

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF
MONTANA-DAKOTA UTILITIES CO. FOR
AUTHORITY TO INCREASE RATES FOR
NATURAL GAS SERVICE

NG02-011

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Transcript of Proceedings
December 2, 2003

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BEFORE THE PUBLIC UTILITIES COMMISSION,
ROBERT SAHR, CHAIRMAN
GARY HANSON, VICE CHAIRMAN
JIM BURG, COMMISSIONER

ORIGINAL

COMMISSION STAFF
John Smith
Karen Cremer
Harlan Best
Keith Senger
Dave Jacobson
Michele Farris
Heather Forney

APPEARANCES

David Gerdes
Donald R. Ball
Tamie A. Aberle
Rita A. Mulken

Reported By Cheri McComsey Wittler, RPR

APPEARANCES BY TELEPHONE

Bob Towers

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TRANSCRIPT OF PROCEEDINGS, held in the
above-entitled matter, at the Governor's Inn,
700 West Sioux Avenue, Pierre, South Dakota, on the 2nd
day of December 2003, commencing at 1:30 p.m.

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1 CHAIRMAN SAHR: Good afternoon.
2 This is the time and place for the South Dakota
3 Public Utilities Commission hearing for NG02-011.
4 It's Tuesday, December 2, 2003 at approximately
5 1:30 p.m.

6 I am Chairman Bob Sahr, and with me today are
7 Vice Chairman, Gary Hanson, and Commissioner
8 Jim Burg. And I'd like to take a roll call of
9 anyone who's appearing telephonically.

10 Mr. Towers, are you on the line?

11 MR. TOWERS: Yes. Bob Towers. I'm
12 here.

13 CHAIRMAN SAHR: Who are you with?

14 MR. TOWERS: I'm with Chesapeake
15 Regulatory Consultants.

16 CHAIRMAN SAHR: Is there anyone else
17 on the phone line?

18 All right. If not, then we've got the role
19 taken care of, and should we just go with MDU
20 first? Staff or MDU?

21 MDU, why don't you go ahead and proceed.

22 MR. BALL: We can go first. Thank
23 you, Mr. Chairman. My name is Don Ball, and I'm
24 with Montana-Dakota Utilities Company.

25 Today we are considering the settlement

1 stipulation which was filed with you on October 27.
2 This results from the natural gas rate case for
3 our Black Hills system that we filed on
4 December 30, 2003.

5 In that application we filed for an increase
6 of approximately \$2.2 million. And throughout the
7 course of the proceeding the staff investigated
8 that application. They filed testimony. We
9 subsequently entered into negotiating sessions, and
10 as a result of those sessions, we were successful
11 in coming to the settlement stipulation that you
12 see before you today.

13 This stipulation resolves all issues in this
14 proceeding. And, in summary, it calls for an
15 annual revenue increase of just over \$1.3 million,
16 which is just about a 3.2 percent overall increase,
17 and a number of other issues that you see in the
18 settlement agreement.

19 With that, I'll -- we're here to answer any
20 questions you might have. With me, of course, is
21 Dave Gerdes, our attorney. To my right is
22 Tamie Aberle, our pricing and tariff manager, and
23 to her right is Rita Mulkern, our regulatory
24 analysis manager.

25 CHAIRMAN SAHR: Thank you. That's a

1 good reminder that I should take appearances.

2 Mr. Gerdes.

3 MR. GERDES: Mr. Chairman, members
4 of the Commission, I'm Dave Gerdes. I'm a lawyer
5 from Pierre, and I represent Montana-Dakota
6 Utilities Company in this proceeding.

7 And I think just procedurally and technically
8 for the record, the Commission has before it a
9 joint motion for approval of the settlement
10 stipulation which was filed with the stipulation.
11 And I think that's probably procedurally what we
12 need in order to approve -- or granting the motion,
13 I would say, or not granting the motion, if that's
14 your choice.

15 CHAIRMAN SAHR: Thank you. Staff.

16 COMMISSIONER BURG: You're
17 recommending which?

18 MR. GERDES: We'd recommend
19 approval.

20 MS. CREMER: This is Karen Cremer
21 with staff, and I would agree with Mr. Gerdes that
22 what's in front of you is the joint motion for
23 approval of the settlement stipulation, and as
24 noted, it is filed jointly and staff would also
25 recommend approval of the settlement stipulation.

1 Mr. Towers would be available for any
2 questions, as is Dave and Michelle and Keith.

3 CHAIRMAN SAHR: Mr. Towers, do you
4 have anything to add?

5 MR. TOWERS: No, I don't.

6 CHAIRMAN SAHR: Thank you.
7 Commissioners, questions, comments?

8 COMMISSIONER BURG: Just one I
9 probably have. Given the discussion this morning,
10 I think if I remember right in reading it that
11 there is an increase in the minimum charge in this
12 settlement; is that correct?

13 MR. BALL: That is correct. For a
14 residential customer our current monthly fixed
15 charge or base rate is \$7. And under the
16 settlement stipulation that would go to 7.60 per
17 month for a residential customer.

18 I should note also that along with that
19 there's a policy change in the company. And that
20 policy change is that the company will -- for all
21 new and replacement service lines the company will
22 own that.

23 In the past the customers have owned their own
24 service line. And as a result they were
25 responsible for maintenance or replacement of those

1 service lines.

