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**Jennifer S. Moore**  
Senior Attorney

June 23, 2009

Ms. Patricia Van Gerpen  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

Re: Docket CN09-001  
In the Matter of the Complaint filed by Tyler McFarland, Sioux Falls, South Dakota,  
against MidAmerican Energy Company Regarding a Billing Dispute

Dear Ms. Van Gerpen:

Enclosed for filing please find the Answer of MidAmerican Energy Company in the above-captioned proceeding.

Thank you for your assistance.

Sincerely,

Encl.

**CERTIFICATE OF SERVICE**

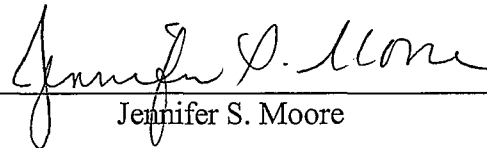
I certify that on this 23<sup>rd</sup> day of June, 2009, a true and correct copy of the attached Answer in Commission Docket No. CN09-001 was sent in accordance with the Administrative Rules of the South Dakota Public Utilities Commission.

Ms. Patricia Van Gerpen  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
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Mr. Tyler McFarland  
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\_\_\_\_\_  
Jennifer S. Moore

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

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Tyler McFarland,	)	
	)	
Complainant	)	
	)	
vs.	)	Docket No. CN09-001
	)	
MidAmerican Energy Company,	)	
	)	
Respondent.	)	

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ANSWER

MidAmerican Energy Company (MidAmerican) hereby provides its Answer to the above-captioned Complaint:

1. MidAmerican denies that it has violated any law, statute, order or rules in connection with Complainant's statements about his account at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota, Account 40390-60149. Specifically in response to Complainant's statement that he notified the company that he moved, MidAmerican's records indicate that Complainant did not call to disconnect gas service until March 20, 2008.

2. MidAmerican has no knowledge regarding the business practices of Costello Properties and can neither confirm nor deny that Costello Properties will put bills in their name until a new resident occupies the premises and that Costello Properties requires tenants to prove the utility bills are in the tenant's name.

3. MidAmerican admits that Majestic View Apartments has an active landlord agreement and that the agreement lists Costello Properties as the owner of the

property. Pursuant to the agreement, Majestic View Apartments instructs MidAmerican to transfer the service into the business name when a tenant requests to disconnect service.

4. MidAmerican admits that Account 40390-60149 was opened on March 21, 2007, in the name of Tyler McFarland at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota. Further, MidAmerican admits it issued bills for services rendered to Complainant at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota on April 12, 2007, May 15, 2007, and June 14, 2007. MidAmerican records indicate that Complainant did not make payment on any of the bills rendered April through June of 2007.

5. MidAmerican records also indicate bills were also issued on July 12, 2007 and August 13, 2007 and mailed to the address at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota address. On September 11, 2007, MidAmerican received notice from the United States Postal Service that the Complainant's mailing address should be updated to 1505 E Nye Street, Apartment 1, Sioux Falls, South Dakota 57103. MidAmerican updated its records accordingly and sent bills to the new address on September 11, 2007, October 10, 2007, and November 8, 2007. MidAmerican also issued separate past due friendly reminders on October 9, 2007, November 7, 2007, and December 6, 2007. MidAmerican admits that on December 7, 2007, it updated the Complainant's mailing address to 513 S Prairie Avenue, Apartment 1, Sioux Falls, South Dakota 57104 pursuant to notice from the United States Postal Service and all subsequent bills and notices were mailed to the updated mailing address.

6. MidAmerican admits that it does not have any record of the Complainant contacting the company to request that service be disconnected at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota, after several notices and bills were sent to the Complainant. The bills and notices indicated that the Complainant still had service in his name and was still incurring charges for usage at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota.

