

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)	
NORTHERN STATES POWER COMPANY-)	
WISCONSIN, d/b/a XCEL ENERGY, for)	Case No. U-13365
authority to increase its gas rates and to)	
implement certain gas services in Michigan.)	
_____)	

At the September 16, 2002 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Laura Chappelle, Chairman
Hon. David A. Svanda, Commissioner
Hon. Robert B. Nelson, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On April 30, 2002, Northern States Power Company-Wisconsin, d/b/a Xcel Energy, (NSP-W) filed an application, with supporting testimony and exhibits, requesting authority to increase its rates for natural gas service in its Michigan service territory by \$271,417 annually and to implement tariffed gas transportation service for certain large volume customers.

Pursuant to due notice, a prehearing conference was held June 19, 2002 before Administrative Law Judge George Schankler. NSP-W and the Commission Staff (Staff) participated in the proceedings.

Subsequently, the parties entered into a settlement agreement resolving all issues in this case.

According to the terms of the settlement agreement, attached as Exhibit A, the parties agree that NSP-W's retail gas rates in Michigan should be increased by \$231,176 annually (based on an

adjusted test year ending December 31, 2000 and a return on common equity of 11.25%), as reflected in the revised tariff sheets set forth on Attachment A to the settlement agreement. Moreover, the parties agree that NSP-W should be authorized to implement tariffed gas transportation service, as set forth in Attachment B to the settlement agreement. The parties also agree that NSP-W will, within 90 days of the issuance of a final Commission order approving the settlement agreement, file an application seeking to revise its gas curtailment rules and file a reformatted Michigan gas tariff book (which, consistent with the settlement agreement, revises NSP-W's customer attachment program and incorporates current Commission-approved billing rules).

After a review of the settlement agreement, the Commission finds that the agreement is reasonable and in the public interest, and should be approved.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACRS, R 460.17101 et seq.
- b. The settlement agreement is reasonable and in the public interest, and should be approved.

THEREFORE, IT IS ORDERED that:

- A. The settlement agreement, attached as Exhibit A, is approved.
- B. On the date following issuance of this order, Northern States Power Company-Wisconsin shall implement the rates for the sale of natural gas, as well as the rates for gas transportation service and related services, set forth in Attachments A and B to the settlement agreement, respectively.

C. Within 30 days of the issuance of this order, Northern States Power Company-Wisconsin shall file with the Commission four sets of tariff sheets essentially the same as those set forth in Attachments A and B to the settlement agreement.

D. Within 90 days of the issuance of this order, Northern States Power Company-Wisconsin shall file an application seeking approval to revise its natural gas curtailment rules and a reformatted Michigan gas tariff book, consistent with the understandings expressed in the settlement agreement.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Laura Chappelle
Chairman

(S E A L)

/s/ David A. Svanda
Commissioner

/s/ Robert B. Nelson
Commissioner

By its action of September 16, 2002.

/s/ Dorothy Wideman
Its Executive Secretary

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)	
NORTHERN STATES POWER COMPANY-)	
WISCONSIN d/b/a XCEL ENERGY for)	Case No. U-13365
authority to increase gas rates and establish)	
certain gas services in the State of Michigan)	
_____)	

SETTLEMENT AGREEMENT

As provided in Section 78 of the Administrative Procedures Act of 1969, MCL 24.278 and the Rules of Practice and Procedure Before the Commission, Rule 333, Northern Power States Power Company - Wisconsin ("NSP-W") d/b/a Xcel Energy and the Michigan Public Service Commission Staff ("Staff") have reached agreement on all contested issues and hereby stipulate as follows:

1. On April 30, 2002, NSP-W filed an application with the Michigan Public Service Commission ("Commission") requesting authority to increase rates for the sale of natural gas service in the State of Michigan. The application states that NSP-W's present gas rates do not and will not provide NSP-W with reasonable compensation for the gas service which it renders, and do not and will not provide NSP-W a reasonable return on property and capital devoted to such service. The application also requests authority to establish a new tariffed gas transportation service for certain large volume customers. The application was accompanied by the supporting testimony and exhibits of Donald F. Reck, Paul F. Seipel, and Donald R. Dahl.

2. On May 17, 2002, the Commission's Executive Secretary issued the Notice of Hearing directing NSP-W to mail a copy of the Notice to all cities, incorporated villages,

townships, and counties in its service territories. Moreover, NSP-W was directed to publish the Notice in daily newspapers in general circulation throughout its Michigan gas service territory.

3. On June 19, 2002, a prehearing conference was held during which the requisite Affidavit of Mailing and Proof of Publication were admitted into the record without objection. Administrative Law Judge George Schankler presided over the proceeding and Staff entered its appearance. There were no intervenors.

4. Subsequent to the prehearing conference, the parties engaged in settlement discussions and, as a result, have successfully reached compromise on all the contested issues in this case. Each party to this settlement agreement agrees that the agreement represents a fair and reasonable resolution of the issues in this proceeding.

