

NG97-009

KC/LH

NG97-009

DOCKET NO.

cc - Common Analyst

In the Matter of

IN THE MATTER OF THE COMPLAINT
FILED BY BRUCE ITTERMAN,
HARRISBURG, SD, AGAINST
MIDAMERICAN ENERGY COMPANY
REGARDING A GAS BILL

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

6/16/97 Received
6/17/97 Picked up;
7/29/97 Order for entry of Substantive Cause and Notice Requiring Answer;
8/18/97 Answer;
8/28/97 Answered Answer;
9/18/97 Order for and Notice of Hearing;
10/23/97 Transcript of Hearing held on 9/29/97;
12/1/97 Final Order and Decision, Notice of Entry of Final Order;
12/1/97 Docket Closed

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)
BY BRUCE ITTERMAN, HARRISBURG, SD,)
AGAINST MIDAMERICAN ENERGY COMPANY)
REGARDING A GAS BILL)

ORDER FINDING
PROBABLE CAUSE AND
NOTICE REQUIRING
ANSWER
NG97-009

On June 16, 1997, the Public Utilities Commission (Commission) received a complaint filed by Bruce Itterman, (Complainant), Harrisburg, SD, against MidAmerican Energy Company (MidAmerican). The complaint concerns billings for natural gas service incurred during the period November 1996 to January 1997, for rental property owned by Complainant located in Sioux Falls, SD. The complainant stated when he received a gas bill for the rental property he called MidAmerican and requested the bill to be put in the tenant's name or in the alternative have the gas turned off. Both requests were denied by MidAmerican. Complainant feels he is not responsible for the gas bill for the rental property because the lease agreement signed by the tenant stated that the tenant is responsible for paying for gas service. Further, Complainant asks that MidAmerican honor leases because they are legally binding contracts.

Pursuant to ARSD 20 10 01 08 01 and 20 10 01 09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On July 15, 1997, at its duly noticed meeting, the Commission reviewed the complaint.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A-2, 49-34A-4, and ARSD 20 10 01 08 01 and 20 10 01 09. The Commission voted unanimously to find probable cause. It is therefore

ORDERED, that pursuant to ARSD 20 10 01 08 01 and 20 10 01 09, the Commission finds that there is probable cause of an unlawful or unreasonable act, rate, practice, or omission and that the complaint shall be forwarded to MidAmerican and MidAmerican shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 29th day of July, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Date

7/29/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG
JAMES A. BURG, Chairman

PAM NELSON
PAM NELSON, Commissioner

LASKA SCHOENFELDER
LASKA SCHOENFELDER, Commissioner

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED	) ORDER FOR AND NOTICE
BY BRUCE ITTERMAN, HARRISBURG, SD,	) OF HEARING
AGAINST MIDAMERICAN ENERGY COMPANY	)
REGARDING A GAS BILL	) NG97-009

On June 16, 1997, the Public Utilities Commission (Commission) received a complaint filed by Bruce Itterman, (Complainant), Harrisburg, SD, against MidAmerican Energy Company (MidAmerican). The complaint concerns billings for natural gas service incurred during the period November 1996 to January 1997, for rental property owned by Complainant located in Sioux Falls, SD. The complainant stated when he received a gas bill for the rental property he called MidAmerican and requested the bill to be put in the tenant's name or in the alternative have the gas turned off. Both requests were denied by MidAmerican. Complainant feels he is not responsible for the gas bill for the rental property because the lease agreement signed by the tenant stated that the tenant is responsible for paying for gas service. Further, Complainant asks that MidAmerican honor leases because they are legally binding contracts.

At its regularly scheduled July 15, 1997, meeting, the Commission found probable cause of an unlawful or unreasonable act, rate, practice or omission and served the complaint on MidAmerican. MidAmerican filed its response on August 18, 1997.

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-34A, and ARSD 20 10 01 15.

The issue at the hearing is whether Mr. Itterman should be held responsible for the gas bill for rental property owned by him during the period November 1996 to January 1997.

A hearing shall be held from 1:00 to 3:00 p.m., on Monday, September 29, 1997, at the Days Inn Empire, located at 3401 Gateway Boulevard, Sioux Falls, South Dakota. It shall be an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to be present and to be represented by an attorney. These rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearings, the Final Decision will be based solely on the testimony and evidence provided, if any, during the hearings or a Final Decision may be issued by default pursuant to SDCL 1-26-20. After the hearing the Commission will consider all evidence and testimony that was presented at the hearing. The Commission will then enter Findings of Fact, Conclusions of Law, and a Final Decision regarding this matter. The Commission's decision may be appealed by the parties to the state Circuit Court and the state Supreme Court as provided by law. It is therefore

ORDERED that a hearing shall be held at the time and place specified above on the issue of whether Mr. Itterman should be held responsible for the gas bill for rental property owned by him during the period November 1996 to January 1997.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 18th day of September, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Dellaine Hicks

Date: 9/18/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION
Commissioners Burg, Nelson and
Schoenfelder

William F. Bullard, Jr.
WILLIAM BULLARD, JR.
Executive Director

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

OCT 23 1997

IN THE MATTER OF THE COMPLAINT FILED)
BY BRUCE ITTERMAN, HARRISBURG, SD,)
AGAINST MIDAMERICAN ENERGY COMPANY)
REGARDING A GAS BILL)

NG97-009 SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ORIGINAL

Commission Counsel: Rolayne Wiest

Commissioners: Jim Burg, Chairman
Pam Nelson
Laska Schoenfelder

Commission Analyst: Dave Jacobson

Bruce Itterman appearing pro se.

Staff Attorney: Camron Hoseck, Esquire
State Capitol
Pierre, SD 57501-5070

MidAmerican Energy: Karen Huizenga, Esquire
One RiverCenter Place
106 East Second Street
Davenport, Iowa 52801

Kristi Geisler Holm, Esquire
513 S. Main Avenue
Sioux Falls, South Dakota 57102

The above-entitled matter came on for hearing on
September 29, 1997, commencing at the hour of 1:00 p.m.,
at the Days Inn Empire, 3401 Gateway Boulevard, Sioux
Falls, South Dakota, before Angela Weller, RPR, and Notary
Public in and for the State of South Dakota.

Advanced Reporting
P. O. Box 510
Sioux Falls, South Dakota 57101
(605) 332-9050

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Advanced Reporting

P. O. Box 510

Sioux Falls, South Dakota 57101

(605) 332-9050

(Exhibit Nos. 1-3 were mark'd for identification.)

MR. BURG: We will begin the hearing now. I'll begin the hearing for file NG97-009 in a complaint filed by Bruce Itterman, Harrisburg, South Dakota against MidAmerican Energy Company regarding a gas bill.

The time is approximately 10 a.m. The date is September 29, 1997, and the location of the hearing is Days Inn Empire, 3401 Gateway Boulevard, Sioux Falls, South Dakota. I'm Jim Burg, commission chairman. Laska Schoenfelder and Pam Nelson are also present. I'm presiding over this hearing.

The hearing was noticed pursuant to commission order for notice and notice of hearing issued September 15, 1997. The issue at this hearing is whether Mr. Itterman should be held responsible for the gas bill for rental properties owned by him during the period November 1996 to January 1997.

All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to cross-examination by the parties. The Commission's final decision may be appealed by the parties to the state circuit court and state supreme court.

Rolayne Wiest will act as commission counsel. She will provide recommended rulings on procedural and

1 evidentiary matters. The commission may also overrule its
2 counsel's preliminary rulings throughout the hearing. If
3 not overruled, the preliminary rulings will become final.

4 At this time I will take appearances of the
5 parties. Is Mr. Itterman here?

6 MR. ITTERMAN: Yes.

7 MR. BURG: Excuse me. Let's make that correction. 1:00
8 p.m. is the time. Thank you. Mr. Itterman is here.
9 MidAmerican Energy?

10 MS. HUIZENGA: Karen Huizenga appearing on behalf of
11 MidAmerican Energy Company.

12 MS. HOLM: Kristi Holm with the Davenport law firm also
13 appearing on behalf of MidAmerican Energy Company.

14 MR. BURG: Staff?

15 MR. HOSECK: Camron Hoseck on behalf of the staff.

16 MR. BURG: I'll turn it over to Rolayne.

17 MS. WIEST: Did any of the parties want to make any
18 opening statements? Mr. Itterman, this would be in
19 addition to any statements you make on the record.

20 MR. ITTERMAN: Being unfamiliar with the procedure and
21 everything here, I would just make, I guess, a couple of
22 statements in that I just received some information from
23 them, and I don't know what this entails or what this is,
24 just some of their records and things.

25 And also I brought with just a couple sheets from

1 the daily journal that I keep.

2 MS. WIEST: Okay.

3 MR. ITTERMAN: To submit. That's all I would have to
4 say.

5 MS. WIEST: MidAmerican?

6 MS. HUIZENGA: No statement at this time.

7 MS. WIEST: Staff?

8 MR. HOSECK: None.

9 MS. WIEST: We'll begin with you, Mr. Itterman, if you
10 would like to come forward and be sworn in and give your
11 statements about the case.

12 BRUCE ITTERMAN,

13 being first duly sworn, was examined and
14 testified as follows:

15 MR. ITTERMAN: The -- I guess the dispute is pretty much
16 as I stated in the information that I had written, that in
17 November I received a bill from MidAmerican Energy billing
18 me for the November period. There should also have been a
19 final bill, I guess, for October.

20 In the -- in November then I called them and told
21 them that this was to be in the tenant's name, not to be
22 my name, and should have as such. I had the tenant's
23 application which has the tenant's Social Security number,
24 place of employment, all of the pertinent information that
25 they typically require. All other utility companies, as I

1 said before, in the Sioux Falls area does work with the
2 landlord in this matter.

3 On the phone then they said, well, that the tenant
4 had not put -- had not called in and put it in their
5 name. And I said, Well, then let's shut it off. They
6 said, No, you really don't want to do that with winter
7 coming, with this and that. Let's give the tenant another
8 chance. Let's do that. I said, Well, I would like to
9 shut it off. They said, Well, can't you give the tenant
10 another chance? I said, Okay. Yes.

11 I agreed to contact the tenant. I contacted the
12 tenant. The tenant said that, yes, they would call, that
13 they had called but evidently there must have been some
14 problem. So I left it at that.

15 And then December I received another bill. And at
16 that point in time I called MidAmerican Energy again, told
17 them to turn the gas off. At that point in time, they
18 told me that, no, they could not do that because there was
19 somebody living in the premises, and it was cold.

20 I also asked to speak with a supervisor. I never
21 did speak with one. As I said, I left voice messages. I
22 had called and got voice messages. I talked to a Vivian
23 on 11-26 and -- or no, maybe Vivian called me on 11/26.
24 And on 11/27 I also talked to Vivian in regard to this
25 matter.

1 I have my notes. I talked on two properties. One
2 was on 705 South Grange. That's with the owner Bates.
3 And then also on the 625 West 20th, and that's in my
4 notes.

5 Then also on December 21st I just have a note in my
6 notes that I called MidAmerican Energy, but I don't have
7 any information down as to who I talked to or that.

8 In January I talked to the Sioux Falls office and
9 discussed it. They were quite congenial and said that
10 they really couldn't do anything. It had to come from the
11 Des Moines or the Iowa office and so that they were just
12 really talking to me but they could make no decision.

13 And in December had -- or rather in January -- I
14 mean November I believe it was I told them I didn't
15 believe I was responsible for the bill. I wasn't going to
16 pay it, and that's why I wanted to talk to a supervisor
17 but had not -- did not have that occur.

18 MS. WIEST: Anything else?

19 MR. ITTERMAN: Then simply filed with the PUC after that
20 because they said no, I was supposed to pay, and there
21 would be no resolution and said that was the course of
22 action I needed to take. That's what I've done.

