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From: [REDACTED]  
Sent: Friday, 02 December 2016 12:38:15 (UTC-06:00) Central Time (US & Canada)  
To: PUC Docket Filings  
Cc: [REDACTED]  
Subject: Docket Number: NG16-014

Date: November 28, 2016 To: SD Public Utilities Commission From:  
Steve and Donelle DeRaad [REDACTED] Alcester SD 57001

Subject: NG16-014 Farm Tap

We are writing in regards to NG16-014 Farm Tap. Let me tell you that my wife and I were highly upset when we read that as of December 31, 2017 this may no longer be the case, and is very disturbing. Does not NorthWestern's Pipeline farm tap service qualify them as a public utility, and make them subject to the Commission's authority? Is it fair that NorthWestern Energy keep some of it's customers and not others? I read my own meter, so how is that a cost to NorthWestern Energy?

To give you a little history of what happened in May 2016 when NorthWestern Energy informed us that we had a leak in the gas line that went from the meter to the house. NorthWestern Energy shut off the service that day to us and our neighbors house. Intern we paid about \$6000.00 dollars to replace the line and upgrade the system. My Wife talked to the person at NorthWestern Energy because we needed to decide if we needed to get Propane installed we were freezing. He insured my wife that the gas company was not going anywhere because they were the ?Gas Company?.

We believe that whether the farm tap pulls from the gathering system or transmission lines, it is regulated by the Commission as a public utility. For the Commission to come to any other conclusion is wrong and would allow a public utility with a gas gathering system to escape regulation. We believe that the farm tap service is indeed a public utility service, and subject to the regulatory jurisdiction of the Commission.

This issue is a good example of what happens when Utility Companies, or large corporations, are allowed to control the market. It gets thrown out of kilter because of corporate political influence and greed. When decisions are made not on the basis of the people, or the state's needs, but only on the bottom line it no longer serves the people. We need to follow the example set by the Montana Public Service Commission. The Havre Pipeline Co ., largely owned by ?NorthWestern Energy?, must continue to supply its rural customers with natural gas. Link to Montana Ruling <http://psc.mt.gov/Docs/ElectronicDocuments/pdfFiles/D2015332FO7413b.pdf> Link to Harvre Daily News <http://www.havredailynews.com/story/2016/03/21/local/northwestern-loses-havre-pipeline-case/508063.html>

Please help to resolve this issue. Thank you, Steve and Donelle DeRaad

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**From:** PUC

**Sent:** Friday, December 02, 2016 2:45 PM

**To:** [REDACTED]

**Subject:** NG16-014

Mr. and Mrs. DeRaad:

Thank you for your letter regarding the farm taps matter, docket NG16-014. I understand your concern about the possibility of losing your natural gas supply. I encourage you to follow along as this case is reviewed and information is gathered by the commission. Here is a link to the online, public docket:

<http://www.puc.sd.gov/Dockets/NaturalGas/2016/ng16-014.aspx>.

Since this is an open docket before the commission, your letter and my response will be posted under Comments and Responses in the docket for my fellow commissioners, the PUC staff analysts and attorney working on this docket, and others to read.

If you haven't already read it, here is an Informational Guide prepared to assist farm tap customers in understanding the filing of this docket and the PUC's process, posted on the commission's home page:

<http://www.puc.sd.gov/commission/dockets/naturalgas/2016/ng16-014/informationguide.pdf>.

If you wish to communicate with a PUC staff member on this docket, please contact the commission by calling 1-800-332-1782 or 605-773-3201 or emailing [PUC@state.sd.us](mailto:PUC@state.sd.us).

Chris Nelson, Chairman  
South Dakota Public Utilities Commission  
[www.puc.sd.gov](http://www.puc.sd.gov)

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**From:** william curry [REDACTED]

**Sent:** Friday, December 02, 2016 3:43 PM

**To:** Van Gerpen, Patty; Nelson, Chris; [REDACTED]  
[REDACTED]

**Subject:** Fw: Docket NG 16-04

Please read the attached letter concerning Docket NG 16-04. I have also attached 2 easements.

