

**Proposed Tariff Sheets**

**North Dakota Gas Rate Book - NDPSC No. 2**

- Sheet No. 3-1, revision 3
- Sheet No. 5-1, revision 9
- Sheet No. 5-2, revision 9
- Sheet No. 5-4, revision 9
- Sheet No. 5-6, revision 9
- Sheet No. 5-9, revision 7
- Sheet No. 5-13, revision 6
- Sheet No. 6-14, revision 1
- Sheet No. 6-15, revision 1

# **Proposed Legislative Tariffs**

**NORTH DAKOTA COMMUNITIES SERVED**

Section No. 3  
~~2nd~~<sup>3rd</sup> Revised Sheet No. 1

In the State of North Dakota, the Company supplies retail natural gas service in the communities ~~and counties~~ shown below:

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COMMUNITIES

AREA OFFICE

Briarwood	Fargo
Buffalo	Fargo
Casselton*	Fargo
Emerado	Grand Forks
Fargo*	Fargo
Frontier	Fargo
Grand Forks*	Grand Forks
Horace*	Fargo
Mapleton	Fargo
Oriska	Fargo
Prairie Rose	Fargo
Reile's Acres	Fargo
Thompson	Grand Forks
Tower City	Fargo
West Fargo*	Fargo
Unincorporated Areas in Cass County	Fargo
Unincorporated Areas in Grand Forks County	Grand Forks

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\* City Fee applicable - See City Fee Rider.

Date Filed: ~~09-01-21~~<sup>12-29-23</sup>

By: Christopher B. Clark

Effective Date: 11-01-22

President, Northern States Power Company, a Minnesota corporation

Case No. ~~PU-21-38123-~~

Order Date: 10-27-22

**RESIDENTIAL SERVICE**  
**RATE CODE 401**

Section No. 5  
8~~th~~<sup>9th</sup> Revised Sheet No. 1

**AVAILABILITY**

This rate is available to any residential customer for domestic use of natural gas service.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**RATE**

Delivery Services Charge per Month	<del>\$22.25</del> <u>25.00</u>	RC
<u>Distribution Charge per Therm</u>	<u>\$0.06155</u>	N
Cost of Gas Charge per Therm	Determined Monthly	D

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Delivery Services Charge. T  
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**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**RATE CODE 403 AND 410**

Section No. 5  
8th9th Revised Sheet No. 2

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**AVAILABILITY**

This rate is available to any commercial and industrial customer for general use of natural gas service.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**RATE**

Basic Service Charge per Month	\$35.00	R
Distribution Charge per Therm	<del>\$0.1358</del> <u>10.18665</u>	RC
Cost of Gas Charge per Therm	Determined Monthly	

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

**SMALL INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODE 404**

Section No. 5  
8~~th~~<sup>9th</sup> Revised Sheet No. 4

**RATE**

Basic Service Charge per Month \$~~100.00~~125.00

RC

Distribution Charge per Therm \$~~0.110650~~0.14549

RC

Cost of Gas Charge per Therm Determined Monthly

D

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**ADDITIONAL CHARGE FOR USE OF GAS DURING CURTAILMENT**

If customer fails to curtail use of gas hereunder when requested to do so by Company, customer shall pay in addition to the appropriate above rates, either an amount equal to any payment Company is required to make to its pipeline supplier under the terms of its town border contract as a result of such failure to curtail, or \$5.00 per Therm of gas used in excess of the volume of gas to which customer is requested to curtail, whichever amount is greater. The payment of a penalty does not, under any circumstances, give the customer a contractual option to take unauthorized natural gas. Nor does such payment exclude or limit any other remedies available to the Company, including, but not limited to, shutting off the offending customer's supply of natural gas in the event they fail to curtail, interrupt, or restrict their use when notified by Company to do so.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

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**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

**PRIORITY CLASSIFICATION**

Priority 1 shall have first priority. Curtailment shall begin with Priority 8 and progress to Priority 1. Priority classifications are defined in the General Rules and Regulations.

