energy allocated to the customer in accordance with the customer's subscribed generation share of the program resource.

³ A copy of the proposed R*C Rate Rider is included as Attachment RMS-3 to the Direct Testimony of SPS witness Ruth M. Sakya.

(“FERC”) regulates SPS’s wholesale power sales and SPS’s transmission of electricity in interstate commerce.

4. SPS’s principal office in New Mexico is located at 111 E. Fifth Street, Roswell, New Mexico 88201. SPS’s principal corporate office is located at 790 S. Buchanan, Amarillo, Texas 79101.

5. SPS is a wholly owned subsidiary of Xcel Energy Inc. (“Xcel Energy”), which is a holding company under FERC regulations adopted under the Public Utility Holding Company Act of 2005.⁴ In addition to SPS, Xcel Energy is the parent company of three other rate-regulated utility operating companies;⁵ a regulated natural gas pipeline company; a non-profit service company that was established under the authority of the Securities and Exchange Commission, but which is now under the supervision of FERC;⁶ three transmission-only operating companies, which are regulated by FERC;⁷ and other legal entities.

III. Authorized Representatives and Service of Documents

6. The following corporate representatives and attorneys of SPS should receive all notices, pleadings, discovery requests and responses, and all other documents related to this case:

⁴ 18 C.F.R. Part 366.

⁵ Northern States Power Company, a Minnesota corporation; Northern States Power Company, a Wisconsin corporation; and Public Service Company of Colorado, a Colorado corporation.

⁶ Xcel Energy Services Inc.

⁷ Xcel Energy Southwest Transmission Company, LLC; Xcel Energy Transmission Development Company, LLC; and Xcel Energy West Transmission Company, LLC.

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IV. Notice

7. SPS's proposed Notice to Customers is provided as Exhibit A. On the day SPS files this Application, it will serve the proposed Notice to Customers, a copy of this Application, and the supporting testimony, on the Commission's Utility Division Staff, the New Mexico Attorney General, and all parties in SPS's most recently completed RPS case (Case No. 22-00177-UT) and SPS's pending rate case (Case No. 22-00286-UT).

8. SPS will also publish notice of this Application in each newspaper having general circulation in SPS's service territory and will provide notice by direct mail to all affected customers, which is limited to those LGS-T customers eligible to participate in the program.

9. Following the Commission's approval of the terms and conditions of the Renewable*Connect program, SPS will file an advice notice and a revised R*C Rate Rider

consistent with the Commission’s final decision in this case with SPS’s annual RPS filing on July 1, 2024.

V. Background

A. SPS’s Clean Energy Transition

10. In 2018, Xcel Energy became the first utility in the nation to announce clean energy goals by committing to an enterprise-wide goal to achieve 80% carbon emission reductions by 2030 and an aspirational goal to serve customers from 100% carbon-free electric generation by 2050. Since this announcement, Xcel Energy, through each of its four utility operating companies, has made progress towards these goals by working with policy makers, regulators, communities, customers, intervenors, and other stakeholders to advance the clean energy transition in each of the eight states served by Xcel Energy. SPS’s customers in New Mexico and Texas continue to be served by an increasingly clean electric generation fleet composed of a diverse and reliable mix of resources and technologies.

11. SPS’s and Xcel Energy’s clean energy goals align with the energy policy goals of New Mexico. In 2019, New Mexico expanded its renewable energy goals through the passage of the Energy Transition Act (“ETA”), establishing new renewable energy and zero-carbon targets to be achieved by the state’s electric utilities. Those targets, codified in the REA, included serving 40% of total New Mexico retail sales with renewable resources by 2025, 50% by 2030, 80% by 2040, and a goal of 100% of total New Mexico retail sales served by carbon free resources by 2045. While these targets are specifically related to the amount of *New Mexico* retail sales served by renewable resources by 2040 and carbon free resources by 2045, SPS’s and Xcel Energy’s

overall clean energy goals follow a relatively similar trajectory of emissions reductions with expectations for increased penetration of renewable resources over this time horizon. Notably, SPS is currently well positioned to meet the REA requirements in the coming years, including achievement of the target to serve 50% of total New Mexico retail sales with renewables by 2030. SPS's current renewable energy mix is approximately 40%, however SPS banks RECs for future compliance and has only retired enough RECs to meet the 20% compliance requirement..

B. Voluntary Renewable Energy Purchasing Program Mandate

12. Section 62-16-7(B) of the REA provides that the Commission “may require that a public utility offer its retail customers a voluntary program for purchasing renewable energy that is in addition to energy provided by the public utility pursuant to the renewable portfolio standard, under rates and terms that are approved by the commission.” Acting on this authority, the Commission adopted Rule 572.18, which directs public utilities to offer a voluntary renewable energy tariff for those customers who want the option to purchase additional renewable energy.⁸

13. In accordance with the REA and Rule 572.18, SPS currently offers a voluntary renewable energy purchase program through its Solar*Connect program. The Solar*Connect program and its corresponding tariff, the Solar*Connect Community Rate Rider (“Solar Connect Rider”), were approved by the Commission on September 11, 2019.

14. Solar*Connect, allows customers (primarily residential and small commercial customers) to purchase additional amounts of renewable energy for a premium above base rates.

⁸ See 17.9.572.18 NMAC.

C. Proposed Renewable*Connect Program

15. It is SPS's understanding that a number of its large commercial and industrial customers have individual sustainability goals and directives.

16. The proposed R*C program is an additional voluntary renewable energy purchase program designed to meet the interest of SPS's larger customers. Although Solar*Connect is an ideal program for residential and small commercial customers, it is limited in size and unable to satisfy the level of additional renewable energy that large commercial and industrial customers are interested in acquiring. Large customers have indicated interest in a utility-provided solution.