Thank You  
William J. Curry

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KNOW ALL MEN BY THESE PRESENTS:

That [redacted]

of the County of Union and State of South Dakota, for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following-described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Union and State of South Dakota to-wit:

TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantor[s] are hereby granting the uses herein specified without divesting grantor[s] of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- (2) That it will pay to grantor[s] any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor[s], one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- (3) That grantee, upon written application by the grantor[s] will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor[s] for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor[s] at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- (4) That grantee will replace or rebuild to the satisfaction of grantor[s] or of their representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this May 19, 1952, day of May, 1952.

E. C. Stilwell  
Right of Way Agent

STATE OF SOUTH DAKOTA, }  
Union County, } ss.

On this 19 day of May, in the year 1952 before me, H. Boomgaarden, Notary Public in and for said County and State, personally appeared [redacted]

known to me to be the person[s] who are described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

H. Boomgaarden  
Notary Public

My Commission Expires September 5th, 1955

STATE OF SOUTH DAKOTA, }  
County, } ss.

On this day of in the year 19 before me in and for said County and State, personally appeared

known to me to be the person who described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

STATE OF SOUTH DAKOTA, }  
County of } ss.

On this day of in the year 19 before me personally appeared

known to me to be the of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

STATE OF SOUTH DAKOTA, }  
Union County, } ss.

Filed for record the 5th day of July, 1952 at 10:00 o'clock A. M., and recorded in Book No. 15 of Miscellaneous Record at Page 429.

J. E. Webber Register of Deeds  
Mildred Swanson Deputy

KNOW ALL MEN BY THESE PRESENTS:

That [redacted] a single man

of the County of Union and State of South Dakota for and in consideration of the sum of One Dollar (\$1.00) per lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Union and State of South Dakota to-wit:

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- (4) That grantee will replace or rebuild to the satisfaction of grantor or of his representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 16 day of May, 1952

H. J. Geraghty  
Right of Way Agent.

STATE OF SOUTH DAKOTA, }  
Union County, } ss.

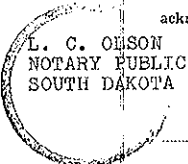
On this 16th day of May, 1952, in the year 1952 before me L. C. OLSON a Notary Public in and for said County and State, personally appeared [redacted] a single man

known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

L. C. OLSON

Notary Public

My Commission Expires February 10, 1955



STATE OF SOUTH DAKOTA, }  
County, } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me \_\_\_\_\_ a \_\_\_\_\_ in and for said County and State, personally appeared \_\_\_\_\_

known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

STATE OF SOUTH DAKOTA, }  
County of \_\_\_\_\_, } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me \_\_\_\_\_ personally appeared \_\_\_\_\_

known to me to be the \_\_\_\_\_ of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

STATE OF SOUTH DAKOTA, }  
Union County, } ss.

Filed for record the 5th day of July, 1952 at 10:00 o'clock A.M., and recorded in Book No. 18 of Miscellaneous Record at Page 425.

J. F. Webber

Register of Deeds

Mildred Swanson

Deputy

December 2, 2016

William J Curry

[REDACTED]  
Elk Point, SD 57025  
[REDACTED]

RE: Docket NG 16-04

In these days of pipeline protest, a person wonders about 1952 when Northern Natural Gas approached landowners about installing a natural gas pipeline through their farms. Did they protest? Highly doubtful! Northern Natural paid \$1.00/lineal rod (16.5') to put in a 16" 700lb pressure natural gas pipeline underground. For 80 dollars, Northern Natural was able to put a perpetual pipeline across a quarter mile run. They were able to get easements for the entire 40 acres, not just a 20 ft. wide parcel. This project benefited Eastern South Dakota for commercial and residential customers. The State of South Dakota Public Utilities Commission would have had to agree to allow Northern Natural to install the pipeline for the benefit of the people of South Dakota. As a benefit to South Dakota, eminent domain would have likely been used. For benefiting the South Dakota consumers, rural land owners were allowed a farm tap to utilize the massive natural gas line installed on their land. The farm tap allowed a fuel source to rural customers that urban residents were able to receive in the towns and cities of South Dakota.

