



414 Nicollet Mall  
Minneapolis, Minnesota 55401

October 27, 2014

**--Via Electronic Filing--**

Burl W. Haar  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

RE: COMPLIANCE FILING  
INTERRUPTIBLE SERVICE TARIFF MODIFICATIONS  
DOCKET NO. G002/M-14-540

Dear Dr. Haar:

Northern States Power Company, doing business as Xcel Energy, submits this filing in compliance with the Minnesota Public Utilities Commission's October 17, 2014 ORDER in the above-referenced docket.

The Commission's ORDER approved the increase in the penalty charge for unauthorized use of gas and the recommended modifications to the tariffs of the Department of Commerce, Division of Energy Resources. We include as Attachment A, our compliance tariffs in redline and final format as follows:

**Minnesota Gas Rate Book – MPUC No. 2:**

Sheet No. 5-4.1, revision 4	Sheet No. 5-33, revision 1
Sheet No. 5-8, revision 5	Sheet No. 5-54, revision 6
Sheet No. 5-12, revision 5	Sheet No. 6-24, revision 3
Sheet No. 5-19, revision 6	Sheet No. 7-11, revision 4
Sheet No. 5-26, revision 6	Sheet No. 7-20, revision 4
Sheet No. 5-27, revision 1	

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list.

Please contact me at [paul.lehman@xcelenergy.com](mailto:paul.lehman@xcelenergy.com) or 612-330-7529 if you have any questions regarding this filing.

Sincerely,

/s/

PAUL J LEHMAN  
MANAGER, REGULATORY COMPLIANCE AND FILINGS

Enclosures  
c: Service List

**Docket No. G002/M-14-540  
Compliance Filing  
Attachment A**

**Redline**

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**COMMERCIAL DEMAND BILLED SERVICE (Continued)**  
**RATE CODES: SMALL 119, LARGE 103**

Section No. 5  
~~3rd~~<sup>4th</sup> Revised Sheet No. 4.1

**DEMAND CHARGE ADJUSTMENT FOR CURTAILMENT**

During any billing period, if gas is not available to the customer due to curtailment of gas supply by Company, the monthly demand charge shall be reduced in proportion to the amount of curtailment during such billing period.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate above rates, the higher of (i) ~~\$1.00~~<sup>\$5.00</sup> per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the Northern daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

~~The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, Such payments, however, shall not preclude Company from~~ shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

~~An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.~~

**TERM OF AGREEMENT**

Unless otherwise agreed, Commercial Demand Billed service shall be for a period of 12 months once billing demand is established, with a 12-month notice of termination.

Date Filed: ~~11-12-09~~<sup>06-27-14</sup> By: ~~Judy M. Pofert~~<sup>David M. Sparby</sup> Effective Date: ~~05-01-11~~<sup>11-01-14</sup>  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153~~<sup>M-14-540</sup> Order Date: ~~12-06-10~~<sup>10-17-14</sup>

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**LARGE FIRM TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 104**

Section No. 5  
~~4th~~<sup>5th</sup> Revised Sheet No. 8

**MONTHLY UNDERTAKE / OVERTAKE CHARGE (Continued)**

All conditions of the monthly cashout mechanism apply unless customer and Company agree otherwise. However, Company will treat similarly situated customers on a non-discriminatory basis.

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**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) ~~\$1.00~~<sup>\$5.00</sup> per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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(Continued on Sheet No. 5-9)

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President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153M-14-540~~ Order Date: ~~12-06-10~~<sup>10-17-14</sup>

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODES: SMALL 105 & 111, MEDIUM 106, LARGE 120**

Section No. 5  
~~4th~~<sup>5th</sup> Revised Sheet No. 12

The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations in Section 6.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

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(Continued on Sheet No. 5-13)

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President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153~~<sup>M-14-540</sup> Order Date: ~~12-06-10~~<sup>10-17-14</sup>

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)**

Section No. 5

**RATE CODES: SMALL 123, MEDIUM 107, LARGE 124**

~~5th~~<sup>6th</sup> Revised Sheet No. 19

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) ~~\$1.00~~<sup>\$5.00</sup> per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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**CURTAILMENT CONDITIONS**

On days when customer has gas available for delivery at the town border station, curtailment may result from capacity limitations on the Company's distribution system or other operational considerations.

