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PUBLIC SERVICE COMMISSION

January 25, 2010

—VIA ELECTRONIC FILING—

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

RE: COMPLIANCE FILING
INACCURATE GAS METERS, RECALCULATION OF BILLS, AND RELATED ISSUES
DOCKET NOS. G-002/CI-08-871 and E, G-002/M-09-224

Dear Dr. Haar:

Northern States Power Company, a Minnesota corporation (“Xcel Energy” or the “Company”) submits this Petition for Approval of Proposed Standards for Investigating and Repairing malfunctioning meter equipment to the Minnesota Public Utilities Commission (the “Commission”) in accordance with the Commission’s October 26, 2009 ORDER REQUIRING REFUND AND OTHER MEASURES TO ADDRESS ISSUES IDENTIFIED IN INVESTIGATION in the above-referenced Dockets.

We have served a copy on the Minnesota Attorney General’s Office- Residential Utilities Division and all parties on the attached service lists.

Please call me at (612) 330-5601 if you have any questions regarding this filing.

Sincerely,

/s/

JODY LONDO
MANAGER, REGULATORY ADMINISTRATION

Enclosures

c: Service Lists

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF DOCKET NOS. G-002/CI-08-871 AND
NORTHERN STATES POWER COMPANY, E,G-002/M-09-224
A MINNESOTA CORPORATION FOR
APPROVAL OF MODIFICATION TO THE **PETITION**
SERVICE RULES IN THE COMPANY'S
NATURAL GAS AND ELECTRIC TARIFFS

INTRODUCTION

Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") submits to the Minnesota Public Utilities Commission (the "Commission") this Petition for approval of proposed standards for investigating and repairing malfunctioning meter equipment. The Company proposes including these standards in the Service Rules contained in its Natural Gas and Electric Rate Books pursuant to Minn. Stat. § 216B.16, and related Minnesota Rules. We believe the proposed investigation and repair standards comply with the direction we received in the Commission's October 26, 2009 ORDER REQUIRING REFUND AND OTHER MEASURES TO ADDRESS ISSUES IDENTIFIED IN INVESTIGATION in Docket No. G002/CI-08-871.

Specifically, the Commission's October 26, 2009 ORDER directed Xcel Energy to modify the proposed tariff filed with our March 6, 2009 Petition to Modify our Metering and Billing Tariffs in Docket No E,G002/M-09-224, to:

- Set a specific deadline for investigating a faulty meter that is shorter than 10 calendar days;
- Set a specific deadline for remediation of malfunctioning meter equipment and do not allow rebilling for the period between a report of malfunction and the remedy if not timely; and
- Allow other source, including Xcel's internal controls, to trigger the timing requirements for meter investigation and remediation.

We believe the proposed tariff provisions strike a balance that benefits customers and the Company in the following ways:

- The proposed timelines are reasonable and provide standards to objectively measure the Company's performance in responding to malfunctioning meter equipment;
- Customers will benefit from the Company's consistent and timely response to reported issues; and
- In those instances where the Company does not resolve a meter equipment issue in the defined timeframe, customers are provided a reasonable remedy.

I. SUMMARY OF FILING

A one-paragraph summary of the filing accompanies this Petition pursuant to Minn. R. 7829.1300, subpt. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subpt. 2 and Minn. Stat. § 216.17, subd. 3, Xcel Energy has electronically filed this document. A summary of the filing has been served on all parties on the attached service list.

III. GENERAL FILING INFORMATION

Pursuant to Minn. R. 7829.1300, subpt. 3, Xcel Energy provides the following required information.

A. Name, Address, and Telephone Number of Utility

Northern States Power Company,
a Minnesota corporation
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

B. Name, Address, and Telephone Number of Utility Attorney

Megan J. Hertzler
Assistant General Counsel
Xcel Energy Services Inc.
414 Nicollet Mall - 5th Floor
Minneapolis, MN 55401
(612) 215-4501

C. Date of Filing and Date Modified Tariff Takes Effect

The date of this filing is January 25, 2010. Xcel Energy proposes that this miscellaneous tariff change become effective 60 days after the Commission's Order approving this Petition.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. §216B.16, subd. 1 prescribes general time lines for rate and tariff changes, including, but not limited to, a requirement of 60 days notice of a proposed tariff change.

The Commission's Rules define this filing as a "miscellaneous tariff filing" under Minn. R. 7829.0100, subpt. 11 because no determination of Xcel Energy's revenue requirement is necessary. Minn. R. 7829.1400, subpt. 1 and 4 permit comments in response to a miscellaneous filing to be filed within 30 days, and reply comments to be filed no later than 10 days thereafter

E. Utility Employee Responsible for Filing

Jody Londo
Manager, Regulatory Administration
Xcel Energy Services Inc.
414 Nicollet Mall - 7th Fl
Minneapolis, MN 55401
(612) 330-5601

IV. EFFECT OF CHANGE UPON XCEL ENERGY'S REVENUE

No change to Xcel Energy revenue is expected as a result of these proposed tariff modifications.

V. DESCRIPTION AND PURPOSE OF FILING

A. Background

As part of our March 6, 2009 response to the natural gas meter reading module failures investigated in Docket No. G-002/CI-08-871, we proposed to modify the Service Rules contained in our natural gas tariff to provide a definitive time period in which the Company would respond to customer inquiries regarding the accuracy of their natural gas meter equipment. Our proposed modifications mirrored existing tariff provisions contained in the Service Rules of the Xcel Energy Electric Rate

Book, which require the Company replace a malfunctioning meter within ten days of the customer's inquiry.¹

While these previously proposed tariff modifications addressed the response time to *investigate* potential meter equipment issues identified through customer inquiries, a timeline for *resolving* a malfunction was not included at that time. In addition, the proposed tariff did not address the timeline to investigate and resolve a meter equipment malfunction identified through the *Company's* internal controls processes.

The Commission's October 26, 2009 ORDER in Docket No. G002/CI-08-871 requires that the Company propose revised electric and natural gas tariffs that include timelines to investigate and resolve all meter equipment malfunctions. We outline below our proposed natural gas and electric tariff modifications, and provide as Attachment A to this filing, redline and clean versions showing these modifications.

B. Description of the Tariff Modifications

Our proposed natural gas and electric tariff modifications make a distinction between customer-identified and Company-identified malfunctioning meter equipment issues. We outline below our proposed tariff provisions and timelines for both Customer- and Company-identified issues, along with the reasons why the time to respond and/or resolve a type of meter equipment issue may differ between natural gas and electric, as well as for customer-identified and Company-identified issues.

1. Natural Gas Meter Equipment

We note that our proposed time to resolve natural gas meter equipment issues varies depending on whether the malfunction involves the Automated Meter Reading ("AMR") module or the meter itself. The reason for this difference is primarily due to the provisions of our contract with Cellnet Technology Midwest, Inc. ("Cellnet"), our meter maintenance supplier, which we further explain below.

a. Customer-Identified Issues

We will investigate a customer's report of potentially malfunctioning natural gas meter equipment (which may involve a malfunction of the meter, the module or both) within *seven* calendar days from the date the customer makes an inquiry.

Upon investigation, if we determine that the AMR module is the malfunctioning equipment, we will repair or replace it within *ten* calendar days of the customer's

¹ The ten day response to customer inquiries regarding the accuracy of electric meters is also required by Minn. R. 7826.1000.

inquiry. If we determine that the meter is the malfunctioning equipment, and it is necessary to replace the natural gas meter, we will replace the meter within 15 calendar days of completing the field investigation, or a total of 22 calendar days from the date of the customer's inquiry.

In its meter maintenance role, Cellnet is the first responder to the majority of field meter maintenance orders, but Cellnet does not perform the work to replace natural gas meters that require replacement. The Company is able to expedite the initial response to customer-identified issues; however, if Cellnet determines that the natural gas meter needs be replaced, Cellnet refers the field order to Xcel Energy personnel to resolve. Xcel Energy personnel then make necessary arrangements to complete the meter replacement, which in many cases requires customer contact and scheduling to have access to the customer's premises and perform any services related to the interruption of service (relight pilot lights, etc).

b. Company-Identified Issues

The Company will investigate potentially malfunctioning natural gas meter equipment, and make any necessary repairs to a malfunctioning AMR module within *fifteen* calendar days from the date the Company identifies the potentially malfunctioning equipment. If we determine that the natural gas *meter* must be replaced, we will replace it within 15 calendar days of completing the field investigation – or a total of 30 calendar days from the date the internal processes identified the potentially faulty equipment.

The shorter timeline for repairing or replacing a Customer-identified potential malfunction of a natural gas meter compared to a Company-identified potential malfunction reflects our use of escalated processes in place with Cellnet, who is typically our first responder to potential malfunctioning meter equipment issues.

In those cases where the Company and the Customer both identify a potential problem with the same meter equipment, the first to have identified the potential problem will establish the timeline for investigating and resolving the malfunctioning equipment.

2. *Electric Meter Equipment*

In the case of potentially faulty electric meter equipment, we will investigate Customer-identified issues within *seven* days of the customer's inquiry and complete the necessary repairs within *ten* calendar days from date of the customer's inquiry, consistent with our timeline to complete any necessary repairs identified through the Company's internal processes.

The timeline we have proposed for resolving an electric meter equipment malfunction is shorter than for resolving natural gas meter equipment. This is because the electric AMR equipment is integrated into the electric meter, whereas natural gas AMR equipment is external to the meter. Consequently, the resolution of any electric AMR and meter issues is typically to replace the combined module/meter. Additionally, while Cellnet does not replace natural gas meters, it does perform electric meter replacements, typically eliminating the time and coordination necessary for a hand-off to a separate work force.

For reference, we provide the below Table summarizing our proposed response timelines:

Response Timeline Summary

Response Type	Customer-Identified Issues		Company-Identified Issues	
	Natural Gas	Electric	Natural Gas	Electric
Investigate	7	7	15	10
Resolve – AMR	10	10	15	10
Resolve – Meter	22	10	30	10

As counted from the date of the customer's report or the Company's identification of the potentially faulty meter equipment, respectively.

3. Exclusions

Because there are circumstances outside of the Company's control that can impact our ability to meet the timelines we have proposed to investigate and resolve potential meter equipment malfunctions, we have outlined a list of reasonable Exclusions in our proposed tariff. These exclusions fall into three categories: Meter Access, Volume and Environmental, and Equipment-Related.

- *Meter Access:* Access to the meter equipment is necessary to complete an investigation or repair, and if we are unable to gain access then the timelines need to be waived.
- *Volume and Environmental.* There may be instances where Company resources need to be diverted to address other maintenance issues, such as during a flood. There are also circumstances where the volume of potential meter equipment to be investigated or repaired is larger than the Company can address within these purposefully short timelines applicable for routine investigations. For example, where a flood has damaged a large number of meters the volume of affected meters may be greater than what our staff can address within the normal timeline.
- *Equipment:* Availability issues outside our control can limit our ability to respond to a reported problem within the indicated timelines.

4. *Billing Adjustments*

Our proposed tariff provides for a customer billing adjustment in cases where we do not meet the indicated timelines for resolving reports of malfunctioning meter equipment.² In summary, if our response time exceeds the applicable timeline in the tariff, we will not bill the customer for any under-billing amount owed for service occurring between the date the potentially malfunctioning meter equipment was first identified (either through a customer report or internal Company controls) and the date the problem was ultimately resolved.

C. Baseline Performance Level

Because the timelines in the Meter Equipment tariff are being proposed without the benefit of supporting historical performance data, the Company will review and report on its performance within 60 days after the conclusion of the first 12 months under the terms of the approved tariff, and at that time recommend to either modify or maintain the approved timelines.

CONCLUSION

We believe our proposed tariff modifications strike a balance of interests for customers and the Company by defining reasonable, specific, and consistent timelines for response to identified meter equipment issues. Xcel Energy respectfully requests that the Commission approve this Petition and the proposed tariff addition to the Company's Service Rules in its Natural Gas and Electric Rate Books.

