



# Peak Partner Rewards Program Agreement

Customer name \_\_\_\_\_

Account number \_\_\_\_\_

Premise number \_\_\_\_\_

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between Public Service Company of Colorado, a Colorado Corporation, hereinafter called the "Company", and, \_\_\_\_\_ hereinafter called the "Customer".

WHEREAS, the Company desires to offer a voluntary curtailment program called the Peak Partner Rewards Program ("PPRP") to customers that receive electric service under the Company's General Service Rate Schedules SG, PG or TG; including customers that elect optional Net Metering Service under Schedule NM

WHEREAS, the Company has determined that the Customer meets the availability criteria for the Voluntary curtailment program as set forth in Sheet No. 118-118E of the Company's Electric Tariffs on file with the Public Utilities Commission of the State of Colorado ("Commission");

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

- Terms and Conditions.** The voluntary curtailment program provided to Customer under this agreement is subject to the rates, terms, and conditions set forth in the tariffs, and rules and regulations of the Company applicable to this service as on file with the Commission as they now exist and as they may be amended from time to time. The PPRP tariff, as it now exists and as it may be amended from time to time, is, by this reference, made a part of and incorporated into this Agreement. A copy of the PPRP tariff in effect as of the date of this Agreement is attached.
- Term, Effective Date and Termination.** This Agreement shall be effective as of \_\_\_\_\_, and shall remain in effect for an initial term ending two years from the effective date. This agreement may be terminated or cancelled as set forth in the PPRP tariff. The Company reserves the right to apply at any time to the Commission to modify or terminate the PPRP tariff. If the Company terminates the PPRP tariff, or amends the tariff in a way that is unacceptable to Customer, this Agreement shall terminate concurrent with the date on which the termination or applicable amendment of the PPRP tariff becomes effective.
- Specification and verification of Monthly Credit Factors.** Contemporaneously with execution of this Agreement, customer shall elect a kW capacity commitment for each month of the succeeding year. The Customer's ability to achieve the elected capacity commitment will be verified by the Company by conducting a test event at a time agreed to by both the Customer and the Company within 30 days of execution of this agreement. Should the elected capacity commitment not be achieved during the test event, the Customer may elect a new capacity amount which can be ascertained by the test results. The Customer may elect to change their monthly nominations for each successive calendar month by providing the Company notice at least 5 business days prior to the beginning of the month. Changes to kW capacity commitments are subject to additional test events at the Company's sole discretion. Customer's elections under this paragraph shall take effect on the first of the succeeding calendar month and shall remain in effect until notice of change or cancellation is received by the Company.

- Customer Responsibility.** Customer has the sole responsibility to choose the electric-consuming equipment to be interrupted in response to Company's signal. Customer shall indemnify and hold harmless Company from any claims or losses of any sort due to death or injury to persons or property, resulting from curtailment of electrical equipment. The customer may be required to install a dedicated phone line to the meter location.
- Notice.** Except as otherwise provided, any notice or information that either party may desire to give to the other regarding this agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing:  
To: Public Service Company of Colorado  
Attention: Peak Partner  
Rewards Program Manager  
1800 Larimer Street, Suite 1500  
Denver, CO 80202  
To: Customer Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Customer shall complete the attached PPRP Contact Information form, which shall be used to notify customers of events. Customer shall be responsible for updating all changes to its contact information necessary to ensure that it receives notice of events as set forth in this Agreement, via the Internet at [energyportal.xcelenergy.com](http://energyportal.xcelenergy.com) or provide a written update to their account manager or by calling the Business Solutions Center at 855-839-8862.
- Amendment.** This Agreement shall be amended only by a written agreement executed by both the Company and the Customer. This Agreement, together with its attachments, the PPRP tariff schedule and the rules and regulations set forth in the Company's tariffs governing electric service (as these tariffs and schedules may change from time to time), constitute the entire agreement among the parties with respect to interruptible service.
- Assignment - Consent:** This Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- Jurisdiction.** The laws of the State of Colorado and the rules and regulations of the Colorado Public Utilities Commission shall govern this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Voluntary curtailment program Agreement in their respective names, by their duly authorized representatives as of the date and year first written above.

**Public Service Company of Colorado**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Customer signature \_\_\_\_\_

Customer name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Tariff information – Electric rates****SCHEDULE PEAK PARTNER REWARD PROGRAM (PPRP)****APPLICABILITY**

Applicable as a voluntary curtailment program to Customers who receive electric service under the Company's General Service Rate Schedules SG, PG or TG, including Customers that elect optional Net Metering Service under Schedule NM. Not applicable to Customers who receive electric service under the Company's Standby Service rate Schedules SST, PST, or TST, or who are currently under an existing interruptible contract (ISOC), or who are obtaining service under a Critical Peak Pricing (CPP) rate schedule. Customers will continue to be subject to the rates and terms and conditions of their respective General Service Rate Schedules.

