

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE APPLICATION OF</b>	)	<b>REQUEST FOR ADMISSION</b>
<b>MIDAMERICAN ENERGY COMPANY FOR</b>	)	<b>OF FACTS</b>
<b>AUTHORITY TO INCREASE RATES FOR</b>	)	
<b>NATURAL GAS SERVICE</b>	)	<b>NG98-011</b>

TO: MidAmerican Energy Company (MidAmerican) and Suzan M. Stewart, its attorney of record

You are hereby requested within 15 days after service of this request to admit for the purpose of this docket the truth of the following facts:

1. MidAmerican's South Dakota Gas Sales Tariff, Section No. V, Original Issue Sheet No. 26, paragraph 12.02 (hereafter the tariff provision), which was in effect in test year 1997, and continues in effect currently, reads as follows:

"Termination of the Company's Responsibility - the Company's responsibility for installation and maintenance of all gas piping and equipment shall terminate at the gas meter. The Company shall not be liable for any loss, injury, or damage occasioned or caused by the negligence or wrongful act of the customer or any of his agents, employees, or licensees in installing, maintaining, using, operating, or interfering with any gas piping or gas burning equipment.

Any inspection of the customer's piping or equipment by the Company shall not be construed to impose any liability upon the Company to the customer, or to any other person by reason thereof, and the Company shall not be liable or responsible for any loss, injury, or damage which may result from the use of, or defects in, the customer's gas piping or gas burning equipment."

2. In test year, 1997, MidAmerican experienced no claims against it as a result of its inspection of a customer's piping or equipment in South Dakota.

3. In test year, 1997, MidAmerican had no claims against it which were pending as a result of its inspection of a customer's piping or equipment in South Dakota.

4. In test year, 1997, MidAmerican paid no claims as a result of liability either found or stipulated to due to the inspection of a customer's piping or equipment .

5. MidAmerican possesses no documents such as a risk management analysis, cost studies, statistical calculations, case history studies or other documents, whether performed by MidAmerican, a consultant or a consultant specifically on MidAmerican's behalf which prove that removal of limitations of liability for its inspection of a customer's

pipng or equipment would result in increased costs to MidAmerican.

Dated this 16th day of March, 1999.

---

Camron Hoseck  
Staff Attorney  
South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, SD 57501  
Telephone (605) 773-3201

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the Request for Admission of Facts was served on the following by fax and by mailing the same to her by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 16th day of March, 1999.

Ms. Suzan M. Stewart  
Managing Attorney  
MidAmerican Energy Company  
P.O. Box 778  
Sioux City, IA 51101

---

Camron Hoseck  
Staff Attorney