

PUBLIC SERVICE COMPANY OF COLORADO

First Revised _____ Sheet No. 120

P.O. Box 840
Denver, CO 80201-0840

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Sheet No. 120

RESILIENCY SERVICE PROGRAM

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SCHEDULE RSP

AVAILABILITY

Service hereunder is available to Customers served under Small Commercial or Commercial and Industrial Secondary, Primary or Transmission Service who take service from a single metering point that receive a resiliency service.

PROGRAM DESCRIPTION:

The purpose of this Program is to provide resiliency services to Customers through Company ownership and operations of Resiliency Service Assets behind a Customer meter.

DEFINITIONS

BATTERY ENERGY STORAGE SYSTEM

The Company will install, operate, and maintain on-site Battery Energy Storage Systems to allow Customers to operate independently from the electric grid in the event of an emergency resulting in grid outage. As determined in the Customer Service Agreement, unless specified otherwise, and the Company's applicable Rules and Regulations related to Parallel Generation, Battery Energy Storage Systems must have metering capabilities for informational purposes and to quantify the Customer benefits during normal grid operations. The Company may also install, operate, and maintain additional equipment to accomplish automatic switching and control of Company or Customer owned Battery Energy Storage Systems interconnected to Customer systems or the Company's distribution or transmission system. Customers shall pay a Monthly amount for the Battery Energy Storage Systems and additional metering, switching, and control facilities in accordance with this tariff.

CUSTOMER SERVICE AGREEMENT

Customers must sign a Customer Service Agreement prior to taking service from this tariff. The Customer Service Agreement identifies the Resiliency Service Assets to be provided, describes the agreed operation and maintenance of Resiliency Service Assets being provided to Customers, and associated Charges, Program Charges, and Resiliency Charges as described below, and also provides Program Terms and Conditions. Company and Customer shall enter into a Customer Service Agreement only upon mutual agreement of both parties.

Customers elect to fund the Resiliency Service Assets according to this tariff. All Resiliency Service Assets are extraordinary or unusual, and extensive repairing or rebuilding of Company facilities may be necessary to accommodate Customers making application for service. Therefore, the Company reserves the right to require Customers to execute a contract with the Company for a 10, 15 or 20 year period of service.

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DEFINITIONS – Cont'd

DESIGN AND ENGINEERING AGREEMENT AND COSTS

The Design and Engineering Agreement is a separate contract from, and signed prior to, the Customer Service Agreement. The Design and Engineering Agreement stipulates that the Customer is responsible for all costs associated with Design and Engineering work conducted by the Company and its third-party vendor, regardless of whether or not the project is constructed. Customers that do move forward with construction will be able to pay for the Design and Engineering fees as specified in the Charges and Terms and Conditions sections below.

GENERATION ASSETS

The Company will install, operate, and maintain on-site Generation Assets, including but not limited to Solar Photovoltaic and Back-Up Generation Assets, to power a Battery Energy Storage System or otherwise to allow Customers to operate independently from the electric grid in the event of an emergency resulting in grid outage. Unless otherwise specified in the Customer Service Agreement, the Generation Assets must have metering capabilities to meet the Company's applicable Rules and Regulations related to parallel Generation. The Company may also install, operate, and maintain additional equipment to accomplish automatic switching and control of Company or Customer owned Generation Assets interconnected to Customer systems or the Company's distribution or transmission system. Customers shall pay a Monthly amount for the Generation Asset and additional metering, switching and control facilities in accordance with this tariff.

Non-dispatchable Generation Assets will not be installed, operated, or maintained by the Company under this tariff unless Customers also receive a Battery Energy Storage System Resiliency Service Asset from this tariff or have an existing Customer-owned behind the meter Battery Energy Storage System interconnected in parallel to the Company's system.