5. The parties therefore agree as follows:

a. The parties agree that NSP-W is experiencing a revenue deficiency in connection with the sale of gas service in its Michigan service territory and, that NSP-W's Michigan gas utility revenues should be increased by \$231,176 annually.

b. In order to increase NSP-W's Michigan gas utility revenues by the annual amount of approximately \$231,176, its tariffed rates for the sale of natural gas should be revised as shown on Attachment A hereto. These rates are to be effective for service on and after the day following the issuance of a Commission order approving this settlement agreement.

c. The increase in rates is based on a projected test year ending December

31, 2002. The revenue requirement reflects an overall rate of return of 8.25%, including a return on common equity of 11.25%.

d. NSP-W will amend or terminate the February 1, 1999 Commercial and Industrial General Service Agreement by and between NSP-W and the Michigan Department of Corrections so as to eliminate the minimum usage and billing provision contained in paragraph 4 of the Agreement. Such amendment or termination shall be in accordance with the "Term" of the Agreement by giving thirty days written notice prior to the August 31, 2004 term deadline.

e. NSP-W should be authorized to implement tariffed gas transportation service and related services as set forth in Attachment B hereto.

f. Attachment C hereto sets forth a summary of the proposed gas rate increase as agreed to herein.

g. Within 90 days of the issuance of a Commission order approving this settlement agreement NSP-W will file an application for ex parte approval to revise its Michigan gas service curtailment rules so as to be substantially similar to Michigan Gas Utilities' rules as approved by the Commission in its November 25, 1997 Order issued in Case No. U-11439. The parties agree that the revised Michigan gas service curtailment rules will reflect any operational considerations unique to the NSP-W Wisconsin/Michigan system.

h. Within 90 days of the issuance of a Commission order approving this

settlement agreement, NSP-W will file a new reformatted Michigan gas tariff book to: (i) revise its Michigan natural gas extension policy and implement a new customer attachment program substantially similar to that adopted by Wisconsin Public Service Corporation and approved by the Commission in its April 14, 1998 Order issued in Case No. U-11621, and (ii) incorporate the current applicable Commission Consumer Standards and Billing Practices as well as reform the format of the book to be substantially similar to the format of other Michigan gas utilities.

i. NSP-W agrees to provide Staff within 90 days of the issuance of a Commission order approving this settlement the monthly general ledger runs with ending balances similar to the December 2000 year end ledger providing during the audit.

6. This settlement agreement will aid in the expeditious resolution of the matters involved herein and will minimize the time and expense which would otherwise have to be devoted to this matter by the Commission and the parties.

7. This settlement agreement has been made for the sole express purpose of reaching a compromise among the positions of the signatories. All offers of settlement and discussion leading up this settlement agreement shall be considered privileged under MRE 408. If the Commission approves this settlement agreement without modification, the parties to this settlement agreement shall not make any reference to or use of this settlement agreement or the order approving it as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or

proceeding; provided, however, such references or use may be made to enforce this settlement agreement and the order approving it.

8. This settlement agreement is not severable. Each provision of this settlement agreement is dependent upon all other provision of this settlement agreement. Failure to comply with any provision of this settlement agreement constitutes failure to comply with the entire settlement agreement. If the Commission rejects or modifies this settlement agreement or any provision of this settlement agreement, it shall be withdrawn and shall not constitute any part of the record of this proceeding or be used for any other purpose.

9. So long as the Commission approves this settlement agreement without modification, the parties waive any rights under MCL 24.281 and agree not to appeal or otherwise contest the Commission order approving this settlement agreement.

10. In addition, the Staff in signing this settlement agreement certifies that it is reasonable and in the public interest.

NORTHERN STATES POWER COMPANY-
WISCONSIN d/b/a Xcel Energy

Dated: August 14, 2002

By: Sherri A. Wellman
One of Its Attorneys

Harvey J. Messing (P23309)
Sherri A. Wellman (P38989)
LOOMIS, EWERT, PARSLEY,
DAVIS & GOTTING, P.C.
232 S. Capitol Avenue, Suite 1000
Lansing, MI 48933

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

Dated: Aug 14, 2002

By: William W. Derengoski
One of Its Attorneys

William W. Derengoski (P34242)
Assistant Attorney General
Public Service Division
6545 Mercantile Way, Suite 15
Lansing, MI 48911

M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To change Penalty For Unauthorized Take rate)

2nd Revised Sheet No. 13
Cancels 1st Revised Sheet No. 13

3. Penalty for Unauthorized Take

Penalty which will apply to customers served under interruptible or transportation services who fail to comply with a Company request that customers curtail or suspend all use of gas as requested:

A. If customer fails to curtail his use of gas when requested to do so by the Company, any gas used in excess of the volumes authorized during a curtailment period will be subject to unauthorized use charges, in addition to the regular charges set forth in the applicable rate schedules. The charge for such unauthorized use shall be the highest price reported during the curtailment period for NNG receipt point at Ventura or Demarcation as reported by Gas Daily plus \$1.00 per therm or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service plus \$1.00 per therm. In the event that the Company receives a resulting penalty because of unauthorized usage, the charge for unauthorized usage shall be the higher of the penalty assessed by the pipeline (the largest penalty if multiple pipelines) or the index price plus \$1.00 per therm. Failure to pay an unauthorized use charge when due shall subject the customer to termination of gas service. Unauthorized use charges collected by the company will be credited to the cost of gas sold and flow through the GCR. Gas subject to unauthorized use charges shall be considered a sale of gas.

If applicable, the charge for unauthorized take shall be added to the normal billing for the month immediately succeeding the billing period during which the unauthorized take occurred.

4. Gas Cost Recovery Clause

A. Applicability of Clause

All rates for gas service, unless otherwise provided in the applicable rate schedule, shall include a Gas Cost Recovery Factor to allow to Company to recover the booked costs of gas sold by the Company to Michigan customers if incurred under reasonable and prudent policies and practices.

B. Booked Cost of Gas Sold

- (1.) Booked cost of gas sold as used in this rule includes the following as expensed on the books of the Company:
- a. Interstate Purchases: Cost for gas service.

