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PUBLIC SERVICE COMMISSION December 10, 2012

DARRELL NITSCHKE
EXECUTIVE SECRETARY
PUBLIC SERVICE COMMISSION
600 EAST BOULEVARD, DEPT 408
BISMARCK ND 58505-0480

Re: North Dakota Manufactured Housing Association v. Montana Dakota Utilities Co.,

Dear Mr. Nitschke:

Enclosed for filing is an original, an extra copy for the Respondent and seven additional copies of the Complaint and Motion for Emergency Hearing on Formal Complaint. I am also enclosing an Affidavit of Service.

If you have any questions or require anything additional, please feel free to contact me.

Sincerely,


Todd D. Kranda

TK:lh

Encs

c: North Dakota Manufactured Housing Association
Attorney Dan Kuntz, MDU



1 PU-12-807 Filed: 12/10/2012 Pages: 8
Complaint, Motion for Emergency Hearing on
Formal Complaint

North Dakota Manufactured Housing Association

Todd Kranda, KelschKelschRuff&Kranda

BEFORE
THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

North Dakota Manufactured Housing
Asscoiation,

Complainant,

vs.

Montana Dakota Utilities Co.,

Respondent.

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Case No. PU-_____

COMPLAINT

Complainant, North Dakota Manufactured Housing Association, (NDMHA), by its attorneys, and pursuant to Section 69-02-02-02 of the Commission's rules, alleges as follows:

1. NDMHA is a North Dakota corporation which operates as a state trade association representing all segments of the manufactured housing industry, including manufactured home builders; suppliers; retailers; community developers, owners, and managers; insurers and financial services companies. The corporation also operated numerous land-lease communities across the state.
2. Respondent, Montana Dakota Utilities Co. (MDU) one of the main utility companies in the state and the main service provider to the NDMHA land-lease communities in North Dakota.
3. MDU has altered its policy and practices regarding notice before a property's gas or electrical services are to be turned off due to the customer's failure to pay for said services. Previously, MDU has inform the lessor and the owner or landlord prior to turning off said services for a customer who is a lessee tenant, allowing the lessor and the owner or landlord to either resolve the matter or protect the property before services are turned off. Currently, MDU is proposing to only provide notice to the customer lessee tenant prior to turning off the service.
4. NDMHA is filing this complaint against MDU's proposed and current policy and practice

of only providing advance notice to the actual customer lessee tenant prior to turning of the services for the property and requests that the Commission order its Staff to further investigate the practice, and schedule a hearing on the issue as soon as possible.

5. Currently, Rules 69-09-02-05.1 and 69-09-01-18.1 of the Commission's rules require that a customer be notified in writing at least ten (10) days in advance of the day the utility plans to disconnect the service.

6. Rules 69-06-03-05.1 (9) and 69-09-01-18.1 (9) of the Commission's rules requires that the utility must notify the tenants of a delinquent bill at least ten (10) days before disconnecting service even when the actual customer is the landlord.

7. The aforementioned rules also mandate that the utility must give the tenant, who is not the "customer", the option to "apply to become the customer of the utility in the tenant's own name, to have the service to the rental facility continued or resumed, and to pay the pro rata share of future bills."

8. NDMHA has expended resources to establish the necessary service lines on their property to the sites of their lessees' homes. The fact that MDU can turn off the services without the lessor or landlord being made aware, has the potential to cause additional costs to the tenants because of re-connection charges and cause considerable damage to the existing lines and neighbors property through freezing and bursting pipes. This not only affects NDMHA's investment in their properties, but, more importantly, it has the potential to affect the tenants negatively as well as other neighbors and lessees' property and access to MDU's services that are being paid for by other individuals.

9. More specifically, a frozen pipe, or a burst pipe, that was the result of one lessee's services being discontinued, has the potential to affect the services supplied to the other

neighbors and lessees on or near the subject premises. Additionally, a burst pipe can cause water damage to the surrounding properties and infrastructure.

10. MDU has a current policy recently in place titled a Continuous Service Agreement in which a third party assumes the responsibility as the "Financially Responsible Party" and agrees to be responsible for all utility bills not paid by the tenant. The issue with the Continuous Service Agreement is that the utility is not providing advance notice of delinquent bills or of their intent to discontinue services to the "Financially Responsible Party." Without the advance notice, the lessor or landlord is unable to step in and help the lessee customer before the problem gets too big and then there is a significant and costly re-connection charge required by the utility for services by the lessee tenant and customer.

11. NDMHA is requesting that MDU, merely provide the lessor landlord and owner with advance notice, either the same ten (10) days as provided for the tenant, or at least not less than seventy-two (72) hours notice, so they can step in and help the lessee tenant and customer continue to receive the services that MDU provides to its customers.

12. There are other non-regulated utility service providers in North Dakota that follow the practice of informing in advance a lessor landlord or owner of an imminent termination of services to a lessee tenant and customer similar to what was being followed and provided previously by MDU before this recent policy change.

