



400 North Fourth Street
Bismarck, ND 58501
(701) 222-7900

August 15, 2013

Ms. Kate Whitney, Administrator
Utility Division
Montana Public Service Commission
1701 Prospect Avenue
Helena, MT 59620

Re: General Gas Rate Application
Docket No. D2012.9.100

Dear Ms. Whitney:

Montana-Dakota Utilities Co. (Montana-Dakota), a Division of MDU Resources Group, Inc. herewith submits the original and ten (10) copies of its Late Filed Exhibit Nos. 1-2 requested during the hearing on August 5-6, 2013.

Please acknowledge receipt by stamping or initialing the duplicate copy of this letter attached hereto and returning the same in the enclosed self-addressed stamped envelope.

Sincerely,

A handwritten signature in red ink that reads 'Rita A. Mulkern'.

Rita A. Mulkern
Director of Regulatory Affairs

Attachments

cc: Service List

Montana-Dakota Utilities Co.
Docket No. D2012.9.100
Service List

Ms. Kate Whitney, Administrator
Utility Division
Montana Public Service Commission
1701 Prospect Avenue
PO Box 202601
Helena, MT 59620-2601
kwhitney@mt.gov

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**Montana-Dakota Utilities Co.
Docket No. D2012.9.100
Late Filed Exhibits**

- 1. Please explain why overtime pay is included in the exempt employee category in date request Response No. PSC-113, Attachment A.**

Response:

Please see Attachment A for the revised response to PSC-113 which provides Montana-Dakota employee compensation. Montana-Dakota inadvertently included Great Plains Natural Gas Co. employee compensation in its original response to PSC-113.

The overtime compensation recorded in the exempt category reflects individuals who moved from a non-exempt position to an exempt position during the year and also includes Electric System Dispatchers, who are exempt employees but are eligible for overtime pay.

Year: 2011		Actual (Unadjusted) Paid Cash Compensation			
Category	Total Company FTE	Base Wages or Salaries	Overtime	Incentive or Bonus	Total
Officers	6	1,343,994.10	-	870,138.59	2,214,132.69
Exempt	267	24,316,282.95	267,055.04*	3,045,713.46	27,361,996.41
Nonexempt	316	9,307,393.10	282,624.73	637,446.45	10,227,464.28
Union	355	23,975,675.81	4,783,295.22	1,833,197.52	30,592,168.55
Total	944	58,943,345.96	5,065,919.95	6,386,496.02	70,395,761.93

Year: 2010		Actual (Unadjusted) Paid Cash Compensation			
Category	Total Company FTE	Base Wages or Salaries	Overtime	Incentive or Bonus	Total
Officers	6	1,343,852.82	-	855,659.21	2,199,512.03
Exempt	308	24,102,937.35	253,285.65*	2,750,683.90	26,853,621.25
Nonexempt	231	8,342,012.45	311,196.96	617,484.88	9,270,694.29
Union	347	23,500,670.38	4,108,589.53	1,892,847.50	29,502,107.41
Total	892	57,289,473.00	4,419,786.49	6,116,675.49	67,825,934.98

Year: 2009		Actual (Unadjusted) Paid Cash Compensation			
Category	Total Company FTE	Base Wages or Salaries	Overtime	Incentive or Bonus	Total
Officers	6	1,498,986.49	-	810,451.39	2,309,437.88
Exempt	292	21,899,972.34	141,804.49*	2,800,587.28	24,700,559.62
Nonexempt	198	6,304,310.02	212,626.79	963,464.04	7,480,400.85
Union	357	25,255,811.18	3,681,056.43	1,736,074.77	30,672,942.38
Total	853	54,959,080.03	3,893,683.22	6,310,577.48	65,163,340.73

Year: 2008		Actual (Unadjusted) Paid Cash Compensation			
Category	Total Company FTE	Base Wages or Salaries	Overtime	Incentive or Bonus	Total
Officers	7	1,584,358.73	-	1,201,436.92	2,785,795.65
Exempt	292	21,532,479.00	171,189.01*	2,590,532.45	24,123,011.45
Nonexempt	167	6,445,343.66	200,412.13	657,506.29	7,303,262.08
Union	417	25,411,840.86	4,173,908.47	1,918,511.40	31,504,260.73
Total	883	54,974,022.25	4,374,320.60	6,367,987.06	65,716,329.91

*This includes individuals who moved from a non-exempt to an exempt position during the year.

This also includes Electric System Dispatchers, who are exempt, but paid overtime rather than comp time.

**Montana-Dakota Utilities Co.
Docket No. D2012.9.100
Late Filed Exhibits**

2. Please provide the current version of the Continuous Service Agreement.

Response:

Please see Attachment A for the current version of the Continuous Service Agreement applicable in Montana.