Issued:
By: M.L. Swenson
President
Eau Claire, Wisconsin

Effective for Service Rendered
on and After _____
Issued Under Authority Of The
Michigan Public Service Commission
Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 -- Gas

2nd Revised

Sheet No. 16

NORTHERN STATES POWER COMPANY

Replaces 1st Revised

Sheet No. 16

(To include connection charges and revise reconnection charges)

STANDARD RULES AND REGULATIONS

5. Connection / Restoration of Service

- A. In cases when initial service is requested, the connection fee shall be as follows. \$16.50 for one pair of gas and electric meters. When a special meter reading or meter installation is not required, the connection charge shall be \$7.50.
- B. When service has been disconnected in accordance with these rules, charges for re-establishing service will be actual labor and transportation costs for disconnect and reconnect. A minimum charge of \$16.50 shall apply unless the customer requests reconnection during other than regular working hours, in which case a minimum charge of \$40.00 will apply.

If an authorized Company employee is sent to a premises for the purpose of disconnecting service for the nonpayment of an undisputed delinquent bill, said employee may accept payment and in such case shall not discontinue service if customer then and there tenders payment in full together with a reasonable charge for sending the employee to the premises.

6. Termination of Service at Customer Request

- A. Any customer who desires a discontinuance of gas supply because he is vacating the premises, or because of any other reason, unless there is a provision to the contrary in the service contract or applicable rate schedule, should give advance notice to the Company of such desire and shall be liable for all gas supplied the premises to be vacated until such notice can be carried out by the Company, but not more than two working days after notice is given by the customer.
- B. When a customer requests a disconnection and reconnection of service at the same location within any 12 month period the customer must pay a reconnect charge which is the higher of:
 - (1) The charges for connection of service in paragraph 5) above, or.
 - (2) The fixed charge set forth in the applicable rate schedule times the number of months service was disconnected.

7. Temporary Gas Service

A customer taking temporary gas service shall pay the rates applicable to the class or service rendered and shall be subject to these rules and regulations. In such case, the Company may require that the customer pay in advance the cost of the installation and removal of all facilities, including the meter, required to furnish the desired service, less the salvage value of such facilities.

Issued:

By: M.L. Swenson
President
Eau Claire, Wisconsin

Effective for Service Rendered
on and After _____
Issued Under Authority Of The
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Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
 (To change miscellaneous language)

1st Revised Sheet No. 58
 Cancels Original Sheet No. 58

78. GAS CURTAILMENT PROVISIONS

A. ORDER OF GAS CURTAILMENT - Plan 1
 (To Stay Within Contract Demands)

Whenever, in the Company's sole opinion, the Company's gas supply is curtailed by Northern Natural Gas Company or Great Lakes Transmission Co. so as to require the Company to curtail or interrupt service to its customers to avoid the payment of penalties for over-take of gas, such curtailment or interruption shall be made in the inverse order of the priorities set forth below. Curtailment or interruptions of customers within the same priority shall be made, so far as possible, on a pro-rata basis.

The Company may deviate from this order of curtailment or interruption for brief periods, in order to avoid shutdown of customer's facilities in force majeure or similar situations. In case of such deviation, the Company will so far as practicable subsequently equalize the curtailments within any priority.

Priorities

PRIORITY I	General Service-Firm-Residential Rate Sheet No. 67
PRIORITY II	General Service-Firm-Commercial and Industrial Rate Sheet No. 68
PRIORITY III	Back-up Supply Service w/ Back-up Capacity Service Rate Sheet No. 71 and 72
PRIORITY IV	Back-up Constraint Day Service Rate Sheet No. 73
PRIORITY V	Interruptible Service-Commercial and Industrial Service Rate Sheet No. 69
PRIORITY VI	Back-up Supply Service w/o Back-up Capacity Service Rate Sheet No. 72
PRIORITY VII	Commercial and Industrial Interruptible Transportation Service Rate Sheet No. 70
PENALTY	For use of gas violation of any curtailment or interruption notice or order issued by the Company, see Rate Sheet no. 13

Issued:

 By: M.L. Swenson
 President
 Eau Claire, Wisconsin

Effective for Service Rendered
 on and After _____
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 Dated: _____
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M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
(To change miscellaneous language)

1st Revised Sheet No. 59
Cancels Original Sheet No. 59

78. GAS CURTAILMENT PROVISIONS (Continued)

B. ORDER OF GAS CURTAILMENT - Plan 2
(To Stay Within Supplies Curtailed Below Contract Demands)

Whenever, in the Company's sole opinion, the Company's gas supply is curtailed below the contract demand quantity specified in the Company's service agreements with Northern Natural Gas Company or Great Lakes Transmission Company, so as to require the Company to curtail or interrupt service to avoid the payment of penalties for overtake of gas, such curtailment or interruption shall be made in accordance with the priorities as set forth below. Except as provided herein, curtailment or interruptions of customers within the same priority shall be made, so far as possible, on a pro rata basis.

The Company may deviate from this order of curtailment or interruption for brief periods in order to avoid shutdown of customer's facilities in force majeure or similar situations. In case of such deviation, the Company will, so far as practicable, subsequently equalize the curtailment within any priority.

The Company may also deviate from this order of curtailment or interruption and interrupt interruptible loads of a higher priority to avoid curtailing firm loads of a lower priority, when such firm loads do not have alternate fuel capability. Such interruptions of interruptible loads will be made in the inverse order of the priorities in which such interruptible loads are classified, with full or 100 percent interruption to be directed and achieved in each priority before proceeding to the next priority. Interruptions of interruptible loads within any priority will be done on a pro rata basis as far as practicable. Any deviations from such pro rata interruptions will be equalized subsequently to the extent practicable.