17. Consistent with 62-16-7(B) of the REA, the R*C program was developed in direct response to interest from large commercial and industrial customers for additional and more appropriately sized renewable energy products supplied by SPS, at a reasonable cost and under clear terms and pricing established in a Commission-approved tariff. Through the program, eligible large commercial and industrial customers will have the option to acquire, pursuant to a regulated tariff, a portion of their energy needs specifically from identified clean energy resources. This subscribed energy would be beyond and in addition to the clean energy resources serving customers on SPS's system today.

18. The R*C program could be implemented in multiple phases. The first phase of the program, R*C-I, will utilize the non-jurisdictional generating capacity (~80 MW) of the Roswell-Chaves Solar Facilities and be implemented in accordance with the terms and conditions described herein. If the Commission approves the R*C-I program in this case and there is demonstrated

customer interest in a future resource, a future program offering could balance customer interest in additional renewable products with the long lead times required to develop electric generation resources. A future offering could allow for expansion of the program. To facilitate such expansion, SPS would need to identify and acquire appropriately sized and priced resources.

19. Ultimately, if SPS's customers request program expansion and SPS can identify and acquire an appropriate resource, there may be opportunities for SPS to develop and seek Commission approval of a future Renewable*Connect program phases. SPS would expect that the general formulas for calculating a subscribing customer's monthly R*C charge and credits would be the same or similar for future offerings. Accordingly, Commission approval in this case of the methodology for calculating and updating annually the charge and credits during the R*C-I phase would inform and expedite the development of a future R*C offering.

20. Because the renewable resources that will supply the R*C-I program phase are already operating, SPS could begin providing energy through the R*C-I program offering approximately one year following Commission approval. SPS proposes that the R*C-I program phase open for new subscriptions in 2025, dependent on when SPS receives Commission approval.

D. Terms & Conditions of Participation in R*C-I Program Phase

21. Eligible customers will have the option to subscribe to purchase, on a per premise basis, a minimum 5 MW (with additional 1 MW increments available above the minimum) share of the Roswell-Chaves Solar Facilities' non-jurisdictional generation. Because customers will enroll on a per-premise basis, any premise to be enrolled in the program would have to have a minimum monthly peak of 5 MW. Further, for each premise, a customer can subscribe for a

generation share that is no greater than the annual peak for the most recent twelve-month period at the premise at the time of subscribing.

22. For the R*C-I program phase, SPS will offer contract terms of either 10 or 16 years. SPS has received indications from eligible customers demonstrating there is sufficient interest in the R*C-I program phase to fully subscribe the program under either of the two proposed contract term options. The 16-year term offering is based on and tied to the remaining term of the Roswell-Chaves Solar Facilities PPAs. Thus, going forward, the length of the offering will adjust consistent with the remaining length of the resource PPAs.

23. Although customers will be subscribing to the R*C-I program phase based on an overall generation share (per MW) of the Roswell-Chaves Solar Facilities' non-jurisdictional generating capacity, their monthly renewable energy allocations (in MWh) will be tied to the Roswell-Chaves Solar Facilities' actual monthly generation. This approach is consistent with that taken in SPS's existing Commission-approved voluntary renewable energy purchase program, Solar*Connect, and is done to ensure that generation from the facilities supplying the R*C-I program will match the subscribed demand—i.e., ensuring the program is not over-subscribed. Additionally, this approach will allow SPS to precisely measure when the R*C-I program is fully subscribed.

24. To determine an R*C-I subscriber's monthly renewable energy allocation, SPS will multiply the customer's subscription share percentage—i.e., the ratio of the subscriber's generation share (in MW) to the total non-jurisdictional generating capacity of the Roswell-Chaves

Solar Facilities (~80 MW)—by the actual monthly non-jurisdictional generating capacity of the Roswell-Chaves Solar Facilities.

25. The R*C-I program phase is designed to ensure no harm to and no cross-subsidization by non-subscribers. Specifically, the R*C-I program phase is designed such that subscribing customers will pay all incremental costs associated with the program, including but not limited to SPS's costs to acquire the renewable energy, including the costs of associated RECs, and all administrative costs. In exchange for being responsible for all incremental costs associated with the program, R*C-I program subscribers will be provided with certain bill credits. The R*C-I charge and credits are discussed in Sections V.E. and V.F. below.

26. While customers have expressed interest in the R*C-I program phase, undersubscription—i.e., a situation in which SPS would be obligated to supply less energy through the program than is produced by the program resource—is possible.

27. In the event that the R*C-I program is undersubscribed, SPS will remain responsible for the costs associated with all energy generated by the Roswell-Chaves Solar Facilities' non-jurisdictional generating capacity, as it is today. Specifically, SPS is committing to not seek any incremental costs associated with unsubscribed energy during the R*C-I program phase from non-subscribing customers because the program resource—i.e., the Roswell-Chaves Solar Facilities—is a non-system resource. However, annual incremental costs associated with the program that would not have been incurred but for the program—e.g., costs of RECs and administrative costs necessary to implement the program—that are not collected in a particular year due to undersubscription of the program will be trued up in SPS's annual updates, discussed

in Section VII. below, and reallocated among the existing program subscribers. This process will protect non-subscribers from bearing incremental costs associated with the R*C-I program phase.

28. A subscribing customer may terminate their subscription prior to the completion of their subscription term by providing SPS written notice at least sixty (60) days before the desired Early Termination Effective Date (“ETE Date”). The terminating customer, however, will be subject to a monthly termination fee. The early termination fee will be billed monthly and will equal the customer’s financial commitment to the subscribed energy over the remainder of the customer’s terminated subscription term. Specifically, on a monthly basis, from the ETE Date until what would have been the final month of the customer’s subscription term, SPS will bill the terminating customer all R*C-I program charges and apply all R*C-I program credits as if the customer’s subscription remained in effect and the subscribed renewable energy allocation was fully consumed by the customer. As a result of this fee, SPS is positioned to protect non-subscribing customers from bearing incremental costs associated with the R*C-I program phase.