2 So this is a shift in that policy, and the
3 company will just simply take over ownership of
4 all --

5 COMMISSIONER BURG: Let me get that
6 straight. All service lines, not just new or added
7 ones; is that correct?

8 MR. BALL: Well, right now the
9 customers own their own service lines. To the
10 extent that those service lines remain viable
11 facilities, they will simply be owned by the
12 customer. But if they need replacement, we will
13 replace them at the company's expense.

14 COMMISSIONER BURG: How about any
15 kind of maintenance?

16 MS. MULKERN: Currently the company
17 is responsible for maintenance of the service
18 lines, and they will continue to do the maintenance
19 on all service lines.

20 COMMISSIONER BURG: Is there any
21 situation where those residences change hands --
22 will those lines continue to stay with those if
23 they're owned by the former residents, or is there
24 any kind of way of shifting the ownership?

25 MR. BALL: They'll simply stay with

1 whoever the customer is.

2 COMMISSIONER BURG: The last
3 question, is there any increased gas included in
4 that increased customer charge?

5 MR. BALL: No. There's no gas
6 included in that.

7 COMMISSIONER BURG: Yours don't have
8 any gas included?

9 MR. BALL: That's correct.

10 COMMISSIONER BURG: Historically has
11 there?

12 MR. BALL: At one time there was,
13 but at least since '94 there has been no gas
14 included with the monthly fixed charge.

15 COMMISSIONER BURG: Okay. I wasn't
16 aware of that.

17 CHAIRMAN SAHR: I guess I don't mean
18 to -- (Inaudible) -- MDU and staff. On this
19 ownership change, so to speak, what do you think
20 the typical customer's perspective would be on
21 that? Do you see this as a welcomed change?

22 Because perhaps there's some -- you don't have
23 the possibility of having the higher expenses if
24 something goes wrong, or what do you see as the
25 customer's perspective on this?

1 MR. RISLOV: If I can interrupt for
2 a second, this is Greg Rislov. Could you explain,
3 number one, exactly what the service is and, number
4 two, what the average service would cost to replace
5 if a customer had to replace it, kind of give it
6 some perspective?

7 With regard to the system, what is the
8 service? What does that have to do with the
9 system?

10 MR. BALL: In a typical gas
11 system -- and let's say that our main line runs
12 down the alley. There's a main that would run down
13 the alley or the street, whatever. There's what we
14 call a service stove, which is a piece of pipe that
15 connects to the main that runs to the property
16 line.

17 And then from the property line up to the
18 service riser where the pipe comes out of the
19 ground right by the house that's what's called the
20 service line.

21 So under this proposal we'll simply own
22 everything through the downstream side of the
23 meter. You know, the customer will continue to own
24 their own house piping, which they have done
25 forever.

1 COMMISSIONER BURG: Who owns the
2 meter?

3 MR. BALL: We own the meter and the
4 regulator.

5 COMMISSIONER BURG: Now and under
6 the new policy?

7 MR. BALL: Yes. Now and under the
8 new policy. The only change is the service line
9 which is typically from the property line to the
10 riser.

11 CHAIRMAN SAHR: So right now let's
12 say I have a problem with my service line. Do I
13 pay for that? Does MDU pay for that? How does
14 that work?

15 MR. BALL: If you were in the
16 Black Hills area and you owned the service line and
17 there was a problem with it, say it leaked or
18 something, we would probably replace it and bill
19 you for that. And we're talking typically the
20 range of a couple hundred dollars.

21 CHAIRMAN SAHR: Under this new
22 system if it was a new line that was put in with
23 this policy change, then MDU would pay for that?

24 MR. BALL: Yes. We will pay for the
25 new line and even if you're a current customer and

1 there's a problem with your service line, we'll go
2 and replace the service line and we will own it.
3 You will not have to pay for replacement.

4 CHAIRMAN SAHR: For instance, on my
5 house, if this happened as an existing line, then
6 the company would actually come in and do the work
7 and then you would -- you would pay for it as
8 opposed to the customer?

9 MR. BALL: Yes. We would pay for
10 it. I might note I assume you live in Pierre. We
11 already own the service line. We started it that
12 way.

13 CHAIRMAN SAHR: Sure.

14 MR. BALL: So this will essentially
15 make our Black Hills system now consistent with the
16 remainder of our gas service area.

17 CHAIRMAN SAHR: And I am actually
18 not a customer here, but that's neither here nor
19 there. I do have a line going to my house, though.
20 We can talk about that later.

21 MR. BALL: We sell --

22 (Discussion off the record)

23 COMMISSIONER BURG: So your idea is
24 if you go out far enough, you will end up replacing
25 and owning them all?

1 MR. BALL: Yes. That's the idea.

2 MR. JACOBSON: It may be nice to
3 know too, Martin was involved in this decision, and
4 his input into it was it was very important for the
5 company to have this policy in place. Being out
6 there on a day-to-day basis with pipeline
7 inspection and stuff, he highly recommended this
8 new policy.

9 MR. BALL: Let me address your
10 specific question just a little more. I guess from
11 the company's perspective we welcome the change
12 because, quite frankly, if you look at telephone,
13 cable TV, even electric service, those utilities
14 own everything right up to the house.