Notwithstanding priorities outlined in this Section and Section A above, customer-owned supplies delivered to the town border station will be delivered to the customer except under the following circumstances: 1) If a capacity constraint on the Company's distribution system makes delivery to all customers impossible, all customers, company-owned supply or customer-owned supply, will be curtailed by the priorities described below. The Company reserves the right to divert customer-owned natural gas supply delivered to the Company for use by the Company's firm system customers, during and to the extent emergency conditions which are out of the immediate control of the Company (force majeure) prevent the Company from meeting the needs of firm system supply customers. The Company shall reimburse any customer whose supply is diverted to respond to force majeure conditions at the Company's weighted average cost of gas for each month in which the diversion occurs or the customer's actual cost for the supply diverted, whichever is greater.

Issued:

By: M.L. Swenson
President
Eau Claire, Wisconsin

Effective for Service Rendered
on and After _____
Issued Under Authority Of The
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Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
(To add transportation to priorities)

1st Revised
Cancels Original

Sheet No. 60
Sheet No. 60

PRIORITIES OF CUSTOMER CLASSIFICATIONS - Plan 2

Priority

- (1) (a) Residential, small commercial and irrigation requirements less than 50 Mcf on a peak day.
- (b) All commercial and irrigation requirements from 50 Mcf per day through 199 Mcf per day and all industrial requirements through 199 Mcf per day.
- (c) Customer storage injection requirements.
- (d) Requirements greater than 199 Mcf per day for schools, hospitals, sanitation facilities, correctional institutions, police protection and fire protection, except where the use of a fuel other than natural gas is economically practicable and that fuel is reasonably available.
- (e) Requirements for essential agricultural uses as certified by the U.S.D.A., except where the use of boiler fuel other than natural gas is economically practicable and that fuel is reasonably available.
- If curtailment in this Category (1) is required, the order of curtailment shall be (e), (d), (c), (b) and then (a).
- (2) Requirements for essential process and feedstock uses and plant protection other than when production operations are shut down, except where the use of a fuel other than natural gas is economically practicable and that fuel is reasonably available.
- (3) All commercial and industrial requirements from 200 Mcf per day through 499 Mcf per day, not otherwise classified.
- (4) All commercial and industrial requirements for non-boiler use 500 Mcf per day and over, not otherwise classified; all commercial requirements above 500 Mcf per day, not otherwise classified.
- (5) Industrial requirements for boiler fuel use above 500 Mcf per day, not otherwise classified.
- (6) Company owned gas needed for gas balancing requirements for customers served under transportation service schedules.

Issued:

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President
Eau Claire, Wisconsin

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In Case No. U-13365

M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY

1st Revised
Cancels Original

Sheet No. 61
Sheet No. 61

CANCELLED

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By: M.L. Swenson
President
Eau Claire, Wisconsin

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on and After _____
Issued Under Authority Of The
Michigan Public Service Commission
Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To revise rate levels)

2nd Revised Sheet No. 67
Cancels 1st Revised Sheet No. 67

RESIDENTIAL GENERAL SERVICE

Availability and Character of Service

The rate is available on a firm basis to any residential customer for the general use of natural gas, subject to Gas Curtailment Provisions currently on file with the Michigan Public Service Commission.

Gas sold hereunder shall not be resold.

Contract required if delivery of gas is above base pressure of approximately 7 inches of water column.

A special contract may be executed when unusual or extraordinary conditions exist as provided in Rule C, Sheet Number 11.

Net Monthly Rate

Customer charge
\$6.50 per month, plus

Distribution charge
\$.1200 per therm, plus

Gas cost charge
The monthly gas cost charge as set forth on Sheet Number 65.

Minimum bill
The applicable customer charge.

Rules & Regulations

Service is subject to orders of regulatory bodies having jurisdiction and to Company's Rules and Regulations currently on file in Company's offices.

Rate Code 301

Issued:

Effective for Service Rendered
on and After _____

By: M.L. Swenson
President
Eau Claire, Wisconsin

Issued Under Authority Of The
Michigan Public Service Commission
Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
(To revise rate levels)

2nd Revised Sheet No. 68
Cancels 1st Revised Sheet No. 68

COMMERCIAL AND INDUSTRIAL GENERAL SERVICE

Availability and Character of Service

The rate is available on a firm basis to any commercial or industrial customer for the general use of natural gas, subject to Gas Curtailment Provisions currently on file with the Michigan Public Service Commission.

Gas sold hereunder shall not be resold.

Contract required if delivery of gas is above base pressure of approximately 7 inches of water column.

A special contract may be executed when unusual or extraordinary conditions exist as provided in Rule C, Sheet Number 11.

Net Monthly Rate

Customer charge
\$14.00 per month, plus

Distribution charge
\$.0845 per therm, plus

Gas cost charge
The monthly gas cost charge as set forth on Sheet Number 65.

Minimum bill

The applicable customer charge.

Rules and Regulations

Service is subject to orders of regulatory bodies having jurisdiction and to Company's Rules and Regulations currently on file in Company's offices.

Rate Code 302
304

Issued:

Effective for Service Rendered
on and After _____

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Eau Claire, Wisconsin

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Michigan Public Service Commission
Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To revise rate levels)

2nd Revised Sheet No. 69
Cancels 1st Revised Sheet No. 69

COMMERCIAL AND INDUSTRIAL - INTERRUPTIBLE USE

Availability and Character of Service

This rate is available under contract on an interruptible basis for commercial or industrial loads (including space heating) to customers who agree: (1) to curtail use of gas whenever requested by the Company; (2) to provide and maintain adequate standby facilities suitable to the Company; (3) to have available at all times sufficient standby fuel to maintain a continuous fuel supply during periods of curtailment in the delivery of gas sold hereunder; and (4) shall have fuel requirements of 25,000 therms per year, or more. Subject, however, to the Gas Curtailment Provisions currently on file with the Michigan Public Service Commission. Gas sold hereunder shall not be resold.