**TERM OF AGREEMENT**

Service agreement shall be for a term of not less than one year. Upon expiration of term, agreement continues in force until terminated by at least 30 days' written notice by either party.

Date Filed: 40-12-24~~12-29-23~~

By: Christopher B. Clark

Effective Date: 11-01-22

President, Northern States Power Company, a Minnesota corporation

Case No. PU-24-38~~123-~~

Order Date: 10-27-22

**NORTH DAKOTA GAS RATE BOOK - NDPSC NO. 2**

**LARGE INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODE 405**

Section No. 5  
8th9th Revised Sheet No. 6

**RATE**

Basic Service Charge per Month \$275.00  
Distribution Charge per Therm \$0.076360.11330  
Cost of Gas Charge per Therm Determined Monthly

RC

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**FLEXIBLE DISTRIBUTION CHARGE**

Customers are normally served on the fixed rate but will be placed on the flexible rate if, for pricing reasons, the flexible rate is necessary to compete with a non-gas alternate energy supply/service. Company and customer will agree to a Distribution Charge within the range specified for Rate Code 407, Section 5, Sheet 8. Unless otherwise agreed, a five day notice of price change shall be provided. If Company and customer cannot agree to a flexible distribution charge and customer nonetheless uses gas, then customer shall be charged the maximum allowable flexible distribution charge.

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**ADDITIONAL CHARGE FOR USE OF GAS DURING CURTAILMENT**

If customer fails to curtail use of gas hereunder when requested to do so by Company, customer shall pay in addition to the appropriate above rates, either an amount equal to any payment Company is required to make to its pipeline supplier under the terms of its town border contract as a result of such failure to curtail, or \$5.00 per Therm of gas used in excess of the volume of gas to which customer is requested to curtail, whichever amount is greater. The payment of a penalty does not, under any circumstances, give the customer a contractual option to take unauthorized natural gas. Nor does such payment exclude or limit any other remedies available to the Company, including, but not limited to, shutting off the offending customer's supply of natural gas in the event they fail to curtail, interrupt, or restrict their use when notified by Company to do so.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

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**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

**PRIORITY CLASSIFICATION**

Priority 1 shall have first priority. Curtailment shall begin with Priority 8 and progress to Priority 1. Priority classifications are defined in the General Rules and Regulations.

(Continued on Sheet No. 5-7)

Date Filed: ~~40-12-24~~12-29-23 By: Christopher B. Clark Effective Date: 11-01-22  
President, Northern States Power Company, a Minnesota corporation  
Case No. PU-21-38423- Order Date: 10-27-22

**LARGE COMMERCIAL INTERRUPTIBLE TRANSPORTATION SERVICE**  
**(Continued)**  
**RATE CODE 407**

Section No. 5  
~~6th~~7th Revised Sheet No. 9

**RATE**

Basic Service Charge per Month \$300.00

	<u>Minimum</u>	<u>Maximum</u>
Distribution Charge per Therm	\$0.0060	<del>\$0.076360</del> .11330

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Unless otherwise agreed to between customer and Company, five days notice of price change shall be provided.

**NEGOTIATED RATE PROVISION**

In specific cases involving a commercial or industrial customer for whom physical bypass of the Company's gas distribution system is, in the judgment of Company, economically feasible and practical, Company may negotiate customer-specific transportation service contracts which prescribe rates lower than the stated tariff rates shown above. The terms and conditions related to such contracts are as follows:

1. Customer must provide Company with information documenting the availability of bypass and customer's intent to physically bypass the Company's facilities absent service hereunder.
2. Customer shall enter into a contract with Company specifying the nature of the service to be supplied, the rates to be paid, and such other Terms and Conditions of Service as are mutually agreeable but not contrary to any of the specific Terms and Conditions set forth on this tariff.
3. The contract term under this service classification shall be no less than one year. Unless otherwise agreed, upon expiration of term, the Agreement continues in force until terminated by at least 180 days written notice by either party.
4. The rates set forth herein apply only to the transportation of gas by Company. In addition, if Company agrees, customer may purchase gas from Company during any month at the Company's monthly gas demand (if applicable) cost and commodity rate filed under the Purchased Gas Adjustment. The applicable charge shall be based on the customer's class under which customer would take service as a retail customer of Company.