CONTINUOUS SERVICE AGREEMENT

Scan and return via
 - Email: customerservice@mdu.com
 - Fax: 1-701-323-3104, or
 - Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

1. **RECITATION.** The Undersigned (hereinafter referred to as "Customer") is the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinafter referred to as "Properties") which may be occupied by others (hereinafter referred to as "Tenants") from time to time. **Montana-Dakota Utilities Co.** (hereinafter referred to as the "Utility") provides Natural Gas and/or Electric services (hereinafter referred to as "Energy Services") to the location of the Properties in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Properties are located. The Agreement is intended to assure continuous Energy Services to the Properties during periods in which a Tenant has not arranged for or has failed to maintain energy services.
2. **TERM.** This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") that it is processed by the Utility. For electronic communication purposes, the Customer must provide an active email address prior to processing. Utility will provide email notification that the Agreement has been processed. This Agreement will continue in effect until cancelled by either party upon five (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement must have energy services activated prior to or on the Effective Date. Termination of this Agreement does not relieve the Customer from its obligation to pay for any Energy Service charges incurred under this Agreement prior to the effective date of termination. In the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A, the Customer will not be eligible to enter another Continuous Service Agreement for a period of 12 months with respect to those Properties that were cancelled. Failure on the part of the Customer to pay their bills promptly when due shall constitute sufficient grounds for termination of this Agreement by the Utility.
3. **RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Properties specified by the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the properties. The Customer assumes liability for Energy Service charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Properties.
 The Utility reserves the right to deny service or disconnect Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Service, or Energy Services to the Tenant have been disconnected, the Customer may request that the Energy Services to the applicable Property be disconnected without affecting this Agreement. A disconnection of Energy Services to the Properties at the request of the Customer for any other reason will terminate the Agreement.
 In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information showing the Utility's records are incorrect in which event the presumption shall no longer apply.
4. **DISCONNECTION.** In addition to the above terms of service, if a Tenant account at such a Property is discontinued for **Nonpayment of Services**, I DO I DO NOT request the Utility to continue Energy Services at the Property and bill me for such Energy Services until a new Tenant account is opened or I request termination of the Agreement with respect to the Property. These instructions will apply even if the Tenant remains in the Property.
5. **CHANGES AND DELETIONS.** The Customer agrees to provide **PRIOR WRITTEN NOTICE** to the Utility of any changes in telephone number, mailing address, email address or additions and deletions to Exhibit A, Service Property Locations.
 By signing this Agreement as the Customer, it is understood that the Customer is authorized to start or stop Energy Services, make additions or deletions to this Agreement and to enter into this Agreement. Other persons authorized to act on behalf of the Customer under this Agreement are shown on Exhibit B which may be amended by Customer upon receipt of written notice by the Utility.
6. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating to continuation of Energy Services to any of Customer's properties prior to the effective date of this Agreement. The Utility has no further responsibility or liability to the Customer, expressed or implied, for continuation of Energy Services to Customer's properties except as set forth herein.
7. **SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION

(* An asterisk indicates that the information is required for processing.)

Please Print

E-mail Address: _____ <small>(Enter an active e-mail address for electronic communication purposes.)</small>	Social Security Number: _____
Spouse/Partner Name: _____	Business Tax ID Number: _____
*Billing Address: _____	*Emergency Contact Name: _____
*City: _____ *State: _____ *Zip: _____	*Address: _____
*Primary Contact Phone: (____) _____ - _____	*City: _____ *State: _____ *Zip: _____
Cell Phone: (____) _____ - _____	*Emergency Phone Number: (____) _____ - _____
Fax Number: (____) _____ - _____	Employer Name: _____
	Work Phone: (____) _____ - _____

MDU Account Holder Name¹: _____

Signature _____ Date: _____

¹Name that will appear on the bill—financially responsible person or entity.

FOR OFFICE USE ONLY

CSA ID# _____	Processed by: _____	Date: _____
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EXHIBIT A SERVICE LOCATIONS

Scan and return via

- Email: customerservice@mdu.com

- Fax: 1-701-323-3104, or

- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

IDENTIFICATION NUMBER (OFFICE USE ONLY)	COMPLETE STREET ADDRESS	APT. NO.	CITY, STATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

MDU Account Holder Name¹: _____

Signature _____

Date: _____

¹Name that will appear on the bill--financially responsible person or entity.

FOR OFFICE USE ONLY

CSA ID#

Processed by:

Date:



EXHIBIT B CONTINUOUS SERVICE AGREEMENT AUTHORIZATION

Scan and return via:

- **E-mail:** customerservice@mdu.com
- **Fax:** 1-701-323-3104 or
- **Mail:** Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

The Undersigned authorizes the agent designated below to act as personal representative, on their behalf, with regard to a Continuous Service Agreement entered into between the Customer and the Utility.

The Undersigned authorizes the persons or entities identified below: (1) To be party to information regarding the Agreement and account information pertaining to real properties described on Exhibit A, Properties. (2) To provide PRIOR WRITTEN NOTICE to the Utility of any changes to telephone number, mailing address, e-mail address or additions and deletions to Exhibit A. (3) To start and stop Energy Services for real properties described on Exhibit A.

(* An asterisk indicates that the information is required for processing.)

*Name of Authorized Property Management Company <i>(Complete if applicable):</i>			
*Name of Authorized Person(s):			
*Social Security Number:		*Business Tax ID Number:	
*Address:			
*City:	*State:	*Zip:	
*Primary Contact Phone:	Cell Phone:	Fax Number:	E-mail Address:

I hereby affirm that I am the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible) for the real properties described on Exhibit A and authorize the aforementioned person or entities to act on my behalf regarding all aspects of the Continuous Service Agreement.

Customer Printed Name: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY		
CSA ID #: _____	Processed By: _____	Date: _____