PROGRAM CHARGE CATEGORIZATION

Prospective projects under this tariff shall be categorized by the Company as either Stand Alone Back-Up Generator or Other Resiliency Projects. The Stand Alone Back-Up Generator Program Charge will be for Customer resiliency projects that only contain Back-Up Generation Assets and related switching and control equipment. The Other Resiliency Projects Program Charge will be for Customer resiliency projects that contain any other combination Generation Assets, including Back-Up Generation Assets and Battery Energy Storage Systems. Customers that wish to take service under this tariff shall be required to complete a Customer Service Agreement.

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DEFINITIONS – Cont'd

RESILIENCY SERVICE ASSETS

The Resiliency Service Asset is defined as the asset that will be owned, operated, and maintained by the Company on the Customer's behalf. Resiliency Service Assets can consist of Battery Energy Storage Systems, Generation Assets, Switching and Control Equipment or some combination of these as defined in this tariff.

SWITCHING AND CONTROL EQUIPMENT

The Company will install, operate and maintain on-site switching and control equipment associated with the operation of the Resiliency Service Asset. For the purposes of the Resiliency Services Program, control equipment refers to the hardware and software required for safe and effective integration of the Resiliency Service Asset with the distribution or transmission grid. Switching equipment refers to hardware that enables a microgrid to disconnect from the electric grid in times of an outage and utilize its own generation and storage assets to maintain power.

CHARGES

PRELIMINARY SCOPING FEE

Customer will be responsible for a preliminary scoping fee of \$1,000 to be paid during the scoping phase of the project. This cost covers early scoping and design work provided by the Company which is then used to inform detailed Design and Engineering work outlined in the Design and Engineering Agreement.

CUSTOMER CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

Customers will not be required to pay a minimum CIAC payment; however, the Company may require a minimum payment if a Customer fails to meet the Program's minimum credit thresholds. Customers will also be responsible for all Design and Engineering costs associated with the project as outlined in the tariff terms and conditions below.

PROGRAM CHARGES PER MONTH

Customers will pay one of the following Program Charges for the term specified in the Customer Service Agreement.

Stand Alone Back-Up Generator per Month	\$80
Other Resiliency Projects per Month	\$450

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RESILIENCY SERVICE PROGRAM

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CHARGES – Cont'd

RESILIENCY CHARGES PER MONTH

Customers will be charged a fixed Monthly Resiliency Charge for each Company-owned Resiliency Service Asset for the term specified in the Customer Service Agreement. Customer Costs related to interconnection of Resiliency Service Assets are not included in the Capital cost of the Resiliency Service Asset.

Resiliency Charge = $(C - CIAC) \times I / 12 + \text{Routine O\&M}$

C = Capital Cost of Company-owned Resiliency Service Asset

CIAC = Customer Contribution in Aid of Construction in accordance with this tariff

I = Annual Average Carrying Charges for the applicable Company-owned Resiliency Service Asset, as follows:

<u>Contract Term</u>	<u>10-Year</u>	<u>15-Year</u>	<u>20-Year</u>
<u>Carrying Charge</u>	<u>15.02%</u>	<u>12.14%</u>	<u>10.73%</u>

Routine O&M = Monthly routine operations and maintenance expense for the Resiliency Service Asset as defined in the Customer Service Agreement

ANNUAL AVERAGE CARRYING CHARGE

Annual average carrying charges for each Company-owned Resiliency Service Asset are derived from the Company's approved weighted average cost of capital applied to the Company-owned Resiliency Service Asset revenue requirements. The Annual Average Carrying Charge will reflect the actual qualifying tax treatments and will be described in the executed Customer Service Agreement to reflect qualifying investment or production tax credits. Carrying charges will be determined on an individual customer basis as defined in the Customer Service Agreement. Carrying Charges will be calculated based on the Company's weighted average cost of capital, the contract term, and type of equipment to be installed.

NON-ROUTINE O&M

The Customer will be invoiced separately for all O&M of Company-owned Resiliency Service Assets not considered routine. Non-routine O&M shall consist of any maintenance not defined as Routine O&M in the Customer Service Agreement and shall include all asset decommissioning costs.