(Continued on Sheet No. 19.1)

Date Filed: ~~11-12-09~~<sup>06-27-14</sup> By: ~~Judy M. Pifer~~<sup>David M. Sparby</sup> Effective Date: ~~05-01-11~~<sup>11-01-14</sup>  
President and CEO of Northern States Power Company, a Minnesota corporation  
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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**NEGOTIATED TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 114**

Section No. 5

~~5th~~<sup>6th</sup> Revised Sheet No. 26

**MONTHLY UNDERTAKE / OVERTAKE CHARGE**

Customer using less gas than the volume customer nominated and delivered to the Company system on the customer's behalf agrees to sell the undertake gas to Company at the applicable undertake rate. Customer using more gas than the volume customer nominated and delivered to the Company system on the customer's behalf agrees to purchase the overtake at the applicable overtake rate. The Monthly Index Price (MIP) shall equal the arithmetic average of all "Weekly Weighted Average Price" values published by the Gas Daily during the month for gas delivered to NNG's Ventura point. The Interruptible Transportation Commodity (ITC) and Firm Transportation Commodity (FTC) shall equal the applicable pipeline Interruptible and Firm Transportation Commodity rates, respectively, and all applicable pipeline charges including, but not limited to: fuel rates and surcharges.

<b>Imbalance Level</b>	<b>Overtake Charge</b>	<b>Undertake Charge</b>
0% - 3%	MIP * 1.00 + ITC	MIP * 1.00 + FTC
>3% - 5%	MIP * 1.02 + ITC	MIP * 1.02 + FTC
>5% - 10%	MIP * 1.10 + ITC	MIP * 1.10 + FTC
>10% - 15%	MIP * 1.20 + ITC	MIP * 1.20 + FTC
>15% - 20%	MIP * 1.30 + ITC	MIP * 1.30 + FTC
>20%	MIP * 1.40 + ITC	MIP * 1.40 + FTC

All conditions of the monthly cashout mechanism apply unless customer and Company agree otherwise. However, Company will treat similarly situated customers on a non-discriminatory basis.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

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(Continued on Sheet No. 5-27)

Date Filed: ~~11-12-09~~<sup>06-27-14</sup> By: ~~Judy M. Pefer~~<sup>David M. Sparby</sup> Effective Date: ~~05-01-11~~<sup>11-01-14</sup>  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153~~<sup>M-14-540</sup> Order Date: ~~12-06-10~~<sup>10-17-14</sup>



**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**NEGOTIATED TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 114**

Section No. 5  
Original-1st Revised Sheet No. 27  
(Renumbered from 5-26a)

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT,  
INTERRUPTION, OR RESTRICTION (Continued)**

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, Such payments, however, shall not preclude Company from shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

**COMPANY OBLIGATION TO SERVE**

Upon termination of this service Company's obligation to provide service under any other rate schedule shall be consistent with the obligation to serve other new customers. Rules and regulation defining Company obligation are set out in Section 6 of this rate book.

**RECEIPT GAS QUALITY**

The gas to be delivered to Company by customer shall be of merchantable quality and shall meet the minimum quality standards established by the interstate pipeline company serving the community in which customer is located. Company may refuse to accept delivery of gas which does not meet this quality standard.

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Date Filed: ~~11-12-09~~06-27-14 By: ~~Judy M. Pifer~~David M. Sparby Effective Date: ~~05-01-11~~  
11-01-14  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153~~M-14-540 Order Date: ~~12-06-10~~  
10-17-14

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**SMALL VOLUME FLEX INTERRUPTIBLE TRANSPORTATION  
OF CUSTOMER OWNED GAS (CLOSED) (Continued)  
RATE CODE 157**

Section No. 5  
~~Original~~1st Revised Sheet No. 33

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT,  
INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) ~~\$1.00~~\$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, Such payments, however, shall not preclude Company from shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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Date Filed: ~~11-12-09~~06-27-14 By: ~~Judy M. Pofar~~David M. Sparby Effective Date: ~~05-01-11~~  
11-01-14  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153~~M-14-540 Order Date: ~~12-06-10~~  
10-17-14

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**LIMITED FIRM SERVICE (Continued)**

Section No. 5  
~~5th~~<sup>6th</sup> Revised Sheet No. 54

**DISTRIBUTION CHARGE**

All usage shall be assessed the distribution charge per Therm from Customer's applicable interruptible rate.

