

1800 Larimer Street Denver, CO 80202

March 21, 2017

The Honorable Kimberly D. Bose Secretary Federal Energy Regulatory Commission 888 First Street, NE Washington, DC 20426

 RE: Public Service Company of Colorado Xcel Energy Operating Companies Joint Open Access Transmission Tariff – Third Revised Volume No. 1, Tariff ID 2001 Attachment T – Form of Service Agreement for Balancing Authority Ancillary Services, Version 0.2.0

Docket No. ER17-___-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d (2006), and Sections 35.13 of the Rules and Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. § 35.13 (2016), Public Service Company of Colorado ("PSCo")¹ hereby submits this electronic filing of revised tariff sheets to the Xcel Energy Operating Companies Joint Open Access Transmission Tariff ("Xcel Energy OATT"). The enclosed tariff revisions would implement revisions to Attachment T – Form of Service Agreement for Balancing Authority Ancillary Services ("Attachment T") of the Xcel Energy OATT.² PSCo proposes that the revised service agreement form be effective May 21, 2017, sixty (60) days after filing.

I. <u>INTRODUCTION</u>

¹ PSCo is the designated e-Tariff filing entity for the Xcel Energy OATT, consistent with the requirements of Order No. 714.

² The enclosed revisions do not modify or otherwise affect the Xcel Energy OATT provisions applicable to service over the facilities of the other Xcel Energy Operating Companies, which are Northern States Power Company, a Minnesota corporation; Northern States Power Company, a Wisconsin corporation; and Southwestern Public Service Company.

Honorable Kimberly D. Bose March 21, 2017 Page 2

PSCo is a vertically integrated utility and, *inter alia*, provides electric service to approximately 1.4 million retail and wholesale customers in the State of Colorado, including the Denver metropolitan area. PSCo owns and operates approximately 4,000 miles of transmission facilities 115 kV and above. PSCo operates in the Western Interconnection, and is the Transmission Provider for transmission and ancillary services pursuant to the Xcel Energy OATT. PSCo also operates a Balancing Authority ("BA"), and therefore is responsible for balancing the generation resources and loads on the PSCo transmission system on a moment-to-moment basis. Certain of the transmission facilities located in the PSCo Balancing Authority are owned by third parties. As such, PSCo provides Balancing Authority ancillary services to loads that are within the PSCo BA but not interconnected directly to the PSCo transmission system.

II. <u>PROPOSED TARIFF REVISIONS</u>

PSCo added Balancing Authority Ancillary Services ("BASOT") provisions in Section IV to the Xcel Energy OATT in 2009 in Docket No. ER09-951 so all loads within the PSCo BA compensated PSCo for BA ancillary services.³ The accepted BASOT include Attachment T, a form of service agreement for BASOT services. In 2016, in Docket No. ER14-1969, the Commission accepted revisions to the Xcel Energy OATT to add Flex Reserve Service, a new ancillary service, as Schedule 16 to the Xcel Energy OATT.⁴

PSCo is filing to add the approved Flex Reserve Service (Schedule 16) to Section 3 Attachment T of the Xcel Energy OATT, including services that can be self-supplied. This change incorporates the complete list of required ancillary services to Attachment T of the Xcel Energy OATT.

PSCo also proposes to make certain other revisions to Attachment T. Specifically, PSCo proposes to simplify the "evergreen" provisions of the form agreement, and to allow a customer to begin to self-supply specified ancillary services on written notice to PSCo without executing a new service agreement. PSCo also proposes certain revisions that are non-substantive in nature. Revised Attachment T is presented for filing in eTariff format as Version 0.2.0.

III. <u>PROPOSED EFFECTIVE DATE</u>

PSCo respectfully requests the Commission accept Attachment T for filing, effective on May 21, 2017, sixty (60) days after the date of filing.

IV. CORRESPONDENCE AND COMMUNICATIONS

³ *Xcel Energy Services Inc.*, Docket No. ER09-951, unpublished letter order (July 1, 2009) (accepting April 2, 2009 filing of Revised Tariff Sheets to Xcel Energy OATT and Notice of Cancellation of Joint Load Control Area Agreement under ER09-950 et al.)

⁴ Public Service Co. of Colorado, 154 FERC ¶ 61,164 (2016) (March 3 Order).

Honorable Kimberly D. Bose March 21, 2017 Page 3

PSCo requests that all correspondence, communications, and service related to this filing be directed to the following individuals.