29. A terminating customer will be relieved of the obligation to pay the early termination fee if another eligible customer fully subscribes to the customer’s subscription share before the terminating customer’s ETE Date. In addition, in the instance in which there is no alternate, eligible customer willing to assume the terminating customer’s contracted energy commitment, SPS will attempt to sell the unsubscribed energy. Any revenues from such sales—in excess of the costs of the energy to SPS and administrative costs associated with effectuating the sale—will be used to offset the monthly early termination fee. However, in no month will the

terminating customer receive a credit from the sale of energy that exceeds the monthly early termination fee.

E. R*C-I Program Phase Monthly Charge

30. In general, R*C-I subscribers will pay a monthly \$/MWh charge for renewable energy purchased through the R*C-I program. As noted above, the monthly R*C-I charge is designed to recover SPS's incremental costs of administering and implementing the program.

31. The monthly R*C-I Charge is composed of: (1) the \$/MWh hour cost of the R*C-I program resources—i.e., the Roswell-Chaves Solar Facilities; (2) the \$/MWh hour total resource net curtailment and congestion costs associated with the delivery of the renewable energy acquired through the program; (3) a \$/MWh charge for the incremental program-specific administration costs; and (4) full subscription incentive charge for those customers contracting for a 10-year program term. SPS witness Ruth M. Sakya describes the calculation of the monthly R*C-I charge. SPS witness Brooke A. Trammell addresses the reasonableness of the individual charge components.

32. The R*C-I charge will be applied to subscribing customers on top of their established LGS-T rate schedule charges. Therefore, the total monthly cost for renewable energy acquired through the program will be determined by multiplying the applicable R*C-I charge by the subscriber's monthly renewable energy allocation (in MWh) consumed during the billing period.

33. Although SPS will update the estimated R*C-I charge in its 2024 RPS filing, and the R*C-I customer charge will be reconciled such that it is based on actual costs, based on current

costs the estimated monthly R*C-I charge for the first year of the program (2025) for the 10- and 16-year term is: \$41.44 and \$41.03 per MWh, respectively. In her workpapers, Ms. Sakya provides a sample calculation of a subscribing customer's monthly bill for renewable energy purchased through the R*C-I program.

34. SPS recognizes that it is possible that a portion of a customer's subscribed monthly R*C-I renewable energy allocation could go unused. In other words, it is possible that a subscribing customer's monthly load could be less than their monthly R*C-I renewable energy allocation. However, because all energy delivered from the R*C-I program resources—i.e., the Roswell-Chaves Solar Facilities—in a month must be used, SPS proposes to allocate a customer's subscribed but unused energy to the SPS system at the unused energy rate, which, as SPS witness Ms. Sakya explains, is based on Locational Marginal Price for energy at the Roswell-Chaves Solar Facilities settlement locations, as determined by the Southwest Power Pool, Inc. (“Southwest Power Pool”).

35. SPS proposes that the total monthly R*C-I charge for a subscribing customer with unused energy be based on the customer's full monthly R*C-I renewable energy allocation, including the unused energy. However, SPS will apply a credit (or in some instances a charge)⁹ to the customer's total R*C-I charge.¹⁰ As explained by Ms. Sakya, the total unused credit/charge

⁹ It is possible for this to be a charge, depending of the Southwest Power Pool LMPs and/or natural gas prices.

¹⁰ As explained by Ms. Sakya, when determining a customer's total monthly R*C-I charge, SPS begins by calculating the REC costs, which will be recovered from the customer, regardless of the unused energy

(in \$) to be applied against the total R*C-I charge will be determined by multiplying the volume of unused energy (measured in MWh) by the unused energy rate (\$/MWh).

36. As discussed by SPS witness Ms. Trammell, SPS's proposed treatment of a subscriber's unused energy reasonably balances the interests of all potentially affected parties—subscribers, non-subscribers, and SPS. As to subscribers, the unused energy credit/charge ensures they are compensated or charged for the unused portion of their monthly R*C-I renewable energy allocation that was assigned to the SPS system and used by non-subscribers. For non-subscribers, as explained by Ms. Sakya, the rate at which SPS proposes to charge for the unused energy allocated to the SPS system reflects SPS's avoided costs associated with the Roswell-Chaves Solar Facilities. This methodology ensures non-subscribers remain indifferent between the cost of energy generated by the R*C-I program resources and the cost of energy generated by other resources that might have been procured. Finally, for SPS, the proposal protects the company from absorbing all costs associated with unused subscribed energy.

F. R*C-I Program Phase Monthly Credits

37. Subscribing customers will receive four credits applied to their monthly bill for energy purchased under R*C-I: a demand charge credit; an energy charge credit; a Fuel and Purchased Power Adjustment Clause ("FPPCAC") charge credit; and a RPS Cost Rider charge credit. Generally, these credits are designed to ensure that subscribing customers: (1) pay only for

credit/charge. Consequently, SPS will retire all RECs associated with the subscribing customer's monthly R*C-I renewable energy allocation on behalf of the customer.

their monthly energy consumption; (2) do not pay production related demand charges on the portion of their monthly load served by their subscribed share of R*C-I resource generating capacity; (3) do not pay fuel-related charges on the portion of their monthly load served by their monthly R*C-I renewable energy allocation; and (4) do not pay charges associated with SPS's compliance with the RPS on renewable energy acquired through the program.

38. Each month, R*C-I subscribing customers will be charged for their full monthly energy usage based on their existing Commission-approved rates. However, energy procured through the R*C-I program is replacing energy that would have been purchased from SPS at the subscribing customer's existing rate. Accordingly, to ensure that the subscribing customer is not charged twice for the same volume of energy, it is reasonable for SPS to provide the customer a credit equal to what the customer paid for the subscribed energy volume at the customer's standard rate. SPS witness Ms. Sakya discusses how the energy charge credit will be calculated and applied to a subscribing customer's bill.