13. MDU has a defined service territory and the customers within that territory have no real choice nor option for obtaining services and therefor are limited with any opportunity for change unless the Public Service Commission assists and requires MDU to provide the customers and those impacted with reasonable protections.

14. MDU claims that there are confidential privacy concerns but those concerns can be

waived and the customers can authorize notification to a third party such as the lessor landlords or owners but even then MDU still is refusing to work out an arrangement to provide any advance notice. MDU's rates charged should even be lowed because they eliminated the prior notice and nothing has been doen to lower them as a result.

15. This advance notice with a proper waiver would not be overly burdensome to MDU because they can use their current electronic notification system to inform the lessor landlords and owners and simply need to add an option to send electronic notice to the lessee as well as the lessor landlord or owner if a proper waiver from the customer and lessee is obtained and provided to MDU.

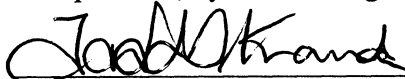
NOW WHEREFORE, NDMHA prays for the following relief:

1. That MDU, the utility company described herein, be required to provide the lessors and landlord with advance notice of their intent to disconnect their services to a customer lessee if a waiver is obtained and provided from the customer lessee .
2. That the advance notice be up to ten (10) days which is the same notification as is provided presently to the customer lessee or at least forty-eight (48) hours prior to the utility disconnecting the service.

Dated this 10th day of December, 2012.

Respectfully submitted,

North Dakota Manufactured Housing Association,
Complainant, by its undersigned attorneys.



TODD D. KRANDA, State Bar ID No. 04512
THOMAS D. KELSCH, State Bar ID No. 03918
ALEXANDER KELSCH, State Bar ID No. 07231
KELSCH, KELSCH, RUFF & KRANDA
Attorneys for the Complainant
103 Collins Avenue, P.O. Box 1266
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(701) 663-9818

BEFORE
THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

North Dakota Manufactured Housing
Asscoiation,

Complainant,

vs.

Montana Dakota Utilities Co.,

Respondent.

Case No. PU- _____

**MOTION FOR EMERGENCY HEARING
ON FORMAL COMPLAINT**

Complainant, North Dakota Manufactured Housing Association, (NDMHA), by its attorneys, and pursuant to Section 69-02-02-02 of the Commission's rules and Section 28-32-32 of the North Dakota Century Code, moves this Commission to schedule an emergency hearing on Complainant's Formal Complaint filed herewith.

In furtherance of this request, the following representations are made:

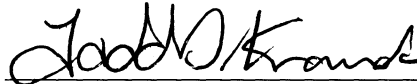
1. The cold freezing temperatures and harsh weather of North Dakota winters makes this issue regarding advance notification before termination of gas or electric service and the resulting finding by the Commission about the request to have a regulated utility provide such reasonable advance notification to not only its customer lessee but also the lessor landlord before service is terminated and disconnected all the more pressing.
2. The result of customers lessee's losing heat and electricity due to a utility disconnecting service in the winter months could prove deadly and cause significant harm and damage to the customer lessee as well as the lessor landlord and neighbors of the property.
3. The risk of freezing and potential breaks to nearby pipes and flooding of the home of the customer lessee and the surrounding resident neighbors is drastically increased during the winter months.

4. A ruling on the Complaint filed herewith is necessary to prevent or avoid imminent peril to the public health, safety, or welfare.

Dated this 10th-day of December, 2012.

Respectfully submitted,

North Dakota Manufactured Housing Association,
Complainant, by its undersigned attorneys.



TODD D. KRANDA, State Bar ID No. 04512
THOMAS D. KELSCH, State Bar ID No. 03918
ALEXANDER KELSCH, State Bar ID No. 07231
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BEFORE
THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

North Dakota Manufactured Housing
Assoiation,)
)
Complainant,)
)
vs.)
)
Montana Dakota Utilities Co.,)
)
Respondent.)

Case No. PU-_____

AFFIDAVIT OF SERVICE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)


LORI HANSON, being first duly sworn, on oath, deposes and says: That she is a citizen of the United States, over the age of eighteen and not a party to the above-entitled action.

That on the 10 day of December, 2012, this affiant deposited in the United States Post Office at Mandan, North Dakota, a true and correct copy of the following document(s) in the above captioned action:

Complaint
Motion for Emergency Hearing on Formal Complaint

That a copy of the above document(s) was securely enclosed in an envelope with postage duly prepaid, and addressed as follows:

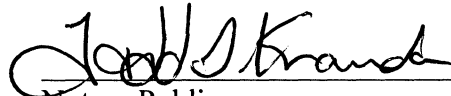
DAN KUNTZ
ATTORNEY AT LAW
MDU RESOURCES GROUP INC
PO BOX 5650
BISMARCK ND 58502-5650



LORI HANSON

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

The foregoing instrument was acknowledged before me this 10 day of December, 2012, by LORI HANSON.



Notary Public