23 MS. WIEST: Okay. Anything else?

24 MR. ITTERMAN: No.

25 MS. WIEST: Do you have any questions, MidAmerican?

1 MS. HUIZENGA: Yes, I do.

2 MS. WIEST: Go ahead.

3 EXAMINATION

4 BY MS. HUIZENGA:

5 Q. Mr. Itterman, I see by the date on this complaint, it
6 was prepared in June of this year; is this correct?

7 A. Yes.

8 Q. You stated the facts in your complaint to the best
9 that you recalled; is that correct?

10 A. Yes.

11 Q. This has to do with -- you initiated service
12 approximately the first of November 1996 for this address;
13 is that not correct?

14 A. No, that's not correct.

15 Q. Okay. What is correct?

16 A. That evidently there is a landlord letter that occurs,
17 and when the -- or when the past tenant moved out, that it
18 automatically goes into the name of the landlord, which I
19 wasn't aware of until later on. Now I guess I found that
20 out.

21 Q. That there was a landlord letter?

22 A. Yes, and that because of that it went into my name.

23 Q. Okay. When you first called -- now, you would have
24 received a bill nearly the end of November for that month
25 of service?

- 1 A. Right.
- 2 Q. After that is when you called the first time; is that
- 3 correct?
- 4 A. Yes.
- 5 Q. And your complaint was that you wanted the service
- 6 back billed to the first of November to your tenant?
- 7 A. Correct.
- 8 Q. And to continue from that date forward as well as back
- 9 billing to about the first of November?
- 10 A. Yes.
- 11 Q. Okay. You attached a blank form lease agreement to
- 12 your complaint. It's blank as far as the names that were
- 13 on it, right?
- 14 A. Yes, just to show that there is a lease because they
- 15 also said that they didn't honor leases. I said, well, in
- 16 the lease it clarifies that. I have the lease and
- 17 application of the tenant that was there at that time, if
- 18 you want that.
- 19 Q. But my question has to do with the caution that
- 20 appears right above the place for signatures on that
- 21 lease. It says, This is a legally -- binding legal
- 22 document. I'm sorry. Read carefully before signing. And
- 23 after that there are places for the resident to sign and
- 24 the owner or representative to sign; is that correct?
- 25 A. Yes.

1 Q. Is there a line there for MidAmerican to sign?

2 A. No.

3 Q. No. Is MidAmerican a party to that lease agreement to
4 your knowledge?

5 A. To my knowledge. I don't know what the legal aspect
6 is.

7 Q. That's fine.

8 A. I believe that they are.

9 Q. So in your complaint what you would ask is that as a
10 result of today's hearing the commission should issue an
11 order requiring MidAmerican to transfer service to
12 whomever you enter into a lease agreement with?

13 A. If I have a lease agreement, I would like them to
14 honor that. If I can provide the information, the
15 personal information that they typically require, then
16 yes. Other utility companies have done that. MidAmerican
17 used to, or maybe it wasn't MidAmerican. It changed a
18 number of times. The other companies would always agree
19 with that. And just recently MidAmerican is the only one
20 that does not now.

21 Q. Your position would be then no matter whether your
22 tenant has bad credit with MidAmerican, no matter whether
23 MidAmerican could refuse to extend service to that tenant
24 under the rules of the South Dakota Public Utilities
25 Commission, we should still give that person service as a

1 result of your entering into a lease with that person?

2 A. That is not what I'm saying.

3 Q. Then what are you saying?

4 A. What I'm saying is that if I have the information, I
5 have the names and everything, I should be able to
6 communicate that to the utility company. If they tell me
7 that this tenant will not be issued service because of who
8 they are, then I can respect that and honor that.

9 If it's simply because it doesn't matter who I have
10 or what information I give, I think there should be some
11 communication between the landlord and the utility
12 companies.

13 Q. You're asking us to give confidential credit
14 information about an individual to you?

15 A. No.

16 Q. Yes, you are.

17 A. No, I'm not. What I'm saying is you can say this
18 person does not qualify.

19 Q. But that would be confidential information, correct?

20 A. No.

21 Q. Okay. Your complaint with MidAmerican generally was
22 that we would not honor this binding contract. When you
23 asked that service be terminated in your name, you were
24 fully prepared to have the service turned off, physically
25 turned off; is that correct?

1 A. Yes.

2 Q. They did not -- they discussed it with you the first
3 time you called, and you agreed at that time to give the
4 tenant a little bit longer time to call in; is that
5 correct? Is that what you testified to?

6 A. Yes.

7 Q. So that to the extent MidAmerican could not back bill
8 or would not be required to back bill, at the very least
9 it would be your second call before there was any problems
10 with MidAmerican not doing what you told them to do in
11 your estimation?

12 A. No. In my estimation, on the first call I wanted it
13 turned off. They did not want to do that.

14 Q. But you agreed?

15 A. Yes. After -- yes, after talks, yes. After a five-
16 minute wait and also a dissertation of how MidAmerican did
17 not raise their rates, it's just a commodity charge, I was
18 all entailed in that.

19 MS. HUIZENGA: That's all.

20 MS. WIEST: Staff?

21 EXAMINATION

22 BY MR. HOSECK:

23 Q. Mr. Itterman, I'm Camron Hoseck. I'm one of the staff
24 attorneys here. I have a few questions on the details of
25 your situation. Did you have a new tenant at this address

1 at 625 West 20th?

2 A. As of November first, correct. Actually -- yes.

3 Q. And what kind of a facility is this? Is it a house,
4 an apartment?

5 A. It's a duplex.

6 Q. And your previous tenant had been there for some time
7 and then had left?

8 A. Yes.

9 Q. Do you recall in approximate terms when your previous
10 tenant would have terminated the lease relationship with
11 you?

12 A. July, August.

13 Q. So would it be fair to say that the facility was
14 vacant for maybe four, five months at the most?

15 A. I don't think that long, but, yes.

16 Q. Well, three or four, whatever the math would work out
17 to be?

18 A. Yes.

19 Q. Okay. Now, with regard to your previous tenant, did
20 that tenant obtain service from MidAmerican?

21 A. Yes.

22 Q. Did you have any communications with MidAmerican at
23 all when your previous tenant left? Did you tell them,
24 for instance, to turn the gas off or anything of that
25 nature?

0141.47.17

- 1 A. Not that I can recall.
- 2 Q. So if I'm understanding the situation correctly, when
- 3 your last tenant left --
- 4 A. Yes.
- 5 Q. -- the gas continued to flow into this residence?
- 6 A. Uh-huh (affirmative response).
- 7 Q. And that -- did you pay the bill then during that
- 8 period up to November 1?
- 9 A. Yes.
- 10 Q. Okay. What did you have in this house that would have
- 11 required gas?
- 12 A. A stove and a furnace and the hot water heater.
- 13 Q. Now, at some time you entered into a lease with your
- 14 new tenant so that your tenancy with that person started
- 15 on about November 1. Do you recall when that lease was
- 16 entered into?
- 17 A. 31st of October.
- 18 Q. And so this person, at least theoretically, moved in
- 19 or could have moved in the next day; is that correct?
- 20 A. Yes.
- 21 Q. And if we've got this service that's continuing,
- 22 did you talk to your tenant at all about the tenant's
- 23 responsibility with regard to utilities?
- 24 A. Yes.
- 25 Q. And do you recall if your tenant made any statements

1 to you about acknowledging this or realizing what the
2 responsibility was?

3 A. Yes.

4 Q. And what is your recollection of that?

5 A. That tenant had said -- Jancy had said that she had
6 called in. She didn't know why it wasn't in her name, and
7 she would call again to make sure.

8 Q. Do you know when she had called it in?

9 A. I don't believe she gave a specific date, but it would
10 have indicated beginning of November right away there.

11 Q. At some point in time, I believe your complaint says
12 that you had told MidAmerican to just turn off the gas?

13 A. Yes.

14 Q. Do you recall approximately when that might have been?

15 A. That would have been in November, the first time I
16 told them to turn it off. But then emphatically it was in
17 December I told them to turn it off, to -- I said no
18 tenant has no further opportunity in this case, in which,
19 of course, I had to go evict them. But in December.

20 Q. What are we talking about here in terms of dollars?
21 What's the amount in controversy?

22 A. I think it's 300 and some. I have a bill dated
23 1-29-97, the amount due of \$358.15.

24 MS. SCHOENFELDER: I didn't hear that.

25 MR. ITTERMAN: \$358.15.

- 1 MS. SCHOENFELDER: Okay.
- 2 Q. (BY MR. HOSECK) Mr. Itterman, I want to explore with
3 you a little bit this business of a landlord letter that
4 you talked about earlier.
- 5 A. Yes.
- 6 Q. Had you ever executed one of those letters and sent it
7 to MidAmerican?
- 8 A. I believe I did, and what I was told at the time was
9 just that they needed this for their files, for their
10 information, so that they would have the correct billing
11 address when a tenant moved out.
- 12 Q. Do you have a copy of that letter at all?
- 13 A. No.
- 14 Q. I'm curious. Do you recall whether or not it had any
15 type of provision in it where you would agree to assume
16 the responsibility for a tenant's bills in the event the
17 tenant was no longer occupying the premises?
- 18 A. No, I certainly don't recollect that.
- 19 Q. How long have you owned this property?
- 20 A. Since about '91.
- 21 Q. So in other words, you would have been a landlord
22 there many times, and there would have been turnover of
23 this premises many times during that time?
- 24 A. Yes.
- 25 Q. Have you ever experienced this problem in the past?

1 A. None. Not with any of my other units or this one.

2 Q. During this entire course of time -- and when I say
3 "entire course of time," I'm talking about roughly from
4 November of '96 through, I believe, January of '97.

5 Going back to this period of time between roughly
6 November of 1996 through roughly January of 1997, did you
7 continue to receive bills on a regular basis from
8 MidAmerican? In other words --

9 A. Yes, I think so.

10 Q. In other words, repetitively they sent you a bill in
11 November, December, and January at least?

12 A. Yes.

13 Q. Okay. Did you contact the tenant at all?

14 A. Yes.

15 Q. And what was the result of your contact with the
16 tenant?

17 A. They never did what they agreed to do. They said that
18 they were going to, and the result was that then I had to
19 go through an eviction process and have them move out.

20 Q. Do you recall the date that you told MidAmerican to
21 turn off the gas? Or an approximate time?

22 A. The first time was November 27.

23 Q. And so that would have been the time that you agreed
24 to talk to the tenant after that?

25 A. Yes.

1 Q. And then was there another time you told them this is
2 it, finally turn it off?

3 A. Yes.

4 Q. Do you recall approximately when that would have been?

5 A. December. And after I received the bill in December
6 is probably when that would have been.

7 Q. Would that probably have been the latter part of
8 December?

9 A. I would say around the 20th.

10 MR. ROSECK: I don't believe I have any further
11 questions. Thank you.

12 EXAMINATION

13 BY MS. WIEST:

14 Q. Mr. Itterman, I believe that you testified that you
15 had notes where you stated the date, and that was
16 December 21. Would that have been the date that you
17 called and said to turn off the gas?

18 A. That's possible. I just have a note here that I
19 called them, but I don't have a note as to who I talked
20 to, what I talked about, or anything. It's just --

21 Q. So it's possible that's the date, but you're not
22 absolutely sure?

23 A. Yes.

24 Q. Do you have copies of the actual bills that you
25 received for this time period?

1 A. I have a copy of the last one. The other ones, no, I
2 don't have.
3 Q. You don't.
4 MS. WIEST: Okay. Commissioners, do you have any
5 questions?
6 MS. SCHOENFELDER: I have a couple. This is a duplex that
7 you own, right?
8 A. Yes.
9 MS. SCHOENFELDER: For rental purposes?
10 A. Yes.
11 MS. SCHOENFELDER: Do you own lots of rental property? Is
12 that your source of income? Is this something you do
13 really often?
14 A. I'm a realtor full time, and this would be part time.
15 MS. SCHOENFELDER: So you own several rental properties?
16 A. I own a 12 plex, a couple houses.
17 MS. SCHOENFELDER: I just want to know if it's more than
18 one.
19 A. Yes. More than one, yes.
20 MS. SCHOENFELDER: I'm not trying to find out how much you
21 own. So for what period of years have you been a
22 landlord?
23 A. Since about '91.
24 MS. SCHOENFELDER: Okay. And I guess you said that
25 before, and I didn't write it down. I'm sorry. And this

1 is the first time you've had this problem?