39. Each month, R*C-I subscribers will be charged all applicable demand charges (which includes costs for both production and transmission) for each kW of measured demand used at the subscribed premise based on their existing Commission-approved rates. However, the R*C-I program resource production capacity will be used to meet some or potentially all of the subscribing customer's measured demand. Consequently, the demand charge credit is reasonable because it provides a credit equal to the production component of the demand charges paid on the portion of the customer's actual monthly measured demand served by their subscribed generation share of the R*C-I program resource generating capacity. This credit is reasonable as it is based

on SPS's embedded generation capacity costs and ensures the R*C-I customers do not pay for both embedded generation and generation capacity acquired through the R*C-I program. SPS witness Ms. Sakya discusses the formula for determining a customer's monthly demand charge credit.

40. Each month, subscribing customers will be assessed monthly FPPCAC charges on their total energy usage based on the Commission approved FPPCAC rate. SPS is providing subscribing customers with the proposed FPPCAC charge credit to compensate them for the fuel and purchased power costs paid by the customer associated with energy that has been replaced by the zero-fuel cost renewable energy acquired through the R*C-I program. In other words, SPS will credit subscribers for the FPPCAC factor (\$/kWh) multiplied by the portion of the subscribing customer's monthly R*C-I renewable energy allocation consumed during the applicable billing period. SPS witness Ms. Sakya provides an example of how the FPPCAC offset will be calculated and applied to a subscribing customer's bill.

41. Section 62-16-7(B)(3) of the REA provides that renewable energy purchased by a customer through a voluntary renewable program shall "not be subject to charges by the public utility to recover costs of complying with the renewable portfolio standard requirements...." Accordingly, SPS is providing subscribing customers with the proposed RPS Cost Rider charge credit to ensure that the renewable energy acquired through the R*C-I program is not subject to the costs associated with SPS's compliance with the RPS standard. SPS witness Ms. Sakya provides an example of how the RPS Cost Rider cost offset will be calculated and applied to a subscribing customer's bill.

G. Estimated Monthly Bill Impacts

42. The estimated average monthly bill impact for R*C-I program participants will vary based on their consumption levels and subscription term. SPS has calculated the summer and winter bill impacts of a hypothetical subscribing customer taking power at 69 kV and 115 kV+, at different subscription levels, for at each of the two subscription terms (10-year or 16-year). The estimated bill impacts are discussed in the testimony of Ms. Sakya and presented in Attachment RMS-4 of her testimony.

VI. R*C-I Program Initial Implementation

43. Upon Commission final approval of the R*C program, SPS will begin implementation of the program in accordance with the following timeline:

Implementation Phase	Duration
• Customer Notice Period	Seven (7) Calendar Days after Commission approval of the R*C program.
• Customer Evaluation Period	Thirty (30) Calendar Days after completion of the Customer Notice Period.
• Company Evaluation Period	Thirty (30) Calendar Days after the completion of Customer Evaluation Period.
• Customer Subscription Period	Sixty (60) Calendar Days after the completion of the Company Evaluation Period.

44. Within seven days of Commission final approval, SPS will send all eligible customers a Program Interest Query Form to identify their interest in the R*C-I program phase, a copy of SPS's subscription process summary document, a copy of the Large Customer

Renewable*Connect Program Agreement, a copy of the form of the estimated R*C Rate Rider for 2025, and a one bill cycle cost estimate for customer participation at the applicable premises. Customers will have 30 calendar days to remit their Program Interest Query Form to SPS and the Xcel Energy Renewable Choice Program Manager upon which SPS will have 30 days to evaluate customer interest requests. When evaluating customer interest requests, SPS will allocate the available non-jurisdictional generating capacity from the Roswell-Chaves Solar Facilities on a pro-ratio share among interested customers within reasonable ranges. If subscription availability remains, SPS will allocate the remaining generating capacity, giving preference to customers who have indicated a willingness to subscribe for the 16-year term. After reviewing and evaluating all participation requests, SPS will inform customers of their proposed subscription levels. Selected participants will have 60 days to remit their signed Commission-approved participation agreement to SPS.

45. Based on its communications with customers, SPS believes that it will fully subscribe the Renewable*Connect program through its initial enrollment. However, to the extent the R*C-I program is not fully subscribed during the initial enrollment period, a first come, first served open enrollment process will be initiated. If customer demand exceeds the program's available generation, SPS will maintain a waitlist and notify customers of the opportunity to subscribe and receive energy that becomes available (through subscription termination or the expiration of 10-year term subscriptions). SPS will also maintain a waitlist for customers interested in the R*C-I program should SPS expand the program in the future.

VII. Implementation and Annual Update of R*C Rate Rider

46. SPS proposes implementation of the R*C-I program phase beginning in 2025.

47. SPS proposes to file a compliance advice notice and R*C Rate Rider consistent with the Commission's final decision in this case with its annual RPS filing on July 1, 2024. The R*C Rate Rider will be based upon the Commission-approved rates, terms, and conditions and the R*C rate calculation methodology updated to reflect the most current R*C charge and credit components. This should allow for implementation of the R*C-I program phase beginning in 2025.

48. Certain components used to calculate the monthly R*C-I charge, credits, and the unused energy charge will need to be updated annually. To effectuate these updates, SPS proposes to submit informational filings, along with an advice notice, with its annual RPS filings. The advice notice will include the revised R*C-I program charge for the upcoming year. The informational filing will include workpapers supporting the calculation of the R*C-I charge, any updated credit components, and the unused energy billing components. The informational filing will also include an updated forecast of annual solar generation from the Roswell-Chaves Solar Facilities that will be used in the calculation of the R*C-I charge and credits.

49. Consistent with the Commission-approved process for updating the Solar*Connect Rider, the scope review of SPS's annual R*C program informational filings would be limited to:

- whether SPS has properly applied the approved methodology to calculate the updated R*C-I charge and credits; and
- whether the data included in the informational filing is accurate and otherwise proper.