Contract required for service hereunder with a term of not less than one year.

A special contract may be executed when unusual or extraordinary conditions exist as provided in Rule C, Sheet Number 11.

Net Monthly Rate

Customer charge
\$40.00 per month, plus

Distribution charge
\$.0330 per therm, plus

Gas cost charge
The monthly gas cost charge as set forth on Sheet Number 65.

Unauthorized Use Penalties
If customer fails to curtail use of gas when requested to do so by the Company, the customers will be subject to the Penalties for Unauthorized Take set forth on Sheet 13.

Minimum annual charge
The minimum annual charge shall be \$1,000 subject to a discount of \$5.00 for each full 24 hours that service is not available in each 12-month period covered under the contract.

Rules and Regulations
Service is subject to orders of regulatory bodies having jurisdiction and the Company's Rules and Regulations currently on file in the Company's offices.

Rate Code 303

Issued:

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President
Eau Claire, Wisconsin

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M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To implement transportation service)

1st Revised Sheet No. 70
Cancels Original Sheet No. 70

COMMERCIAL AND INDUSTRIAL- TRANSPORTATION SERVICE

Availability and Character of Service

This rate is available under contract on an interruptible basis for commercial or industrial loads (including space heating) to customers who agree: (1) to curtail use of gas whenever requested by the Company; (2) shall have fuel requirements of 25,000 therms per year, or more; and (3) Execute a service agreement with the Company detailing terms, nomination requirement, etc. Subject, however, to the Gas Curtailment Provisions (Sheets 58 through 60). Where customer purchases and manages delivery of natural gas to Company's distribution system.

Rate: Customer Charge per Month \$40.00
Daily Metering Charge per Month \$25.00
Administrative Charge per Month \$25.00
Distribution Charge per Therm \$0.0330

Unauthorized Use Penalties - If customer fails to curtail use of gas when requested to do so by the Company, the customers will be subject to the Penalties for Unauthorized Take set forth on Sheet 13.

Daily Balancing:

At Customer's option, Customers are subject to Daily Balancing through either Daily Scheduling - Daily Nomination Provision, or Daily Scheduling - Monthly Nomination Provision, (Sheet Nos.70.1 through 70.4)

Monthly Balancing:

Customers are subject to Monthly Balancing Provision, (Sheet No. 70.5 through 70.6)

Backup Services Available

Backup Services include:

Backup Capacity Service -- Sheet No. 71
Backup Supply Service -- Sheet No. 72
Backup Constraint Day Service -- Sheet No. 73

Supply Interruption Requirements:

Delivery of gas may be subject to supply restrictions when required for situations that include Company distribution system capacity constraints, and a reduction or interruption in customer owned quantities being to delivered to Company's distribution system. Under the Gas Curtailment Provisions (Sheets 58 through 60), customers may be required to not exceed their daily nomination. Company will provide notice of supply restrictions as far in advance as possible.

(continued)

Issued:
By: M.L. Swenson
President
Eau Claire, Wisconsin

Effective for Service Rendered
on and After _____
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Dated: _____
In Case No. U-13365

M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
 (To implement transportation service)

Original Sheet No. 70.1
 Cancels Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Daily Balancing - Daily Nomination Provision

Customers must provide Company with daily gas nominations as specified in the service agreement with Company. Customers are subject to daily charges if the actual daily gas volume used by customer deviates from their daily nomination by more than five percent.

Daily Scheduling Variance: A net daily variance for each gas day will be determined by comparing customer actual gas use with the amount of gas nominated. The daily imbalance percentage will be calculated by dividing the daily variance by the amount of gas nominated.

Negative Daily Variance Charges : If the amount of gas used by a customer is less than the nominated amount, customer shall be charged an amount equal to the following , for any day that is not a constraint day

<u>Daily Imbalance percentages</u>	<u>Daily Variance charge</u>
First 5%	\$.0000 / therm
Next 10%	\$.0072 / therm
All remaining daily variance	\$.0400 / therm

Positive Daily Variance Charges : If the amount of gas used by a customer is more than the associated gas nomination amount, customer shall be charged an amount equal to the following for any day that is not a constraint day.

<u>Daily Imbalance percentages</u>	<u>Daily Variance charge</u>
First 5%	\$.0000 / therm
Next 10%	\$.0072 / therm
All remaining daily variance	\$.1000 / therm

On days when a gas curtailment is called under the Gas Curtailment Provisions (Sheet Nos. 58 through 60), net daily variances above 5% of the customer nomination shall be cashed out at the charge for unauthorized gas use. The charge for unauthorized use is defined on Sheet No. 13.

(Continued)

Issued:

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 President
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M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To implement transportation service)

Original Sheet No. 70.2
Cancels Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Daily Balancing - Daily Nomination Provision (continued)

Special Conditions:

1. This rate schedule does not give the customers the right to exceed their daily nominations.
2. For the purpose of measuring net daily variance, customer use will be determined using telemetering data adjusted for heat content based on Company's calorimeter readings. On days when such data is unavailable, estimates based on other available metering data or customer nominations will be used.
3. For the purpose of measuring net daily variance, customer nominations shall be adjusted for natural gas supplies not confirmed and delivered by the pipeline.
4. Telemetering data will be made available to the customer.
5. Charges for any portion of a negative daily variance charge caused by failure of Company to deliver customer-owned supplies to customer due to capacity constraints on Company's distribution system will be waived.
6. All revenue collected under the Daily Nomination provision shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.
7. All daily balancing charges are subject to adjustment through the Daily Imbalance Pooling Provision (See below)

Daily Imbalance Pooling

The customer must choose either the NSP pool or a Customer/Third party Pool. This choice will be shown on Exhibit A of the customer's service agreement.