2 A. Yes.

3 MS. SCHOENFELDER: Okay. That's all I have. Thank you.

4 MS. WIEST: Any other questions?

5 MR. BURG: I have to get this a little bit clear now.

6 This is a duplex. You had a previous renter in there, and
7 the gas service was in that renter's name?

8 A. Yes.

9 MR. BURG: Is that correct? When the new renter came in,
10 is that the procedure, that they put the gas in their
11 name?

12 A. What they do is when the old tenant moves out and that
13 tenant terminates their usage, it then will go into my
14 name.

15 MR. BURG: Right. Then when you get a new tenant, what
16 happens?

17 A. Then it should go into the new tenant's name.

18 MR. BURG: Does the new tenant have to apply for gas
19 service with the company?

20 A. Not all of the time. There have been times where I
21 called in and the information was accepted.

22 MR. BURG: Was accepted. You said you had a lease
23 arrangement, and the information was accepted to put it in
24 the new tenant's name based on your lease arrangement or
25 just your word?

1 A. I guess based on my word. It was just a telephone
2 call. They didn't ask for a copy of the lease or
3 application or anything.

4 MR. BURG: Now, how -- when your previous tenant quit, how
5 does it get back into your name? Did they call the
6 company and terminate?

7 A. Yes.

8 MR. BURG: And it is your agreement with the company that
9 they transfer it to you when it's vacant?

10 A. Evidently, yes.

11 MR. BURG: I'll have to ask them if that was the actual
12 procedure. But in this case the service was never put in
13 the new tenant's name?

14 A. Correct.

15 MR. BURG: When did you call and tell them it should be
16 put in the new tenant's name?

17 A. The first time was in November.

18 MR. BURG: Was November 1. And they refused to do it?

19 A. The conversation is no, we don't want to do that with
20 winter coming and don't you want to give the tenant
21 another chance, don't you want to do this.

22 MR. BURG: You mean they did not even agree to put it in
23 the new tenant's name for service?

24 A. Correct.

25 MR. BURG: And so is that your complaint?

1 A. My complaint is that, yes, it does not get into the
2 new tenant's name, that I cannot call in. That is one
3 aspect of it. The second is in December when I tell them
4 to shut it off, it's in my name, they say no, we're not
5 shutting it off regardless if it's in your name or not.
6 So then my only course is to evict a tenant. And then at
7 that point in time when I finally have them out, then it's
8 vacant, and then I can turn it off.

9 MR. BURG: The difficulty I'm having is trying to
10 understand why it was never transferred to the new
11 tenant's name. Do you know?

12 A. What I was told is that the new tenant did not call
13 in.

14 MR. BURG: But you said --

15 A. The tenant told me that they did.

16 MR. BURG: And yet they would not turn it off if -- it was
17 in your name on their records?

18 A. Yes.

19 MR. BURG: They wouldn't turn it off when you asked them
20 to, and they wouldn't put it in the new tenant's name on
21 your word; is that correct?

22 A. Correct.

23 MS. NELSON: I'm somewhat confused. You had a tenant in
24 there. No problems. That person left in August or
25 something, right?

1 A. Yes.
2 MS. NELSON: So then the new tenant signs your lease.
3 That person is paying rent starting November 1?
4 A. Yes.
5 MS. NELSON: And did you call them and tell them -- at
6 what point in November did you call them and tell them to
7 put it in the tenant's name?
8 A. Most definitely that November 18 call, and I don't
9 recollect --
10 MS. NELSON: Why would you do that November 18?
11 A. Because I received a bill from MidAmerican Energy
12 saying this is -- the service is in my name, and this is
13 what I owe.
14 MS. NELSON: And this bill covers which period of time?
15 A. Would cover from November.
16 MS. NELSON: So you got billed in November. Or you
17 received a bill, and for what period of time did the bill
18 cover? Because apparently if the tenant moved in on
19 November first, then -- and you already had a bill by
20 November 18, you couldn't have been billed for very long,
21 right?
22 A. It should have been the November 1 to November 18,
23 whatever the billing cycle is.
24 MS. NELSON: So a little more than two weeks. Do you know
25 how much that bill was?

1 A. No, I don't.

2 MS. NELSON: It was at that point that you knew the tenant
3 had not told them?

4 A. Had not called in.

5 MS. NELSON: And you called at that point and told them to
6 hook the tenant up, and they said they wouldn't?

7 A. Yes. The tenant needed to call in.

8 MS. NELSON: And the tenant needed to call in. What did
9 you do?

10 A. I went and told the tenant that. They said they
11 called in, but they would do it again.

12 MS. NELSON: When was your next contact with MidAmerican?

13 A. In December.

14 MS. NELSON: When you got the bill and found out they
15 didn't do that?

16 A. Yes.

17 MS. NELSON: At that point in December you told them to
18 shut it off? The first time you told them that is the
19 first part of December?

20 A. No. First time I told them to shut it off was in
21 November. Then there was a discussion, and I agreed
22 that I would contact the tenant again.

23 MS. NELSON: So originally did you tell them to shut it
24 off until they heard from the tenant?

25 A. Can you repeat that?

1 MS. NELSON: Well, I'm a little confused. The bill that
2 you got in November and when you called them, you got the
3 bill for approximately in my opinion 18 days' worth of
4 service or whatever for which this tenant was responsible,
5 it was at that point, around the 18th, you found out this
6 tenant hadn't contacted MidAmerican and switched the
7 utilities to their name. Are you telling me at that point
8 you told these people to shut it off?

9 A. Yes.

10 MS. NELSON: And they talked you into --

11 A. Talking to the tenants again, having them call in,
12 that there could have been a problem or this or that. I
13 said okay. I was going to give the tenant the benefit of
14 the doubt. But, yes, I told them shut off the gas at this
15 address. The discussion followed. And then I said,
16 Okay. I'll talk to the tenant again.

17 MS. NELSON: But they wouldn't have -- in the end, you
18 agreed to let them go on from November 18?

19 A. Yes.

20 MS. NELSON: And then the next point you had a
21 conversation with them. In other words, you didn't stick
22 to your original demand, which was to shut that guy off on
23 November 18?

24 A. Correct.

25 MS. NELSON: So then, you know, it seems to me that given

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1 the arrangement you have, do you agree that maybe for that
2 month it was still in your name, and the problem was
3 between you and the tenant? And then on December first
4 when you called, you told them specifically to shut it
5 off, and they refused?

6 A. Correct.

7 MS. NELSON: And what did you do about that?

8 A. Well, at that point in time I had no option but to
9 evict the tenant because it wasn't in their name. They
10 said they had done it. Evidently they did not.

11 MS. NELSON: Did the services to the gas flowing into your
12 apartment then stop the first of December when you told
13 them?

14 A. No.

15 MS. NELSON: They just refused?

16 A. Yes.

17 MS. NELSON: Do you have proof that you told them not to
18 do that?

19 A. Other than my notes, no. There is not a certified
20 letter, not a fax or anything.

21 MS. NELSON: Do you know if they're contending you didn't
22 tell them that? Did they tell you that they don't know
23 you told them to shut it off in December?

24 A. No, I don't think they're disputing that.

25 MS. NELSON: How long before you got that tenant out of

1 there?

2 A. End of January.

3 MS. NELSON: So did you realize that from the point that
4 you called them in December and they refused to shut it
5 off, that as long as the utility was on in there that you
6 have a problem with who's responsible for paying it from
7 December first to whenever you got that person out the end
8 of January?

9 A. I don't know about the legal aspect of it, but the
10 reality becomes is that I'm the one that gets billed for
11 it regardless if I want it in my name or not. And even
12 though there is nothing I can do, it stays in my name.
13 And if there is gas usage there, it gets billed to me
14 regardless of anything I say or do. So in order to --
15 from what MidAmerican told me is it has to be vacant.

16 So I have no course of action but to evict a
17 tenant. At that point when it is vacant, then they will
18 shut it off.

19 MS. NELSON: And you remember that you did sign this
20 letter saying that you agreed with this procedure?

21 A. The procedure of?

22 MS. NELSON: Hooking people up and stuff remaining in your
23 name when the tenant isn't there?

24 A. The procedure, as I understood it, was just after the
25 tenant ends the service in their name, that it will go to

1 my name for the interim usage and that will avoid a
2 disconnect and a reconnect charge. Or I guess it's the
3 reconnect charge, and so that's beneficial. I never
4 understood --
5 MS. NELSON: Do you know how much that charge is, the
6 disconnect and reconnect?
7 A. \$15, \$20.
8 MS. NELSON: And do you believe that if you had to have it
9 disconnected and a reconnect charge, that that charge
10 would be yours or your tenants?
11 A. That would be mine. The interim usage between an old
12 tenant and new tenant, that is my responsibility.
13 MS. NELSON: Okay. Thank you. Oh, you answered the
14 question because the tenant is no longer there, right?
15 A. Yes.
16 MR. BURG: I probably have one other question. Would it
17 be fair to assume the bill you got -- you said in
18 approximately -- was it November 18?
19 A. Yes.
20 MR. BURG: Your first bill, would that have included a
21 full month's billing?
22 A. Possibly.
23 MR. BURG: Since the last bill, which would have probably
24 been the 18th of October if their billing cycles are about
25 that?

1 A. I don't recollect, and I don't have a final bill for
2 the end of October.
3 MR. BURG: So you're assuming part of that bill would have
4 been yours before the tenant moved in and part of it would
5 have been the tenant's responsibility?
6 A. That's possible.
7 MR. BURG: All right. Are you disputing the bill received
8 on November 18? Because if the tenant had not called in,
9 there was no way of the company knowing that you had
10 leased it; would that be correct?
11 A. Correct.
12 MR. BURG: So are -- do you have a problem with that part
13 of the billing?
14 A. I guess I would.
15 MR. BURG: How would the company know?
16 A. I guess they wouldn't if the tenant hadn't called in.
17 But when I deal with any of the other companies, there is
18 not a problem, and it's all worked out. So how do the
19 other companies know? I don't know. I'm just going on
20 experience.
21 MR. BURG: Do you usually call as soon as you have leased
22 a residence, a property, and tell them to put it in the
23 name of the people you've leased it to?
24 A. No.
25 MR. BURG: You depend on the tenant to do that; is that

1 correct?

2 A. Yes.

3 MR. BURG: How about the electricity side? Do you have
4 the same interim agreement? Does the electricity stay on
5 until you release it to a new tenant?

6 A. Yes.

7 MR. BURG: In that case the tenant calls the company?

8 A. Or I call.

9 MR. BURG: Or you call. I guess what I'm getting at, as
10 many properties as you have, I would think you have a
11 standard procedure. As soon as you have a lease, you
12 would contact the company and say I have now leased it,
13 and it should be in this person's name.

14 A. What I've done because of this is have the tenant call
15 at the time of the signing of the contract. Prior to
16 this, it did not matter which utility company -- well, I
17 guess other than MidAmerican Energy here. I would call
18 them, and if there was a date that was disputed, we would
19 talk about it. That was fine. Whether it was after the
20 signing of the lease or not. Whether it was the tenant
21 calling or myself, it didn't matter.