Mark C. Moeller, Manager Transmission Business Relations Xcel Energy Services Inc. 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Phone: (612) 330-7663 Email: <u>mark.c.moeller@xcelenergy.com</u> Jennifer Baker, Associate Transmission Account Representative Xcel Energy Services Inc. P.O. Box 1078 Golden, CO 80402 Telephone: (303)273-4660 Email: Jennifer.Baker@xcelenergy.com

Liam D. Noailles Manager, Federal Regulatory Affairs Xcel Energy Services Inc. 1800 Larimer St, Suite 1200 Denver, CO 80202 Telephone: (303) 571-2794 Email: Liam.D.Noailles@xcelenergy.com James P. Johnson Assistant General Counsel Xcel Energy Services Inc. 414 Nicollet Mall – 401 - 8 Minneapolis, MN 55401 Phone: (612) 215-4592 Email: James.P.Johnson@xcelenergy.com

V. <u>CONTENTS OF FILING</u>

Pursuant to the Commission's filing requirements at 18 C.F.R. § 35:

- (1) This filing contains:
 - (a) This transmittal letter;
 - (b) a clean version of Attachment T in eTariff format; and
 - (c) a redline version of Attachment T in eTariff format.
- (2) The proposed effective date of this Agreement is May 21, 2016.

VI. <u>SERVICE AND POSTING</u>

An electronic copy or notice of this filing will be served on all customers of PSCo taking transmission or ancillary services under the Xcel Energy OATT and on the Public Utilities Commission of Colorado.

Pursuant to 18 C.F.R. § 35.2(d), a copy of this filing will be available for public inspection at the offices of Xcel Energy – Transmission Services at 414 Nicollet Mall – 6^{th} Floor, Minneapolis, Minnesota 55401; and at the offices of PSCo at 1800 Larimer Street, Denver, CO 80202. A copy of this filing will also be posted at the Open Access Transmission Tariff filings pages of the Xcel Energy Inc. transmission website (www.transmission.xcelenergy.com).

Honorable Kimberly D. Bose March 21, 2017 Page 4

VII. <u>CONCLUSION</u>

PSCo appreciates the Commission's prompt consideration of this matter. Please direct any questions regarding this filing to Ms. Tracee Holte at (612) 330-6206.

Sincerely,

<u>/s/ Liam D. Noailles</u> Liam D. Noailles Manager, Federal Regulatory Affairs Xcel Energy Services Inc. 1800 Larimer St, Suite 1200 Denver, CO 80202 Telephone: (303) 571-2794 Email: Liam.D.Noailles@xcelenergy.com

Cc: State Commissions service list Director, Division of Electric Power Regulation (West)

CERTIFICATE OF SERVICE

I, Tracee J. Holte, hereby certify that I have this day electronically served a notice of the enclosed filing on the state Colorado Public Utilities Commission and each customer taking service from PSCo under the Xcel Energy OATT.

Dated at Minneapolis, Minnesota this 21st day of March, 2017.

<u>/s/Tracee J. Holte</u> Tracee J. Holte Xcel Energy/Responsible by Nature Transmission Business Analyst 414 Nicollet Mall, 6th Floor Minneapolis, MN 55401 (612) 330-6206 tracee.j.holte@xcelenergy.com

ATTACHMENT T

Form of Service Agreement For Balancing Authority Ancillary Services Applicable to the Public Service Company of Colorado (PSCo) System

be referred to individually as "Party" or jointly as "Parties".

- 2.0 Service Provider has established Part IV to its Open Access Transmission Tariff (Tariff) to provide Balancing Authority Services to ancillary service customers located within Service Provider's Balancing Authority Area. Service Provider has determined that the Ancillary Service Customer is subject to the benefit of certain ancillary services and requirements due to the presence of its generation or loads in the Service Provider's Balancing Authority Area. The Ancillary Service Customer, in turn, acknowledges that it is subject to the attached Specifications for Balancing Authority Area Ancillary Services, as applicable.
- 3.0 The Ancillary Service Customer agrees to supply to the BA Operator information reasonably necessary in accordance with Good Utility Practice, as defined in the Tariff, applicable North American Electric Reliability Corporation (NERC) or Western Electricity Coordinating Council (WECC) reliability standards, and Part IV of the Tariff.
- 4.0 This Agreement shall become effective [insert date], 20__, and shall remain in effect for an initial term of one (1) year. Thereafter, the term of this Agreement shall automatically renew and remain in full force and effect for additional one-year terms unless terminated by written notice from either Party. Either Party may terminate specific services provided under the Agreement upon delivery of a written notice to the other Party, at any time by demonstrating that the Ancillary Service Customer is self-supplying the service or is no longer taking such service from the Service Provider. The Parties' obligations with respect to such matters as the final settlement of accounts, shall survive the termination of this Agreement.
- 5.0 The Service Provider agrees to provide and the Ancillary Service Customer agrees to take and pay for Balancing Authority services detailed in Attachment T-1 in accordance with the Tariff and this Agreement. This Agreement in no way obligates Service Provider to provide any other Tariff service to the Balancing Authority Area Customer. The Ancillary Service Customer may request such other services under the Tariff, and will be subject to the Tariff for such other services.
- 6.0 Service Provider's Tariff, including the Tariff's applicable Ancillary Service provisions and associated Schedules, as presently constituted or as they may be revised or superseded, are made a part of this Agreement, as applicable. Any conflicts between the terms and conditions of this Agreement and the Tariff shall be resolved in favor of this Agreement.