VIII. Miscellaneous Matters

50. In support of its Application, SPS is concurrently filing the direct testimony of the following three witnesses:

Brooke A. Trammell, whose testimony:

- summarizes Xcel Energy’s clean energy goals and progress towards meeting those goals;
- identifies SPS’s existing voluntary renewable energy purchase program—i.e., Solar*Connect;
- explains that, consistent with the REA and Rule 572, SPS developed and is proposing the Large Customer R*C program in response to requests from large commercial and industrial customers for a voluntary renewable energy purchase program that will facilitate their ability to meet their own renewable energy and sustainability goals;
- provides an overview of SPS’s proposed Large Customer R*C program;
- describes the renewable resources that will supply energy for the initial phase of the R*C program, R*C-I;
- explains how SPS has designed the R*C-I program phase to insulate and protect non-subscribing customers from any incremental costs associated with the program;
- discusses the reasonableness of the terms and conditions for participation in the R*C-I program phase, including the monthly charge components and credits associated with renewable energy acquired through the program, the proposed termination fee, and the proposed rate treatment associated with a subscribing customer’s unused energy; and
- addresses SPS’s suggestions related to scaling of the proposed Large Customer R*C program, if this initial offering is approved by the Commission and there is demonstrated customer interest in future expansion of the program.

Ruth M. Sakya, whose testimony:

- describes SPS's proposed formula for calculating and applying the customer (subscriber) charge for the proposed R*C-I program phase;
- discusses the calculation of the estimated R*C-I charge and monthly bill credits for the first year of the proposed program (2025);
- describes the proposed monthly bill credits that R*C-I subscribing customers will receive;
- describes the methodology for calculating the monthly credit/charge for unused energy;
- presents the form of the proposed tariff, the R*C Rate Rider (provided as Attachment RMS-3 to Ms. Sakya's testimony), and SPS's proposed process for implementing and annually updating the charge and credit components of the R*C Rate Rider as part of SPS's annual RPS filings beginning in 2024; and
- provides estimated bill impacts for 2025 (the first year of the program) for customers (subscribers) who choose to participate in the R*C-I phase of the program.

Justin L. Smiley, whose testimony:

- identifies and explains the interest of large commercial and industrial customers for a product that fits their unique needs and desires concerning renewable energy, both in the near-term and longer term; and
- explains the overall R*C-I program offering to the customer including different lengths of contracts as well as how customers would register for the program.

IX. Relief Requested

For the reasons stated above, SPS respectfully requests that the Commission enter a final order that:

- (a) approves the terms and conditions of participation in the R*C-I program phase offering of SPS's proposed voluntary renewable energy purchase program,

Renewable*Connect, including the subscription process, as set forth in the proposed R*C Rate Rider and associated customer agreement;

- (b) authorizes SPS's proposed use of the Roswell-Chaves Solar Facilities' approximately 80 MW of non-jurisdictional generating capacity to supply the R*C-I program phase;
- (c) approves SPS's proposed formula for calculating and applying the monthly customer (subscriber) charge for renewable energy purchased through the R*C-I program phase;
- (d) approves SPS's proposed monthly credits available to R*C-I program subscribers;
- (e) authorizes SPS to allocate a subscribing customer's unused energy to the SPS system;
- (f) approves SPS's proposed methodology for crediting/charging subscribing customers for their unused energy;
- (g) approves the form of the proposed tariff, the R*C Rate Rider, as well as SPS's proposed process for implementing and annually updating the charge and credit components of the R*C Rate Rider; and
- (h) grants to SPS all other approvals, authorizations, waivers, or variances that the Commission determines are necessary for SPS to implement and effectuate the relief granted in this case.

Respectfully submitted,

By:  _____

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ATTORNEYS FOR SOUTHWESTERN PUBLIC SERVICE COMPANY

EXHIBIT A

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

)
)
IN THE MATTER OF SOUTHWESTERN)
PUBLIC SERVICE COMPANY’S)
APPLICATION FOR AUTHORIZATION)
OF LARGE CUSTOMER)
RENEWABLE*CONNECT PROGRAM)
AND TARIFF, AND OTHER)
ASSOCIATED RELIEF,) **CASE NO. 23-00__-UT**
)
SOUTHWESTERN PUBLIC SERVICE)
COMPANY,)
)
APPLICANT.)
)
)
)
_____)

PROPOSED NOTICE TO CUSTOMERS

NOTICE IS HEREBY GIVEN that:

1. On August 11, 2023, Southwestern Public Service Company (“SPS”) filed its Application with the New Mexico Public Regulation Commission (“Commission”) for approvals related to a new voluntary renewable energy purchase program, Large Customer Renewable*Connect (“Renewable*Connect” or “R*C”), which is set forth in the proposed Large Customer Renewable*Connect Rate Rider (“R*C Rate Rider”). Specifically, SPS requests that the Commission:

- A. approve the terms and conditions of participation in the initial phase of its Renewable*Connect program, referred to as the R*C-I program phase, including the subscription process, as set forth in the proposed R*C Rate Rider and associated customer agreement;
- B. authorize SPS’s proposed use of the approximately 80 megawatts (“MW”) of non-jurisdictional generating capacity associated with two purchased

power agreements (“PPAs”) between SPS and Roswell Solar, LLC and Chaves County Solar, LLC (collectively referred to as the “Roswell-Chaves Solar Facilities”) to supply the R*C-I program phase;

- C. approve SPS’s proposed formula for calculating and applying the monthly customer (subscriber) dollar per kilowatt-hour (“kWh”) charge for renewable energy purchased through the R*C-I program phase;
- D. approve SPS’s proposed monthly credits available to R*C-I program subscribers;
- E. authorize SPS to allocate a subscribing customer’s monthly unused energy¹ to the SPS system;
- F. approve SPS’s proposed methodology for crediting or, in some instances, charging subscribing customers for their unused energy;
- G. approve the form of the proposed tariff, the R*C Rate Rider, as well as SPS’s proposed process for implementing and annually updating the charge and credit components of the R*C Rate Rider; and
- H. grant SPS all other approvals, authorizations, waivers, or variances that the Commission determines are necessary for SPS to implement and effectuate the relief granted in this case.