Availability Charge. As specified in the Limited Firm Service Agreement between customer and Company.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate above rates, the higher of (i) ~~\$1.00~~<sup>\$5.00</sup> per Therm, or (ii) an amount equal to any incremental costs incurred by the Company that results from a failure to curtail or interrupt.

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(Continued on Sheet 5-54.1)

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President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-09-1153M-14-540~~ Order Date: ~~12-06-10~~<sup>10-17-14</sup>

**SECTION 6 CURTAILMENT OR INTERRUPTION OF SERVICE**

**6.1 REFUSAL OR DISCONTINUANCE OF SERVICE**

With notice, the Company may refuse or discontinue service in accordance with the provisions of Minnesota Rules 7820.1000 through 7820.3000 and as described in Section 9. Any inconsistency between these tariff provisions and the rule provisions shall be resolved by applying the rule provisions for any of the following reasons: (1) failure to pay amounts payable when due, when the amount outstanding equals or exceeds the amount of the customer's deposit; (2) failure to meet the Company's deposit or credit requirements; (3) breach of contract for service; (4) failure to provide Company with reasonable access to its property or equipment; (5) failure to make proper application for service; (6) failure to comply with any of the Company's rules on file with the Public Utilities Commission; (7) if the customer has failed to furnish service equipment, and/or rights-of-way necessary to serve the customer as specified by the Company as a condition of service; (8) when necessary to comply with any order or request of any governmental authority having jurisdiction; and (9) when determined by the Public Utilities Commission as prescribed by relevant state or other applicable standards.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue gas service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect gas service to any customer: (1) for unauthorized use or if the customer has tampered with the Company's equipment; or (2) in the event a condition appears to be hazardous to the customer, to other customers, to the Company's equipment, or to the public. Any discontinuance of gas service will not relieve the customer from customer's obligations to the Company.

**6.2 CURTAILMENT OF COMPANY'S RETAIL SUPPLY**

The Company may curtail the supply of gas under its retail rate schedule in accordance with the provisions of this section. If a firm customer fails to curtail his use of gas when requested to do so by the Company, customer shall pay to the Company, in addition to the regular rate applicable to the class of service rendered, the amount which equals any payment the Company is required to make to its suppliers, transporters, or for peak shaving costs as a result of such failure to curtail. If an interruptible customer fails to curtail customers use of gas when requested to do so by the Company, customer shall pay to the Company, in addition to the regular rate applicable to the class of service rendered, the amount specified in the "Additional Charge for Use of Gas During Curtailment" provision of the applicable rate schedule. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, Such payments, however, shall not preclude the Company from shutting off the customer's supply of gas in the event of customer's failure to curtail customer use thereof when requested by the Company to do so.

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(Continued on Sheet No. 6-25)

Date Filed: ~~11-09-06~~<sup>06-27-14</sup> By: ~~Cynthia L. Leshner~~<sup>David M. Sparby</sup> Effective Date: ~~01-08-07~~<sup>11-01-14</sup>  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/~~GR-06-1429~~<sup>M-14-540</sup> Order Date: ~~01-04-07~~<sup>10-17-14</sup>

Northern States Power Company, a Minnesota corporation  
~~and wholly owned subsidiary of Xcel Energy Inc.~~  
Minneapolis, Minnesota 55401  
**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
~~2nd~~<sup>3rd</sup> Revised Sheet No. 24

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breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 6-25)

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Docket No.	G002/ <del>GR-06-1429</del> <u>M-14-540</u>		President and CEO of Northern States Power Company, <u>a Minnesota corporation</u>	Order Date:	<del>01-04-07</del> <u>10-17-14</u>

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE GAS SERVICE AGREEMENT  
(Continued)**

Section No. 7  
3rd4th Revised Sheet No. 11

3.0 **RATE AND CHARGES.** All rates and charges applicable to Customer shall be assessed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where Customer receives service. For purposes of this agreement, the Customer agrees to take service pursuant to Xcel Energy's Interruptible Service Rate Schedule (if service is provided to Customer in Minnesota) or Large Interruptible Service Rate Schedule (if service is provided to Customer in North Dakota), attached hereto.