15 So we're kind of the last holdout, if you
16 will. We're different than the rest of the world.
17 Our customers do not understand why they have to
18 pay for a service line because they don't pay the
19 cable company for the last 50 or 70 feet of wire or
20 they don't even pay the electric company to hook a
21 wire to their house. So this will put us there.

22 From a customer perspective we think it's also
23 a good thing, simply because of the
24 misunderstandings that have arisen. They're
25 saying, well, my service line works perfectly,

1 okay. But we are subject to DOT requirements on
2 pipeline inspection and safety, and they just don't
3 understand. So it will be a lot less hassle for us
4 and we think a very good thing for our customers.

5 COMMISSIONER BURG: Two questions I
6 have continuing on this. One is there's really no
7 value to the customer, is there? I mean, nobody
8 can claim that there's a value in that pipe that's
9 in the ground to them, is there?

10 MR. BALL: I don't see that.

11 COMMISSIONER BURG: I don't see it
12 either. So the question I have is did you consider
13 or is there a reason you did not just decide to
14 just own all of them, take them over, or did you
15 feel that you had to wait until there was a
16 replacement?

17 MR. BALL: Well, I think it's just
18 more efficient to wait until there's a replacement.
19 If we want to own all of them, you're going to run
20 into a customer who says, well, I want some money
21 for my service line.

22 What do you pay for 20 or 30-year old service
23 line? Quite frankly, it's cheaper to put a new one
24 in.

25 COMMISSIONER BURG: That's all I

1 have.

2 CHAIRMAN SAHR: Thank you. So staff
3 doesn't see any downside to making this change?

4 MR. JACOBSON: No.

5 MR. TOWERS: I certainly don't.

6 CHAIRMAN SAHR: Thank you.

7 VICE CHAIR HANSON: Mr. Chairman, I
8 would just note that water companies have similar
9 challenges and having been a utilities
10 Commissioner -- yes, utilities Commissioner some
11 years ago this was one of the biggest challenges
12 that we had when someone would have a problem with
13 their service line is understanding that it was
14 owned from a similar situation, from the shutoff to
15 the home, and why should all of a sudden -- it's
16 quite expensive to dig up a water line and replace
17 it.

18 And this, I think, is a very good step forward
19 in providing better services and eliminating those
20 challenges to the consumer.

21 CHAIRMAN SAHR: Thank you. Any
22 other questions or comments on this particular
23 charge?

24 VICE CHAIR HANSON: Move for
25 approval. Do you need one?

1 CHAIRMAN SAHR: Actually I do have
2 another couple of questions. If Jim seconds.

3 COMMISSIONER BURG: I hesitate at
4 indifference to the Chair.

5 VICE CHAIR HANSON: I didn't see his
6 list of questions.

7 CHAIRMAN SAHR: You know, I
8 definitely can see merit to this. I think it makes
9 a whole lot of sense. One of the things that I
10 would like to flush out is the DDSM charge, and
11 that's the distribution delivery stabilization
12 mechanism.

13 And I'd like you to talk a little bit about
14 how that's actually going to work, and I would
15 encourage advisers to ask any questions they have
16 along these lines.

17 But maybe you can just give us a little more
18 overview on how you see this working and how it may
19 work depending on the fluctuations year to year
20 based on warm years, cold years, so forth.

21 MR. BALL: Tamie Aberle will be
22 happy to do that for you.

23 MS. ABERLE: This is Tamie Aberle
24 with Montana-Dakota. The DDSM, or distribution
25 delivery stabilization mechanism, is a means of

1 levelizing customer bills during the winter
2 periods.

3 The mechanism would be applied to bills
4 starting with the bills we issue on November 1 in a
5 typical year. And the mechanism would take a
6 look at -- each customer's bill basically would be
7 adjusted to reflect normal weather. And we do that
8 by first eliminating the base use from that
9 customer's usage during that particular billing
10 cycle and then adjusting that to reflect the
11 weather difference.

12 And we would do that based on what we call
13 billing degree days, which is simply a calculation
14 of the deviation from a base of 65 degrees. And
15 this information is reported by the National
16 Weather Service, and their reporting stations for
17 the Black Hills area would be using the Rapid City
18 Airport weather reporting station.

19 For just a simple example, if we looked at a
20 customer that was billed 20 dekatherms during the
21 month of January and the weather was
22 10 percent colder in that particular month, by
23 applying this adjustment mechanism we would
24 actually reduce that customer's bill by, in this
25 case, 2.60.

1 Now if the reverse were to happen in that same
2 month and it was 120 percent warmer than normal, we
3 would increase the bill by 2.60.

4 The rates that we establish in the case are
5 based on normal weather. And this is the
6 distribution margin that I'm speaking of, and it is
7 not affected by the cost of gas. The gas commodity
8 would be whatever dekatherms are registered at that
9 home, that gas commodity would be billed on that
10 customer's bill.

11 This is just the distribution margin. And a
12 couple of reasons for that. There are fixed costs
13 that we know are not covered in that base rate, the
14 basic service charge, as we refer to it, even at
15 7.60, based on our analysis, that is not recovering
16 all of the fixed costs.

17 So to the extent there are fixed costs in that
18 energy component, in that distribution margin
19 component in colder weather customers are actually
20 contributing more toward fixed costs and in warmer
21 weather they're not contributing enough toward
22 fixed costs.

23 We see the adjustments as minimal on a
24 customer-by-customer basis, and yet it will provide
25 some stability in those bills during those winter

1 periods.