NSP Pool Special Conditions:

For customers choosing the NSP pool, daily scheduling charges, calculated under the Daily Scheduling - Daily Nomination schedule (Schedule DS-DN), shall be recalculated using the aggregate daily nominations and usage of all customers in the NSP pool. The customers' individual daily scheduling charges will be reduced by a percentage factor reflecting the recalculated charges.

(Continued)

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M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To implement transportation service)

Original Sheet No. 70.3
Cancels Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Daily Balancing – Daily Nomination Provision (continued)

Daily Imbalance Pooling (continued)

Customer/Third Party Special Conditions

For Customers included in a Customer or Third party pooling agreement, the following information shall be provided in writing at least ten days prior to the month in which pooling will begin.

1. A copy of the participants' current pooling agreement.
2. A customer pool administrator must be identified. The administrator shall be designated as agent for all pool participants concerning the calculation and allocation of Company billed balancing charges under this provision.
3. Company will provide the pool administrator with daily variance summaries at the end of each billing month. The pool administrator shall provide Company, within two (2) business days from the date of each usage summary, a written statement of over and under variances allocated to each pool participant. Company will issue a bill for balancing charges to each pool participant based on allocations provided by the pool administrator, subject to its right to audit the accuracy of any allocation.
4. Company reserves the right to limit or modify the terms of pooling agreements, to the extent Company determines that pooling over any portion of its distribution system may adversely impact other customers.

Customer/Third Party Special Conditions (continued)

5. On a day that a curtailment has been called under the Gas Curtailment Provisions (Sheet Nos. 58 through 60), pooling will be limited to customers behind the same city gate. Customers pooled behind the same city gate shall have total consumption of gas not greater than the confirmed nominations arriving at the city gate.
6. Pool participants shall remain individually liable for all balancing charges applicable to their use of service i) which is not covered by a pooling agreement, ii) if pool administrator fails to comply with the terms of the agreement with Company, or iii) during any pooling allocation dispute.

(Continued)

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NORTHERN STATES POWER COMPANY
(To implement transportation service)

Original
Cancels

Sheet No. 70.4
Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Daily Balancing - Monthly Nomination Provision

Instead of Daily Balancing – Daily Nominations above customers can select Daily Balancing – Monthly Nominations. Customers must provide Company with monthly gas nominations as specified in service agreement with Company. Customer choosing this option will not be subject to the daily variance charges contained in the Daily Scheduling - Daily Nomination schedule.

Rate: \$0.0030 per therm of use.

Special Conditions:

1. Customers shall make an average daily nomination for the month. This nomination may be changed within the month to balance on a monthly basis.
2. Customers must comply with all term of the Monthly Balancing Provisions
3. For the purpose of curtailments, customers will be curtailed to the current average daily nomination in effect.
4. All revenue collected under the Monthly Nomination Provision shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.

(Continued)

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Sheet No. 70.5
 Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Monthly Balancing Provision

Transportation Schedule Customers have a calendar month volume requirement equal to the sum of their daily nominations. The monthly imbalance is the difference between the calendar month volume requirement and actual calendar month gas use of customer. This schedule defines the charges or credits that apply to calendar month imbalances. Monthly imbalances will not be carried forward to the next calendar month.

Monthly Balancing:

Net imbalance volumes will be determined for each calendar month. However, volumes charged under the unauthorized use provisions shall not be counted in the net imbalance.

Definitions:

Imbalance Percentage is the sum of daily nominations divided by actual use for the month.

Market Cost of Gas is the first of the month "Northern Natural Gas Co. (NNG) - Demarcation" index as published in Inside F.E.R.C.'s Gas Market Report plus NNG's variable pipeline transportation and fuel cost for the current month.

Undertake Credit: If the amount of gas used is less than the amount of gas nominated, Company shall provide an Undertake Credit. The Undertake Credit shall be equal to the net volume imbalance multiplied by the Undertake Rate. Gas volumes within each imbalance percentage category shall be credited at the corresponding rate for that category.

<u>Imbalance Percentage</u>	<u>Undertake Rate</u>
100% to 95%	Market Cost of Gas
Less than 95%	Market Cost of Gas times 0.8

Overtake Charge: If the amount of gas used is more than the amount of gas nominated, Company shall impose an Overtake Charge. The Overtake Charge shall be equal to the net volume imbalance multiplied by the Overtake Rate. Gas volumes within each imbalance percentage category shall be charged at the corresponding rate for that category.

<u>Imbalance Percentage</u>	<u>Overtake Rate</u>
100% to 105%	Market Cost of Gas
Greater than 105%	Market Cost of Gas times 1.2

(Continued)

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M. P. S. C. NO. 1 - Gas
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Sheet No. 70.6
Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Monthly Balancing Provision (continued)

Special Conditions:

1. For the purpose of measuring imbalances, customer use will be determined using telemetering data adjusted for heat content based on Company's calorimeter readings. On days when such data is unavailable, estimates based on historical data during a similar period or other available metering data will be used.
2. Telemetering data will be made available to customers.
3. Any portion of an imbalance caused by Company's failure to deliver customer-owned supplies as a result of capacity constraints on Company's distribution system shall be credited to customer at the Market Cost of Gas.
4. All revenue collected under the Monthly Balancing Provision shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.