4.0 **CURTAILMENT PRIORITY CATEGORY.** Company shall place Customer in priority category \_\_\_\_\_. It is understood and agreed that this classification shall be subject to revision based on actual experience of operation or modification to the priority of service categories of Company or Company's interstate pipeline suppliers.

If Customer fails to curtail use of gas hereunder when requested to do so by Company, Customer agrees to pay to Company the amount specified in the rate schedule provision "Additional Charge for Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" (if Customer service is provided in Minnesota) or "Additional Charge for Use of Gas During Curtailment" (if Customer service is provided in North Dakota) then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, such payments, however, shall not preclude Company from shutting off Customer's supply of gas in the event of failure to curtail use thereof when requested by Company.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

5.0 **PAYMENT OF BILLS.** All bills are due and payable upon presentation. Late payment charges may apply under the terms of Company's General Rules and Regulations in effect from time to time.

6.0 **TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission in the state where Customer receives service, as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company upon request. Customer agrees to use gas service only as herein stated and will not assign this Agreement except upon written consent of Company.

6.1 **METERING, CHARTS.** Recording charts have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company.

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10-17-14

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT**

(Continued)

Section No. 7

~~3rd~~<sup>4th</sup> Revised Sheet No. 20

2.8 **BALANCING.** Customer and Company agree to balance daily and monthly delivery point nominations with actual deliveries (as defined in Paragraph 3.2) on an ongoing basis. Customer agrees to exert its best efforts to keep daily deliveries within five (5) percent of daily nomination and to keep monthly nominations equal to monthly actual deliveries. Customer or Agent shall be responsible for balancing receipt point nominations made to third party transporting pipeline(s) with receipt point deliveries made by Customer or Agent's gas supplier(s).

3.0 **RATES AND CHARGES.** All rates and charges applicable to Customer shall be addressed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where the service is provided. For purposes of this Agreement, the Customer agrees to take service pursuant to Xcel Energy's Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota) is attached.

Subject to Customer meeting the requirements for "Service on the Flexible Rate" of the Interruptible Transportation Service tariff a Flexible Distribution Charge for small/medium/large Volume of \$\_\_\_\_\_ per Therm shall apply.

3.1 **TAXES.** In addition to the rates specified above, Xcel Energy shall collect any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.

3.2 **PENALTY PROVISION.** Customer shall be liable under the penalty provisions established in Company's Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or its Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota).

3.3 **ADDITIONAL CHARGE FOR USE DURING CURTAILMENT, INTERRUPTION OR RESTRICTION.**

If Customer fails to curtail, interrupt or otherwise restrict use of gas hereunder when requested by Company, Customer agrees to pay to Company the amount specified in the "Additional Charge for Use of Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" provision of the Interruptible Transportation Service rate schedule then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, Such payments, however, shall not preclude Company from shutting off Customer's gas supply in the event of Customer's failure to curtail gas use thereof when requested by Company to do so.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is

(Continued on Sheet No. 7-21)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT**  
**(Continued)**

Section No. 7  
~~3rd~~<sup>4th</sup> Revised Sheet No. 20

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reconnected following a breach of the terms of service or unauthorized use of gas, the customer will  
reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 7-21)

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Docket No. G002/~~GR-09-1153~~M-14-540 Order Date: ~~12-06-10~~  
10-17-14



**Docket No. G002/M-14-540  
Compliance Filing  
Attachment A**

**Final**

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**COMMERCIAL DEMAND BILLED SERVICE (Continued)**  
**RATE CODES: SMALL 119, LARGE 103**

Section No. 5  
4th Revised Sheet No. 4.1

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**DEMAND CHARGE ADJUSTMENT FOR CURTAILMENT**

During any billing period, if gas is not available to the customer due to curtailment of gas supply by Company, the monthly demand charge shall be reduced in proportion to the amount of curtailment during such billing period.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the Northern daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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**TERM OF AGREEMENT**

Unless otherwise agreed, Commercial Demand Billed service shall be for a period of 12 months once billing demand is established, with a 12-month notice of termination.

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**LARGE FIRM TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 104**

Section No. 5  
5th Revised Sheet No. 8

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**MONTHLY UNDERTAKE / OVERTAKE CHARGE (Continued)**

All conditions of the monthly cashout mechanism apply unless customer and Company agree otherwise. However, Company will treat similarly situated customers on a non-discriminatory basis.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the Northern daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 5-9)

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODES: SMALL 105 & 111, MEDIUM 106, LARGE 120**

Section No. 5  
5th Revised Sheet No. 12

The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations in Section 6.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the Northern daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

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The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 5-13)

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)**  
**RATE CODES: SMALL 123, MEDIUM 107, LARGE 124**

Section No. 5  
6th Revised Sheet No. 19

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the NNG daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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**CURTAILMENT CONDITIONS**

On days when customer has gas available for delivery at the town border station, curtailment may result from capacity limitations on the Company's distribution system or other operational considerations.

(Continued on Sheet No. 19.1)

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**NEGOTIATED TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 114**

Section No. 5  
6th Revised Sheet No. 26

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**MONTHLY UNDERTAKE / OVERTAKE CHARGE**

Customer using less gas than the volume customer nominated and delivered to the Company system on the customer's behalf agrees to sell the undertake gas to Company at the applicable undertake rate. Customer using more gas than the volume customer nominated and delivered to the Company system on the customer's behalf agrees to purchase the overtake at the applicable overtake rate. The Monthly Index Price (MIP) shall equal the arithmetic average of all "Weekly Weighted Average Price" values published by the Gas Daily during the month for gas delivered to NNG's Ventura point. The Interruptible Transportation Commodity (ITC) and Firm Transportation Commodity (FTC) shall equal the applicable pipeline Interruptible and Firm Transportation Commodity rates, respectively, and all applicable pipeline charges including, but not limited to: fuel rates and surcharges.

<b>Imbalance Level</b>	<b>Overtake Charge</b>	<b>Undertake Charge</b>
0% - 3%	MIP * 1.00 + ITC	MIP * 1.00 + FTC
>3% - 5%	MIP * 1.02 + ITC	MIP * 1.02 + FTC
>5% - 10%	MIP * 1.10 + ITC	MIP * 1.10 + FTC
>10% - 15%	MIP * 1.20 + ITC	MIP * 1.20 + FTC
>15% - 20%	MIP * 1.30 + ITC	MIP * 1.30 + FTC
>20%	MIP * 1.40 + ITC	MIP * 1.40 + FTC

All conditions of the monthly cashout mechanism apply unless customer and Company agree otherwise. However, Company will treat similarly situated customers on a non-discriminatory basis.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the NNG daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

(Continued on Sheet No. 5-27)

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**NEGOTIATED TRANSPORTATION SERVICE (Continued)**  
**RATE CODE 114**

Section No. 5  
1st Revised Sheet No. 27

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**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT,  
INTERRUPTION, OR RESTRICTION (Continued)**

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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**COMPANY OBLIGATION TO SERVE**

Upon termination of this service Company's obligation to provide service under any other rate schedule shall be consistent with the obligation to serve other new customers. Rules and regulation defining Company obligation are set out in Section 6 of this rate book.

**RECEIPT GAS QUALITY**

The gas to be delivered to Company by customer shall be of merchantable quality and shall meet the minimum quality standards established by the interstate pipeline company serving the community in which customer is located. Company may refuse to accept delivery of gas which does not meet this quality standard.

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

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**SMALL VOLUME FLEX INTERRUPTIBLE TRANSPORTATION  
OF CUSTOMER OWNED GAS (CLOSED) (Continued)  
RATE CODE 157**

Section No. 5  
1st Revised Sheet No. 33

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**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT,  
INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company due to interruption of customer's gas supply upstream from Company's distribution system, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental cost incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Northern Natural Gas Company (NNG). If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the NNG daily delivery variance charge or critical day charge in effect, as defined in NNG's tariff on Sheet No. 53, for such day multiplied by customer's unauthorized use volume.

For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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**COMPANY OBLIGATION TO SERVE**

Upon termination of this service Company's obligation to provide service under any other rate schedule shall be consistent with the obligation to serve other new customers. Rules and regulation defining Company obligation are set out in Section 6 of this rate book.