My family utilizes three of the four farm taps that were allowed and agreed by Northern Natural. My family currently has approximately 2 ½ miles of the pipeline through land we farm and/or own. The pipeline has a half mile easement through the land that was homesteaded in 1861 by our family.

Of the three taps, two farm taps have had totally updated pipelines, consisting of two houses and three irrigation wells as of 1990. The third tap supplies two houses and has had a new meter installed in 2015. We have paid for the materials and installation to competent contractors that were recommended by Northern Natural Gas employees.

It would be very expensive to change to another source of fuel for heat and powering irrigation engines. To utilize a different fuel source would not be as environmentally friendly as clean burning natural gas.

The inconvenience of farming over the top of 2 ½ miles of natural gas pipeline has required numerous 811 calls and awareness of possible damage to a very important fuel source to Eastern South Dakota. Our family maintains our farm taps, we read our meters and pay our bills. The little that NorthWestern Gas has done for us is only been for gas usage billing. Other than that, we have not had much contact. Our contact with Northern Natural Gas has been excellent. Northern Natural Gas replaced part of the main pipeline a few years ago on our property in order to service the town of Elk Point. The crews were courteous and understanding as well as careful. When we contact 811 to do ditching or land leveling Northern Natural Gas has always been able to locate the mainline. So, our contact with them has been excellent which is good considering the 2 ½ miles of pipeline across property we farm.

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To penalize the 197 farm taps due to NorthWestern Energy's trying to cut expenses should not be allowed under the South Dakota PUC because NorthWestern is eliminating the outer fringe but keeping the 60 communities that they service.

We are contacting our District 16 House of Representatives and Senator to be part of the decision making of the PUC for their constituents. As a family farm, we have been farming in South Dakota for 155 years. We are part of South Dakota. We have seen Northern Natural Gas Company become Enron and then return to Northern Natural Gas under Berkshire/Hathaway. We have seen NorthWestern Public Service become NorthWestern Corporation go bankrupt in 2003 and return as NorthWestern Energy. As a farm family, we still prevail and ask the South Dakota Public Utilities Commission to represent us as South Dakota citizens to the best of their capabilities.

We believe that the possibility of NorthWestern Energy eliminating South Dakota farm taps would be detrimental to rural users of natural gas in South Dakota.

Please represent for the betterment of South Dakota residents in considering Docket NG16-014.

Please follow the mandate of SDCL 49-34A-2 that states service may not be discontinued to the farm tap customers without first obtaining permission from the Commission. Then, deny NorthWestern Energy that permission. As farm tap users we would like South Dakota Public Utility Commission representation and the continuation of honoring the wording of the easement that was granted by Northern Natural Gas Company to my forefathers. Copies of two easements are enclosed and copies of the other easements can be provided if you request them.

We as a farm family are asking for the same consideration that is given to the rural communities and cities in South Dakota.

William J Curry

[REDACTED]  
Elk Point, SD 57025

[REDACTED]

cc: [REDACTED] Patricia VanGerpen & Chris Nelson

[REDACTED]

Kevin Jensen



**From:** PUC

**Sent:** Friday, December 02, 2016 4:19 PM

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** NG16-014

Mr. Curry:

Thank you for your letter regarding the farm taps matter, docket NG16-014. I understand your concern about the possibility of losing your farm taps and natural gas supply. I encourage you to follow along as this case is reviewed and information is gathered by the commission. Here is a link to the online, public docket:

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Chris Nelson, Chairman

South Dakota Public Utilities Commission

[www.puc.sd.gov](http://www.puc.sd.gov)

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