Dated: January 25, 2010

Northern States Power Company,
a Minnesota corporation

RESPECTFULLY SUBMITTED,

/s/

By: _____
JODY LONDO
MANAGER
REGULATORY ADMINISTRATION

² Unless the reason we do not meet the indicated timeline is a listed Exclusion. See Section B.3. for more information regarding Exclusions.

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION FOR APPROVAL OF MODIFICATION TO THE SERVICE RULES IN THE COMPANY'S NATURAL GAS AND ELECTRIC TARIFFS

DOCKET NOS. G-002/CI-08-871 AND E,G-002/M-09-224

PETITION

SUMMARY

Please take notice that on January 25, 2010, Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") filed with the Minnesota Public Utilities Commission (the "Commission") a Petition for approval of standards for investigating and repairing malfunctioning meter equipment. The Company proposes including those standards in the Service Rules contained in its Natural Gas and Electric Rate Books pursuant to Minn. Stat. § 216B.16 and related Minnesota Rules, and the Commission's October 26, 2009 ORDER REQUIRING REFUND AND OTHER MEASURES TO ADDRESS ISSUES IDENTIFIED IN INVESTIGATION in Docket No. G002/CI-08-871.

Docket Nos. G-002/CI-08-871 AND E,G-002/M-09-224
Attachment A

Proposed Natural Gas and Electric Tariff Sheets

Redline

MINNESOTA GAS RATE BOOK - MPUC NO. 2

**GENERAL RULES AND REGULATIONS
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Date Filed:	<u>06-08-08</u> 01-25-10	By:	<u>David M. Sparby</u> <u>Judy M. Pofert</u>	Effective Date:	<u>08-05-08</u>
Docket No.	<u>E.G002/M-08-566</u> <u>G002/CI-08-871</u> & <u>E.G002/M-09-224</u>		President and CEO of Northern States Power Company, a Minnesota corporation	Order Date:	<u>08-05-08</u>

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.1

3.11 METER EQUIPMENT

A. DEFINITION

"Malfunctioning" means metering equipment that fails to measure and/or record electricity or natural gas usage.

"Meter Equipment" means the meter or devices used in measuring and displaying or recording electricity or natural gas usage.

B. CUSTOMER-IDENTIFIED

1. Natural Gas Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning natural gas meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the natural gas meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy, unless the natural gas meter needs to be replaced. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning electric meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy.

C. COMPANY-IDENTIFIED

1. Natural Gas Meters

If the Company self-identifies potentially malfunctioning natural gas meter equipment, the Company will complete its field investigation along with any necessary repairs within fifteen calendar days of identifying the potentially malfunctioning meter equipment, unless it is necessary to replace the natural gas meter. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

If the Company self-identifies potentially malfunctioning electric meter equipment, the Company will complete its investigation and will repair or replace the malfunctioning meter equipment within ten calendar days of such identification.

(Continued on Sheet No. 6-13.2)

Date Filed: 01-25-10 By: Judy M. Pofert Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.2

3.11 METER EQUIPMENT (Continued)

D. BILLING ADJUSTMENTS

If the Company does not repair or replace natural gas or electric meter equipment found to be malfunctioning within the timelines for repair or replacement established in Sections B and C above, the Company will not rebill the customer for any under-billing amount owed for service occurring between the date the customer reported or the Company identified the potentially malfunctioning meter equipment and the date the Company remedied the meter equipment.

However, the Company may rebill for the amount owed for service occurring between the date the customer contacted the Company questioning the accuracy of their meter equipment or the Company identified the potentially malfunctioning meter equipment and the date the Company investigated or remedied the meter equipment if the Company's actions were delayed as a result of any Exclusions identified in Section E below.

Subject to the requirements of the Meter Equipment tariff, the Company will apply its Billing Adjustments tariff language in Section No. 6 of the Company's GENERAL RULES AND REGULATIONS to any rebilling resulting from malfunctioning meter equipment.