**RECEIPT GAS QUALITY**

The gas to be delivered to Company by customer shall be of merchantable quality and shall meet the minimum quality standards established by the interstate pipeline company serving the community in which customer is located. Company may refuse to accept delivery of gas which does not meet this quality standard.

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**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**LIMITED FIRM SERVICE (Continued)**

Section No. 5  
6th Revised Sheet No. 54

**DISTRIBUTION CHARGE**

All usage shall be assessed the distribution charge per Therm from Customer's applicable interruptible rate.

Availability Charge. As specified in the Limited Firm Service Agreement between customer and Company.

**ADDITIONAL CHARGE FOR UNAUTHORIZED USE OF GAS DURING SERVICE CURTAILMENT, INTERRUPTION, OR RESTRICTION**

If customer fails to curtail, interrupt, or otherwise restrict (partially or totally) use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate above rates, the higher of (i) \$5.00 per Therm, or (ii) an amount equal to any incremental costs incurred by the Company that results from a failure to curtail or interrupt.

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For customers taking service on Company gas distribution systems connected to Viking Gas Transmission Company (VGT). If VGT calls an operational flow order, the additional charge for unauthorized use will be equal to the unauthorized overrun charge in VGT's Rate Schedule LMS in effect, as defined in VGT's tariff on Sheet No. 5C, for such day multiplied by customer's unauthorized use volume.

The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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## **SECTION 6 CURTAILMENT OR INTERRUPTION OF SERVICE**

### **6.1 REFUSAL OR DISCONTINUANCE OF SERVICE**

With notice, the Company may refuse or discontinue service in accordance with the provisions of Minnesota Rules 7820.1000 through 7820.3000 and as described in Section 9. Any inconsistency between these tariff provisions and the rule provisions shall be resolved by applying the rule provisions for any of the following reasons: (1) failure to pay amounts payable when due, when the amount outstanding equals or exceeds the amount of the customer's deposit; (2) failure to meet the Company's deposit or credit requirements; (3) breach of contract for service; (4) failure to provide Company with reasonable access to its property or equipment; (5) failure to make proper application for service; (6) failure to comply with any of the Company's rules on file with the Public Utilities Commission; (7) if the customer has failed to furnish service equipment, and/or rights-of-way necessary to serve the customer as specified by the Company as a condition of service; (8) when necessary to comply with any order or request of any governmental authority having jurisdiction; and (9) when determined by the Public Utilities Commission as prescribed by relevant state or other applicable standards.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue gas service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect gas service to any customer: (1) for unauthorized use or if the customer has tampered with the Company's equipment; or (2) in the event a condition appears to be hazardous to the customer, to other customers, to the Company's equipment, or to the public. Any discontinuance of gas service will not relieve the customer from customer's obligations to the Company.

### **6.2 CURTAILMENT OF COMPANY'S RETAIL SUPPLY**

The Company may curtail the supply of gas under its retail rate schedule in accordance with the provisions of this section. If a firm customer fails to curtail his use of gas when requested to do so by the Company, customer shall pay to the Company, in addition to the regular rate applicable to the class of service rendered, the amount which equals any payment the Company is required to make to its suppliers, transporters, or for peak shaving costs as a result of such failure to curtail. If an interruptible customer fails to curtail customers use of gas when requested to do so by the Company, customer shall pay to the Company, in addition to the regular rate applicable to the class of service rendered, the amount specified in the "Additional Charge for Use of Gas During Curtailment" provision of the applicable rate schedule. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off the customer's supply of gas in the event of customer's failure to curtail customer use thereof when requested by the Company to do so.

An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 6-25)

Date Filed: 06-27-14 By: David M. Sparby Effective Date: 11-01-14  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. G002/M-14-540 Order Date: 10-17-14

**MINNESOTA GAS RATE BOOK - MPUC NO. 2**

**INTERRUPTIBLE GAS SERVICE AGREEMENT  
(Continued)**

Section No. 7  
4th Revised Sheet No. 11

3.0 **RATE AND CHARGES.** All rates and charges applicable to Customer shall be assessed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where Customer receives service. For purposes of this agreement, the Customer agrees to take service pursuant to Xcel Energy's Interruptible Service Rate Schedule (if service is provided to Customer in Minnesota) or Large Interruptible Service Rate Schedule (if service is provided to Customer in North Dakota), attached hereto.