The rate contained in a negotiated service contract will be within the minimum rate of \$0.0022 per Therm and the maximum rate as stated in the interruptible transportation tariff. The rate and contract terms must be sufficient to recover all incremental variable costs that Company incurs to serve the customer plus a reasonable contribution towards fixed costs (at least 10% of the customer's rate). The specific charges for service shall include the operating and maintenance costs associated with all meters, main and service pipe required to serve the customer, all monthly or annual leak, odorant and regulator surveys related to the customer's service and all sales and billing time required to serve the customer's account. Customer will pay all costs related to any construction of new or expanded service. The specific charges for service under this classification shall be stated in the agreement executed with each customer served hereunder.

(Continued on Sheet No. 5-10)

Date Filed:	<del>09-01-21</del> 12-29-23	By: Christopher B. Clark	Effective Date:	<del>11-01-22</del>
		President, Northern States Power Company, a Minnesota corporation		
Case No.	<del>PU-21-38423-</del>		Order Date:	<del>10-27-22</del>

**LARGE COMMERCIAL FIRM TRANSPORTATION SERVICE  
 RATE CODE 415**

Section No. 5  
~~5th~~6th Revised Sheet No. 13

**AVAILABILITY**

This rate is available on a firm basis to a customer who has made arrangements to have gas other than Company system supply delivered to a Company town border station and whose maximum daily requirements are more than 2,000 Therms.

**CHARACTER OF SERVICE**

Service shall be provided through a Company owned meter with telemetering or other automated meter reading capabilities installed. Company may, at its option, take title to transportation gas if necessary to arrange interstate pipeline transportation to Company town border station.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption in Ccf will be adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**SUPERCOMPRESSIBILITY ADJUSTMENT**

For customers served at 25 PSIG or greater, an adjustment factor or correction device shall be used to correct gas consumption measurements for super compressibility.

**RATE**

Customer Charge per Month \$300.00

	<u>Minimum</u>	<u>Maximum</u>	
Demand Charge per Therm per Month of Billed Demand	\$0.05790	<del>\$0.87522</del> 1.20286	C
Energy Charge per Therm	<del>\$0.00898</del> 0.01240	<del>\$0.04365</del> 0.05999	C

Unless otherwise agreed to, a five-day notice of any change in the energy charge shall be provided.

(Continued on Sheet No. 5-13.1)

Date Filed:	<del>09-01-24</del> 12-29-23	By: Christopher B. Clark	Effective Date:	11-01-22
		President, Northern States Power Company, a Minnesota corporation		
Case No.	PU-21-38423-		Order Date:	10-27-22



**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
 Original~~1st~~ Revised Sheet No. 14  
 Relocated from NDPSG No. 1 Sheet No. G-29 &  
 G-30

**4.1 USE OF SERVICE (Continued)**

B. (Continued)

1. For the purposes of this paragraph, a "single building" is defined as follows:
  - a. A self-contained complete structure separated by space from all other structures; or
  - b. A structure having common walls or party walls with adjoining structures. However, each portion of a structure separated from other portions in that structure by an area separation wall as defined in the Uniform Building Code (1973), and each portion of a structure separated from other portions thereof by a street, alley, highway, or any other public way (regardless of connections over or under such street, alley, highway, or public way) is a single building.
2. For the purposes of this paragraph, structures or portions of a structure shall not be considered a "single building" merely by reason of the existence of underground ducts or tunnels, common heating or utility facilities, garages, passageways, common entry halls or elevators, or any other similar facilities.