E. EXCLUSIONS

In the case where the Company's field investigation identifies malfunctioning meter equipment, but the Company otherwise obtains accurate and consistent customer billing meter readings, the prescribed timeframes in Sections B and C above are not applicable.

The Company will make its best efforts to meet the prescribed timeframes in Sections B and C above. However, the following issues may cause delays in the Company's ability to investigate or remedy malfunctioning meter equipment in those prescribed timeframes:

Meter Access

- Meter is inaccessible due to a physical object built around it or blocking it;
- Meter is inaccessible due to locked fence or other property access problem;
- Customer appointment is needed to gain access to meter and Company is unable to obtain timely access to meter and/or access to inside of premise;
- Property re-modeling prevents access;
- Vacant or unknown property ownership; or
- Customer refuses the Company access to meter and/or access to inside of premise;

(Continued on Sheet No. 6-13.3)

Date Filed: 01-25-10 By: Judy M. Pofert Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.3

3.11 METER EQUIPMENT

E. EXCLUSIONS (Continued)

Volume and Environmental

- Periods of emergency;
- Work stoppages;
- Catastrophe or natural disaster;
- Severe winter or other weather conditions (flood, etc.) preventing access to meter equipment, causing unusual levels of potential meter malfunctions, or causing difficulties in deployment of resources;
- Civil unrest or other events affecting large numbers of customers; or
- Significant or unusual events requiring metering resources to be deployed to other critical activities;

Equipment

- Equipment availability (appropriate meter/automated meter reading module not available);
- Catastrophic or systemic meter equipment failures or recalls;
- Pre-planned or scheduled meter equipment replacements;
- Instances requiring specially-made meter equipment; or
- Customer non-compliance with established Codes and/or Company requirements; or
- Repair or replacement of other equipment and systems necessary to collect and transmit usage data such as AMR communication network equipment and associated devices.

Date Filed: 01-25-10 By: Judy M. Pofert Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

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(Continued on Sheet No. 6-2)

Date Filed: 01-25-10 By: Judy M. Pofert Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.1

3.11 METER EQUIPMENT

A. DEFINITION

"Malfunctioning" means metering equipment that fails to measure and/or record electricity or natural gas usage.

"Meter Equipment" means the meter or devices used in measuring and displaying or recording electricity or natural gas usage.

B. CUSTOMER-IDENTIFIED

1. Natural Gas Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning natural gas meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the natural gas meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy, unless the natural gas meter needs to be replaced. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning electric meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy.

C. COMPANY-IDENTIFIED

1. Natural Gas Meters

If the Company self-identifies potentially malfunctioning natural gas meter equipment, the Company will complete its field investigation along with any necessary repairs within fifteen calendar days of identifying the potentially malfunctioning meter equipment; unless it is necessary to replace the natural gas meter. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

If the Company self-identifies potentially malfunctioning electric meter equipment, the Company will complete its investigation and will repair or replace the malfunctioning meter equipment within ten calendar days of such identification.

(Continued on Sheet No. 6-13.2)

Date Filed:	01-25-10	By: Judy M. Pofert	Effective Date:
		President and CEO of Northern States Power Company, a Minnesota corporation	
Docket No.	G002/C1-08-871 & E, G002/M-09-224		Order Date:

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.2

3.11 METER EQUIPMENT (Continued)

D. BILLING ADJUSTMENTS

If the Company does not repair or replace natural gas or electric meter equipment found to be malfunctioning within the timelines for repair or replacement established in Sections B and C above, the Company will not rebill the customer for any under-billing amount owed for service occurring between the date the customer reported or the Company identified the potentially malfunctioning meter equipment and the date the Company remedied the meter equipment.

However, the Company may rebill for the amount owed for service occurring between the date the customer contacted the Company questioning the accuracy of their meter equipment or the Company identified the potentially malfunctioning meter equipment and the date the Company investigated or remedied the meter equipment if the Company's actions were delayed as a result of any Exclusions identified in Section E below.

Subject to the requirements of the Meter Equipment tariff, the Company will apply its Billing Adjustments tariff language in Section No. 6 of the Company's GENERAL RULES AND REGULATIONS to any rebilling resulting from malfunctioning meter equipment.

