

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Viking Gas Transmission Company  
Docket No. RP24-170-000

Issued: December 14, 2023

On November 27, 2023, Viking Gas Transmission Company filed revised tariff records<sup>1</sup> to reflect a new negotiated rate transportation service agreement with Northern States Power Company. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective December 1, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

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<sup>1</sup> Viking Gas Transmission Company, Viking - FERC Gas Tariff, [Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements \(31.0.0\)](#) and [Part 10.3, Northern States Power Company Agreement AF0554 \(16.0.0\)](#).

Document Content (s)

RP24-170-000.docx.....1



November 27, 2023

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Viking Gas Transmission Company  
Tariff Volume No. 1  
Negotiated Rate Agreement AF0554  
Docket No. RP24-170-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission”), Viking Gas Transmission Company (“Viking”) respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Volume No. 1 (“Tariff”) with a proposed effective date of December 1, 2023.

Part 10.0, Summary of Non-Conforming and Negotiated Rate Agreements, v. 31.0.0  
Part 10.3, Northern States Power Company Agreement AF0554, v. 16.0.0.

**Statement of Nature, Reasons, and Basis for Proposed Change**

Viking submits for filing and acceptance a new negotiated rate transportation service agreement under Rate Schedule FT-A, Agreement No. AF0554, (“Agreement AF0554”).<sup>1</sup> Viking requests waiver of the notice requirements in section 154.207 of the Commission’s regulations to permit acceptance of the instant filing as further discussed below.<sup>2</sup>

Agreement AF0554 also contains language providing the start date of the service agreement will be the later of December 1, 2023, or the in-service date of the facilities. Section 154.112(b) of the Commission’s regulations states that “[c]ontracts for service pursuant to [18 C.F.R. part 284] that deviate in any material aspect from [a pipeline’s] form of service agreement must be filed.”<sup>3</sup> In *Columbia Gas Transmission Corp.*, the Commission clarified that a material deviation is contractual language that goes beyond the filling-in of the blank spaces in the pro

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<sup>1</sup> The Agreement is connected with Viking’s Prior Notice Request filed January 30, 2023, under Docket No. CP23-41-000.

<sup>2</sup> Viking delayed filing as it sought clarity for in-service date of the project.

<sup>3</sup> 18 C.F.R. § 154.112(b) (2023).

forma service agreement and that affects the substantive rights of the parties.<sup>4</sup> The Commission determined that material deviations from the pro forma service agreement in a pipeline's applicable tariff fall into two general categories – those that must be prohibited because they present a significant potential for discrimination among shippers and those that can be permitted without substantial risk of discrimination.<sup>5</sup>

To the extent the Commission views the flexible service commencement date language as non-conforming, Viking respectfully submits that language described above: (i) does not change the conditions under which service is provided and (ii) does not pose a threat of undue discrimination. The non-conforming term merely relates to the commencement of Viking service which may be briefly delayed due to weather or supply chain issues. The Commission has approved similar flexible commencement date language elsewhere.<sup>6</sup>

### **Materials Enclosed**

In accordance with section 154.7 of the Commission's regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format, which incorporates the Statement of Nature, Reasons and Basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
3. Appendix A – a clean version of the tariff record in PDF format for publishing in eLibrary;
4. Appendix B – a copy of the previously filed and approved non-conforming blacklined agreement for informational purposes only.
5. Appendix C – a redlined version of the potentially non-conforming provisions within Exhibits A and B for Agreement AF0554, for informational purposes only.

### **Proposed Effective Date**

Pursuant to section 154.7(a)(3) of the Commission's regulations, Viking respectfully requests that the tariff records submitted herewith be approved by the Commission effective November 1, 2023. In accordance with section 154.7(a)(9) of the Commission's regulations, Viking

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<sup>4</sup> *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221, at 62,002 (2001).

<sup>5</sup> *Id.* at 62,003.

<sup>6</sup> *See, e.g., Viking Gas Transmission Co.*, Letter Order, Docket No. RP21-65-000 (November 6, 2020) (service commencement date contingent on completion of upstream facilities); *Tennessee Gas Pipeline Co., L.L.C.*, 165 FERC ¶ 61,134, 61,544 (2018) (approving flexible service commencement date); *ETC Tiger Pipeline, LLC*, 133 FERC ¶ 61,187, 61,939 (2010) (approving commencement of service the later of December 1 or project in-service date).

hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

**Waivers**

Pursuant to section 154.7(a)(7) of the Commission’s regulations, Viking respectfully requests a waiver to section 154.207 of the Commission’s regulations as the effective date of the agreement is less than 30 days prior to the tariff record’s proposed effective date, December 1, 2023. Viking has not identified any additional waivers of the Commission’s regulations needed to permit its filing to become effective as proposed; however, Viking respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised tariff records may be made effective as proposed. No waiver of Viking’s Tariff is herein requested.