**4.2 CUSTOMER'S PIPING AND EQUIPMENT**

The customer will install, maintain, and keep in repair its piping and equipment as prescribed by any public authority with jurisdiction over the installation of gas facilities. In the event the customer fails to do so, or if the Company finds that the customer's piping or equipment, in the Company's opinion, is not adequate and safe, or that the operation thereof under existing conditions is not safe, the Company may discontinue the supply of gas.

Any inspection of a customer's piping and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's piping or equipment.

Delivery Pressures. Typical delivery pressure is between 6"-7" w.c. depending on service territory. Delivery pressures higher than the typical delivery pressures is considered an elevated delivery pressure. In circumstances that require elevated delivery pressure it is the responsibility of the customer or customer representative to install the appropriate fuel line protections and accept responsibility for confirming their fuel line and appliances are fit for the requested delivery pressure and assume liability for failing to comply with this requirement.

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(Continued on Sheet No. 6-15)

Date Filed: ~~8-21-96~~ 12-29-23 By: ~~Kenneth J. Zagzebski~~ Christopher B. Clark Effective Date: 9-1-96  
 General Manager & Chief Executive President, Northern States Power Company, a Minnesota corporation  
 Case No. PU-400-95-55923- NSP—North Dakota Order Date: 8-28-96



**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
 Original 1st Revised Sheet No. 15  
 Relocated from NDPSC No. 1 Sheet No. G-30

**4.2 CUSTOMER'S PIPING AND EQUIPMENT (Continued)**

Maintenance, Relocation, Abandonment. Customer agrees to maintain the utility clearance requirements over and around all Xcel Energy underground service facilities after installation. Customer agrees to pay the cost of relocating any portion of Xcel Energy's facilities made to accommodate customer needs or required because of alterations to the property which includes any altering of grade, additions to structures, installations of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of Xcel Energy's facilities impracticable (this is a safety issue as well). Customer will not enclose or build over the gas service and/or meter at any time. Customer must maintain the proper clearance requirements set forth by the Xcel Energy Standards and Use Manual. In the event alterations to the property are needed that may affect utility services provided by Xcel Energy including load (electric) and/or delivery pressures (gas), Customer agrees to initiate a building and remodeling request prior to any alterations.

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The Company may, however, at any time require a customer to make such changes in his equipment or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment, or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property.

The customer will not make a material increase in his load or equipment without first making arrangements with the Company for additional gas supply. The piping, meters, and appurtenances used in furnishing gas service to a customer have a definite capacity and any increase in load or equipment may require a change in the Company's equipment.

Date Filed: 8-21-96 12-29- By: ~~Kenneth J. Zagzebski~~ Christopher B. Clark Effective Date: 9-1-96  
23

General Manager & Chief Executive President, Northern State Power Company, a Minnesota corporation  
 Case No. PU-400-95-55923- NSP - North Dakota Order Date: 8-28-96

**Proposed  
Non-Legislative  
Tariffs**

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**NORTH DAKOTA COMMUNITIES SERVED**

Section No. 3  
3rd Revised Sheet No. 1

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In the State of North Dakota, the Company supplies retail natural gas service in the communities shown below:

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<u>COMMUNITIES</u>	<u>AREA OFFICE</u>
Briarwood	Fargo
Buffalo	Fargo
Casselton*	Fargo
Emerado	Grand Forks
Fargo*	Fargo
Frontier	Fargo
Grand Forks*	Grand Forks
Horace*	Fargo
Mapleton	Fargo
Oriska	Fargo
Prairie Rose	Fargo
Reile's Acres	Fargo
Thompson	Grand Forks
Tower City	Fargo
West Fargo*	Fargo
Unincorporated Areas in Cass County	Fargo
Unincorporated Areas in Grand Forks County	Grand Forks

\* City Fee applicable - See City Fee Rider.