E. EXCLUSIONS

In the case where the Company's field investigation identifies malfunctioning meter equipment, but the Company otherwise obtains accurate and consistent customer billing meter readings, the prescribed timeframes in Sections B and C above are not applicable.

The Company will make its best efforts to meet the prescribed timeframes in Sections B and C above. However, the following issues may cause delays in the Company's ability to investigate or remedy malfunctioning meter equipment in those prescribed timeframes:

Meter Access

- Meter is inaccessible due to a physical object built around it or blocking it;
- Meter is inaccessible due to locked fence or other property access problem;
- Customer appointment is needed to gain access to meter and Company is unable to obtain timely access to meter and/or access to inside of premise;
- Property re-modeling prevents access;
- Vacant or unknown property ownership; or
- Customer refuses the Company access to meter and/or access to inside of premise;

(Continued on Sheet No. 6-13.3)

Date Filed: 01-25-10 By: Judy M. Pofert Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 13.3

3.11 METER EQUIPMENT

E. EXCLUSIONS (Continued)

Volume and Environmental

- Periods of emergency;
- Work stoppages;
- Catastrophe or natural disaster;
- Severe winter or other weather conditions (flood, etc.) preventing access to meter equipment, causing unusual levels of potential meter malfunctions, or causing difficulties in deployment of resources;
- Civil unrest or other events affecting large numbers of customers; or
- Significant or unusual events requiring metering resources to be deployed to other critical activities;

Equipment

- Equipment availability (appropriate meter/automated meter reading module not available);
- Catastrophic or systemic meter equipment failures or recalls;
- Pre-planned or scheduled meter equipment replacements;
- Instances requiring specially-made meter equipment; or
- Customer non-compliance with established Codes and/or Company requirements; or
- Repair or replacement of other equipment and systems necessary to collect and transmit usage data such as AMR communication network equipment and associated devices.

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Date Filed: 01-25-10 By: Judy M. Poferl Effective Date:
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. G002/CI-08-871 & E,G002/M-09-224 Order Date:

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.2

3.15 METER EQUIPMENT

A. DEFINITION

"Malfunctioning" means metering equipment that fails to measure and/or record electricity or natural gas usage.

"Meter Equipment" means the meter or devices used in measuring and displaying or recording electricity or natural gas usage.

B. CUSTOMER-IDENTIFIED

1. Natural Gas Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning natural gas meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the natural gas meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy, unless the natural gas meter needs to be replaced. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

The Company will make reasonable efforts to determine whether potentially malfunctioning electric meter equipment is actually malfunctioning within seven calendar days of the customer's contact questioning its accuracy. If the meter equipment is found to be malfunctioning, the Company will repair or replace the malfunctioning meter equipment within ten calendar days of the customer's initial contact questioning the meter's accuracy.

C. COMPANY-IDENTIFIED

1. Natural Gas Meters

If the Company self-identifies potentially malfunctioning natural gas meter equipment, the Company will complete its field investigation along with any necessary repairs within fifteen calendar days of identifying the potentially malfunctioning meter equipment, unless it is necessary to replace the natural gas meter. If the natural gas meter must be replaced, the Company will complete the natural gas meter change within fifteen calendar days of completing its field investigation.

2. Electric Meters

If the Company self-identifies potentially malfunctioning electric meter equipment, the Company will complete its investigation and will repair or replace the malfunctioning meter equipment within ten calendar days of such identification.

(Continued on Sheet No. 6-17.3)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.3

3.15 METER EQUIPMENT (Continued)

D. BILLING ADJUSTMENTS

If the Company does not repair or replace natural gas or electric meter equipment found to be malfunctioning within the timelines for repair or replacement established in Sections B and C above, the Company will not rebill the customer for any under-billing amount owed for service occurring between the date the customer reported or the Company identified the potentially malfunctioning meter equipment and the date the Company remedied the meter equipment.