22 The procedure, yes, I guess I did -- it was both
23 the tenant called, and I called. There was not --

24 MR. BURG: But in this case you didn't call until you got
25 billed?

1 A. Yes, that is correct.

2 MR. BURG: How would the company have any way of knowing
3 it should be billed to someone else?

4 A. Not for that period. I guess I don't see how they
5 could. There would be an increase in usage, which would
6 indicate that, but --

7 MR. BURG: But you could have been remodeling or
8 something.

9 A. That's true, yes.

10 MR. BURG: So would it be fair to say that your real
11 dispute is after the November 18 contact that you had with
12 the company?

13 A. Yes.

14 MR. BURG: And you requested it to be changed?

15 A. That would be correct.

16 MR. BURG: Okay. That concludes my questions.

17 MS. SCHOENFELDER: I have one more question. You said you
18 evicted the tenant somewhere in January, I believe?

19 A. Yes.

20 MS. SCHOENFELDER: End of January. Was the dispute over
21 the gas bill the only reason for eviction?

22 A. Yes.

23 MS. SCHOENFELDER: In other words, the rent had been paid,
24 everything was under control, everything was fine. It was
25 just you evicted because of the dispute over the gas bill?

1 A. Yes.

2 MS. SCHOENFELDER: Well, it seems to me that that -- why
3 couldn't you have had the tenant call MidAmerican Energy
4 and say that they were responsible for the gas at the time
5 that they had lived there?

6 A. They said they had already done that. They don't know
7 why it's not in their name, but that hadn't occurred. At
8 that point in time, I assumed they're lying, and my only
9 recourse at that point in time is to do the eviction.

10 MS. SCHOENFELDER: Thank you.

11 EXAMINATION

12 BY MS. WIEST:

13 Q. Were you concerned at all when you called in November
14 or December that if the gas was turned off the pipes would
15 freeze in the duplex?

16 A. No.

17 Q. And so then if the tenant was evicted at the end of
18 January and your new tenant came in on, I believe,
19 February 25, would you agree that you would be responsible
20 for that amount of gas that was between those two time
21 periods?

22 A. From when?

23 Q. From the end of January when your tenant was evicted
24 and no longer living there until the time your new tenant
25 came in in February?

1 A. Yes.

2 MS. WIEST: Okay. That's all I have. Do you have
3 something else?

4 MS. HUIZENGA: Couple other questions.

5 EXAMINATION

6 BY MS. HUIZENGA:

7 Q. You stated previously you were not aware that
8 MidAmerican disputed that you had requested service be
9 physically turned off; is that correct?

10 A. Yes.

11 Q. Did you receive a copy of an answer to your complaint
12 that MidAmerican filed?

13 A. I received one that was in somebody else's name, and
14 then there may have been another one.

15 Q. I believe this has a proof of service on it. Bruce
16 Itterman. Do you want to take a look at it and tell me if
17 you did receive this?

18 A. What's a proof of service?

19 Q. It's Exhibit No. 2. Are you saying you did not
20 receive this?

21 A. I probably did. I guess I don't recall that I did. I
22 know I received one that had the wrong name on it.

23 Q. So then you received a second one?

24 A. That's possible.

25 Q. Yes.

- 1 A. But I don't agree with what's stated in there.
- 2 Q. No, but you agree MidAmerican disputes your statement,
- 3 correct? You were aware that MidAmerican disputed your
- 4 statement?
- 5 A. Oh, no.
- 6 Q. Because you received this, correct?
- 7 A. No. What I understand is that they don't agree that
- 8 they should be putting the gas into a tenant's name
- 9 because I call.
- 10 Q. But you did receive this and did have a chance to read
- 11 it, correct?
- 12 A. I'll say yes. I guess I don't know. If it came to my
- 13 post office box and was in the mail, yes, I would have
- 14 that opportunity.
- 15 MS. HUIZENGA: And MidAmerican would request -- we didn't
- 16 want to interrupt in the middle of the complainant's
- 17 testimony, but we would like to move to strike any
- 18 statements of what the unnamed tenant may have said to
- 19 MidAmerican. I believe that's hearsay.
- 20 MS. WIEST: Any objection?
- 21 MR.ITTERMAN: I would sure object.
- 22 MR. HOSECK: Yes, I would object also. I think it can be
- 23 a present recollection recalled.
- 24 MS. HUIZENGA: Well, as long as it doesn't go to the truth
- 25 of the matter asserted, I have no way to cross-examine

1 that particular person.

2 MS. WIEST: I would agree with the motion to strike those
3 statements made by the tenant. Anymore questions of this
4 witness?

5 MS. NELSON: I have one. Did you receive a certified
6 letter then from MidAmerican telling --

7 A. No.

8 MS. NELSON: So in other words, they just dropped you a
9 letter in the mail, and you may or may not have received
10 it, right?

11 A. Yes.

12 MS. NELSON: Neither of the two letters you were just
13 questioned about were really certified that you signed for
14 and received?

15 A. No, I didn't sign for them.

16 MR. BURG: You deny receiving them though?

17 A. I received the first one in the mail, but it wasn't a
18 certified letter.

19 MS. NELSON: But I thought I heard him say originally he
20 didn't agree he got them. He got one by mistake.

21 A. I got one, and it had a wrong name on it and things.
22 And then I may have got another one.

23 MS. NELSON: Did you think when you got the letter with
24 the wrong name that it wasn't for you, or did you just
25 think it had the wrong name?

1 There is a question in my mind whether or not you
2 feel you were informed by them of this or not. They're
3 maintaining they sent you a letter, you got it, and you
4 knew the problem. There is a difference between maybe you
5 didn't get the letter, maybe you didn't see the letter,
6 and maybe you didn't know versus that you know and you
7 kind of remember getting the letter which says that you
8 did.

9 I want to know if you think you got a letter or
10 didn't get a letter.

11 A. I think I got a letter.

12 MS. NELSON: And you knew then, right?

13 MS. HOLM: Can I ask to clarify, what letter are we
14 talking about?

15 MS. NELSON: The letter that was pink in her hand.

16 MS. HOLM: The answer. Okay. Thank you.

17 A. I got that this fall, I suppose, sometime.

18 MS. NELSON: Thank you.

19 MS. WIEST: Any other questions of this witness? If not,
20 thank you, Mr. Itterman. You will have an opportunity to
21 ask questions of MidAmerican's witnesses too. And also do
22 you need any time before those witnesses go on to look at
23 any of the documents you just received from MidAmerican?

24 MR. ITTERMAN: Yes, I probably should read them.

25 MS. WIEST: Let's give you a few minutes to do that. One

1 more thing before we take a short break, is there any
2 objection to admitting Exhibits 1, 2, and 3?
3 MS. HUIZENGA: MidAmerican has no objection.
4 MR. ITTERMAN: What are the exhibits?
5 MS. WIEST: Your complaint and MidAmerican's answer.
6 MR. ITTERMAN: Okay.
7 MS. WIEST: If not, 1, 2, and 3 will be received. We'll
8 take a short break.
9 (A recess was taken.)
10 MS. WIEST: Let's go back on the record. MidAmerican, you
11 may call your first witness.
12 MS. HUIZENGA: Thank you. MidAmerican calls Anne
13 McGlynn.
14 (Exhibit Nos. 4-8 were mark'd for
15 identification.)
16 ANNE MCGLYNN,
17 being first duly sworn, was examined and
18 testified as follows:
19 EXAMINATION
20 BY MS. HUIZENGA:
21 Q. I would ask you to have a number of pieces of paper in
22 front of you. They have been marked as exhibits?
23 A. Yes, they have.
24 Q. We will refer to those. Please state your full name
25 for the record.

1 A. Anne Ryan McGlynn.

2 Q. By whom are you employed, and in what capacity?

3 A. MidAmerican Energy Company. I'm currently the manager
4 of customer service quality.

5 Q. How long have you held that position?

6 A. Since May of 1997.

7 Q. Have you held prior positions with the company? And
8 if so, please detail.

9 A. Yes, I have. Since the merger of MidAmerican Energy,
10 I've been the manager of the call centers. Prior to that
11 at Iowa/Illinois Gas and Electric Company I was
12 superintendent of administration supervisor in the call
13 center, supervisor of a consolidated Illinois office, and
14 supervisor of a smaller office in Illinois all in customer
15 service.

16 Q. And the subject of this hearing deals with the period
17 November 1996 through January 1997. What was your
18 position at that time?

19 A. Manager in the call centers.

20 Q. Please explain your duties in regard to training call
21 center representatives concerning company policy as to
22 what they can or can't do upon customer request.

23 A. CSRs, customer service representatives, in all of our
24 call centers were instructed in the statutes, the rates,
25 the rules, the tariffs, the policies and procedures of the

1 company, and expected to follow those.

2 Q. When a customer calls in with a question on his
3 account, what determines whether he or she will speak to
4 someone in, say, a call center, a local office, credit
5 department?

6 A. If the customer calls the number on their bill or the
7 number in the telephone book, they will reach a call
8 center.

9 Q. At this period, November '96 through January '97, was
10 there one singular call center for MidAmerican?

11 A. Actually there were three call centers for MidAmerican
12 during that period of time: One in Sioux City, Iowa; one
13 in Des Moines, Iowa; and one in Davenport, Iowa.

14 Q. What would determine, for example, if an individual
15 called in from South Dakota where this -- excuse me, which
16 customer service center would take that particular call?

17 A. A call from South Dakota would go to a CSR in either
18 Des Moines, Iowa or Sioux City, Iowa. They were the most
19 familiar with the rates and the policies in South Dakota.
20 The Davenport reps were not.

21 Q. To your knowledge, are the major customer service
22 policies written down anywhere?

23 A. Yes. Each call center has a record of them, and each
24 office has a record of them.

25 Q. I ask that you look at what has been marked as

- 1 Defendant's Exhibit 4. Can you tell us what this is?
- 2 A. Exhibit 4 is the South Dakota Sales Tariff, our rules
3 and regulations applying for gas service.
- 4 Q. Okay. Could you read paragraph 3.01 for us?
- 5 A. "Application. Application for natural gas service may
6 be made by the owner or occupant in control of property in
7 person, by telephone, or by mail. When applying for
8 service, the customer may be required to furnish personal
9 identification and other pertinent information deemed
10 necessary to properly administer the service account.
11 Application for service must be made and accepted by The
12 Company prior to commencement of the use of Company's
13 service. Company may require the prospective customer to
14 sign an 'Application for Service' before receiving
15 service."
- 16 Q. Okay. And our tariffs, are they available anywhere at
17 all for customers?
- 18 A. They're available in all of our customer offices as
19 well as the call centers. But call centers are not walk-
20 in locations.
- 21 Q. Okay. To your knowledge, has this company policy been
22 something the customer service representatives would be
23 aware of?
- 24 A. Yes.
- 25 Q. Please look at Defendant's Exhibit No. 5. Can you

- 1 explain what this is?
- 2 A. This is a screen print of the remarks information on
- 3 Bruce B. Itterman's account at 625 West 20th Street in
- 4 Sioux Falls, South Dakota.
- 5 Q. Okay. And I note on the top right-hand corner of this
- 6 exhibit is a date 9/24/97. Can you tell me what that date
- 7 signifies?
- 8 A. That's the date this screen print was taken.
- 9 Q. There is also a date 12/19/96 that's near the No. 1
- 10 remark there.
- 11 A. Yes.
- 12 Q. Tell me how that date gets entered.
- 13 A. That date is electronically entered when the CSR puts
- 14 a remark on an account.
- 15 Q. And there is also one from 11/1/96, but that's below?
- 16 A. Yes.
- 17 Q. Why is it below?
- 18 A. The most recent ones are first.
- 19 Q. Okay. Now, following these dates, in each case there
- 20 is a five digit number. Can you tell me what that is?
- 21 A. It's an operator number. It is actually the
- 22 employee's customer number, and we refer to it as a T
- 23 number, the 60542.
- 24 Q. How is that entered? Does the representative enter
- 25 that number?