4.0 **CURTAILMENT PRIORITY CATEGORY.** Company shall place Customer in priority category \_\_\_\_\_. It is understood and agreed that this classification shall be subject to revision based on actual experience of operation or modification to the priority of service categories of Company or Company's interstate pipeline suppliers.

If Customer fails to curtail use of gas hereunder when requested to do so by Company, Customer agrees to pay to Company the amount specified in the rate schedule provision "Additional Charge for Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" (if Customer service is provided in Minnesota) or "Additional Charge for Use of Gas During Curtailment" (if Customer service is provided in North Dakota) then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off Customer's supply of gas in the event of failure to curtail use thereof when requested by Company.

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5.0 **PAYMENT OF BILLS.** All bills are due and payable upon presentation. Late payment charges may apply under the terms of Company's General Rules and Regulations in effect from time to time.

6.0 **TERMS AND CONDITIONS.** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission in the state where Customer receives service, as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company upon request. Customer agrees to use gas service only as herein stated and will not assign this Agreement except upon written consent of Company.

6.1 **METERING, CHARTS.** Recording charts have been replaced by telemetering devices to reduce costs in order to efficiently collect daily meter reading data. In the event of telemetering failure, Customer shall take meter readings on a daily basis at a time specified by Company and shall promptly forward such readings to Company.

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**INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT**  
**(Continued)**

Section No. 7  
4th Revised Sheet No. 20

2.8 **BALANCING.** Customer and Company agree to balance daily and monthly delivery point nominations with actual deliveries (as defined in Paragraph 3.2) on an ongoing basis. Customer agrees to exert its best efforts to keep daily deliveries within five (5) percent of daily nomination and to keep monthly nominations equal to monthly actual deliveries. Customer or Agent shall be responsible for balancing receipt point nominations made to third party transporting pipeline(s) with receipt point deliveries made by Customer or Agent's gas supplier(s).

3.0 **RATES AND CHARGES.** All rates and charges applicable to Customer shall be addressed in conformity with the General Rules and Regulations and/or the Rate Schedule of Xcel Energy's Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where the service is provided. For purposes of this Agreement, the Customer agrees to take service pursuant to Xcel Energy's Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota) is attached.

Subject to Customer meeting the requirements for "Service on the Flexible Rate" of the Interruptible Transportation Service tariff a Flexible Distribution Charge for small/medium/large Volume of \$\_\_\_\_\_ per Therm shall apply.

3.1 **TAXES.** In addition to the rates specified above, Xcel Energy shall collect any sales, use, excise, or other such taxes and city fees that are legally effective and applicable to the service provided hereunder.

3.2 **PENALTY PROVISION.** Customer shall be liable under the penalty provisions established in Company's Interruptible Transportation Service Schedule (if service is provided to Customer in Minnesota) or its Large Commercial Interruptible Transportation Service Schedule (if service is provided to Customer in North Dakota).

3.3 **ADDITIONAL CHARGE FOR USE DURING CURTAILMENT, INTERRUPTION OR RESTRICTION.**

If Customer fails to curtail, interrupt or otherwise restrict use of gas hereunder when requested by Company, Customer agrees to pay to Company the amount specified in the "Additional Charge for Use of Unauthorized Use of Gas During Service Curtailment, Interruption or Restriction" provision of the Interruptible Transportation Service rate schedule then in effect. The payment of a penalty shall not, under any circumstances, be considered as giving the customer the right to take unauthorized gas. Nor shall such payment be considered to exclude or limit any other remedies available to the Company, including, but not limited to, shutting off Customer's gas supply in the event of Customer's failure to curtail gas use thereof when requested by Company to do so.

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An interruptible customer's unauthorized use of gas during an interruption is a breach of the terms of service. Xcel Energy reserves the right to discontinue service for such unauthorized use of gas and/or move non-compliant customers to a different rate class. If an interruptible customer's service is reconnected following a breach of the terms of service or unauthorized use of gas, the customer will reimburse the company for the cost of reconnection.

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(Continued on Sheet No. 7-21)

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## CERTIFICATE OF SERVICE

I, SaGonna Thompson, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

**DOCKET No. G002/M-14-540**

Dated this 27th day of October 2014

/s/

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SaGonna Thompson  
Regulatory Administrator

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