- 7.0 Service Provider may unilaterally revise charges set forth under this Agreement pursuant to applicable Federal laws, regulations and policies upon applicable written notice to the Ancillary Service Customer.
- 8.0 Any notice or request made to or by either Party regarding this Agreement, shall be made to the representative of the other Party as indicated below:

Service Provider:

Public Service Company of Colorado Attn: Transmission Account Representative 18201 West 10th Avenue Golden, CO 80401

Ancillary Service Customer:

9.0 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

Xcel Energy Operating Companies FERC FPA Electric Tariff Third Revised Volume No. 1

Proposed Effective Date: 5/21/2017

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized representatives.

Service Provider:

By:

Name

Title

Date

Ancillary Service Customer:

By:

Name

Title

Date

Attachment T-1

Specification of Balancing Authority Services and Requirements

1.0 Term of Transaction:

Start Date:

This Service Agreement shall be in effect until terminated as provided in Section 4.0 of this Agreement.

- 2.0 Specification of the ancillary services and requirements herein does not supersede any other agreement(s) entered into by the Parties. Check items that apply:
 - ____ Scheduling, System Control, and Dispatch Service: Schedule 1.
 - ____ Reactive Supply and Voltage Control Service: Schedule 2.
 - ____ Regulation and Frequency Response Service: Schedule 3.
 - ____ Energy Imbalance Service: Service Provider Schedule 4.
 - ____ Operating Reserves Spinning Reserve Service: Schedule 5.
 - ____ Operating Reserves Supplemental Reserve Service: Schedule 6.
 - ____ Generator Imbalance Service: Schedule 9.
 - ____ Real Power Losses.
 - _____ Flex Reserve: Schedule 16.
- 3.0 Ancillary Services Customer will indicate the ancillary service(s) that shall be selfprovided and a brief description of the method(s) used for self-provision. Check items that apply:

____ Reactive Supply and Voltage Control Service: Schedule 2. Description:

____ Regulation and Frequency Response Service: Schedule 3. Description:

____ Energy Imbalance Service: Schedule 4. Description:

____ Operating Reserves – Spinning Reserve Service: Schedule 5. Description:

____ Operating Reserves – Supplemental Reserve Service: Schedule 6. Description:

____ Generator Imbalance Service: Rate Schedule 9. Description:

____ Flex Reserve Service: Schedule 16. Description:

____ Real Power Losses. Description:

4.0 Designated Meters

The Ancillary Services Customer will be charged monthly for ancillary services based on the items checked above, based on the Ancillary Services Customer's billing demand for such month recorded on the following meter(s) or other mutually agreed upon method as specified in this Service Agreement.

Meter Name

Meter ID Number

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- 3.0 The Ancillary Service Customer agrees to supply to the BA Operator information reasonably necessary in accordance with Good Utility Practice, <u>as defined in the Tariff</u>, applicable North American Electric Reliability Corporation (NERC) or Western Electricity Coordinating Council (WECC) reliability standards, and Part IV of the Tariff.
- 4.0 This Agreement shall become effective [insert date], 20__, and shall be-remain in effect automatically renew and remain in full force and effect for additional one-year terms and shall thereafter roll-over from year-to-year unless terminated by written notice from either Party. Either Party may terminate specific services provided under the Agreement upon delivery of a written notice to the other Party, at any time by demonstrating that the Ancillary Service Customer is self-supplying the service or is no longer taking such service from the Service Provider. The Parties' obligations with respect to such matters as the final settlement of accounts, shall survive the termination of this Agreement.this Agreement at any time by providing a one (1) year advance written notice to the other Party; provided, that if Service Provider, at its sole discretion, determines that the Ancillary Service Customer should no longer be subject to any provisions, ancillary services, or requirements specified hereunder. Service Provider may terminate this Agreement; and provided further, that no such termination notice shall be effective until the completion or termination of any ongoing transaction and the settlement of all accounts pursuant to Part IV of the Tariff and this Agreement.
- 5.0 The Service Provider agrees to provide and the Ancillary Service Customer agrees to take and pay for Balancing Authority services detailed in Attachment T-1 in accordance with the Tariff and this Agreement. This Agreement in no way obligates Service Provider to provide any other Tariff service to the Balancing Authority Area Customer. The

Ancillary Service Customer may request such other services under the Tariff, and will be subject to the Tariff for such other services.

- 6.0 Service Provider's Tariff, including the Tariff's applicable Ancillary Service provisions and associated Schedules, as presently constituted or as they may be revised or superseded, are made a part of this Agreement, as <u>applicable. Any conflicts between the terms and conditions of this Agreement and the Tariff shall be resolved in favor of this Agreement.necessary.</u>
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____ Generator Imbalance Service: Rate Schedule 9. Description:

<u>Flex Reserve Service: Schedule 16.</u> <u>Description:</u>

____ Real Power Losses. Description:

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