1 A. No. Again, it's electronically entered. Once the
2 employee number 60542 enters a remark on the account, both
3 the date and operator number are electronically numbered
4 when he presses enter.

5 Q. When you see a remark like this on the screen, can it
6 be physically changed, say, on 12/21, 1/22, the next
7 August, any time like that? May we go back in and
8 physically change those?

9 A. No, we cannot. Once that remark is entered, it's just
10 a permanent record on that account.

11 Q. Have you had an opportunity to read these remarks to
12 yourself at a prior time?

13 A. Yes.

14 Q. Can you tell me if these are the type of remarks that
15 you would expect to see entered on these screens?

16 A. Yes, they are. We ask CSRs to document such contacts.

17 Q. Okay. Now, there was a remark on 11/1/96?

18 A. Yes.

19 Q. I'm going to try to read -- well, why don't you read
20 it for us.

21 A. Do you want me to read it figuratively or literally?

22 Q. Just --

23 A. What this employee is saying is that they called
24 the landlord and spoke to Mrs. Itterman and advised
25 Mrs. Itterman that Truck No. 872 was there and chased two

1 teenagers out of the house when they were there to turn on
2 service on November 1. The teenagers attempted to
3 return. He chased them out again and locked the back
4 door. Mrs. thanked us.

5 Q. So service was being turned on at that time?

6 A. Correct.

7 Q. And then after 11/1, our next remark, it shows that
8 there was a contact with that particular customer for that
9 particular account when?

10 A. The next remark is December 19, '96. Is that your
11 question?

12 Q. Yes.

13 A. Yes.

14 Q. And what does the remark state?

15 A. Bruce is calling to see if the new person has called
16 to get service. Advised him that no one has contacted us
17 yet. He will tell them once more and call back. If they
18 still have not -- I assume put it in their name -- if they
19 have still not called, they will shut off. And then the
20 initials of the employee.

21 Q. And, again, December 19 is the date that that
22 particular remark was entered on the screen?

23 A. Yes.

24 Q. What is the policy of the company as to when to enter
25 a remark that has to do with a particular phone

- 1 conversation?
- 2 A. We would want a CSR to enter a remark, any remark
- 3 or note that would indicate contacts that are perhaps
- 4 disputes or information where we would have refused
- 5 service to a customer.
- 6 Q. When would we want that remark entered?
- 7 A. The CSR will be entering that remark while they're on
- 8 the phone with the customer.
- 9 Q. Please look at what has been marked Defendant's
- 10 Exhibit 6.
- 11 A. Okay.
- 12 Q. Can you tell me how to read the remark for 1/9/97?
- 13 A. Yes. You need to start with the second paragraph on
- 14 page 4.
- 15 Q. Okay.
- 16 A. Again, because we want the CSRs to look at the most
- 17 recent information first, and there is only a fixed amount
- 18 of room for entering this information, it does look funny
- 19 when you print it out.
- 20 Q. Yes. But I take it you want to focus attention --
- 21 A. First one up there is the most recent.
- 22 Q. Okay. Do you find anywhere on 1/9/97 in the contact
- 23 with apparently Mr. Itterman that Mr. Itterman asked us to
- 24 physically turn off service at this address?
- 25 A. There is a lot of discussion about responsibility for

1 paying the bill and the agreement that Mr. Itterman has
2 between he and his tenants. He happened to talk to the
3 same CSR, and the CSR reminded him of the remarks that
4 would have already been on the account. But I don't see
5 any indication that he's asked us to turn service off
6 there.

7 Q. Thank you. Please turn to what has been marked
8 Defendant's Exhibit 8. Can you describe what this is?

9 A. This is a screen print of the service order history
10 for customer Bruce B. Itterman at 625 West 20th Street in
11 Sioux Falls, South Dakota.

12 Q. Okay. All right. What is the No. 2 comment or
13 service order? Can you read it and what the words
14 actually are? T-o-n-n still doesn't mean a whole bunch to
15 me.

16 A. What you want me to do is tell you what a T-o-n-n is?

17 Q. Please.

18 A. T-o-n-n is a four letter code word for turn on
19 service, physically turning the service on.

20 Q. And what date was that physically completed?

21 A. October 31, 1996. Actually, it was ordered on the
22 31st and completed on the 1st of November, '96.

23 Q. So that's when the service was physically turned on?

24 A. Yes.

25 Q. And can we tell from that screen whether we read the

1 meter?

2 A. Yes, the comments underneath No. 2 there, the turn on
3 read was 9192, light appliances, did not light the water
4 heater because there is no water.

5 Q. Okay. I wouldn't have got that out of that, but I
6 don't know how to read the screens.

7 A. I've ready a number of them in my years.

8 Q. Going back to the remarks information screen --

9 A. Okay.

10 Q. -- if a landlord were to request service be turned off
11 in his name in a rental property, what is -- and the
12 service is in his name as well.

13 A. Yes.

14 Q. What is company policy on whether we will or will not
15 do that?

16 A. If the service is in the landlord's name, the landlord
17 is the owner of the property, and it's December, we would
18 caution him or her that it's very cold out. And we would
19 turn that service off, but we would ask them if it had
20 been winterized. We would also need to notify that we
21 have to give 48 hours notice to the tenant.

22 Q. But you're saying we would turn it off?

23 A. Yes, we would.

24 Q. Are our representatives aware of that policy to your
25 knowledge?

1 A. Yes. There are very specific policies regarding
2 leaving services on when the tenants call and the landlord
3 hasn't been the one to call us. But if the landlord
4 themselves call, we caution them against winter -- to
5 winterize the home, get the home winterized, and we will
6 turn it off for them.

7 Q. Now, reviewing the records that you have in front of
8 you, I believe starting with 4 through 6 plus 8.

9 A. Okay.

10 Q. To your knowledge, were these made in the normal
11 course of business of MidAmerican Energy Company?

12 A. Were these copies made?

13 Q. Were the records themselves made in the normal course
14 of business?

15 A. Yes.

16 Q. Were they made substantially and contemporaneously
17 with the events listed on the records?

18 A. Yes.

19 Q. And you've explained what they are and what the dates
20 are on them?

21 A. Yes.

22 MS. HUIZENGA: MidAmerican moves to admit the records 4,
23 5, 6 and 8, its exhibits.

24 MR. HOSECK: Excuse me, Counsel. I don't have a copy of
25 Exhibit 8. MidAmerican would --

1 MR. BURG: Can you identify which is which?

2 MS. HUIZENGA: MidAmerican would also request that
3 judicial notice be taken of Defendant's Exhibit 4, which
4 are the rules and regulations, the tariff page of
5 MidAmerican Company, the gas application.

6 MR. BURG: Excuse me. You do have them identified.

7 MS. WIEST: Is there any objection to Exhibit 4, 5, 6, and
8 8 being admitted?

9 MR. HOSECK: None from staff.

10 MS. WIEST: If not, the commission will admit Exhibits 4,
11 5, 6 and 8.

12 MS. HUIZENGA: MidAmerican would offer this witness for
13 cross-examination.

14 MS. WIEST: Do you have any questions of this witness,
15 Mr. Itterman?

16 MR. ITTERMAN: Just a couple.

17 EXAMINATION

18 BY MR. ITTERMAN:

19 Q. Referring to Exhibit 5 -- and I guess just a general
20 question about all of the information that's typed. If I
21 understand it correctly, the operator types in the
22 conversation or the discussion that goes on with the
23 customer?

24 A. Uh-huh (affirmative response).

25 Q. Okay. Is it up to the operator to in their opinion

1 put down just the pertinent information that was
2 discussed?

3 A. The purpose really for the operator to enter this
4 information is to just set a record on the account so that
5 when you call back -- it's fairly unlikely that you would
6 get that same person, and so that would make that
7 information available to anyone, any pertinent information
8 having to do with the contact that operator had with you.

9 Q. So it's up to the operator to enter the information
10 that they deem is -- should go on there?

11 A. Yes.

12 Q. Okay. Has there ever been problems with operators in
13 their interpretation of the information?

14 A. Not to my knowledge.

15 Q. Okay. Is there -- is it possible for someone else to
16 talk to a customer that perhaps the call originated from
17 MidAmerican Energy and multiple accounts are discussed?

18 A. To make sure I understand your question, is it
19 possible that you called in and discussed many -- or a
20 customer called in and discussed many accounts with one
21 rep?

22 Q. The question is: Is it possible for MidAmerican
23 Energy to call a customer or an individual?

24 A. Sure.

25 Q. Okay. Would that discussion also be entered in this

1 log?

2 A. If it was -- I can't think of a time when it wouldn't
3 be. If it was an order that's being created for some
4 reason, sometimes the order takes the place of remarks.
5 But if there is just a contact, say, to inform you that
6 you were past due on your payment or that we had to cancel
7 a service order that we were scheduled to perform at your
8 house, those would be remarks rather than an order.

9 Q. Okay. Perhaps I didn't ask my question correctly that
10 you understood, is that an individual from your company,
11 whether or not it's in customer service, could they --
12 they could call a customer?

13 A. Yes.

14 Q. And discuss multiple accounts with that customer?

15 A. Probably not anyone outside of customer service
16 because they wouldn't have access to that information.
17 Everyone in our company doesn't have access to customer
18 information. It's confidential.

19 Q. Okay. In Exhibit 4 in the paragraph 3.01 --

20 A. Yes.

21 Q. -- it says that service, gas service, may be made by
22 the owner or occupant in control of the property in
23 person, by telephone, or mail, correct?

24 A. Correct.

25 Q. What does "in control" mean?

1 A. The occupant in control of the property would be the
2 tenant.

3 Q. Whether they're living there or not?

4 A. To me occupant in control means that they are living
5 there. That means they're in control of the property.
6 They're the occupant of the property.

7 Q. How do you know if they are in the property or not?

8 A. Typically we would -- a customer would call us and say
9 I'm renting from so and so at 625 20th Street, and we
10 would accept their word.

11 If there are remarks on an account that says
12 several different people are trying to sign for service
13 here, we may ask that customer to follow up further with
14 application guidelines and ask them to come into our
15 office and sign them.

16 Q. But the verbal communication is acceptable?

17 A. Yes.

18 MR. ITTERMAN: I don't have any other questions.

19 MS. WIEST: Staff?

20 MR. HOSECK: Yes.

21 EXAMINATION

22 BY MR. HOSECK:

23 Q. Ms. McGlynn, Camron Hoseck on behalf of staff. A
24 couple questions. In looking at your tariff, Exhibit
25 No. 4, it says that the company may require the customer

1 to sign an application before the service is started.

2 Can you explain to me under what circumstances
3 customers are required to sign applications and under what
4 circumstances they are not required to sign applications?

5 A. I can tell you generally, but we also have the credit
6 manager here. So you might want to talk to her more
7 specifically. Generally what a call center employee would
8 look for in discussing whether or not a customer can sign
9 for service by phone or would be required to come into the
10 office is what I mentioned to Mr. Itterman.

11 That's if a number of different people within a
12 very close time frame are trying to sign for service and
13 maybe they're being refused because of credit worthiness
14 or there is no lease present or perhaps some landlords are
15 very specific about wanting -- there will be a remark on
16 the account that says notify landlord when a tenant
17 signs.

18 Q. So would it be fair to say that this is something
19 that's not a cut and dry matter with your company as to
20 when you require signing the agreement?

21 A. That would be true. To the best of my knowledge. You
22 would probably want to talk to the credit manager and ask.

23 Q. One of the things that I'm curious about also is that
24 there are several ways that this service can be started.

25 Are there several ways also that the service can be

1 terminated?

2 A. To me, the only way you can terminate service is that
3 you call us and request us to terminate service.

4 Q. Okay. But is there anything in any of your written
5 policies or your tariffs as to who that person has to be
6 when they call to terminate service?