**Service and Correspondence**

In accordance with section 154.208 of the Commission’s regulations, the undersigned certifies that a copy of this filing has been served electronically on Viking’s shippers and affected state regulatory commissions. A paper copy of this filing may only be served if a shipper has been granted waiver of electronic service pursuant to Part 390 of the Commission’s regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Viking’s office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Director, Regulatory Affairs ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: <a href="mailto:regulatoryaffairs@oneok.com">regulatoryaffairs@oneok.com</a>	David Keglovits VP and Associate General Counsel, Compliance and Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 591-5020 Email: <a href="mailto:david.keglovits@oneok.com">david.keglovits@oneok.com</a>
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Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission’s regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Ms. Kimberly D. Bose, Secretary  
November 27, 2023  
Page 4 of 4

Respectfully submitted,

/s/ Denise Adams

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Denise Adams  
Director, Regulatory Affairs  
ONEOK, Inc.  
100 West 5th Street  
Tulsa, Oklahoma 74103

Attachments

# Appendix A

## Clean Tariff Records

Viking Gas Transmission Company  
 Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 7	10.2	Non-Conforming
Northern States Power Company	AF0554	10.3	Negotiated Rate
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
Reserved for Future Use		10.8	
Reserved for Future Use		10.9	
Reserved for Future Use		10.10	



FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. AF0554) is entered into this 16th day of November, 2023, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Northern States Power Company, a Minnesota Corporation, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

#### ARTICLE V - FACILITIES

Company is adding an additional compressor unit at the VGT Angus Compressor Station, making modifications at the VGT Angus Compressor station and modifying the existing turbine unit at the VGT Ada Compressor Station. Company will construct, own, and operate these facilities.

#### ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge – N/A
- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.
- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

#### ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

#### ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

#### ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

#### ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty (30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

#### ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

#### ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

#### ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

#### ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

#### ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A and B attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

DocuSigned by:

DocuSigned by:  
BY: Charles M. Kelley  
E798267568884A0  
TITLE: Senior Vice President, Natural Gas Pipelines



SHIPPER: NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION

BY: John T Welch Digitally signed by John T Welch  
Date: 2023.11.20 11:20:41 -06'00'  
TITLE: John Welch

VP Commercial Operations  
Xcel Energy Services Inc  
Authorized Signatory for Northern States Power  
Company, a Minnesota corporation

EXHIBIT A- 1/  
TO FIRM TRANSPORTATION AGREEMENT  
DATED November 16, 2023

BETWEEN  
NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION  
AND  
VIKING GAS TRANSMISSION COMPANY

Effective from the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities  
with the term ending the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the  
Facilities 2/

Transportation Quantity: 30,000 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
Emerson	39973	30,000

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Fargo	15225	30,000

Displacement Service: Yes  No

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED N/A.

Agreement No. AF0554

EXHIBIT B  
TO FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities and continuing until the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the Facilities. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

(i) at a rate of \$9.4290 /Dth; or

(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of %/Dth; or

(iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

(i) at a rate of \$ /Dth; or

(ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The negotiated reservation rate is \$9.4290 Dth/month (\$0.3100 Dth/day) for the Primary Term.

SUPERSEDES EXHIBIT B DATED: N/A

Agreement No. AF0554



# Appendix B

## Marked Tariff Records

Viking Gas Transmission Company  
 Summary of Non-Conforming and Negotiated Rate Agreements

Customer	Contract Number	Tariff Record Number	Non-Conforming and/or Negotiated Rate
Wisconsin Gas LLC	AF0059 Amendment 29	10.1	Non-Conforming
Wisconsin Gas LLC	AF0022 Amendment 7	10.2	Non-Conforming
<u>Northern States Power Company</u> <del>Reserved for Future Use</del>	<u>AF0554</u>	10.3	<u>Negotiated Rate</u>
Reserved for Future Use		10.4	
American Crystal Sugar Company	AF0357	10.5	Non-Conforming
Northern States Power Company, a Minnesota Corporation	AF0360	10.6	Non-Conforming
Northern States Power Company, a Wisconsin Corporation	AF0359	10.7	Non-Conforming
Reserved for Future Use		10.8	
Reserved for Future Use		10.9	
Reserved for Future Use		10.10	

Appendix C  
Exhibits A&B for  
Agreement AF0554

(redline of potentially non-conforming provisions)

EXHIBIT A- 1/  
TO FIRM TRANSPORTATION AGREEMENT  
DATED November 16, 2023

BETWEEN  
NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION  
AND  
VIKING GAS TRANSMISSION COMPANY

Effective from ~~\_\_\_\_\_the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities through \_\_\_\_\_~~  
~~for each year of the Agreement~~

with the term ending ~~\_\_\_\_\_the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the~~  
~~Facilities 2/~~

Transportation Quantity: 30,000 Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
Emerson	39973	30,000

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
Fargo	15225	30,000

Displacement Service: Yes  No

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED N/A.

Agreement No. AF0554

EXHIBIT B  
TO FIRM TRANSPORTATION AGREEMENT  
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing the later of (i) December 1, 2023, or (ii) the in-service date of the Facilities and continuing until the later of (i) November 30, 2028, or (ii) five (5) years from the in-service date of the Facilities. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

(i) at a rate of \$9.4290 /Dth; or

(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of %/Dth; or

(iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

(i) at a rate of \$ /Dth; or

(ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The negotiated reservation rate is \$9.4290 Dth/month (\$0.3100 Dth/day) for the Primary Term.

SUPERSEDES EXHIBIT B DATED: N/A

Agreement No. AF0554