2 MR. JACOBSON: Just so I can clarify
3 what was handed out to you, Martin put this
4 together, and it's like Tamie just did. It's an
5 example of what the effects of the adjustment are
6 and kind of how it operates.

7 If you take a look at the top group of
8 numbers, small residential customer, which is
9 typically what most people are concerned about, the
10 usage for each month is what Martin has determined
11 is the average for customers in the Black Hills
12 region.

13 If you look at the next column, that is the
14 usage less the base use that Tamie has spoke about.
15 And this example is for each 1 percent warmer or
16 colder than normal. So, for instance, if it was
17 10 percent warmer or colder than normal, you can
18 basically multiply this by 10. This is how much it
19 will affect your bill each month.

20 And if you just follow it across -- I guess,
21 if you follow it down, you can see the effect, the
22 heating degree adjustment. You know, the revenue
23 adjustment for an entire 12-month period for each
24 degree above or -- for each percentage above or
25 below normal, it's 79 cents. There's different

1 ways to look at it. The heating degree day
2 adjustment is the dollar amount per percentage
3 above or below normal.

4 As Tamie stated, we have to remember that this
5 does not include the gas costs. And, for instance,
6 the first line there with 15 dekatherms of usage,
7 right now I don't know that gas cost is probably
8 around or above \$5. So the effect of this
9 charge -- if weather was 10 percent warmer than
10 normal, 15 dekatherms of usage -- or affects the
11 bill by 13 cents per percentage above or below
12 normal.

13 COMMISSIONER BURG: In this case it
14 would be down.

15 MR. JACOBSON: It could be either
16 way. It works the same either. If it's colder
17 than normal, it would be lowered. If it's warmer
18 than normal, your bill would increase by this
19 amount. It gives you an effect. It's not a really
20 dramatic --

21 You know, speaking to Martin about how cold
22 above or below normal it really can get, a huge
23 swing from between percent above or below normal.
24 That would be a drastic departure from normal
25 temperature.

1 Considering that, if you look at -- just look
2 at the month of January. 20 percent would be 2.60
3 for 15 dekatherms of usage, you know. If you have
4 any questions about that, I can answer it. If you
5 really want to get into the real details, we can
6 get Martin on the phone. He's at Northwestern
7 Public Service doing inspections right now. But
8 this was his exhibit explaining the effect.

9 CHAIRMAN SAHR: While we kind of
10 look over the exhibit I do have a question about
11 how this is going to appear on the customer's bill
12 and how it will be explained.

13 What is the anticipated method of billing this
14 and explaining it to the customer? I mean, is it
15 going to appear as a new charge, or what's it going
16 to look like?

17 MS. ABERLE: Yes. We have suggested
18 that it show as a separate line on the customer's
19 bill so they're aware of it, and at the time that
20 we implement the mechanism we would do a notice,
21 customer insert outside of the notice that would go
22 along with the rate case. So there would be a
23 specific insert relating just to the DDSM.

24 MR. SMITH: Does this vary by usage,
25 though? Is this a usage-based adjustment?

1 MS. ABERLE: Yes, it is.

2 MR. SMITH: So we won't be back to
3 another fixed cost?

4 MS. ABERLE: No. It's not fixed.

5 COMMISSIONER BURG: Is the purpose
6 of this to allow you to be sure you recover all of
7 those costs?

8 MS. ABERLE: It does both. It
9 does -- we have fixed costs that we have identified
10 when it occurs between abnormal -- in abnormal
11 weather which, you know, the normal weather is
12 based on a 30-year average. So in between those
13 times that we are recovering fixed costs and to the
14 extent it's colder than normal, customers aren't --

15 COMMISSIONER BURG: It doesn't
16 levelize as well.

17 MS. ABERLE: Yes.

18 CHAIRMAN SAHR: I'll play devil's
19 advocate here. With fixed costs would they be
20 better handled through a charge that is directly a
21 fixed charge cost like the 7.60 charge, or which
22 would be better in trying to recover fixed costs?

23 MS. ABERLE: Well, customers'
24 perception of a fixed cost have been troublesome
25 over the years, as we have seen this morning.

1 Probably not to that degree. But I think people
2 have a hard time associating the fixed charge with
3 more than just the meter hanging on their house at
4 times, when, in fact, it covers a lot more costs
5 that we have that are fixed in nature than that.

6 But that's certainly another way to eliminate
7 this is to truly reflect fixed costs, which in many
8 cases would be higher.

9 CHAIRMAN SAHR: Do other companies
10 have similar charges either in South Dakota or
11 elsewhere in the United States?

12 MS. ABERLE: There are about 35
13 companies today throughout the United States. I do
14 not believe there are any here in South Dakota that
15 have a mechanism similar to this in place.

16 CHAIRMAN SAHR: Do you have any
17 analysis or any -- anything that would indicate
18 whether customers like this sort of charge or --
19 not like a charge, but whether this is something
20 that the public's going to generally understand and
21 accept or if it's something that's going to cause
22 the phones to start ringing off the hook for
23 everyone saying what's this new charge on our bill
24 and why is it being done this way?

25 Have you done any sort of research on that?

1 MS. ABERLE: I do not have any sort
2 of specific data on that.

3 CHAIRMAN SAHR: Do you know for a
4 typical average customer -- and maybe this goes a
5 little bit to this graph -- what sort of pluses and
6 minuses are we going to see on their bill? I mean,
7 10 percent warmer or colder, 20 percent warmer or
8 colder?