2. Section 62-16-7 of the Renewable Energy Act (NMSA 1978, §§ 62-16-1 to 62-16-10 “REA”) provides the Commission may require utilities offer a voluntary program for purchasing additional renewable energy under a separate Commission-approved rate. Further, Commission Rule 572.18 (17.9.572.18 NMAC) directs public utilities to offer a voluntary renewable energy tariff for those customers who want the option to purchase additional renewable energy.

3. SPS developed and is proposing the Large Customer R*C program in response to requests from its large commercial and industrial customers for a voluntary renewable energy purchase program that will facilitate their ability to meet their own renewable energy and

¹ A subscribing customer will have “unused energy” in a month in which the customer consumes less energy than the volume of energy allocated to the customer in accordance with the customer’s subscribed generation share of the program resource.

sustainability goals. The R*C program will allow these customers the opportunity to purchase additional amounts of renewable energy that are in excess of what is currently required under New Mexico's REA and the applicable Renewable Portfolio Standard ("RPS") requirements at a reasonable cost and under clear terms and pricing established in a Commission-approved tariff.

4. The R*C program could be implemented in multiple phases. The first phase of the program, R*C-I, will utilize the non-jurisdictional generating capacity (~80 MW) of the Roswell-Chaves Solar Facilities to supply the new program. SPS's Application is limited to and seeks Commission approvals necessary to implement the R*C-I program phase.²

5. Customers who receive electric service under the Company's Large General Service Transmission ("LGS-T") rate schedule (Rate No. 34) with over a 5 megawatts ("MW") peak monthly demand at a single premises are eligible to participate in the R*C-I program phase.

6. Eligible customers will have the option to subscribe, on a per premises basis, for a minimum allocation share of 5 MW (with additional 1 MW increments available above the minimum) of the Roswell-Chaves Solar Facilities non-jurisdictional generating capacity. For each premises, a customer can subscribe for an allocation share that is no greater than the annual peak for the most recent twelve-month period at the premises at the time of subscribing.

7. For the R*C-I program phase, SPS will offer contract terms of either 10 or 16 years. The 16-year term offering is based on and tied to the remaining term of the Roswell-Chaves Solar Facilities PPAs. Thus, going forward, the length of the offering will adjust consistent with the remaining length of the resource PPAs.

² Ultimately, if SPS's customers request program expansion and SPS can identify and acquire an appropriate resource, there may be opportunities for SPS to develop and seek Commission approval of a future Renewable*Connect program phase.

8. Although customers will be subscribing to the R*C-I program phase based on an overall generation share (per MW) of the Roswell-Chaves Solar Facilities non-jurisdictional generating capacity, their monthly renewable energy allocations (in megawatt-hours (“MWh”)) will be tied to the Roswell-Chaves Solar Facilities’ actual monthly generation. This approach is consistent with that taken in SPS’s existing Commission-approved voluntary renewable energy purchase program, Solar*Connect Community (“Solar*Connect”), and is done to ensure that generation from the facilities supplying the R*C-I program will match the subscribed demand—i.e., ensuring the program is not over-subscribed. Additionally, this approach will allow SPS to precisely measure when the R*C-I program is fully subscribed.

9. To determine an R*C-I subscriber’s monthly renewable energy allocation, SPS will multiply the customer’s subscription share percentage—i.e., the ratio of the subscriber’s generation share (in MW) to the total non-jurisdictional generating capacity of the Roswell-Chaves Solar Facilities (~80 MW)—by the actual monthly non-jurisdictional generating capacity of the Roswell-Chaves Solar Facilities.

10. The R*C-I program phase is designed such that subscribing customers will pay all incremental costs associated with the program, including but not limited to SPS’s costs to acquire the renewable energy, including the costs of associated Renewable Energy Certificates (“RECs”), and all administrative costs. In exchange for being responsible for all incremental costs associated with the program, R*C-I program subscribers will be provided with certain bill credits.

11. While SPS has received indications from eligible customers demonstrating there is sufficient interest in the R*C-I program phase to fully subscribe the program under either of the two proposed contract term options, undersubscription—i.e., a situation in which SPS would be obligated to supply less energy through the program than is produced by the program resource—

is possible. In the event that the R*C-I program is undersubscribed, SPS will remain responsible for the costs associated with all energy generated by the Roswell-Chaves Solar Facilities' non-jurisdictional generating capacity, as it is today. Specifically, SPS is committing to not seek any incremental costs associated with unsubscribed energy during the R*C-I program phase from non-subscribing customers. However, annual incremental costs associated with the program that would not have been incurred but for the program—e.g., costs of RECs and administrative costs necessary to implement the program—that are not collected in a particular year due to undersubscription of the program will be trued up in SPS's annual updates, and reallocated among the existing program subscribers. This process will protect non-subscribers from bearing incremental costs associated with the R*C-I program phase.

12. R*C-I subscribers will pay a monthly dollar per MWh (\$/MWh) charge for renewable energy purchased through the R*C-I program. The monthly R*C-I Charge is composed of: (1) the \$/MWh hour cost of the R*C-I program resources—i.e., the Roswell-Chaves Solar Facilities; (2) the \$/MWh hour total resource net curtailment and congestion costs associated with the delivery of the renewable energy acquired through the program; (3) a \$/MWh charge for the incremental program-specific administration costs; and (4) full subscription incentive charge for those customers contracting for a 10-year program term.

13. The R*C-I charge will be applied to subscribing customers on top of their established LGS-T rate schedule (Rate No. 34) charges.

14. Although SPS will update the estimated R*C-I charge in its 2024 RPS filing, and the R*C-I customer charge will be reconciled such that it is based actual costs, based on current costs, the estimated monthly R*C-I charge for the first year of the program (2025) for the 10- and 16-year term is: \$41.44 and \$41.03 per MWh, respectively.