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ASSET FAILURE OR REPLACEMENT

In the event a Resiliency Service Asset fails before the end of the Customer Service Agreement term, and the cost is not under warranty or insured, the Customer will be responsible for any undepreciated value of the failed Resiliency Service Asset. Customer shall also be responsible for the full cost of replacement if the Customer elects to have the failed Resiliency Service Asset replaced.

TRANSFER OF ASSET OWNERSHIP

After the term or termination of a Customer Service Agreement, ownership of Resiliency Service Assets will be transferred to the Customer or retained by the Company as specified below.

After the term or termination of a Customer Service Agreement and pursuant to the terms of the Customer Service Agreement, Company shall transfer to Customer ownership of Resiliency Service Assets according to the terms of this tariff.

If the Customer Service Agreement is terminated prior to the end of its term, the Customer is required to pay the Company for any undepreciated value of the Resiliency Service Assets to retain ownership of the Resiliency Service Assets. Once the Customer has paid for any undepreciated value, the Company will transfer ownership of Resiliency Service Assets to the Customer.

If the Customer wishes instead to have the Company remove, retire and/or decommission any Resiliency Service Asset, the Customer will also be responsible for all costs of removal. These costs will be incurred whether or not the Customer completes the term of the Customer Service Agreement, and are in addition to any undepreciated value of the Resiliency Service Assets.

ADDITIONAL CUSTOMER SERVICE AGREEMENTS

If Customer wishes to continue Company ownership of a Resiliency Service Asset after conclusion of the term or termination of a Customer Service Agreement, a new Customer Service Agreement must be signed by the Customer in accordance with this tariff at the discretion of the Company. Customer may also sign a new Customer Service Agreement for the replacement of, or installation of additional, Resiliency Service Assets at the discretion of the Company.

MULTIPLE PREMISE PROVISION

Consistent with this paragraph, multiple premises of the same Small Commercial or Commercial and Industrial Secondary, Primary or Transmission Service Customer account may be combined in order to satisfy the Availability criteria to participate in the Program as a single metered Customer. The combination of premises must be physically feasible and meet the Company's existing interconnection rules and regulations. The multiple premises together must qualify for the eligible rate schedules as described in the Availability section and must be served through a single meter. In cases where multiple premises participate in this program, the Customer will be billed as a single Customer from the required single meter according to the applicable tariff rate.

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DISTRIBUTION AND TRANSMISSION MODIFICATIONS

Customers are responsible for the cost of distribution and transmission service modifications to take service from a single meter according to the Company's Distribution and/or Transmission Extension Policy. When applicable, new or upgrading Customers will receive a Credit and/or Construction Allowance according to the Company's Distribution and/or Transmission Extension Policy based on the estimated load at the single metering point based on the rate at which the single metering point is billed regardless of the actual voltage of the single meter.

PARALLEL GENERATION PROVISION

Customers taking service under this tariff with Company or Customer-owned Generation Assets or Battery Energy Storage Systems interconnected with the Company's system on the Customer side of the single meter must adhere to the Company's applicable Rules and Regulations related to parallel generation. Solely for purposes of the availability criteria for the Company's applicable Rules and Regulations related to parallel generation, Resiliency Service Assets shall be deemed to be Customer-owned. When a Customer resiliency project involves the service of multiple premises through a single meter, as described in the Multiple Premise Provision, the single metering point will be the point of metering for the purposes of the applicable tariff.

TERMS AND CONDITIONS OF SERVICE

1. As part of the Customer Service Agreement under this tariff, the Customer will be responsible for all Design and Engineering costs associated with the project. The Design and Engineering payment will be considered a CIAC if the Resiliency Service Asset(s) result in Capital Cost of Company-owned Resiliency Asset. If the Resiliency Service Assets are not constructed for any reason, the Customer is responsible for actual Design and Engineering costs incurred by the Company. Any and all work relating to a Design and Engineering Agreement will at all times remain the proprietary property of the Company.
2. Customer is required to pay for interconnection-related costs incurred including costs for an interconnection application and submitted by Company for Resiliency Service Assets and any additional interconnection costs.
3. The Company will manage all permitting and compliance associated with Company-owned Resiliency Service Assets. Costs associated with permitting and compliance for Resiliency Service Assets will be paid for by Customer through the Resiliency Charges set forth in this tariff unless otherwise specified in the Customer Service Agreement.