9 What sort of fluctuation are we going to be
10 seeing? Do you have any idea or any analysis on
11 what it's going to look like?

12 MS. ABERLE: Well, I think this
13 table does a good job of exhibiting.

14 CHAIRMAN SAHR: What are they
15 translating --

16 MS. ABERLE: Well, if you look at
17 January on this table -- I guess it's not my
18 exhibit, but I am talking about it.

19 MR. JACOBSON: It may be more my
20 responsibility to speak to it. For instance, if
21 you look at January, an average residential small
22 metered customer uses 15 dekatherms of usage. The
23 weather temperature sensitive portion of that usage
24 is 13.09 dekatherms. So that is what the
25 adjustment is going to affect.

1 If it's 1 percent warmer or colder than
2 normal, then the factor you multiply that 13.09
3 dekatherms by is 1.01 or 1 percent. And you end up
4 with the heating -- when Martin put this together,
5 I mean, heating degree adjustment, I was assuming
6 that meant revenues, but I'm not --

7 MS. ABERLE: If I could. This is
8 Tamie Aberle again. I believe that would be the
9 dekatherm adjustment, if you will.

10 MR. JACOBSON: Right.

11 MS. ABERLE: And that would be
12 applied to the distribution margin or the energy
13 charge, which in the case would be 1.435, \$1.435.
14 So in that particular month the adjustment applied
15 to that bill would be .13 times 1.435. And then in
16 the last column is if it was 1 percent warmer in
17 every one of the winter months, that particular
18 customer would see a total of adjustment of
19 79 cents.

20 CHAIRMAN SAHR: For the month, for
21 the year?

22 MS. ABERLE: This would be for the
23 whole season. If it's 1 percent warmer, if we just
24 assume this is warmer, it would be 79 cents. So if
25 it were 10 percent warmer, it would be 7.90 over

1 that entire winter period.

2 CHAIRMAN SAHR: So we're talking
3 about a fairly small deviation.

4 MS. ABERLE: Yes.

5 COMMISSIONER BURG: Conversely, if
6 it's colder you'd have --

7 MS. ABERLE: Yes.

8 CHAIRMAN SAHR: I think you answered
9 part of my next question because I was asking for
10 the residential perspective. And I also want to
11 make sure, you know, if you had a larger business
12 that was under this sort of billing system, that
13 there wasn't going to be some sort of unfairness in
14 that you could be in business one year, out of
15 business the next year sort of thing.

16 And it sounds like even -- it appears from the
17 graph even for the larger businesses the
18 fluctuation's going to be relatively small, we're
19 not talking huge dollar amounts. Is that correct?

20 MS. ABERLE: That's correct.

21 COMMISSIONER BURG: I'd like to ask
22 a -- it's not even -- it's a related question, but
23 it's not directly to this at all. I know that you
24 make an adjustment or you adjusted for the sea
25 level, height above sea level because of gas

1 pressure; right?

2 Isn't that a factor at how you arrive at -- I
3 know, of course, the Black Hills has quite a
4 variation. Is there any adjustment within your
5 territory? Is there just one sea level adjustment?

6 MR. BALL: We bill on a dekatherm
7 basis, and a dekatherm, of course, is 1 million
8 BGs. So but to calculate the meter will actually
9 read in thousands of cubic feet or actually
10 hundreds of cubic feet.

11 And we do monitor the BTU content of gas on
12 our system at a number of points. And that's one
13 of the factors in converting the volumetric reading
14 to a dekatherm reading.

15 The other factor is altitude or the variation
16 from sea level. And those two factors are combined
17 into what we call the thermal factor.

18 COMMISSIONER BURG: But I guess my
19 question was given that the Black Hills has quite a
20 variation, do you have a different thermal factor
21 for higher areas in the hills, or is that pretty
22 well averaged in the hills?

23 MR. BALL: It's my community. So
24 Deadwood-Lead, for example, would have a different
25 one than Rapid City because they're a different

1 altitude.

2 COMMISSIONER BURG: That answers it.

3 CHAIRMAN SAHR: To kind of follow up
4 on my last series of questions, do you see a
5 relatively small impact of people who migrate off
6 the system? If they happen to go off in a
7 particular year where I guess the charges would be
8 high as opposed to next year, or are there any sort
9 of problems with people under this scheme --

10 MS. CREMER: If I can interrupt,
11 it's a month to month. It will be on your bill
12 every month. It shows up -- I was looking for --
13 do you have a sample bill? I didn't see -- it
14 shows up like your PGA costs or whatever. I mean,
15 it's going to be a line item on there.

16 MS. ABERLE: Yes. We're proposing
17 actually to show bill detail on customer's bills,
18 and it would be what -- this would be referred to
19 as a real time mechanism. So it wouldn't be that
20 we'd be accumulating these costs and charging
21 later.

22 So there shouldn't be any issue associated
23 with moving off the system. If it's colder in that
24 particular month, they will receive the credit that
25 month.