Other Special Conditions

Conversion of Service:

If a Customer wishes to convert from the gas supply option described in its Service Agreement to other gas supply options provided by the Company, customer must provide Company notice of intent to transfer between this gas supply schedule and another gas supply schedule. Notice must be in writing and delivered to Company no later than May 1 of the year of the proposed transfer date. Customers will then be eligible to transfer as of May 1st. This notice requirement may be waived at Company's sole discretion if Company has an adequate supply to serve customer and anticipates no significant detriment to existing system sales customers. Company may require customer payment of an exit fee prior to a gas supply schedule transfer to recover costs related to the transfer. Exit fee may include, but not be limited to supplier exit fees, contract revision costs, and excess demand costs.

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Sheet No. 70.7
Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Other Special Conditions (continued)

Telemetry:

- a. Customers under this Schedule shall provide the Company appropriate space, electricity and telephone lines required for the Company to install electronic telemetry equipment for each customer meter.
- b. Customers required to have telemetry equipment shall pay all charges for associated phone and electric service plus any costs incurred by the Company as a result of the customer's early termination of service requiring telemetry or damages to the equipment caused by negligence of the customer or those under its control.
- c. The Company shall identify a means for customer to have access to the telemetered data from each customer meter and the estimated Btu content expected for gas flowing through the customer's meter. When available, the customer will, at its cost, be required to connect to the Company's electronic bulletin board as the primary means for obtaining data.

Nominations:

- a. All customers selecting supply options that require the customer to be responsible for purchase of supply shall provide nominations for daily consumption on forms and in accordance with nomination schedules provided by the Company.
- b. The Company will make reasonable efforts to accommodate nomination change requests with less notice than required in the appropriate schedule so long as such changes do not impose any cost on Company or adversely affect service to any other customer.
- c. The customer shall be subject to all applicable charges and penalties for its failure to maintain its daily consumption at its nominated level.

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M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To implement transportation service)

Original Sheet No. 70.8
Cancels Sheet No.

Transportation Standards of Conduct

This rule is intended to promote fair competition and a level playing field among all participants involved in transportation within the Company's regulated gas service territory. The Company will conduct its business to conform to the following transportation Standards of Conduct.

- (A) The Company will not communicate to any Customer, Supplier, or third parties that any advantage will accrue to such Customer, Supplier, or third party in the use of the Company's services as a result of that Customer, Supplier, or third party dealing with its market affiliate, and shall refrain from giving any appearance that it speaks on behalf of its affiliates.
- (B) The Company will process all similar requests for transportation service in the same manner and within the same period of time.
- (C) The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated customers.
- (D) The Company will not give its marketing affiliate or Customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, curtailment policy, or price discounts.
- (E) The Company will not provide leads or provide market sensitive information regarding current or potential Customers or marketer to its marketing affiliate. If a Customer requests information about marketers, the Company will provide a list of all marketers operating on its system, including its affiliate, but will not promote its affiliate.
- (F) If a customer makes a request, in writing, that its historic sales and transportation data be provided to a particular marketer or marketers in general, that request will be honored by the Company until revoked by the customer. To the extent the Company provides to its marketing affiliate a discount or information related to transportation sales, or marketing of natural gas, including but not limited to the Company's Customer lists, that is not readily available or generally known to any other marketer or Supplier, or has not been authorized by a Customer, it will provide details of such discount or provide the information contemporaneously to all potential marketers on its system that have requested such information. A marketer may make a standing request for the contemporaneous disclosure of such information.
- (G) The Company will not condition or tie its agreement to release interstate pipeline capacity to any agreement by a gas marketer, Customer, Supplier, or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (H) The Company will not condition or tie its agreement to a transportation discount to any agreement by a gas marketer, Customer, Supplier, or pipeline transporter relating to any service in which its marketing affiliate is involved.
- (I) The Company's operating employees and the operating employees of its marketing affiliates will function independently of each other, be employed by separate business entities, and reside in separate offices.
- (J) The Company will keep separate books of accounts and records from those of its marketing affiliate.

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M. P. S. C. NO. 1 - Gas
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(To implement transportation service)

Original Sheet No. 70.9
Cancels Sheet No.

COMMERCIAL AND INDUSTRIAL - TRANSPORTATION SERVICE
(continued)

Transportation Standards of Conduct Complaint Procedures

If the Company receives a verbal complaint related to its Rules, Regulations and Rate Schedules for Gas Service, MSPC 1, Gas Transportation Standards of Conduct, the Company will attempt to resolve the complaint on an informal basis. If the Company and the complainant are unable to resolve the complainant on an informal basis, the procedures outlined below will be followed:

- (A) Complainant will route all formal complaints to
- Xcel Energy
P.O. Box 8
Eau Claire, WI. 54702
- Attention: Legal Department
- (B) The Company will acknowledge the receipt of the formal written complaint, in writing, within five working days of receipt by the Company.
- (C) The Company will confirm and amend the prepared written statement of the complainant to ensure the complainant includes the name of the complainant, relevant dates and specific claims.
- (D) The Company will prepare a written statement communicating to the complainant the results of the Company's preliminary investigation within 30 days of the initial receipt of the complaint by the Company with a description of the action taken or proposed to be taken.
- (E) (1) If the complainant is satisfied with the action taken or proposed to be taken, complainant will acknowledge its agreement by signing and returning a copy of the Company's written statement addressing the action taken or proposed to be taken.
- (2) If the complainant is not satisfied with the Company's response, then the complainant may address the complaint to the Commission.