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

Case No. PU-23-

President, Northern States Power Company, a Minnesota corporation

Order Date:

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**RESIDENTIAL SERVICE**  
**RATE CODE 401**

Section No. 5  
9th Revised Sheet No. 1

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**AVAILABILITY**

This rate is available to any residential customer for domestic use of natural gas service.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**RATE**

Delivery Services Charge per Month	\$25.00	C
Distribution Charge per Therm	\$0.06155	N
Cost of Gas Charge per Therm	Determined Monthly	

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Delivery Services Charge.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

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Date Filed: 12-29-23

By: Christopher B. Clark  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Case No. PU-23-

Order Date:

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**COMMERCIAL AND INDUSTRIAL SERVICE  
RATE CODE 403 AND 410**

Section No. 5  
9th Revised Sheet No. 2

---

**AVAILABILITY**

This rate is available to any commercial and industrial customer for general use of natural gas service.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**RATE**

Basic Service Charge per Month	\$35.00
Distribution Charge per Therm	\$0.18665
Cost of Gas Charge per Therm	Determined Monthly

C

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Case No. PU-23-

Order Date:

**NORTH DAKOTA GAS RATE BOOK - NDPSC NO. 2**

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**SMALL INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODE 404**

Section No. 5  
9th Revised Sheet No. 4

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**RATE**

Basic Service Charge per Month	\$125.00	C
Distribution Charge per Therm	\$0.14549	C
Cost of Gas Charge per Therm	Determined Monthly	

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**ADDITIONAL CHARGE FOR USE OF GAS DURING CURTAILMENT**

If customer fails to curtail use of gas hereunder when requested to do so by Company, customer shall pay in addition to the appropriate above rates, either an amount equal to any payment Company is required to make to its pipeline supplier under the terms of its town border contract as a result of such failure to curtail, or \$5.00 per Therm of gas used in excess of the volume of gas to which customer is requested to curtail, whichever amount is greater. The payment of a penalty does not, under any circumstances, give the customer a contractual option to take unauthorized natural gas. Nor does such payment exclude or limit any other remedies available to the Company, including, but not limited to, shutting off the offending customer's supply of natural gas in the event they fail to curtail, interrupt, or restrict their use when notified by Company to do so.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

**PRIORITY CLASSIFICATION**

Priority 1 shall have first priority. Curtailment shall begin with Priority 8 and progress to Priority 1. Priority classifications are defined in the General Rules and Regulations.

**TERM OF AGREEMENT**

Service agreement shall be for a term of not less than one year. Upon expiration of term, agreement continues in force until terminated by at least 30 days' written notice by either party.

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Case No. PU-23-

Order Date:

**NORTH DAKOTA GAS RATE BOOK - NDPSC NO. 2**

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**LARGE INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODE 405**

Section No. 5  
9th Revised Sheet No. 6

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**RATE**

Basic Service Charge per Month	\$275.00
Distribution Charge per Therm	\$0.11330
Cost of Gas Charge per Therm	Determined Monthly

C

**FLEXIBLE DISTRIBUTION CHARGE**

Customers are normally served on the fixed rate but will be placed on the flexible rate if, for pricing reasons, the flexible rate is necessary to compete with a non-gas alternate energy supply/service. Company and customer will agree to a Distribution Charge within the range specified for Rate Code 407, Section 5, Sheet 8. Unless otherwise agreed, a five day notice of price change shall be provided. If Company and customer cannot agree to a flexible distribution charge and customer nonetheless uses gas, then customer shall be charged the maximum allowable flexible distribution charge.

**DETERMINATION OF COST OF GAS**

Wholesale natural gas costs fluctuate due to market conditions, pipeline delivery and storage cost changes, and seasonal demand variations. The Company's costs of purchasing delivered wholesale natural gas is determined each month as defined in the Cost of Gas Rider.

**ADDITIONAL CHARGE FOR USE OF GAS DURING CURTAILMENT**

If customer fails to curtail use of gas hereunder when requested to do so by Company, customer shall pay in addition to the appropriate above rates, either an amount equal to any payment Company is required to make to its pipeline supplier under the terms of its town border contract as a result of such failure to curtail, or \$5.00 per Therm of gas used in excess of the volume of gas to which customer is requested to curtail, whichever amount is greater. The payment of a penalty does not, under any circumstances, give the customer a contractual option to take unauthorized natural gas. Nor does such payment exclude or limit any other remedies available to the Company, including, but not limited to, shutting off the offending customer's supply of natural gas in the event they fail to curtail, interrupt, or restrict their use when notified by Company to do so.