**AVAILABILITY**

Optional service under this rate schedule is available to Customers that have entered into a written, signed and dated "Peak Partner Rewards" Program Agreement that specifies the Customer's Load Reduction Obligation. To qualify under this schedule a Customer must have a Load Reduction Obligation of at least twenty-five Kilowatts (25 kW) during each of the four (4), summer peak season Months of June, July, August and September and agree to participate in up to fifteen (15) Curtailment Events per Year, each event up to four (4) hours in duration. No more than one (1) Curtailment Event can be called per day.

**RESERVATION INCENTIVE**

The Reservation Incentive is a Monthly bill credit based on the Load Reduction Obligation the Customer has agreed to for the Month. This credit shall be calculated by multiplying the Customer's Monthly Load Reduction Obligation times the Reservation Incentive Kilowatt (kW) credit rate. This rate shall be subject to change annually.

**PERFORMANCE INCENTIVE**

The Performance Incentive is a bill credit based on a participant's total Energy Reduction, in Kilowatt-Hour (kWh), during a Curtailment Event. Customers are eligible to receive the Performance Incentive for each event that meets or exceeds their Load Reduction Obligation. This rate shall be subject to change annually.

**CONTRACT TERM**

The initial contract term shall be twenty-four (24) Months followed by an annual term that is automatically renewed each Year. Customers may cancel their participation with a sixty (60) day written notice.

**LIMITATION OF LIABILITY**

In addition to limitations of liability contained elsewhere in the Company's Electric Tariff, Customers who elect to take service under the PPRP program shall 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 this program.

**DEFINITIONS****Baseline Load**

Baseline Load is an estimate of the participating Customer's load if a Curtailment Event had not been called. The Baseline Load for any fifteen (15) minute interval during an event will be calculated as the average of the measured Demand during the same interval of the Customer's five (5) highest energy consumption days within the last ten (10) non-Holiday, non-weekend, non-event days. Baseline Load calculations will be modified by a Baseline Load Adjustment to correct for substantive differences between baseline calculations and conditions on the day of an event.

**Baseline Load Adjustment**

An event day correction will be made to a participant's Baseline Load for each fifteen (15) minute interval during the event to reflect weather or other substantive differences between the Customer's load on the event day and the baseline calculation. The Baseline Load Adjustment will be the average fifteen (15) minute Kilowatt (kW) difference between the baseline calculation and the Customer's actual load during the two (2) hours prior to Event Notification. This calculated difference will be added to the Customer's Baseline Load for each fifteen (15) minute interval within the Curtailment Event window. The event day correction may either raise or lower the Customer's baseline load.

**Curtailment Event**

The Company may initiate a curtailment event either (1) when there is a capacity, contingency and/or economic constraint upon the electrical system, or (2) at the Company's discretion, for up to two (2) test events each calendar Year. Events may be called between the hours of 12:00 p.m. and 8:00 p.m. Events will be no less than one (1) hour in duration and no more than four (4) hours in duration within this time period. Customers will be subject to no more than one (1) event in any twenty-four (24) hour period. No more than fifteen (15) events can be called for any one (1) Customer during a given year (sixty (60) total event hours). Should a capacity or contingency situation arise outside of the prescribed hours of 12:00 p.m. to 8:00 p.m., program participants may be notified and asked to curtail load on a "best effort" basis. The Customer will be under no obligation to reduce load, but those able to participate will be compensated for energy reductions at the Performance Incentive level.

**Energy Reduction**

Energy Reduction during a Curtailment Event, as measured in Kilowatt-Hour (kWh), will be calculated by subtracting the Customer's actual usage during the event period from the Customer's usage under their Baseline Load for the same time period. This calculation will be done after any Baseline Load Adjustment has been made.

**Event Notification**

Participating Customers will receive advance notice of curtailment events. Notifications will be delivered a minimum of one (1) hour prior to an event and will include the event start time, duration of event, and event end time. Notifications will be sent to the participating Customer's designated contact(s) via e-mail, text, voice message, or combination thereof as specified by the Customer. Customers are responsible for insuring contact information is kept current and notifying the Program Manager if any changes are necessary.

**Load Reduction**

Load Reduction is a calculation of the effective amount of load, in Kilowatt (kW), that a Customer was able to curtail during a curtailment event. The load reduction is calculated by subtracting the Customer's actual usage, in Kilowatt-Hour (kWh), during an event from the Customer's baseline usage during the same time period, and dividing by the number of hours within the Curtailment Event.

**Load Reduction Obligation**

A Customer's Load Reduction Obligation is the load a Customer under this schedule agrees to curtail during a Curtailment Event. Each participating Customer will be responsible for reducing their facilities load during an event by an amount equal to or greater than that designated within their contract. Customers will designate their load reduction obligations, in terms of

Kilowatt (kW), by calendar Month. The Kilowatt (kW) commitment can vary each Month and may be a zero Kilowatt (kW) commitment, however during the summer Months of June through September the Customers commitment cannot be less than twenty-five Kilowatts (25 kW). The load reduction obligation must be achievable by a Customer during non-Holiday weekdays between the hours of 12 p.m. and 8 p.m. During the portion of a Curtailment Event which falls between the hours of 12 p.m. and 8 p.m., a Customer's Load Reduction must meet or exceed their nominated Load Reduction Obligation to be eligible to receive the Performance Incentive.

**PENALTIES**

If a Customer does not meet or exceed their contractual Load Reduction Obligation they will not receive payment of any Performance Incentive. If a Customer fails to meet their contractual Load Reduction Obligation during two (2) events within the same calendar Year they may be removed from the program. Should a Customer elect to leave the program during their initial two (2) Year contract term, a one (1) time fee of five hundred dollars (\$500) will be assessed to cover costs associated with decommissioning hardware supplied to the Customer for this program.

**RULES AND REGULATIONS**

Should there be any conflict between the provisions within this Schedule PPRP and the applicable service tariff, the provisions herein will control. Service supplied under this rate schedule is subject to the terms and conditions set forth in the agreement between the Customer and Company and the Company's Rules and Regulations on file with the Commission and the following conditions:

1. Participating Customers will sign a contract agreeing to reduce a minimum load at their facility during peak Demand periods. This minimum load will be determined by the Customer based on their ability to manage operations within their facility but must be at least twenty-five Kilowatts (25 kW) in the summer Months.
2. The combination of the Performance Incentive Credit Rate and the Reservation Credit Rate shall not exceed the sum of the Avoided Costs as defined in the most recent Demand-Side Management (DSM) Plan "Cost Benefit Assumptions" filed with the Commission minus Administrative Costs.
3. Customers will receive a Monthly credit (Reservation Incentive) based on their Load Reduction Obligation. During peak periods, Customers will receive an additional incentive based on their total Load Reduction, measured in Kilowatt-Hours (kWh), during the event (Performance Incentive).
4. Customers who participate in the program will receive an additional benefit of having access to their electric load profile data in near real time.
5. The initial filing of the Performance Incentive Kilowatt-Hour (kWh) Credit Rate and the Reservation Incentive Kilowatt (kW) Credit Rate shall be on July 1, 2016 date for an effective date of January 1, 2017. For each subsequent Year the Company will file no later than November 1 of each Year for the Performance Incentive kWh Credit Rate and the Reservation Incentive kW Credit Rate that are to be effective January 1 of the subsequent Year.

**SERVICE CREDIT BILLING**

The Company will calculate and apply the Performance and Reservation Incentive Credits as part of the Monthly bill for electric service to each PPRP Customer.

The Performance and Reservation Incentive Credits shall be applied in the first full billing Month for each PPRP Customer following the date that the Company records the Kilowatt-Hour (kWh) reductions that the Customer executed for a called Curtailment Event.

The Reservation Incentive Credit shall be applied to the Load Reduction Obligation of the Billing Month.

In the event that a net credit balance remains on any Monthly bill after applying the Performance and Reservation Incentive Credits, the Company shall apply such remaining credit towards the next monthly bill for service. Excess billing credits will be rolled over indefinitely until the Customer terminates service.

The Company will not apply any Performance or Reservation Incentive Credits towards non-gratuitous charges, gas service charges as provided under Company's P.U.C. NO. 6 – Gas Tariff, or non-regulated service charges as may be assessed on a SRCS Subscriber's total bill.

In instances where a PPRP Customer's Performance and Reservation Incentive Credits is applicable to an initial service bill, the Company will apply the Performance and Reservation Incentive Credits as set forth in this section.

In instances where PPRP Customer's Performance and Reservation Incentive Credits are applicable through the date of a final service bill, the Company will apply the applicable credits on the final bill.

In addition, for any remaining Performance and Reservation Incentive Credit balances in the final bill or for any applicable Performance Incentive Credits not credited due to the lag between the reading of the PPRP load reduction during a called Curtailment Event and posting the Performance and Reservation Incentive Credits on the final bill, no payment to the Customer shall be required.

The Company will apply Performance and Reservation Incentive Credits to past due bills or arranges for electric service.

**RATE SCHEDULE**

Performance Incentive Credit Rate .....	\$ 0.70 /kWh
Reservation Incentive Credit Rate.....	\$ 2.00 /kW

### Peak Partner Rewards Program contact information

Customer name \_\_\_\_\_

Service address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Premise number \_\_\_\_\_ Meter number \_\_\_\_\_ Date \_\_\_\_\_

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
Estimated kW												

### Contact information for Peak Partner Rewards events (max of 3 contacts)

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_