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M. P. S. C. NO. 1 - Gas
NORTHERN STATES POWER COMPANY
(To implement Back-up services)

1st Revised Sheet No. 71
Cancels Original Sheet No. 71

BACKUP CAPACITY SERVICE

Availability and Character of Service:

Available to all customers. Company provides and reserves interstate pipeline capacity for use during period of curtailment as describe on sheets 58 through 60.

Rate: Backup Capacity Charge per Month

The Back-up Capacity Charge - Entitlement rate per month shall be the Company's total estimated annual Michigan peak day capacity cost divided by the projected Michigan system peak requirement, divided by twelve months, rounded to the nearest 1 cent per MMBtu of entitlement.

Natural gas commodity may be supplied under Back-up Supply Service (Rate Sheet 72).

Special Conditions:

1. Customer shall execute a service agreement with Company for a minimum of one year.
2. All revenue collected under this schedule shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.

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NORTHERN STATES POWER COMPANY
(To implement Back-up services)

1st Revised Sheet No. 72
Cancels Original Sheet No. 72

BACKUP SUPPLY SERVICE

Availability and Character of Service: Available to transportation Service customers.
Company supplies natural gas on a best efforts basis for customer's use when their gas supply is not available. Gas delivered will be delivered as nominated and will be subject to both the Daily Scheduling Provision and Monthly Balancing Provision.

Rate: Backup Supply Usage Charge per Therm
Rate per therm is equal to the current GCR Factor.

Special Conditions:

1. Company will provide service under this schedule on a best efforts basis. Service under this schedule during a curtailment as described on Sheet Nos. 58-60 is available only to customers receiving Backup Capacity Service provided by Company.
2. All revenue collected under this schedule shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.

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M. P. S. C. NO. 1 – Gas
NORTHERN STATES POWER COMPANY
(To implement Back-up services)

Original Sheet No. 73
Cancels Sheet No.

BACKUP CONSTRAINT DAY SERVICE

Availability and Character of Service: Available to interruptible and transportation customers during an interruption or curtailment period, should the customer desire to remain on gas service rather than switch to their alternate fuel, if such service can be arranged by Company. Company will supply natural gas service on a best efforts basis during periods when an interruption or curtailment to interruptible service has been issued by the Company.

Rate: \$0.50 per therm plus the incremental cost of gas supplies for the period involved.

Special Conditions:

1. Company will provide this service if customer notifies Company of their desire to receive service and agrees to the pricing of available incremental supplies.
2. Company will not provide this service if firm service customers are adversely affected.
3. Customers requesting this service must notify Company of their desire to receive the service prior to commencement of this service.
4. Customers receiving this service must agree in writing to the quantity of gas to be supplied and the duration of service. Gas used prior to or in excess of the authorization issued by the Company will be billed under terms of the Penalty for Unauthorized Take provision included on Page 13.
5. Company may refuse, curtail or interrupt the supply of gas provided under this service at any time if Company's supply of gas is not adequate to provide such service.
6. If requests for this service exceed the available supply of gas, priority for the provision of the service will be given to public interest facilities such as hospitals, nursing homes, custodial institutions, etc. then on a first come first served basis.
7. All revenue collected under this schedule shall be credited to purchased gas expense and applied to system supply customers through the Gas Cost Recovery Clause.

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In Case No. U-13365

Northern States Power Company - Wisconsin (XCEL ENERGY)
Case No. U-13365
Summary of Proposed Gas Rate Increase

Line	Description	Current Revenue	Proposed Revenue	Increase (Decrease)	Percent Change
		(A)	(B)	(C)	(D)
1	Residential General Service	\$794,782	\$951,988	\$157,206	19.8%
2					
3	Commercial & Industrial General Service	\$299,726	\$372,553	\$72,827	24.3%
4					
5	Commercial & Industrial - Interruptible	\$14,576	\$14,719	\$143	1.0%
6					
7	Subtotal Sales	\$1,109,084	\$1,339,260	\$230,176	20.8%
8					
9	Other Operating Revenue	\$16,380	\$17,380	\$1,000	6.1%
10					
11	Sales & Other Revenue	\$1,125,464	\$1,356,640	\$231,176	20.5%
12					
13	Transportation Service	\$76,133	\$82,102	\$5,969	7.8%
14					
15	Total Sales & Transportation	\$1,201,597	\$1,438,742	\$237,145	19.7%

Note: The figures on this schedule do not include revenues from gas costs recovery. If gas recovery revenues are included then the increase for Total Sales would be approximately 4%.

Northern States Power Company - Wisconsin (XCEL ENERGY)
Case No. U-13365
Comparison of Current and Proposed Rates

Line	Description	Current Rates		Proposed Rates	
		(A)		(B)	
1	Residential General Service				
2	Customer Charge	\$5.50	per month	\$6.50	per month
3	Distribution Charge	\$0.09940	per therm	\$0.12000	per therm
4					
5	Commercial & Industrial General Service				
6	Customer Charge	\$10.00	per month	\$14.00	per month
7	Distribution Charge	\$0.07095	per therm	\$0.08450	per therm
8					
9	Commercial & Industrial - Interruptible				
10	Customer Charge	\$20.00	per month	\$40.00	per month
11	Distribution Charge	\$0.03880	per therm	\$0.03300	per therm
12					
13	Transportation Service				
14	Customer Charge	\$0.00	per month	\$40.00	per month
15	Daily Metering Charge	\$0.00	per month	\$25.00	per month
16	Administrative Charge	\$0.00	per month	\$25.00	per month
17	Transportation Rates				
18	Volumetric	\$0.03000	per therm	\$0.03300	per therm
19	Demand	\$1.9731	per therm	NA	