7 A. It has to be the customer of record.

8 Q. That brings me to the next question. In looking at
9 your Exhibits 5 and 6, I believe it was your testimony
10 that under the column OPER, that that was the customer
11 number; is that correct?

12 A. I'm sorry. The 60542 is the employee number.

13 Q. Oh, that's the employee number. Was there somewhere
14 where the account number was listed on these?

15 A. The very top, upper left-hand corner of the remarks
16 screen shows the account number.

17 Q. So is it your testimony that uniformly through this
18 process and in this controversy with Mr. Itterman, this
19 premises at 625 West 20th Street here in Sioux Falls
20 always had the same account number?

21 A. No. The account number will change when the tenant
22 changes. So the tenant before Mr. Itterman would have
23 been tenant 18. The tenant after would be 20. But the
24 first six digits would remain the same.

25 Q. So if I'm understanding this correctly -- and please

1 correct me if I'm wrong -- the account number is a
2 personal number that follows a person and not an address?
3 A. It's a premise number. An account number would stay
4 with that particular premise.
5 Q. But what was this business about you said the last two
6 digits change?
7 A. They increment would be the proper term. As the
8 customers change at that property, the last two digits
9 increment. An account number could change if a
10 transaction termed a "reroute" occurred, which means that
11 I take 625 West 20th Street out of read route 7041 and put
12 it in read route 7042. That might change the account
13 number.
14 Q. In looking at your Exhibit No. 8, please, there was
15 a -- I believe it's item No. 3.
16 A. Yes.
17 Q. And it has a date of 8/19/96, and then it's got TOFF.
18 I'm assuming that is a turning off of the service; is that
19 correct?
20 A. That's correct.
21 Q. And then sequentially on October 31st, it's a turning
22 on of the service?
23 A. Right. The date that you see that's on the left-hand
24 side of the page and under the -- technically the column
25 called date is the date that was requested. And then

1 there is a completed date further over to the right.

2 Q. And this would indicate that the landlord requested
3 that it be turned on on October 31st?

4 A. Yes.

5 Q. But does this coincide with any of your other screen
6 prints on Exhibit 4, 5 and -- or, excuse me, 5 and 6? In
7 other words, what is the correlation between Exhibit 8 and
8 Exhibits 5 and 6? Is there anything that would show
9 comments?

10 A. On Exhibits 5 and 6 you see that Bruce Itterman is the
11 customer of record. What you see on Exhibit 8 is where he
12 became the customer of record when service was turned on
13 effective November 1, '96.

14 Q. But does this tell the commission that the landlord
15 was the person that ordered the service?

16 A. I believe it does.

17 Q. And why is there nothing in Exhibits 5 and 6 to
18 indicate that there was a phone call or anything of this
19 nature that would have correlated with Exhibit 8 to show
20 that the turn on date was November 1?

21 A. For the CSR to type a remark in there would be
22 redundant since the record is created by the turn on
23 order. There is no need to put an additional remark on
24 there. So if I were to look at the paper copy of the
25 order that was created on October 31 that went to the

- 1 field and was completed on November 1, any remarks that
2 that CSR would have put on that account would be there
3 then. But electronic record is not saved. If an order is
4 created, the CSR doesn't need to make additional remarks.
- 5 Q. Then back to Exhibit 8. If we go back to No. 1 on the
6 left-hand side, this has a turn off turn on date of the
7 25th, and then sequentially the 27th of February, 1997; is
8 that correct?
- 9 A. That's correct. That's yet a third type of an order.
10 You've looked at a turn off order and turn on order. This
11 is -- the TFTO order is a turn off turn on read. So we go
12 out to the premise, just take the read, don't turn it off,
13 don't have to turn it back on, just take a read. And
14 that's as it comes out of this tenant's name and goes into
15 this tenant's name or this person's name and this person's
16 name.
- 17 Q. Who initiated this process in No. 1, the turn off turn
18 on order?
- 19 A. I would have to look at the paper order to find that
20 information, and I don't have that.
- 21 Q. So in other words, this screen doesn't indicate in
22 this particular instance whether it would have been the
23 landlord or the tenant who might have ordered this turn
24 off turn on process; is that correct?
- 25 A. Apparently not if it's not the landlord.

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1 Q. So in light of your last statement, is the only time
2 that anything shows up on an exhibit such as Exhibit 8 is
3 when the landlord requests some sort of a change in
4 service?

5 A. I can't speak specifically to that. But the landlord
6 field -- and that's the term I can best use here -- as is
7 indicated in No. 2, then, yes, that leads me to believe
8 that the landlord is the one who ordered that service on.

9 Q. Why is there nothing on Exhibit 8 to indicate what
10 Mr. Itterman has testified to here that he had at some
11 point in time asked MidAmerican to turn off the service
12 while this tenant was occupying the premises? Why does
13 that not show up on Exhibit 8?

14 A. Because no order was created to turn service off.

15 Q. Why was no order created?

16 A. Because I think Mr. Itterman's recollection doesn't to
17 me jibe exactly with what the remarks are that the CSR is
18 making at the time the transaction is taking place. Over
19 time whether the specifics have changed or whether it's
20 recollection at this point, but on December 19 when the
21 CSR talked to Mr. Itterman, Mr. Itterman was checking to
22 see if somebody called to get service. We said no, no one
23 has contacted us yet. And he says he'll tell them once
24 more and then call us back. If the customer hasn't signed
25 for service, then he'll order it off.

1 But then there is no other contact until
 2 January 9. On January 9 he's calling disputing the bill
 3 he's received and says the tenants are living there. He's
 4 told them to come in and sign for service or call. He
 5 doesn't want to be billed, doesn't think he's responsible
 6 for the bill, believes he has a written agreement to
 7 support that but happened to talk to the same CSR he
 8 talked to the month before who also was looking at the
 9 same remarks that I'm looking at and says, you know, you
 10 said last month you were going to make one more call and
 11 check back.

12 So at this point he says he wants the legal
 13 department to file this against us and asked for a
 14 supervisor.

15 Q. Would you please look at Exhibit 5, which is part of
 16 this screen print. It indicates that the truck driver 874
 17 chased two teenagers out of the premises. Why was truck
 18 874 at the premises at that point in time?

19 A. They were there to do the turn on order.

20 Q. If a landlord requests that an account be put
 21 in a tenant's name, what is your usual procedure at
 22 MidAmerican?

23 A. We tell them that the tenant needs to call and sign
 24 for service themselves.

25 Q. In other words, you do not honor the landlord's

1 request is what you're telling me?

2 A. Correct.

3 Q. When he asked -- there was some comment -- I believe
4 it was in your answer -- that Mr. Itterman did not request
5 termination of the gas service when he first contacted you
6 but that -- and it's my recollection that the record shows
7 here today that when he asked for a shift to the tenant at
8 a later point in time, did you request -- or did you
9 consider this request to shift this account from a tenant
10 a request of termination by Mr. Itterman?

11 A. What we would tell a customer who asks us to put
12 service in his name or transfer service over to his
13 tenant's name is that we can and will shut it off for him,
14 but we will not transfer that service in his name. What
15 we'll say is we'll take it out of your name, but we cannot
16 transfer it into the customer's name.

17 Q. So in other words, there is nothing within your
18 policies and procedures where a landlord may ask that the
19 account be shifted to the tenant and that you consider
20 that a request for termination of service?

21 A. That would be right. It would really have to be a
22 specific request to terminate service, to take the service
23 off. The only way we would take it out of his name is to
24 turn it off.

25 Q. Are your customer service representatives instructed

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1 in any manner that when that does arise, that they should
2 maybe probe the situation a little further and ask further
3 questions?

4 A. I think we're pretty specific in talking with them
5 that we give the landlord -- you always want to give a
6 customer the option. The landlord says I want this put
7 into my tenant's name, and we say we can't put that in
8 your tenant's name. Here are some options. You can have
9 your tenant come in and sign for service, or we can turn
10 service off on your say so. Those would be the two
11 choices.

12 At this point it sounds like what he said is let me
13 go back there and get them to call in and sign for that
14 service. If they won't do it or don't do it, I'll have it
15 shut off.

16 Q. But if I'm understanding the facts correctly here --
17 and please correct me if I'm wrong -- there was a
18 subsequent time when Mr. Itterman did come in and ask for
19 the termination of service, did he not?

20 A. On the January 9 notes, the notes here are talking
21 about that he had told his tenant to put service in their
22 name. We told him they still hadn't called. He's still
23 being billed, that we weren't going to get in between a
24 landlord and a tenant having a dispute, that, you know, if
25 he gets his tenant to come in and sign for service or to

1 call up and sign for service, that we would transfer that
2 service into the tenant's name.

3 And we reminded him that last month when he called
4 he said he was going to give them one more call and check
5 back. It sounds like we're asking those probing
6 questions. If not, he was going to shut it off at that
7 time, but he never called us back. This is as of
8 January 9. And that's when he said he wanted the legal
9 department to file this against us. And we gave him the
10 supervisor's name.

11 Q. But so that we're understanding what occurred here,
12 let's just take a hypothetical situation. Let's assume
13 for the moment that Mr. Itterman did call in and request
14 that the service be terminated.

15 A. Yes.

16 Q. At that point in time, what are your normal policies
17 and procedures? In other words, how do you normally
18 handle this when the landlord calls in and says shut it
19 off?

20 A. We would tell them -- we would ask him if he
21 winterized the place. This is January 9. Are you aware
22 that your pipes might freeze. If he says I just want it
23 turned off, we say we have to post the property 48 hours
24 ahead. It can't be done tomorrow. We would enter that
25 order, if that's what his wishes were.

1 Q. You would do this on the basis of a phone call?

2 A. Yes. Well, we would go through and document on the
3 order that we created that we had discussed with
4 Mr. Itterman that it needed to be winterized and that we
5 would post the premises.

6 MR. HOSECK: Thank you. I have no further questions.

7 MS. WIEST: Commissioners?

8 MR. BURG: I have one. Or I'm still trying -- I think
9 counsel got most of it. If we look at Item No. 2 on
10 Exhibit 8 or Line No. 2, the landlord requested turn on at
11 that point. Is that what that says?

12 A. Yes.

13 MR. BURG: Nothing indicates here who he requested it be
14 turned on in whose names. But even if he had, you said
15 you would have refused to accept any name but his own?

16 A. Correct.

17 MR. BURG: He indicated that he had contact with you, I
18 believe it was, on the 18th of November. There is no
19 indication that occurred, is there?

20 A. I see nothing after the first of November before the
21 middle of December.

22 MR. BURG: Is it your recollection that in his testimony
23 he did say he contacted you the 18th and said he wanted it
24 shut off?

25 A. Yes.

1 MR. BURG: You recall that?

2 A. I recall that.

3 MR. BURG: But you have nothing to show that occurred?

4 A. That's correct.

5 MR. BURG: There is nothing in these records to show that
6 he requested turn off at any time until the February --
7 was it February 8?

8 A. I would say that on the 19th he says he's going -- on
9 the 19th of December in '96 he says he's going to have it
10 shut off if the customer doesn't get service in their
11 name. Advised no one had contacted us yet. He says he
12 will tell them once more and call back. If they still
13 haven't called, we'll shut it off.

14 MR. BURG: But you would interpret this to say he did not
15 request turn off at that date?

16 A. Yes, that's what I would state.

17 MR. BURG: And then when do you -- what item will show
18 where he did request turn off?

19 A. I don't see that in any of the documentation from the
20 CSR. On the 9th he disputes his bill, and we reminded him
21 the month before -- well, really about three weeks before
22 he said if they hadn't signed for service he was going to
23 order it off.

24 MR. BURG: So if we go to the last page of Exhibit 6?

25 A. Sorry. She's showing me the same thing.

1 MR. BURG: Which is a continuation, correct?

2 A. He's going to give them one more call and then check
3 back. This is the reminder, if you read the beginning of
4 this.