**MONTHLY MINIMUM CHARGE**

Basic Service Charge.

**CITY FEE RIDER**

In certain communities, bills are subject to the applicable city fee provided for in the City Fee Rider.

**LATE PAYMENT CHARGE**

A 1.0% late payment charge will be added to the unpaid balance on date due.

**PRIORITY CLASSIFICATION**

Priority 1 shall have first priority. Curtailment shall begin with Priority 8 and progress to Priority 1. Priority classifications are defined in the General Rules and Regulations.

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(Continued on Sheet No. 5-7)

Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Case No. PU-23-

Order Date:

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**LARGE COMMERCIAL INTERRUPTIBLE TRANSPORTATION SERVICE**  
**(Continued)**  
**RATE CODE 407**

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Section No. 5  
7th Revised Sheet No. 9

**RATE**

Basic Service Charge per Month \$300.00

	<u>Minimum</u>	<u>Maximum</u>
Distribution Charge per Therm	\$0.0060	\$0.11330

C

Unless otherwise agreed to between customer and Company, five days notice of price change shall be provided.

**NEGOTIATED RATE PROVISION**

In specific cases involving a commercial or industrial customer for whom physical bypass of the Company's gas distribution system is, in the judgment of Company, economically feasible and practical, Company may negotiate customer-specific transportation service contracts which prescribe rates lower than the stated tariff rates shown above. The terms and conditions related to such contracts are as follows:

1. Customer must provide Company with information documenting the availability of bypass and customer's intent to physically bypass the Company's facilities absent service hereunder.
2. Customer shall enter into a contract with Company specifying the nature of the service to be supplied, the rates to be paid, and such other Terms and Conditions of Service as are mutually agreeable but not contrary to any of the specific Terms and Conditions set forth on this tariff.
3. The contract term under this service classification shall be no less than one year. Unless otherwise agreed, upon expiration of term, the Agreement continues in force until terminated by at least 180 days written notice by either party.
4. The rates set forth herein apply only to the transportation of gas by Company. In addition, if Company agrees, customer may purchase gas from Company during any month at the Company's monthly gas demand (if applicable) cost and commodity rate filed under the Purchased Gas Adjustment. The applicable charge shall be based on the customer's class under which customer would take service as a retail customer of Company.

The rate contained in a negotiated service contract will be within the minimum rate of \$0.0022 per Therm and the maximum rate as stated in the interruptible transportation tariff. The rate and contract terms must be sufficient to recover all incremental variable costs that Company incurs to serve the customer plus a reasonable contribution towards fixed costs (at least 10% of the customer's rate). The specific charges for service shall include the operating and maintenance costs associated with all meters, main and service pipe required to serve the customer, all monthly or annual leak, odorant and regulator surveys related to the customer's service and all sales and billing time required to serve the customer's account. Customer will pay all costs related to any construction of new or expanded service. The specific charges for service under this classification shall be stated in the agreement executed with each customer served hereunder.

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(Continued on Sheet No. 5-10)

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Case No. PU-23-

Order Date:

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**LARGE COMMERCIAL FIRM TRANSPORTATION SERVICE**  
**RATE CODE 415**

Section No. 5  
6th Revised Sheet No. 13

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**AVAILABILITY**

This rate is available on a firm basis to a customer who has made arrangements to have gas other than Company system supply delivered to a Company town border station and whose maximum daily requirements are more than 2,000 Therms.

**CHARACTER OF SERVICE**

Service shall be provided through a Company owned meter with telemetering or other automated meter reading capabilities installed. Company may, at its option, take title to transportation gas if necessary to arrange interstate pipeline transportation to Company town border station.

