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**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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**North Dakota Manufactured Housing Association
vs. Montana-Dakota Utilities Co.
Answer**

Case No. PU-12-807

Respondent, Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc. (“Montana-Dakota”), for its answer to the complaint of the North Dakota Manufactured Housing Association (“NDMHA”), and pursuant to N.D. Admin.C. Section 69-02-02-03, states and alleges as follows:

1. Montana-Dakota is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 1 of the Complaint and therefore denies the same and puts NDMHA to its proof thereon.

2. Montana-Dakota admits it is a public utility engaged in the distribution of natural gas and electricity in the State of North Dakota. Montana-Dakota admits it provides natural gas and electric service to communities of manufactured housing, but denies that NDMHA is a customer of Montana-Dakota.

3. Answering paragraph 3 of the Complaint, Montana-Dakota states that effective September 9, 2012, it made available to owners and managers of rental properties (“Landlords”) a Continuous Service Agreement (“Agreement”) intended to protect rental properties from damage as a result of discontinuance of utility service. This Agreement assures continuous utility service to rental properties during periods in which a tenant has not arranged for or has failed to maintain utility services. A form of the Agreement is attached hereto as Attachment A. Montana-Dakota admits that it has agreed to provide the Landlord with notice of the transfer of the account to the Landlord if the

Landlord elects to have the account transferred to it in the event of discontinuance of utility service to the tenant customer. Montana-Dakota will provide notice to the tenant customer prior to the discontinuance of service in the tenant's account in accordance with the Commission's disconnection rules. Montana-Dakota admits that previously, in certain of the communities in which it provides utility service, it provided notice to Landlords prior to discontinuance of service to a customer tenant. This practice was not uniform throughout the service areas in North Dakota.

4. Paragraph 4 of the Complaint is a request for an investigation and hearing to which no responsive pleading is required. If a responsive pleading is required, Montana-Dakota denies the averments contained in paragraph 4.

5. Paragraphs 5, 6, and 7 of the Complaint state legal conclusions to which no responsive pleading is required. To the extent the administrative rules cited in paragraphs 5, 6, and 7 govern the discontinuance of utility service in North Dakota, Montana-Dakota states it is in compliance with the rules.

6. Answering paragraph 8 of the Complaint, Montana-Dakota is without knowledge or information sufficient to form a belief as to the truth of the allegation that NDMHA expended resources to establish service lines, and therefore Montana-Dakota denies the same and puts the Complainant to its proof thereon. Montana-Dakota states that the potential damage from frozen pipes can be avoided by the Landlord entering into the Agreement. Montana-Dakota denies the remaining allegations of paragraph 8.

7. Answering paragraph 9 of the Complaint, Montana-Dakota states that the potential damage from frozen pipes can be avoided by the Landlord entering into the Agreement. Montana-Dakota denies the remaining allegations of paragraph 9 of the Complaint.

8. Answering paragraph 10 of the Complaint, Montana-Dakota admits it has offered to

enter into the Agreement with Landlords. The terms of the Agreement speak for themselves. Montana-Dakota denies the allegations in paragraph 10 to the extent they mischaracterize the terms of the Agreement. Unless the Landlord has placed utility services in its name, Montana-Dakota does not have a legal or contractual relationship with the Landlord prior to discontinuance of utility services to a tenant of property owned or managed by the Landlord. Providing notice to a Landlord of potential utility service discontinuance to a tenant customer could violate the tenant customer's rights of privacy. Montana-Dakota provides customers with information and methods to assist them in the payment of their utility bills.

9. Paragraph 11 of the Complaint is a request for relief to which no responsive pleading is required. If a responsive pleading is required, Montana-Dakota denies the averments contained in paragraph 11.

10. Montana-Dakota is without knowledge or information sufficient to form a belief as to the truth of paragraph 12 of the Complaint, and therefore denies the same and puts NDMHA to its proof thereon.

11. Answering paragraph 13 of the Complaint, Montana-Dakota admits it provides utility service within areas authorized by statute, franchise or certificate of public convenience and necessity. Montana-Dakota denies the remaining averments of paragraph 13 of the Complaint and states its tenant customers have not requested Montana-Dakota to provide the relief sought by NDMHA.

12. Answering paragraph 14 of the Complaint, Montana-Dakota admits there are customer privacy concerns associated with providing advance notice to Landlords of discontinuance of utility service to tenants of rental properties. Montana-Dakota denies the remaining averments of paragraph 14 of the Complaint.

13. Montana-Dakota denies paragraph 15 of the Complaint.
14. The Complaint does not comply with the requirements of N.D.C.C. § 28-32-21(1) because it fails to include reference to a statute or rule alleged to be violated.
15. The Complaint fails to comply with the requirements of N.D.C.C. § 49-05-01 and N.D. Admin C. § 60-02-02-02 by failing to state any act or omission that violates any statute or any rule or order of the Commission.
16. The Complaint fails to state a claim upon which relief can be granted.
17. Montana-Dakota states that the NDMHA is not a customer of Montana-Dakota with respect to the relevant properties, and therefore the Commission does not have jurisdiction to require Montana-Dakota to implement the requested procedure.

Therefore, Montana-Dakota requests the North Dakota Public Service Commission dismiss the Complaint of NDMHA.

Dated this 20th day of December, 2012

Respectfully submitted,

Montana-Dakota Utilities Co.,
a Division of MDU Resources Group, Inc.

By: 

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CERTIFICATE OF SERVICE

North Dakota Manufactured Housing)
Association vs. Montana-Dakota) Case No. PU-12-807
Utilities Co.)
Answer)

Sara J. Graf certifies that on the 24th day of December, 2012 she mailed an original and two copies of Montana-Dakota Utilities Co.'s Answer to the complaint of the North Dakota Manufactured Housing Association for filing with the North Dakota Public Service Commission and served a true and correct copy of the same by placing it in the United States mail with postage prepaid, addressed to the following individuals:

Illona A. Jeffcoat-Sacco, Esq.
General Counsel
North Dakota Public Service Commission
600 East Boulevard Avenue
Bismarck, ND 58501

Todd Kranda
Kelsch Kelsch Ruff & Kranda
PO Box 1266
Mandan ND 58554-7266

Sara J. Graf

Sara J. Graf

Subscribed and sworn to before me this 24th day of December, 2012.

Brooke Steffes

Brooke Steffes, Notary Public
Burleigh County, North Dakota
My Commission Expires: 09/27/2017