1 CHAIRMAN SAHR: So you're not at any
2 point in time going to be overcollecting under any
3 scenario?

4 MS. ABERLE: No.

5 CHAIRMAN SAHR: So colder months
6 you're not going to be overcollecting, warmer --

7 MS. ABERLE: Colder we'd actually be
8 refunding, and warmer we'd be collecting.

9 MR. JACOBSON: Over time there's
10 colder than normal, warmer than normal will even
11 out.

12 COMMISSIONER BURG: Especially when
13 using a 30-year average.

14 MR. RISLOV: This is Greg Rislov
15 again. Does the DDSM carry over as to something
16 that just is what it is and over a 30-year period
17 we expect it to average out?

18 In other words, is there a carrying amount on
19 a DDSM?

20 MS. ABERLE: No, there is not.

21 MR. RISLOV: So it just is what it
22 is and we expect the law of averages to take effect
23 and over time everything will be made equal;
24 correct?

25 MS. ABERLE: Yes.

1 MR. RISLOV: I don't know what other
2 questions Commissioner Sahr may have. I just
3 wanted to as long as we were on the DDSM --

4 CHAIRMAN SAHR: Mr. Towers, do you
5 have any comments?

6 MR. TOWERS: Yes. I have one
7 comment. Someone asked the question awhile ago
8 whether the costs that are recovered can be -- the
9 charge could just as well be covered in the
10 customer basic service charge.

11 And I think there would certainly be an
12 adverse customer effect. I think there could be
13 because while the -- (Inaudible).

14 MS. CREMER: Bob, you need to sit
15 right up to your phone or your mike. You're
16 cutting out, and the court reporter is having a
17 hard time hearing you.

18 MR. TOWERS: The question was asked
19 whether or not the charges that are covered in the
20 distribution charge, which is the volumetric
21 charge, could just as well be recovered in the
22 customer service charge -- (Inaudible) -- the
23 \$7.50.

24 And I think my view is that there would be an
25 adverse customer reaction to that and justifiably

1 so. Because what that would do is to make each
2 customer in a class pay the same amount for what
3 we're calling fixed costs, without regard to his
4 level of usage versus his neighbor's level.

5 The present arrangement have a vacant service
6 charge and demand distribution charge breaks the
7 bill. The first contribution covers the costs that
8 can't be avoided, costs of -- (Inaudible).

9 (Discussion off the record)

10 MR. TOWERS: We're talking here
11 about fixed costs, costs that are fixed from the
12 company's point of view. They're the same
13 basically from month to month. But the costs fall
14 into two different categories from my perspective.

15 The first category is properly recoverable in
16 the basic service charge. That includes -- those
17 costs include the cost of having a meter, the cost
18 of having a service line, the cost of preparing a
19 bill.

20 Then there is another set of costs that are
21 also fixed that are related to the construction,
22 maintenance, and operation of distribution --
23 (Inaudible). Those costs not specifically because
24 the customer of those -- (Inaudible) -- the
25 aggregate all customers want that service.

1 That's why it's appropriate from my --
2 (Inaudible) -- to recover those costs through
3 basically a volumetric charge so the customers
4 contribute towards those costs based upon their --
5 (Inaudible). I don't know if I made that clear
6 or --

7 CHAIRMAN SAHR: Thank you. Do we
8 have any other questions or comments?

9 MR. RISLOV: I have a couple of
10 questions. And I appreciate what Mr. Towers just
11 said. Essentially the customer costs we're talking
12 about the avoidable, unavoidable costs related to
13 each individual customer, and I know there was some
14 discussion about fixed costs with regard to the
15 DDSM.

16 But, frankly, we were talking about nongas
17 costs, and we were intermixing categories in
18 dealing with those issues. At least that's what I
19 believe.

20 In the settlement I noticed that there were a
21 couple of questions that I had. Number one there
22 was a relatively significant adjustment to the
23 depreciation we serve. And that's a big curious
24 because it doesn't seem to be tied to any plant
25 changes that were also reflected in the settlement.

1 I was just curious about exactly what that
2 constitutes, what's behind that appreciation
3 adjustment.

4 MR. TOWERS: I can respond, Greg.
5 That came about during the negotiations to reach --
6 (Inaudible). And I believe it was --
7 (Inaudible) -- '94.

8 VICE CHAIR HANSON: Sir, this is
9 Commissioner Hanson. It may be the fact that I'm
10 new to this business, but I think there's a
11 challenge with your microphone, either in the
12 breathing or something of that nature. If you'd
13 slow it down a little bit. We're having a very
14 difficult time understanding what you're saying.

15 MR. TOWERS: Yes. I apologize. I
16 was saying I'm using a conventional phone.

17 There were issues raised in the 1994 case
18 concerning the depreciation rates that were being
19 used, the main and services account. That case was
20 resolved by settlement.

21 The same depreciation rate, and I'm talking
22 about the accrual rate, issues were raised in my
23 testimony in this case. And I recommended and
24 Senger made an adjustment to reflect so the change
25 in rates that the company explained in this case

1 and said the rates that I recommended were the same
2 rates that were -- that I had recommended in 1994.

3 (Discussion off the record)

4 The 1994 case was settled, and it was what you
5 might call a black fox settlement, with each party
6 having his own view of what the end result
7 reflected.

8 During the negotiations -- (Inaudible) -- I
9 did as much as I could from here and --

10 (Inaudible) -- discussed the fact that the staff
11 level determined what depreciation rates were
12 reflected in the 1994 settlement.