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TERMS AND CONDITIONS OF SERVICE – Cont'd

4. If, in the Company's sole judgement, the Company needs an easement over the Customer's property in order to furnish resiliency services to the Customer, the Customer shall provide the Company with an easement at no expense to the Company. If, in the Company's sole judgement, the Company needs an easement or easements over property not owned by Customer in order to furnish service to the Customer, the Customer shall obtain the easement(s) at no expense to the Company. At the option of the Company, periodic fees associated with easements, crossing permits, licenses, etc., may be equitably assessed and billed to the Customer(s) who benefit from such easements, crossing permits, licenses, etc.
5. The Company and Customer shall only enter into a Customer Service Agreement to install, operate and maintain Resiliency Service Assets upon mutual agreement of the parties. Neither Customer nor Company may compel the other to enter into a Customer Service Agreement under this tariff, and the Company shall have sole discretion to decline to provide any requested Resiliency Service Assets to any Customers under this tariff. All terms and conditions apply as stated in the Customer Service Agreement between the Company and the Customer.
6. All wiring and equipment on the Customer's side of the point of connection shall be furnished, installed, and maintained at the Customer's expense in a manner approved by the public authorities having jurisdiction over the same and in accordance with the Company's requirements. Any inspection of the Customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its Customers or damage to its property and for no other purpose, and shall not be construed to impose any liability on the Company, to the Customer, or any other person by reason thereof, and the Company shall not be liable or responsible for any loss, injury, or damage which may result from the use of, or defects in, the Customer's wiring or equipment. The Company may, however, at any time require the Customer to make such changes in their equipment or use thereof, as may be necessary to eliminate any hazardous condition or any injurious effect which the operation of Customer's equipment may have on the Company's employees, equipment, or service. The transformers, service connections, meters, and appurtenances used in furnishing electric service to the Customer including the Resiliency Service Assets, have a definite capacity, and therefore no material increase in load or equipment shall be made without first making arrangements with the Company for additional electric supply.

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7. At the Company's sole discretion, in order to ensure safe and effective operation of Resiliency Service Assets, participation in this program shall be conditioned upon Customer granting Company all rights necessary to control any Generation Asset or Battery Energy Storage System owned by Customer that is located behind the Customer's single meter and connected in parallel with Resiliency Service Assets owned by Company behind the Customer's single meter unless otherwise agreed to in the Customer Service Agreement. Company may require additional protective equipment to be installed at Customer's expense in order to integrate Customer-owned assets with Company-owned assets.
8. All Resiliency Service Assets must adhere to the Company's existing rules and regulations, tariffs, and policies, unless otherwise required by this tariff, and must meet the Company's safety, power quality, and other electrical standards as determined by the Company.
9. All Customer-owned assets and facilities interconnected to the Company's distribution and/or transmission assets and facilities shall be the responsibility of the Customer and subject to engineering plan approval by the Company as part of the Design and Engineering Agreement.
10. After Resiliency Service Assets are installed at a Customer's premise, the Customer may not modify or interconnect additional generation, storage, or make major changes to load, wiring or equipment behind the Customer's meter without consulting in writing with the Company, who may require the completion of additional design and engineering studies at the Customer's cost prior to approving any modifications.
11. All Renewable Energy Credits (RECs) associated with Resiliency Service Assets shall be assigned to the Company on behalf of the Customer, and the Company shall retire any RECs associated with a Resiliency Service Asset that are tracked in the Western Renewable Energy Generation Information System (WREGIS) or any similar program on behalf of the Customer.

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