However, the Company may rebill for the amount owed for service occurring between the date the customer contacted the Company questioning the accuracy of their meter equipment or the Company identified the potentially malfunctioning meter equipment and the date the Company investigated or remedied the meter equipment if the Company's actions were delayed as a result of any Exclusions identified in Section E below.

Subject to the requirements of the Meter Equipment tariff, the Company will apply its Billing Adjustments tariff language in Section No. 6 of the Company's GENERAL RULES AND REGULATIONS to any rebilling resulting from malfunctioning meter equipment.

E. EXCLUSIONS

In the case where the Company's field investigation identifies malfunctioning meter equipment, but the Company otherwise obtains accurate and consistent customer billing meter readings, the prescribed timeframes in Sections B and C above are not applicable.

The Company will make its best efforts to meet the prescribed timeframes in Sections B and C above. However, the following issues may cause delays in the Company's ability to investigate or remedy malfunctioning meter equipment in those prescribed timeframes:

Meter Access

- Meter is inaccessible due to a physical object built around it or blocking it;
- Meter is inaccessible due to locked fence or other property access problem;
- Customer appointment is needed to gain access to meter and Company is unable to obtain timely access to meter and/or access to inside of premise;
- Property re-modeling prevents access;
- Vacant or unknown property ownership; or
- Customer refuses the Company access to meter and/or access to inside of premise;

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.4

3.15 METER EQUIPMENT

E. EXCLUSIONS (Continued)

Volume and Environmental

- Periods of emergency;
- Work stoppages;
- Catastrophe or natural disaster;
- Severe winter or other weather conditions (flood, etc.) preventing access to meter equipment, causing unusual levels of potential meter malfunctions, or causing difficulties in deployment of resources;
- Civil unrest or other events affecting large numbers of customers; or
- Significant or unusual events requiring metering resources to be deployed to other critical activities;

Equipment

- Equipment availability (appropriate meter/automated meter reading module not available);
- Catastrophic or systemic meter equipment failures or recalls;
- Pre-planned or scheduled meter equipment replacements;
- Instances requiring specially-made meter equipment; or
- Customer non-compliance with established Codes and/or Company requirements; or
- Repair or replacement of other equipment and systems necessary to collect and transmit usage data such as AMR communication network equipment and associated devices.

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4.1	Use of Service	6-18
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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.2

3.15 METER EQUIPMENT

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(Continued on Sheet No. 6-17.3)

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.3

3.15 METER EQUIPMENT (Continued)

D. BILLING ADJUSTMENTS

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- Customer refuses the Company access to meter and/or access to inside of premise;

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GENERAL RULES AND REGULATIONS (Continued)

Section No. 6
Original Sheet No. 17.4

3.15 METER EQUIPMENT

E. EXCLUSIONS (Continued)

Volume and Environmental

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- Customer non-compliance with established Codes and/or Company requirements; or
- Repair or replacement of other equipment and systems necessary to collect and transmit usage data such as AMR communication network equipment and associated devices.

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CERTIFICATE OF SERVICE

I, John Clay, 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 NOS. G-002/CI-08-871 AND E,G-002/M-09-224

Dated this 25th day of January 2010

/s/

John Clay

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_8-871_1	Aakash	Chandarana	achandarana@briggs.com	BRIGGS and MORGAN	2200 IDS Center 80 South 8th Street Minneapolis, MN 554022157	Paper Service	No
OFF_SL_8-871_1	Bill	Bullard		South Dakota Public Utilities Commis	Capitol Building Pierre, SD 575015070	Paper Service	No
OFF_SL_8-871_1	Burt W.	Haar	burt.haar@state.mn.us	MN Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No
OFF_SL_8-871_1	Christopher	Clark	christopher.b.clark@xcelenergy.com	Xcel Energy	5th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No
OFF_SL_8-871_1	Darrell	Nitschke		North Dakota Public Service Commission	600 E. Boulevard Avenue Bismarck, ND 585050480	Paper Service	No
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Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_8-871_1	Sharon	Ferguson	sharon.ferguson@state.mn.us	State of MN - DOC	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No
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Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_09-224_1	Burt W.	Haar	burt.haar@state.mn.us	MN Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes
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