13 And we reached the conclusion during the
14 negotiations in this case that the staff had not
15 relinquished its position in 1994 and that the
16 rates that it was then recommending were actually
17 implemented and reflected in the gas services rates
18 that were established in that case.

19 Now the problem arose because the company did
20 not want to "adopt" those supreme -- (Inaudible)
21 the rate that it had requested in 1994. In
22 fairness in this case the staff thought it
23 believed -- it had prevailed on that issue in 1994,
24 that it was appropriate to make an adjustment to
25 the depreciation reserve in this case that would

1 reflect what type that service would be as the
2 staff depreciation rate -- (Inaudible) -- 1994.

3 CHAIRMAN SAHR: I don't know why the
4 4s keep disappearing. I won't ask you to speak in
5 a shrill, but I think for some reason it's killing
6 off and I don't know if it's pitch or what it may
7 be, but when you hit those dates maybe just slow
8 down a little bit.

9 MR. TOWERS: Okay. We reconstructed
10 in this case the depreciation reserve to reflect
11 what that depreciation reserve would be had the
12 company adopted the depreciation -- (Inaudible) --
13 that staff now believes were reflected in that
14 settlement of the 1994 case.

15 That's why the adjustment that Mr. Rislov
16 identified appears to be so large in relation to
17 changes in the approval rate, which were real
18 subject under discussion in our testimony.

19 MR. RISLOV: Thank you. I
20 understand. With regard to labor -- and it
21 appeared to me going through the settlement
22 material and the factual documentation I had with
23 regard to numbers that it was a fairly routine
24 adjustment.

25 On the other hand, the labor and labor-related

1 adjustments that appeared in the settlement over
2 and above staff's initial filing were, from my
3 point of view, fairly large, fairly significant
4 changes to cost of services.

5 And I think it's worthwhile to get a bit of
6 explanation why the labor and labor-related cost
7 expanded so much between staff's initial filing and
8 the subsequent settlement agreement between staff
9 and MDU.

10 I don't know who chooses to address it. I'm
11 not picky.

12 MR. JACOBSON: Well, I can address
13 it from staff's standpoint. We simply asked for
14 updates as it became known and measurable. As, you
15 know, labor is divided into union and nonunion
16 increases, we were at the -- the second portion of
17 the union increase was the result of a new contract
18 that was signed.

19 And I would agree that the increase in the
20 first year of the new contract was significantly
21 above what had been in the prior contract.

22 However, in my analysis of that, the prior
23 contract which had been in effect for five years
24 had -- considering economic conditions at the time,
25 among other things, had what I would consider low

1 salary increases. And if nothing else, just
2 comparing it to wages offered to State Government
3 employees I was -- it seemed like the five
4 consecutive years before the new contract the rate
5 increases were very low and that possibly the large
6 increase reflected in the first year of the new
7 contract was kind of a catch-up, which occasionally
8 happens even within State Government.

9 And because we knew it was actually in effect,
10 staff did accept it at the time. But it was
11 something over 7 percent for the first year. If
12 the company would want to explain more about that.

13 MR. BALL: I'll take a little shot
14 at that. In the union labor agreement we knew
15 going in by comparing to other utilities, for
16 example, what we're paying our operating people
17 versus what other companies are paying and as
18 Mr. Jacobson indicated, the old contract was five
19 years old.

20 Quite frankly, our employees were pretty much
21 behind some other employees in other companies, and
22 it is kind of a catchup to kind of bring them up to
23 a parity.

24 I would note it's going to take approximately
25 three years under the new agreement to get them up

1 to the levels that some other companies are
2 currently paying some of their employees.

3 CHAIRMAN SAHR: What other companies
4 do you compare to?

5 MR. BALL: We look at Ottertail. We
6 look at Northwest, both in South Dakota and
7 Montana, probably Black Hills. And I'm sure there
8 are a couple of others, but I'm not aware of who
9 they are.

10 MR. RISLOV: We have a general idea,
11 I think, perhaps through the DDSM discussion of
12 what's happened with the rate design as it relates
13 to a smaller customer, smaller usage customers.

14 Are there any remarkable changes that will
15 affect the larger use customers on the system?

16 MS. ABERLE: No. There are -- I
17 believe it was provided in the settlement, but in
18 the other classes the base rates with the exception
19 of the small IT sales remain the same. The small
20 interruptible sales base rate was increased from
21 \$40 per month to \$50 per month, and along with that
22 there would have been a decrease in their energy
23 charge because there was no increase or decrease
24 allocated to that class.

25 So to the extent that the base rate increased,

1 the charge per dekatherm decreased on the small
2 interruptible transportation. There is also an
3 increase in that base rate charge.

4 MR. RISLOV: Thank you.

5 CHAIRMAN SAHR: I have a question
6 for Mr. Jacobson. And this morning we had a
7 consumer express some concerns about fixed charges.
8 And briefly I just wanted that addressed on the
9 record and get staff's perspective on fixed charges
10 and whether they are, you know, a "good" or "bad"
11 thing or a mixed bag, and I'd appreciate you
12 commenting on that briefly.

13 MR. JACOBSON: Since I've work here
14 the customer charges have always been an issue in
15 every case. Almost every case I'm ever aware of
16 the company came in with a much higher proposed
17 customer charge than ultimately staff or the
18 Commission's accepted.