**THERM ADJUSTMENT**

Customer's Therm usage shall equal their Ccf consumption in Ccf will be adjusted to reflect 1,000 Btu per cubic foot, a base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

**SUPERCOMPRESSIBILITY ADJUSTMENT**

For customers served at 25 PSIG or greater, an adjustment factor or correction device shall be used to correct gas consumption measurements for super compressibility.

**RATE**

Customer Charge per Month		\$300.00	
	<u>Minimum</u>	<u>Maximum</u>	
Demand Charge per Therm per Month of Billed Demand	\$0.05790	\$1.20286	C
Energy Charge per Therm	\$0.01240	\$0.05999	C

Unless otherwise agreed to, a five-day notice of any change in the energy charge shall be provided.

(Continued on Sheet No. 5-13.1)

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Date Filed:	12-29-23	By: Christopher B. Clark	Effective Date:
Case No.	PU-23-	President, Northern States Power Company, a Minnesota corporation	Order Date:

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 14

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**4.1 USE OF SERVICE (Continued)**

B. (Continued)

1. For the purposes of this paragraph, a "single building" is defined as follows:
  - a. A self-contained complete structure separated by space from all other structures; or
  - b. A structure having common walls or party walls with adjoining structures. However, each portion of a structure separated from other portions in that structure by an area separation wall as defined in the Uniform Building Code (1973), and each portion of a structure separated from other portions thereof by a street, alley, highway, or any other public way (regardless of connections over or under such street, alley, highway, or public way) is a single building.
2. For the purposes of this paragraph, structures or portions of a structure shall not be considered a "single building" merely by reason of the existence of underground ducts or tunnels, common heating or utility facilities, garages, passageways, common entry halls or elevators, or any other similar facilities.

**4.2 CUSTOMER'S PIPING AND EQUIPMENT**

The customer will install, maintain, and keep in repair its piping and equipment as prescribed by any public authority with jurisdiction over the installation of gas facilities. In the event the customer fails to do so, or if the Company finds that the customer's piping or equipment, in the Company's opinion, is not adequate and safe, or that the operation thereof under existing conditions is not safe, the Company may discontinue the supply of gas.

Any inspection of a customer's piping and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's piping or equipment.

**Delivery Pressures.** Typical delivery pressure is between 6"-7" w.c. depending on service territory. Delivery pressures higher than the typical delivery pressures is considered an elevated delivery pressure. In circumstances that require elevated delivery pressure it is the responsibility of the customer or customer representative to install the appropriate fuel line protections and accept responsibility for confirming their fuel line and appliances are fit for the requested delivery pressure and assume liability for failing to comply with this requirement.

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(Continued on Sheet No. 6-15)

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Case No. PU-23-

Order Date:

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 15

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**4.2 CUSTOMER'S PIPING AND EQUIPMENT (Continued)**

**Maintenance, Relocation, Abandonment.** Customer agrees to maintain the utility clearance requirements over and around all Xcel Energy underground service facilities after installation. Customer agrees to pay the cost of relocating any portion of Xcel Energy's facilities made to accommodate customer needs or required because of alterations to the property which includes any altering of grade, additions to structures, installations of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping, or any other condition which makes maintenance of Xcel Energy's facilities impracticable (this is a safety issue as well). Customer will not enclose or build over the gas service and/or meter at any time. Customer must maintain the proper clearance requirements set forth by the Xcel Energy Standards and Use Manual. In the event alterations to the property are needed that may affect utility services provided by Xcel Energy including load (electric) and/or delivery pressures (gas), Customer agrees to initiate a building and remodeling request prior to any alterations.

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The Company may, however, at any time require a customer to make such changes in his equipment or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment, or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property.

The customer will not make a material increase in his load or equipment without first making arrangements with the Company for additional gas supply. The piping, meters, and appurtenances used in furnishing gas service to a customer have a definite capacity and any increase in load or equipment may require a change in the Company's equipment.

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Date Filed: 12-29-23

By: Christopher B. Clark

Effective Date:

President, Northern State Power Company, a Minnesota corporation

Case No. PU-23-

Order Date: