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ELECTRIC TARIFF

INTERRUPTIBLE CREDIT OPTION (SUMMER ONLY)

AVAILABILITY: Available as an interruptible service option at the discretion of Company when Company determines that it has a need for additional resources and is interested in receiving offers from Customers for interruptible load pursuant to this tariff.

APPLICABILITY: Optional service under this rate schedule is applicable to a Customer that meets each of the following conditions:

- (1) Customer is a non-governmental Customer who receives electric service under the Company's Large General Service Transmission rate schedules. This tariff is not applicable to Customers who receive electric service under the Company's standby service rateschedules;
- (2) Customer's Contract Interruptible Load (CIL) to be used in calculating the maximum Monthly Credit is 300 kilowatts (kW) or greater;
- (3) Customer achieved an Interruptible Demand of at least 300 kW during each of the most recent four summer peak season months of June, July, August, and September; or, Company estimates that Customer will achieve an Interruptible Demand of at least 300 kW during each of the four summer peak season months of June, July, August, and September of the contract period;and
- (4) Customer and Company have executed a Summer Only Interruptible Credit Option (SOICO) Agreement (Agreement) that specifies the Contract Firm Demand and Monthly Credit Rate (MCR) as well as the Customer specific data necessary for the Company to calculate the Customer's Monthly Credit.

AGREEMENT TERM: The Agreement between the Company and the Customer must be finalized by May 1st of the year in which it is applicable. The Agreement shall be for a term of no more than one year. A new agreement must be executed between the Company and Customer for any succeeding year in which the Customer wishes to participate in the service.

SERVICE PERIOD: Service under this rate schedule is only applicable to the months of June, July, August and September and is subject to the following rules with regard to the Notice Option elected:

One Hour Notice Option – service will begin on June 1st of the year of the Agreement.

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No Notice Option

- (i) service will begin on June 1st of the year of the Agreement if all equipment required for No Notice Option service is installed and has been acceptance tested by June 1st.
- (ii) if all equipment required for No Notice Option service has not been installed and acceptance tested by June 1st, and Customer and Company have also reached agreement on a One Hour Notice Option, service will begin on June 1st under the One Hour Notice Option and will be switched to the No Notice Option in the month following the month in which acceptance testing of the required equipment is completed.
- (iii) if all equipment required for No Notice Option service has not been installed and acceptance tested by June 1st, and Customer and Company have not also reached agreement on a One Hour Notice Option, Customer will not participate in the SOICO program for that year, and the Agreement will be terminated.

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DEFINITIONS:

Contract Bid Price (CBP)—Customer's asking price per kW per month to provide interruptible load to Company under the provisions of this tariff. The CPB must be accompanied by the Number of Interruptible Hours (Ha) offered, selection of a Notice Option (No Notice or One Hour), the required Contract Firm Demand, and selection regarding any interruption limitations identified in this tariff. Customer may submit multiple CBPs representing different options.

Contract Firm Demand—That portion of Customer's total load that is not subject to interruptions by Company as specified in the Agreement. Customer may bid a different Contract Firm Demand for each CBP for each Number of Interruptible Hours (Ha) elected, and may bid a different Contract Firm Demand for a One Hour Option CBP and a No Notice Option CBP. The Contract Firm Demand specified in the Agreement may not be changed unless approved by Company.

Contract Interruptible Load (CIL)—The median of the Customer's maximum daily thirty (30) minute integrated kW demands occurring between the hours of 12:00 noon and 8:00 p.m. Monday through Friday, excluding federal holidays, during the period June 1 through September 30 of the prior year, less the Contract Firm Demand, if any. Company shall calculate the Customer's historic usage to be used in the calculation of the CIL upon request. If a Customer has no history or a Customer anticipates that using the current year's usage, rather than historic usage, to calculate the CIL would result in increasing the CIL by 100 kW or more, at Customer's request, Company may, in its sole discretion, estimate the usage to be used in calculating the CIL.

Interruptible Demand—The maximum thirty (30) minute integrated kW demand, determined by meter measurement, that is used during a month, less the Contract Firm Demand, if any, but not less than zero. Interruptible Demand is measured between the hours of 12:00 noon to 8:00 p.m. Monday through Friday, excluding federal holidays.

One Hour Notice Option—Company may interrupt Customer's load upon providing notice a minimum of one hour prior to the start of the interruption.

No Notice Option—Company may interrupt Customer's load without providing prior notice of the interruption. Service on the No Notice Option cannot begin until the Company's equipment required to provide Company physical control over the Customer's interruptible load has been installed and acceptance tested. Customer must pay for all costs associated with providing the Company with physical control over the Customer's interruptible load.

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Number of Interruptible Hours (Ha)—The total number of hours in the four month service period that each Customer elects as interruptible as set forth in the Agreement. The options for Ha are 40 hours, 80 hours, and 160 hours.

Monthly Credit Rate (MCR)—The price per kW per month agreed upon by Company and Customer as set forth in the Agreement.

4 in 24 Hour Option—Customer may elect to limit interruptions to four hours (4 hours) in a twenty four-hour (24 hour) period.

Unconstrained Option— Customer may elect that interruptions may be of any duration, subject only to the applicable minimum for the type of interruption, as defined herein, and, for purposes of Capacity and Contingency Interruptions may be called multiple times within any 24-hour period.

MONTHLY CREDIT CALCULATION AND APPLICATION: Customers receiving service under this schedule shall be billed on a calendar month basis, such that the first day of each month shall be the beginning and the last day of each month shall be the end of the monthly billing period. A Monthly Credit will be applied to the June, July, August and September monthly bill of a Customer participating in this tariff. The Monthly Credit will be determined by multiplying the MCR times the CIL or times that month's Interruptible Demand, whichever is less. In the event that the Customer's CIL is estimated because the Customer has no prior usage history, the accumulated Monthly Credits for the four month period will be applied to the Customer's December bill, after the CIL estimate is confirmed for that year. For Customers with history, but estimating an increase, accumulated credits attributable to the estimated increase in the CIL will be credited to the December bill and credits attributable to the historic CIL will be credited monthly.

BID AND ACCEPTANCE PROCESS: It is within the sole discretion of the Company to accept, reject, or counter-offer any bid received. No bid shall be considered accepted unless reflected in an Agreement. Customer bids must be submitted in the following format:

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Ha [Number of Hours Offered for Interruption]	One Hour Notice Option			No Notice Option		
	Hours Offered per Day	Per kW-Monthly Contract Bid Price (CBP) Offered	Firm Demand Requirement	Hours Offered per Day	Per kW-Monthly Contract Bid Price (CBP) Offered	Firm Demand Requirement
40	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		
80	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		
160	4 in 24 Hours			4 in 24 Hours		
	Unconstrained			Unconstrained		

EARLY TERMINATION PENALTY: A Customer who cancels service under this schedule shall be required to pay the Company, as a penalty, an amount equal to the product of one hundred and ten percent (110%) times the Agreement's CIL times the Agreement's MCR for each of the remaining months of the unexpired contract term. Customer may be subject to curtailments if Company does not have sufficient generating resources during the remaining term of the Agreement. In addition, Customer shall reimburse the Company for the direct cost incurred by the Company for equipment (including its installation cost, less salvage value) to measure Customer's Interruptible Demand and to interrupt Customer.

OBLIGATION TO INTERRUPT: The duration and frequency of interruptions will be determined by Company pursuant to the conditions described herein and in the Agreement. When the Company asks Customer to interrupt its available Interruptible Load, the Customer must reduce its load to the level of Customer's Contract Firm Demand.

ECONOMIC INTERRUPTIONS: The Company reserves the right to call an Economic Interruption for one or more Customers once per day when the Company believes, in its sole discretion, that calling an interruption will lower its overall system costs compared to what the overall system cost would be in the absence of the interruption. Customers under either the No Notice Option or One Hour Notice Option will have at least One Hour notice of an Economic Interruption. The

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PUBLIC UTILITY COMMISSION OF TEXAS
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ECONOMIC INTERRUPTIONS (cont.):

duration of any Economic Interruption shall not be less than four hours, unless Customer has opted to waive the four-hour minimum or if the Customer has less than four hours remaining of its Number of Interruptible Hours, but in either of these exceptions, the duration shall not be less than one hour.

BUY THROUGH – ECONOMIC INTERRUPTION: Once the Company has called an Economic Interruption, the Company will provide the Customer via the contact methods identified on the Contact Information Sheet of the Agreement, with the estimated buy-through price for each hour of the interruption period. Such notice shall advise Customer of the Company's best estimate of the buy-through price. Customers must notify the Company forty-five (45) minutes prior to the start of an Economic Interruption if they elect to buy-through all or a portion of their available interruptible load by logging into the ICO Web Site at the address provided on the Agreement and indicating their buy-through request for each hour of the Economic Interruption period. The ICO Web Site shall advise Customer of the Company's best estimate of the buy-through price for each hour of the Economic Interruption period.

The buy-through price shall be calculated by taking the weighted average cost, as determined by the Company's Cost Calculator or its successor, plus three mils per kWh, for the block of electricity used to serve the Customer(s) who elected to buy-through. For purposes of this calculation, the Company shall assume that the block of electricity used is the highest cost block of electricity consumed in each buy-through hour.

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

If the Company chooses to extend an Economic Interruption from the original notification, all SOICO Customers affected by the Economic Interruption will be provided notice of the opportunity to buy-through or interrupt for the duration of the Economic Interruption extension period.

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BUY THROUGH – ECONOMIC INTERRUPTION (cont.):

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

FAILURE TO INTERRUPT - ECONOMIC INTERRUPTION: In the event that Customer fails to interrupt during an Economic Interruption, Customer will be deemed by the Company to have failed to interrupt for all demand that Customer was obligated to interrupt but did not interrupt. The failure-to-interrupt charge shall be equal to the highest incremental price for power during the Economic Interruption plus three mils per kWh, as determined by the Company after the fact, including market costs, unit start-up cost, spinning reserve costs and reserve penalty cost, if any. The charge will only apply to the portion of the load Customer fails to interrupt.

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

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CAPACITY INTERRUPTION (cont.):

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

CONTINGENCY INTERRUPTION: Company reserves the right to call a Contingency Interruption for one or more Customers receiving service under the No Notice Option at any time when the Company believes, in its sole discretion, that interruption is necessary for the Company to be able to meet its Disturbance Control Standard (DCS) criteria. Contingency Interruptions will typically be called by the Company just following the unexpected failure or outage of a system component, such as a generator, transmission line or other element. Interruptible loads that are qualified as Contingency Reserve may be deployed by the Company to meet current or future North American Electric Reliability Corporation (NERC) and other Regional Reliability Organization contingency or reliability standards. The current standard is the DCS, which sets the time limit following a disturbance within which a Balancing Authority (BA) must return its Area Control Error (ACE) to within a specified range. In other words, a Contingency Interruption will be activated to help restore resources and load balance after an unexpected resource outage. Transmission emergencies such as those described in the Capacity Interruption definition can also trigger a Contingency Interruption.

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

FAILURE TO INTERRUPT – CAPACITY AND CONTINGENCY INTERRUPTIONS: In the event that Customer is directed to interrupt and fails to comply during a Capacity or Contingency Interruption, Customer shall pay the Company fifty percent (50%) of Customer's expected annual credit for all demand that Customer was obligated to interrupt but did not interrupt. The expected annual credit shall be the MCR times 4. The penalty will apply only to the portion of the load that Customer fails to interrupt. After Customer fails to interrupt twice, the Company shall have the option to cancel the Agreement. If the Agreement is cancelled, Customer shall not be eligible for service under this rate schedule for a minimum of one year, and Customer will be liable for the Early Termination Penalty.

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FAILURE TO INTERRUPT – CAPACITY AND CONTINGENCY INTERRUPTIONS (cont.):

For determining compliance during a Capacity or Contingency Interruption, the first and last fifteen-minute interval of each event shall not be considered. If Customer's violation is less than 60 minutes in duration, not including the first and last control period intervals, then Customer's penalty shall be reduced by 75% if the violation is 15 minutes or shorter; shall be reduced by 50% if the violation is 16 to 30 minutes in duration; and shall be reduced by 25% if the violation is 31 to 59 minutes in duration. This provision does not apply to Economic Interruptions.

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

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

PHYSICAL CONTROL: For those Customers who select the No Notice Option there are two sub-options.

1. Customers may choose to utilize their own EMS automated intelligent equipment to reduce load down to the Contract Firm Demand level when requested by the Company. Customer will pay for the cost of a remote terminal unit (RTU) that will receive the interruption and restore signals via phone or cellular communication. The RTU shall be designed, purchased, installed and tested by the Company or Company contractor at the Customer's expense. The Customer must demonstrate that its automated EMS intelligent device/equipment will receive the Company's signal and automatically act upon that signal to remove load down to the Contract Firm Demand level within 5 minutes of initial relay activation at the RTU. A \$1,000 non-refundable deposit is required to perform the engineering and design work required to determine the costs associated with purchasing

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and installing the RTU. A minimum of 6 months is required to design, order, install and test the required equipment to give the Company control over the Customer's load.

2. Customers may choose to utilize a Company owned and operated switch. The Company owned switch removes the Customer's entire load during a Capacity or Contingency interruption. The Customer must pay for the cost of the Company-owned switch and RTU that will receive the interruption and restore signals via phone or cellular communication, and lock the Customer's load out during a Capacity or Contingency interruption. The RTU shall be designed, purchased, installed and tested by the Company at the Customer's expense. A \$1,000 non-refundable deposit is required to perform the engineering and design work needed to determine the costs associated with providing the Company physical control over the Customer's load. A minimum of 6 months is required to design, order, install and test the required equipment to give the Company control over the Customer's load. During a Capacity or Contingency interruption, the Company shall lock out the Customer's load to prevent the Customer from terminating the interruption before release. Sub-Option 2 is not available to Customers receiving secondary service from the Company.

All Customers who select the No Notice option shall submit to equipment testing at least once per year at the Company's discretion and provided no other Capacity or Contingency events occurred in the past 12 months that could be used to verify the correct operation of the disconnect equipment and RTU. Equipment testing may last less than the four-hour duration and may not count toward the Customer's Number of Interruptible Hours. Before joining the rate the Customer must complete a verification test to prove their load will drop off within 5 minutes if utilizing sub-option one or with No Notice if utilizing sub-option two above, and must also demonstrate that their load is physically locked out by the Company's RTU to prevent their interruptible load from restoring before restore signal is received.

TAMPERING: If Company determines that its load management or load control equipment on Customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical or other devices or actions, then Company may terminate Customer's Agreement, or remove the Customer from the No Notice Option and place the Customer on the One Hour Notice Option rate for the remainder of the contract term, provided the customer has an MCR for the One Hour Notice Option. The Customer's credits will be adjusted accordingly. In addition, Customer may be billed for all expenses involved with the removal, replacement or repair of the load management equipment or load control equipment and any charges resulting from the

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TAMPERING (cont.):

investigation of the device tampering. In addition, Customer shall pay 50% of Customer's expected annual credit rate for all demand that Customer was obligated to interrupt but did not interrupt. The expected annual credit rate shall be the MCR times 4. A Customer that is removed from the program is only eligible to participate again at the discretion of Company. Company will verify installation has been corrected before Customer is permitted to participate in the program again.

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

Effective Date January 10, 2020

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