19 But in our analysis of -- for instance, in our
20 analysis of fixed charges in this case Bob Towers
21 came in with a customer charge that was lower than
22 what we ultimately accepted, and we explained that
23 as part of the service line issue in this case.

24 Typically staff has always recognized that
25 fixed costs are appropriately recovered through a

1 fixed charge of that nature. We have never -- or
2 there have been several times in the past where we
3 have not moved to directly cover all fixed charges
4 because of a customer reaction.

5 Of course, the one case that was referred to
6 earlier was the Minnegasco case. And in that case
7 I believe we actually did a customer survey on the
8 issue and surveyed customers on if they felt that
9 level of increase was appropriate, and many did
10 not.

11 But it's been our case, although we never move
12 directly to recover -- or at least in most cases
13 have never moved to directly recover all of the
14 fixed charges through the customer charge, the
15 Commission has historically always moved in that
16 direction, understanding that some day they may get
17 to that level.

18 But I think there have been cases when we have
19 got to the level where we were actually recovering
20 what was agreed to as the fixed charge. In that
21 case there's certainly no reason to go any higher.

22 But, you know, this Commission staff and
23 historically the Commission have always agreed that
24 those customer charges are appropriate. And, in
25 fact, not charging the appropriate customer charge

1 or not at least moving in that direction results in
2 a subsidy flowing in the wrong direction, and a
3 less equitable result than otherwise acknowledging
4 those fixed charges is to try and recover it to
5 customer charges.

6 CHAIRMAN SAHR: Thank you. Any
7 other questions or comments?

8 MR. TOWERS: I'll try one more time.
9 The customer that we're talking about that Dave was
10 referring to -- (Inaudible) -- in the exhibit --
11 (Inaudible) -- is identified as -- (Inaudible).

12 (Discussion off the record)

13 VICE CHAIR HANSON: We didn't get
14 any of that, sir. We are just getting like one
15 syllable out of every word.

16 MR. TOWERS: I'm getting a lot of
17 feedback.

18 CHAIRMAN SAHR: I feel like staff
19 has sufficiently answered the question, Mr. Towers.
20 So I think due to the technical difficulties, I'm
21 comfortable that the flat charge was adequately
22 considered by staff and the type of concerns that
23 we've heard this morning were addressed in
24 considering what the proper rate structure is in
25 this particular case.

1 MR. TOWERS: Yes, they were.

2 CHAIRMAN SAHR: Thank you. Do you
3 want to restate your motion, or do you want to use
4 the old one?

5 VICE CHAIR HANSON: I haven't
6 withdrawn it yet, Mr. Chairman.

7 COMMISSIONER BURG: I'll second it.

8 CHAIRMAN SAHR: And I concur.

9 (Discussion off the record)

10 VICE CHAIR HANSON: Mr. Chairman, to
11 clarify my motion, I don't have an agenda in front
12 of me. I thought we were taking items
13 individually. So I was approving that particular
14 one.

15 However, I do believe that my motion was
16 germane to the entire item.

17 CHAIRMAN SAHR: Thank you.

18 MR. RISLOV: I have one question I
19 want to ask, and it doesn't relate to the issues
20 we've discussed, but do the tariffs read for
21 service on and after or for billings on and after?

22 MS. ABERLE: Service.

23 MR. BALL: Actually the stipulation
24 agreement indicated service rendered on and after
25 November 1, which has, of course, far past.

1 MR. RISLOV: So we're going to
2 change that to February 1.

3 MR. BALL: I think we're going to
4 have to change that to service rendered on and
5 after December 2 would work for us.

6 MS. CREMER: I think that's what it
7 has to be.

8 CHAIRMAN SAHR: Do we need a motion
9 then?

10 MR. GERDES: I'd prefer one.

11 CHAIRMAN SAHR: I think we probably
12 should have one since we approved the stipulation
13 that now we're all acknowledging it's out of date.
14 So is December 2 an appropriate date?

15 MS. CREMER: That's today. Right.

16 CHAIRMAN SAHR: Thank you.

17 COMMISSIONER BURG: I'll second that
18 motion.

19 CHAIRMAN SAHR: I'll realize it's
20 today.

21 VICE CHAIR HANSON: I'll concur.

22 CHAIRMAN SAHR: And I second.

23 COMMISSIONER BURG: You motioned. I
24 seconded.

25 CHAIRMAN SAHR: I don't think I made

1 a motion. Seriously, let's clarify that, though.
2 I do move that we make the effective date as of
3 December 2.

4 COMMISSIONER BURG: Second.

5 VICE CHAIR HANSON: Concur.

6 CHAIRMAN SAHR: The case is resolved
7 so we stand adjourned.

8 (The hearing concluded at 2:40 p.m.)
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STATE OF SOUTH DAKOTA)

:SS

CERTIFICATE

COUNTY OF HUGHES)

I, CHERI MCCOMSEY WITTLER, a Registered Professional Reporter and Notary Public in and for the State of South Dakota:

DO HEREBY CERTIFY that as the duly-appointed shorthand reporter, I took in shorthand the proceedings had in the above-entitled matter on the 2nd day of December 2003, and that the attached is a true and correct transcription of the proceedings so taken.

Dated at Pierre, South Dakota this 15th day of December 2003.

Cheri M. Wittler

Cheri McComsey Wittler,
Notary Public and
Registered Professional Reporter

[Faint notary seal]

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