5 MR. BURG: Yes.

6 A. And I also advised that I spoke with him last month,
7 and he was going to give them one more call and then check
8 back to see if they transferred service or not and if not
9 was going to shut it off at that time. But he never
10 called back.

11 Then this means the customer says he wanted legal
12 department to file this against us. I gave him the
13 supervisor's name, and he will call back to talk to
14 Mickey, which would be the supervisor.

15 MR. BURG: In this case the customer yet is Mr. Itterman,
16 right?

17 A. Yes.

18 MR. BURG: The landlord?

19 A. Yes.

20 MR. BURG: And what is the item on No. 2 or the last item
21 you have, 2/25/97?

22 A. That's where the owner, Bruce Itterman, said he would
23 let the PUC take care of this business about this bill.
24 There is a tenant going in on 2/27/97.

25 MR. BURG: Do you have any records to show what happened

1 after this item, after 2/27/97? Did a customer call in
2 and request service?

3 A. Yes. The only reason I know that is because that's
4 the end of the record for his account. So then the tenant
5 digit would have moved to 20 from 19.

6 MR. BURG: That's what would be indicated on Exhibit 8,
7 that there was a turn on -- turn off turn on on 2/25?

8 A. Right.

9 MR. BURG: And, of course, Customer 20 is in the new name
10 then?

11 A. Yes, the new tenant.

12 MR. BURG: Okay. Thank you. Oh, I probably have one
13 more. If we go to the rules and regulations, if you read
14 that first sentence, "Application for natural gas service
15 may be made by the owner or occupant," is that either/or
16 or whichever one applies?

17 A. The owner could apply or the occupant could apply. We
18 have one person that is the customer of record. I would
19 say either or.

20 MR. BURG: However, the owner could be the landlord,
21 correct?

22 A. Correct.

23 MR. BURG: But you've indicated that you will not allow
24 the landlord to order service, not for somebody else?

25 A. The landlord can certainly make application for

1 service, but only in the landlord's name.
2 MR. BURG: Only in the landlord's name. Okay. Thank
3 you.
4 MS. WIEST: Any other questions from the commission?
5 MS. SCHOENFELDER: I have a question about the -- I
6 believe it was the November. I think Mr. Itterman thought
7 he called you sometime before you have notes.
8 A. Yes.
9 MS. SCHOENFELDER: That he had called. There is a date
10 sort of in dispute there. I'm not sure he was hard and
11 sure about the date, but if your customer service people
12 access a file, does it automatically show up in the
13 records? Or can they not access it and visit with a
14 customer and not access a file?
15 A. In November of '96, that was not available. It is
16 currently available. Now it is.
17 MS. SCHOENFELDER: So it could have happened then but
18 couldn't happen now?
19 A. Correct.
20 MS. SCHOENFELDER: Thank you.
21 MS. WIEST: Any further questions?
22 MS. NELSON: I have a couple. Where did you tell me those
23 call centers were? Des Moines, Sioux City, and where
24 else?
25 A. Davenport.

- 1 MS. NELSON: Okay. You said also that the offices have
2 access to your tariffs?
3 A. Right. They have copies of the tariffs.
4 MS. NELSON: But do you have customer service -- an office
5 available for customer service to walk in off the street?
6 A. Yes.
7 MS. NELSON: You do.
8 A. In Sioux Falls, yes.
9 MS. NELSON: Do you have them everywhere?
10 A. We have, I believe, 12 or 13 customer offices
11 across --
12 MS. NELSON: But they're not available everywhere where
13 you have customers; is that true?
14 A. That's correct.
15 MS. NELSON: Then how would those people access that
16 information?
17 A. I believe the PUC would have copies of them. They're
18 also on file in the library, but I can't testify to that
19 fact.
20 MS. NELSON: Do you think that this -- I mean, since you
21 have them in some offices and some offices you don't, do
22 you think there is a reason for having them available?
23 A. We have them available in all of our customer
24 offices.
25 MS. NELSON: But they're not -- I mean, I'm trying to

1 decide why -- you made the point that you have them
2 available. Why is it important that they're available,
3 and if it's important, is it only important to the
4 company, or is it also important to customers that they
5 have access? Otherwise customers don't have a lot of
6 access in some places.

7 A. If I made any emphasis to it, the reason I would say
8 the emphasis would be mine is that I think it's important
9 that all of my contact employees would have that
10 information available to them so they would know how to
11 operate an application for service in South Dakota.

12 MS. NELSON: So when you talk about tariffs, that's also
13 the rules and policies and regulations that you operate
14 under?

15 A. That's correct. That is exactly what that is.

16 MS. NELSON: Then it seems like that ought to be readily
17 available for all customers to access, right?

18 A. Uh-huh (affirmative response).

19 MS. NELSON: But in some cases are you also testifying
20 that the only access they might have is at the Public
21 Utilities Commission?

22 A. I just believe they're a public record. I don't know
23 what means a customer would need to use other than going
24 to a customer office. That's the only method I'm familiar
25 with that they could get a copy. They could request them

1 from a contact employee, and the contact employee could
2 send them the applicable statute or applicable tariff.

3 MS. NELSON: They're just not -- would you agree you're
4 saying they're not necessarily available to customers
5 everywhere at your office? Well, you don't have offices
6 everywhere?

7 A. No.

8 MS. NELSON: The thing I'm getting at here is whether or
9 not -- when you say your offices, do you mean like these
10 customer service places?

11 A. Yes.

12 MS. NELSON: The three, is that what you mean by offices?
13 That's not what I mean. To me the office is in Sioux
14 Falls. I can find MidAmerican and go over there.

15 A. Yes.

16 MS. NELSON: Are you telling me the only places that
17 that's available are Sioux City, Des Moines, and
18 Davenport, or the Public Utilities Commission?

19 A. That is a good question. The offices are not the call
20 centers. The offices are exactly what you're thinking
21 about in Sioux Falls. Yes, there is a customer walk-in
22 facility in Sioux Falls. There is one in Sioux City.
23 There is one in Storm Lake.

24 MS. NELSON: Is the only one in South Dakota in Sioux
25 Falls?

1 A. I can't specifically say, but I believe so, yes.

2 MS. NELSON: And you do serve other places other than
3 Sioux Falls, right?

4 A. Yes.

5 MS. NELSON: And I would be interested in knowing then --
6 you think that that information is available at the
7 library?

8 A. My experience, I will tell you on that, is from
9 Illinois. And in Illinois our local libraries kept copies
10 of our utility rules and regulations.

11 MS. NELSON: Could you get that information for me?

12 A. Yes.

13 MS. NELSON: If it's available at the library, how do you
14 tell people that this information is available at the
15 library?

16 A. Okay. Any contact employee who would have worked at a
17 call center when I was manager there would have -- if a
18 customer had asked for it, would have made them available,
19 would have mailed them to them. If they said, well, can
20 you tell me what your rules or regulations are regarding
21 credit policies or signing for service, we would have just
22 sent them.

23 MS. NELSON: But you also -- I understood you to say you
24 don't necessarily tell people this. If they ask you, you
25 give them the information.

1 A. It doesn't often come up that I can recall.

2 MS. NELSON: You also said that each of your call centers
3 have these policies, right?

4 A. Yes.

5 MS. NELSON: Does that mean that your customer service
6 people who would be answering the phone and taking
7 complaints, issuing orders and all that, is that all done
8 at the call center?

9 A. That's all done by phone. Is that the question?

10 MS. NELSON: Yes, at those call centers in Sioux City,
11 Des Moines and wherever. Is that true?

12 A. Yes.

13 MS. NELSON: You said that there was somewhere, at least,
14 a copy of -- at each of those call centers these tariffs
15 and policies, correct?

16 A. Correct.

17 MS. NELSON: But that does not mean that all of the
18 customer service people who are answering the phone and
19 giving out that information necessarily have at their
20 fingertips -- like, for instance, when my daughter worked
21 at Yellow Freight, they have a big book. Somebody calls
22 in, every customer service person has this book.

23 They have the policies and procedures state by
24 state. When somebody asks, you look up the state and
25 town, and you tell people who can call in and want

1 information about what they ought to do in such and such a
2 case or emergency or whatever. You know, state by state,
3 policy by policy what information you hand out to
4 everybody that calls in.

5 All of their customer service people, every single
6 person who has access to the customer who is going to
7 answer that phone and be asked for information has the
8 same set of information.

9 Can you tell me whether or not all of your customer
10 service people who are answering the phone, dealing with
11 those customers, have right there when people call in and
12 ask those questions that kind of information or not?

13 A. Yes, they do. What they would have in front of them
14 on a desk would be a condensed version of application for
15 gas service. It would not have the complete verbiage of
16 the PUC tariff filings. But it would tell a CSR in an
17 abbreviated form that customers may sign for service
18 either by telephone, mail, or in person at an office.

19 MS. NELSON: But there is not South Dakota specific
20 information?

21 A. Yes, there is. Very definitely there is.

22 MS. NELSON: When you call and you're from South Dakota,
23 they can tell you exactly what --

24 A. Yes.

25 MS. NELSON: I was confused. You said you had in the

1 office this information. Now, to me that's a lot
2 different than everybody who is giving out the information
3 having that. Now, it's one thing to have it at your desk
4 and you go get it and look it up when somebody calls
5 versus somebody has to go to the office, find the book,
6 look it up. So it's available. That's what they're
7 making --
8 A. That's right. They have to have that available.
9 They're operating in South Dakota, Iowa, Nebraska, and in
10 Illinois. The South Dakota -- in the Sioux Falls office,
11 I would not expect that office, that walk-in facility, to
12 have Illinois rules nor Illinois have Davenport rules.
13 But the call centers need to have them because they take
14 calls from everywhere.
15 MS. NELSON: And all of their people have this state
16 specific information?
17 A. Yes.
18 MS. NELSON: Okay. I guess that takes care of it.
19 MR. BURG: Just to follow up for clarification. If I
20 understand right, if I called in for service and you
21 quoted me what I needed for service and I would say where
22 are you getting that, they would have available, could
23 read the applicable parts of the tariff? Maybe not
24 verbatim, but you have them?
25 A. Right.

1 MR. BURG: And if that person said I would like a copy of
2 those, you would make them available. You would mail them
3 one or something?

4 A. Yes.

5 MR. BURG: Which would be easier than going to the
6 library?

7 A. Much simpler, yes.

8 MR. BURG: But, in other words, they have a right to
9 request it, and you make it available?

10 A. That's correct. It would probably be more likely the
11 opposite way. I refuse to give you service, and you say
12 on what grounds. I whip out my tariff sheet and say under
13 Section 3.00 or 3.02, rejection of application. And they
14 say I want see that. We just put that in the mail to
15 them. I cannot recall -- I won't say any, but recently
16 any.

17 I can't say as manager in the call centers that we
18 ever receive that request. When I managed in a customer
19 office, occasionally somebody would come in and ask to see
20 them, and we would show them to them.

21 MS. WIEST: Any redirect?

22 MS. HUIZENGA: No.

23 MS. WIEST: Any further questions of this witness?

24 EXAMINATION

25 BY MR. ITTERMAN:

1 Q. I just have one. On Defendant's Exhibit 8, No. 2?

2 A. Yes.

3 Q. How do you verify that that is the tenant -- or excuse
4 me, that is the landlord calling in?

5 A. How do I verify?

6 Q. Or do you just accept that the person is the landlord?

7 A. You mentioned that you had contact with the company,
8 that you were the landlord of that property, and I would
9 believe there would be remarks then on that account that
10 would indicate you were the landlord there.

11 Q. So you're accepting the person's word, whoever is
12 calling in, that they are the landlord?

13 A. That's correct.

14 MS. WIEST: Any further questions?

15 MR. HOSECK: Yes, that brings up one.

16 EXAMINATION

17 BY MR. HOSECK:

18 Q. In this record, as demonstrated by Exhibit 8, it
19 would have indicated that Mr. Itterman made those
20 representations that he was the landlord. And I know that
21 you talked about this being redundant in the past, but is
22 there anything in your procedures that would dictate that
23 you put a little more detail in your record as to who was
24 calling in this type of a situation?