15. It is possible that a subscribing customer's monthly load could be less than their monthly R*C-I renewable energy allocation, resulting in unused subscribed energy. However, because all energy delivered from the R*C-I program resources—i.e., the Roswell-Chaves Solar Facilities—in a month must be used, SPS proposes to allocate a customer's subscribed but unused energy to the SPS system at the unused energy rate, which, is based on the Locational Marginal Price for energy at the Roswell-Chaves Solar Facilities settlement locations, as determined by the Southwest Power Pool, Inc. ("Southwest Power Pool"). SPS proposes that the total monthly R*C-I charge for a subscribing customer with unused energy be based on the customer's full monthly R*C-I renewable energy allocation, including the unused energy. However, SPS will apply a credit (or in some instances a charge)³ to the customer's total R*C-I charge.⁴ The total unused energy credit/charge (in \$) to be applied against the total R*C-I charge (in \$) will be determined by multiplying the volume of unused energy (measured in MWh) by the unused energy rate (\$/MWh).

16. Subscribing customers will receive four credits applied to their monthly bill for energy purchased under R*C-I: a demand charge credit; an energy charge credit; a Fuel and Purchased Power Adjustment Clause ("FPPCAC") charge credit; and a RPS Rider charge credit. Generally, these credits are designed to ensure that subscribing customers: (1) pay only for their monthly energy consumption; (2) do not pay production related demand charges on the portion of their monthly load served by their subscribed share of R*C-I resource generating capacity; (3) do

³ It is possible for this to be a charge, depending of the Southwest Power Pool Locational Marginal Price for energy at the Roswell-Chaves Solar Facilities settlement locations and/or natural gas prices.

⁴ When determining a customer's total monthly R*C-I charge, SPS begins by calculating the REC costs, which will be recovered from the customer, regardless of the unused energy credit/charge. Consequently, SPS will retire all RECs associated with the subscribing customer's monthly R*C-I renewable energy allocation on behalf of the customer.

not pay fuel-related charges on the portion of their monthly load served by their monthly R*C-I renewable energy allocation; and (4) do not pay charges associated with SPS's compliance with the RPS on renewable energy acquired through the program.

17. The estimated average monthly bill impact for R*C-I participants will vary based on the customer's consumption levels and subscription term. SPS has calculated the summer and winter bill impacts of a hypothetical subscribing customer taking power at 69 kV and 115 kV+ at different subscription levels for each of the two subscription terms (10-year or 16-year). The estimated bill impacts are discussed in the testimony of Ruth M. Sakya and presented in Attachment RMS-4 of her testimony. The following tables summarize the bill impacts at a 5 MW subscription, for a 16-year and 10-year term, respectively.

Table – 16 YRS, 5 MW Subscription

Comparison of Bills under Current Base Rates with Proposed R*C-I Rates

Description	Monthly Bill at Current Rates	Monthly Bill at R*C Rates	\$ Change	% Change
<u>Large General Service Transmission 69 kV (Summer)</u>				
4,200,000 kWh and 7,500 kW	\$ 192,928.96	\$ 188,910.54	\$(4,018.42)	-2.08%
<u>Large General Service Transmission 69 kV (Non-Summer)</u>				
4,200,000 kWh and 7,500 kW	\$ 179,546.08	\$ 183,694.56	\$ 4,148.48	2.31%
<u>Large General Service Transmission 69 kV (Annualized)</u>				
4,200,000 kWh and 7,500 kW	\$ 184,007.04	\$ 185,433.22	\$ 1,426.18	0.78%
<u>Large General Service Transmission 115 kV + (Summer)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 464,451.12	\$ 461,506.73	\$(2,944.39)	-0.63%
<u>Large General Service Transmission 115 kV + (Non-Summer)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 433,588.21	\$ 438,480.01	\$ 4,891.80	1.13%
<u>Large General Service Transmission 115 kV + (Annualized)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 443,875.85	\$ 446,155.58	\$ 2,279.73	0.51%

Table 10 YRS, 5 MW Subscription

Comparison of Bills under Current Base Rates with Proposed R*C Rates

Description	Monthly Bill at Current Rates	Monthly Bill at R*C Rates	\$ Change	% Change
<u>Large General Service Transmission 69 kV (Summer)</u>				
4,200,000 kWh and 7,500 kW	\$ 192,928.96	\$ 189,420.98	\$(3,507.98)	-1.82%
<u>Large General Service Transmission 69 kV (Non-Summer)</u>				
4,200,000 kWh and 7,500 kW	\$ 179,546.08	\$ 183,872.27	\$ 4,326.19	2.41%
<u>Large General Service Transmission 69 kV (Annualized)</u>				
4,200,000 kWh and 7,500 kW	\$ 184,007.04	\$ 185,721.84	\$ 1,714.80	0.93%
<u>Large General Service Transmission 115 kV + (Summer)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 464,451.12	\$ 462,000.74	\$(2,450.38)	-0.53%
<u>Large General Service Transmission 115 kV + (Non-Summer)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 433,588.21	\$ 438,652.31	\$ 5,064.10	1.17%
<u>Large General Service Transmission 115 kV + (Annualized)</u>				
11,000,000 kWh and 18,000 kW (average)	\$ 443,875.85	\$ 446,435.12	\$ 2,559.27	0.58%

18. Upon Commission approval, SPS will notify eligible customers of the opportunity to participate in the R*C-I program phase. SPS proposes implementation of the R*C-I program phase beginning in 2025, dependent on when SPS receives Commission approval.

19. The Commission has assigned Case No. 23-00 ___-UT to this Application, and correspondence, pleadings, inquiries, written comments, or other communications concerning this matter should refer to that case number.