7. MidAmerican further admits that it attempted to contact the Complainant by telephone on the following dates:

- January 24, 2008- attempt made through automated system
- January 25, 2008- automated message was left
- February 26, 2008- attempt made through automated system
- February 27, 2008- automated message was left

8. MidAmerican denies that it has violated any law, statute, order or rules in connection with Complainant's statements about his account at 1210 S Majestic View Place, Unit 10, Sioux Falls, South Dakota, Account 40390-60149. MidAmerican also admits that Section V, Original Issue Sheet No. 5, Section 3.03 of its gas tariff on file with the Commission indicates that:

“[t]he Company will supply gas service to a customer until notified by the customer to discontinue service or unless the Company is justified to disconnect service as defined in 11.03 of Section V. The customer will be responsible for payment of all service provided to the date of the discontinuance. All service is subject to the rates, rules and regulations stated in this tariff. The Company will terminate service upon reasonable notice. Reasonable notice is deemed to be not less than two working day's notice from the customer, provided the Company is given reasonable access to the Company's facilities on customer premises. If reasonable notice and access are not provided, the customer will be liable for the billings until such time that access is gained. When access is not provided and a final reading cannot be obtained, and the Company is knowledgeable that a new tenant or owner should be responsible for service, the Company reserves the right to render a final bill based on an estimated final reading of the meter at the premises.”

SD P.U.C. Section No. V  
Original Issue Sheet No. 5  
3.03 Duration

9. MidAmerican admits that the only record it has of the Complainant contacting the company to disconnect service is on March 20, 2008. During that recorded call, Complainant indicated that he moved out of the property six months prior and called to disconnect the service. MidAmerican informed him that there was no record of him calling; therefore, the account remained active in his name. Complainant then requested to disconnect the service, and an order was scheduled and completed the following day. Pursuant to Section V, Original Issue Sheet No. 5, Section 3.03 of MidAmerican's gas tariff, a final bill was issued on March 24, 2008, with a total amount due of \$624.16 for natural gas service used from the activation date of March 21, 2007, to the disconnection date of March 21, 2008. MidAmerican records indicate that no payments have been received for this account.

10. Upon receiving this complaint from Commission Staff, MidAmerican admits that in good faith it tried to resolve the complaint with the Complainant. MidAmerican admits it called the property manager for the Majestic View Apartments on June 2, 2009. The property manager explained that the Complainant resided at the property until June 8, 2007. MidAmerican was also advised that the property remained vacant until August 1, 2007, when a new tenant moved into the apartment. The property manager agreed to take responsibility for the charges incurred from June 8, 2007 to August 1, 2007. As a result, MidAmerican will adjust the Complainant's bill to deduct \$14.12 from the total amount of \$624.16.

11. MidAmerican also admits in a good faith effort to resolve the complaint, it obtained the name of the tenant who resided at the property beginning on August 1, 2007, from the property owner and attempted to contact that person via telephone, leaving a voice message. MidAmerican attempted to contact the tenant to see if he would be willing to accept responsibility for the charges incurred after August 1, 2007. MidAmerican did not transfer the debt for the gas service incurred from August 1, 2007 until March 21, 2008 to the new tenant because MidAmerican does not have any record that the tenant occupying the property beginning on August 1, 2007, contacted the company to begin service in his name. Pursuant to Section V, Original Issue Sheet No. 5, Section 3.03 of the Company's gas tariff, service remained in the Complainant's name up until the time he contacted the company on March 20, 2008, to disconnect service.

12. MidAmerican records indicate that the Complainant has not made payment on the usage that was incurred from the time he initiated service on March 21, 2007, until he states he moved on June 10, 2007. MidAmerican admits that it has not adjusted the Complainant's bill to only reflect the usage from March 21, 2007 until June 10, 2007, because such an adjustment violates Section V, Original Issue Sheet No. 5, Section 3.03 of the Company's gas tariff as records indicate the Complainant did not call to disconnect service until March 20, 2008.

13. MidAmerican has no knowledge regarding the reasons Complainant's rental application was denied and neither confirms nor denies that Complainant was denied a rental application based solely on Complainant's past due utility bill. Further, MidAmerican has not violated any law, statute, order or rule in connection with the matters set forth in the instant Complaint, and the Commission lacks jurisdiction to

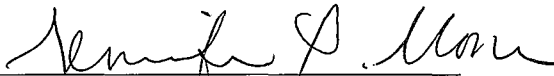
provide the remedy Complainant seeks regarding the requested restitution for his apartment rental application.

**WHEREFORE**, as MidAmerican has not violated any law, statute, order or rule in connection with the matters set forth in the instant Complaint, MidAmerican Energy Company moves to dismiss the Complaint.

Dated this 23<sup>rd</sup> day of June, 2009.

Respectfully submitted,

MIDAMERICAN ENERGY COMPANY

By: 

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