20. By order issued in this case on _____, 2023, the Hearing Examiner has established the following procedural schedule and requirements for this case:

- A. Any person desiring to become a party (“intervenor”) to this case must file a motion for leave in conformity with Rules 1.2.2.23(A) and 1.2.2.23(B) NMAC on or before _____, 2023. All motions for leave to intervene shall be served on all existing parties and other proposed intervenors of record.
- B. A settlement conference shall be held on _____, 2023, at a location to be determined.
- C. The Commission’s Utility Division Staff shall, and any intervenor may, file direct testimony on or before _____, 2023. Alternatively, a stipulation may be filed on or before _____, 2023.
- D. Any rebuttal testimony or testimony in support of a stipulation shall be filed on or before _____, 2023.
- E. A public hearing will be held beginning at _____ on _____, 2023, commencing at _____ MST and continuing as necessary on _____, 2023. The hearing may be held remotely via the Zoom videoconferencing platform instead of in person. Access to and participation in the evidentiary hearing shall be limited to party-participants (i.e. counsel, witnesses, and other representatives of the parties), the Commissioners, and other Commission personnel. Zoom invitations to the evidentiary hearing shall be sent in due course to individuals on the Certificate of Service and all witnesses whose pre-filed testimony the parties seek to admit into evidence. Access to the hearing will be available to the public via live streaming on YouTube provided on the Commission’s website at www.nmprc.state.nm.us.

21. The Commission’s Rules of Procedure found at 1.2.2 NMAC will apply to this case unless modified by order of the Commission or Hearing Examiner. A copy of such Rules may be obtained from the offices of the Commission and are available online at the official NMAC website <http://www.srca.nm.gov/nmac-home/>

22. Any interested person may appear at the time and place of hearing and make written or oral comment via Zoom pursuant to 1.2.2.23(F) NMAC without becoming an intervenor. Such comments will not be considered as evidence in this case. Persons interested in providing public comment must request a Zoom invitation by e-mailing Ana Kippenbrock at ana.kippenbrock@state.nm.us by no later than 5:00 pm on _____, 2023. Public comments shall be limited to 3 minutes per speaker.

23. Interested persons may also submit written comments, which shall reference NMPRC Case No. 23-00____-UT, to the Commission via its Records Bureau’s email address at: prc.records@state.nm.us. However, as noted above, pursuant to 1.2.2.23(F) NMAC, comments will not be considered as evidence in this proceeding.

24. Any interested person may examine SPS’s Application, exhibits and related papers filed in this case on the Commission’s website at <https://edocket.nmprc.state.nm.us> or at the offices of SPS and the Commission at the following addresses:

Southwestern Public Service Company c/o Mike McLeod 111 East Fifth Street Post Office Box 1937 Roswell, New Mexico 88201 Telephone: 575-625-5499 or 1-800-895-4999	New Mexico Public Regulation Commission Docketing Office – Records Mgmt. Bureau 142 West Palace Ave. #300 Santa Fe, NM 87501 Telephone: 1-888-427-5772
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25. Anyone filing pleadings, documents or testimony in this case shall serve copies thereof on all parties of record and the Commission Staff via e-mail or first-class U.S. mail as

required by the Commission or the Hearing Examiner. Any such filings shall also be sent to the Hearing Examiner via e-mail and shall include versions created in Microsoft Word if available. Any such filings shall be e-mailed on the date they are filed with the Commission.

26. All documents mailed to the Commission and its personnel shall be mailed to: P.O. Box 1269, Santa Fe, New Mexico, 87504.

27. Anyone filing pleadings, testimony, and other documents in this case shall, until further notice, comply with the Commission's Electronic Filing Policy, as amended from time to time. This includes electronic filings by emailing in pdf format, with electronic signatures, to prc.records@state.nm.us within regular business of the due date in order to be considered as being timely filed. Documents received after regular business hours will be considered as being filed the next business day. Regular business hours are from 8:00 am to 5:00 pm MT. Pleadings, testimony and other documents shall also be served on all parties of record and Staff in the way or ways specified in the most recent Certified of Service issued in this case by the Hearing Examiner.

28. The procedural dates and requirements currently set in this case are subject to further order of the Commission or the Hearing Examiner. Interested persons should contact the Commission for confirmation of the hearing date, time, and place, since hearings are occasionally rescheduled.

29. Any person filing prepared testimony under 1.2.2.35(I) NMAC on behalf of a party shall attend the hearing and submit to examination under oath. No person shall testify at the hearing unless that person has pre-filed testimony.

30. Interested persons may appear at the time and place of hearing and make written or oral comment without becoming an intervenor. Written comments, which shall reference Case No. 23-00 ___-UT, also may be sent to the Commission at the email address provided in paragraph 22

above. However, pursuant to Rule 1.2.2.23(F) NMAC, comments shall not be considered as evidence in this case.

31. Additional details regarding this proceeding and its procedural requirements are set forth in the Hearing Examiner's [date] Procedural Order.

32. ANY PERSON WITH A DISABILITY REQUIRING SPECIAL ASSISTANCE IN ORDER TO PARTICIPATE IN THIS CASE SHOULD CONTACT THE COMMISSION AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE HEARING.

ISSUED at Santa Fe, New Mexico, this ____ day of ____ 2023.

NEW MEXICO PUBLIC REGULATION COMMISSION

Hearing Examiner

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

**IN THE MATTER OF SOUTHWESTERN)
PUBLIC SERVICE COMPANY’S APPLICATION)
FOR AUTHORIZATION OF LARGE)
CUSTOMER RENEWABLE*CONNECT)
PROGRAM AND TARIFF, AND OTHER) Case No. 23-00__-UT
ASSOCIATED RELIEF,)
)
SOUTHWESTERN PUBLIC SERVICE)
COMPANY,)
)
APPLICANT.)**

CERTIFICATE OF SERVICE

I CERTIFY that on this date I served upon the individuals listed below, via email only, a true and correct copy of *Southwestern Public Service Company’s Application and Direct Testimony of Brooke A. Trammell, Justin L. Smiley, and Ruth M. Sakya* was electronically sent to each of the following on this 11th day of August 2023.

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