25 A. Is there anything in my procedures that would indicate

1 we should put more information on there?

2 Q. Yes.

3 A. See, what we see here on the history is just the
4 abbreviated record. There is more detail on that specific
5 application form from whenever that customer called in and
6 said would you please turn on service there. There would
7 be information about whether or not we needed a key to get
8 into the premise, where the meter was located.

9 A lot of that information is on that specific
10 record. There is an abbreviated record that a contact
11 employee can scan through briefly. There are things I
12 don't know about this record but things I can only
13 surmise, and I don't know that I ought to do that. It's
14 November 1. It's a customer who we know to be a landlord,
15 and it's the same rate as the off read in August. No gas
16 was used there.

17 Q. Would it be correct to say that this is then a
18 selective record of what has really occurred within
19 MidAmerican and Mr. Itterman's case?

20 A. I don't know what you mean by a selective record.

21 Q. Is it the complete record?

22 A. This is not the complete record of the order that was
23 entered on October 31. This is a summary of the time that
24 order was entered on the 31st. It's a date of completion,
25 and it's the comments that the serviceman put on the

1 order. They are not including the comments that the
2 contact employee put on the order.

3 Q. So in other words, so I understand it and the
4 commission understands this, the exhibits you furnished --
5 or when I say "you," your company, has furnished today,
6 Exhibits 5, 6 and 8 are not complete records but rather
7 constitute, for lack of better words, a summary?

8 A. 5 and 6 are complete. Certainly 4 is complete on that
9 page only. And 8 is the complete service order history
10 record. The service order history record simply in and of
11 itself is not the complete record of a transaction. It
12 doesn't tell me what the CSR documented on that specific
13 order regarding how many times we have to go out there,
14 was the tenant there, was the landlord there, was the
15 access arrangements made. There is a great deal of
16 information that would be on an order. This is a summary
17 of that order.

18 MR. HOSECK: Thank you.

19 MS. WIEST: Any further questions?

20 MS. NELSON: I have one. I guess back to how you verify
21 that it's the landlord or the tenant that's calling in.
22 The answer to the question really is you don't verify it,
23 right? He could have called in and said he was the
24 tenant, and you would have accepted that?

25 A. If he would have called in and said he was the tenant,

1 we would have asked for the standard information, which
2 would be the Social Security number, et cetera.

3 MS. NELSON: Which he had.

4 A. Which he had. If you called in and said you were the
5 tenant, we would have accepted that.

6 MS. NELSON: Interesting. At no point do you have to
7 physically do that? Like when I had my utilities hooked
8 up in Pierre, I tried the phone. It wouldn't work.

9 A. Not at no point. We talked about that a little
10 earlier. There would be some cases where we would want
11 to make sure that the person signing for service is the
12 person who is stating they're signing for service. Is
13 there a lease for this property? Again, it would be
14 indicated by --

15 MS. NELSON: How do you decide this?

16 A. Again, it's more of a credit issue. We have the
17 credit manager. You can ask her those questions. If it
18 appears there is a fraudulent attempt to attain service at
19 a premise, it just raises some flags. Our CSRs are pretty
20 experienced, and they talk to a number of customers every
21 day.

22 MS. NELSON: My question would apply also to the
23 application. How do you verify that that -- I mean, you
24 said sometimes you require the application, and sometimes
25 you don't. What information do you get that

1 necessarily -- how do you decide this?

2 A. We still take an application either by phone or in
3 person. In either case when a new tenant signs for
4 service, we'll take social security information. We'll
5 ask for date of birth. We'll ask for employment, get
6 enough information from the customer to determine that we
7 are actually talking to that customer, to that person.

8 MS. NELSON: 3.01 says you may do this. I thought I heard
9 you -- I think it was Mr. Hoseck asked. You said you may
10 or may not do that.

11 A. Let me clarify.

12 MS. NELSON: I thought I heard you say you didn't always
13 do it, that you might do it.

14 A. I'm sorry. If I indicated that, I did not mean to.
15 We always take an application. The last sentence says the
16 company may require the prospective customer to sign an
17 application for service. We do not always ask a customer
18 to come in and sign an application for service. We will
19 take it over the phone with proper identification.

20 MS. NELSON: I guess the question -- because I was
21 assuming if you apply, it's signed. But apparently not.
22 How do you determine if they are to sign or not sign?

23 A. You would be better to talk to the credit manager. If
24 they see outstanding remarks on the account, that would be
25 of a credit nature.

1 MS. HUIZENGA: One quick redirect.

2 EXAMINATION

3 BY MS. HUIZENGA:

4 Q. Looking at Defendant's Exhibit 8 for a moment, service
5 order history, does the service order history stay with a
6 particular account? I'm not saying the 19 or whatever,
7 but does it stay with a particular account?

8 A. Yes, it does.

9 Q. So are these the service orders for this account from
10 8/30/95 to 2/25/97?

11 A. 8/03/95, I think. 8/03/95, yes, it is.

12 Q. Now, on the right-hand column under the word "tenant,"
13 what does that tell you?

14 A. That the tenants have incremented from 16 through 20
15 over the period of time.

16 Q. Does the number there tell you anything about who
17 instituted that particular order?

18 A. We'll just go through them one by one. No. 6 says the
19 meter was disconnected. Comments: On August 9, call the
20 landlord. House is vacant. It says to me the tenant has
21 service disconnected.

22 No. 5 there is a turn off turn on again in the
23 landlord's name. The comments there, effective 8-1-95. I
24 don't know what that means, whether that means the
25 landlord letter Mr. Itterman was referring to was

400-34-1448

1 effective as of that time.

2 No. 4 comments, turn off turn on August 21. Just
3 states what the reads were. 7746 on August 23, we have a
4 read that was just 1 ccf higher.

5 And the third, the off read was 9192.

6 Q. So that there was no gas usage? Is that what you were
7 saying earlier?

8 A. That's correct. From the time that the turn off was
9 done on August 30, '96 through November 1 of '96, there
10 was no usage on the gas.

11 MS. HUIZENGA: That's all.

12 MS. NELSON: I have a couple more questions. Why would
13 there be no usage? There is always a minimum.

14 A. The meter was off though. That's why there was no
15 usage. No gas could flow through that meter. It was
16 physically stopped.

17 MS. NELSON: Who asked to have it off again?

18 A. I don't have that record here. On August 19 it was
19 requested to be turned off at 11:11 in the morning, and it
20 was completed on August 30 of '96.

21 MS. NELSON: So we don't know who asked to have it turned
22 off, and we don't know really who asked to have it turned
23 on. And is it true none of this stuff is really verified?

24 A. I don't know from this record who asked to have it
25 turned off and turned on.

1 MS. NELSON: But you have a record that tells us those
2 things, right?

3 A. There would be a physical record.

4 MS. NELSON: On the November 18 conversation, it didn't
5 show up anywhere in these records. Do you have any idea
6 why that would be? Am I -- are you implying it never
7 happened, or is there a logical reason why this could have
8 happened that it's not on here?

9 A. I don't have a record of a November 18 contact. I
10 believe a CSR would have documented a contact in which a
11 landlord would tell us that he's trying to get his tenant
12 to come in and sign.

13 MS. HUIZENGA: To speed this up, I have another witness
14 that will speak to that particular date.

15 MS. NELSON: Why it wasn't or wasn't there?

16 MS. HUIZENGA: Possible why.

17 MS. NELSON: Would it be possible somehow in your process
18 that maybe the November 18 conversation -- there is a
19 conversation on December 19. Is it possible that the
20 December 19 conversation could have been a November 18
21 conversation and the date would have been wrong? Does
22 somebody just type it? Could somebody put in the wrong
23 month? You could put a 9 instead of a 10.

24 A. This date is electronically entered as of the date the
25 contact -- that the remark was entered.

Q. 74:14:11

1 MS. NELSON: So nobody types it in. It's automatically
2 done right, right?

3 A. You type in the remarks, but then it's dated and
4 timed.

5 MS. NELSON: Who dates it? The machine does?

6 A. The computer does.

7 MS. NELSON: That's my question. Thank you.

8 MS. WIEST: You may call your next witness.

9 MS. HUIZENGA: We call Jeannette Lose.

10 JEANNETTE LOSE,
11 being first duly sworn, was examined and
12 testified as follows:

13 EXAMINATION

14 BY MS. HUIZENGA:

15 Q. Please state your complete name for the record.

16 A. Jeannette Irene Lose.

17 Q. Please state by whom you are employed and in what
18 position.

19 A. MidAmerican Energy Company. Credit manager.

20 Q. Do you have in front of you a document that has been
21 marked at this time Defendant's Exhibit 7?

22 A. Yes, I do.

23 Q. Can you please explain what this document is?

24 A. It is an accounts receivable history information sheet
25 from our customer -- from our customer information system

1 for Bruce Itterman at a service address of 625 West 20th
2 Street.

3 Q. Okay. Does it say on this record at any point the
4 date service commenced?

5 A. Yes. In the right-hand corner there is an on date.
6 It gives the month and the year, November '96.

7 Q. The date in -- the dates in the left-hand column,
8 there are a number of them, 3/21, 2/27, and on down. What
9 do those dates signify?

10 A. Since this is an accounts receivable history
11 information sheet, they signify the monthly bills that the
12 customer is billed, any late payment charges that are
13 accrued on the bill. If payment was received, the payment
14 would also apply on this screen to show the account
15 balance.

16 Q. Is there any significance to the fact that it does not
17 go any further back than 11/25/96?

18 A. Yes, there is. The first date that Mr. Itterman would
19 have been mailed a bill from MidAmerican Energy was on
20 November 25, 1996, with the due date of December 19, 1996.

21 Q. Is there a current balance due on this account?

22 A. Yes, the balance is \$428.75.

23 Q. Okay. In the period 11/25 through 2/27, were any
24 payments made on this account at all?

25 A. No. There has been no payments made on this account.

1 Q. Okay. Can you tell then when service was terminated
2 in Mr. Itterman's name from this?

3 A. Yes. It was terminated on February 27, 1997. The way
4 I can tell that is that's the day the final bill is mailed
5 is when we read the meter. That's the day the bill gets
6 mailed. That's that final billing date of 2/27/97.

7 Q. Thank you. That's all the questions I have. Oh, I'm
8 sorry. Excuse me. Is this record made in the normal
9 course of business of MidAmerican Energy Company?

10 A. Yes, it is.

11 Q. Is it made at or near the time of the events that are
12 written on the record?

13 A. Yes. It's a monthly -- it's updated monthly while the
14 customer is a customer of our company.

15 Q. Okay.

16 A. It's not been updated since then.

17 MS. HUIZENGA: MidAmerican moves the admittance of
18 Defendant's Exhibit 7.

19 MS. WIEST: Any objection?

20 MR. HOSECK: No objection.

21 MS. WIEST: If not, it's received.

22 MS. HUIZENGA: MidAmerican offers Ms. Lose for cross-
23 examination.

24 MS. WIEST: Do you have any questions, Mr. Itterman?

25 EXAMINATION

1 BY MR. ITTERMAN:

2 Q. Just this bill includes late payment and interest
3 charges. The \$428.75 would include all of those?

4 A. Yes. The late payment charges, in effect, are the
5 same as an interest charge, the balance to pay.

6 MR. ITTERMAN: Thank you.

7 MS. WIEST: Staff?

8 MR. HOSECK: Yes.

9 EXAMINATION

10 BY MR. HOSECK:

11 Q. Ms. Lose, looking at Exhibit No. 7, the late payment
12 charges, as I read it, were added on February 20 and March
13 21. Why were they added at that point in time?

14 A. That would be the day that the payment was due. The
15 February 20 bill -- first of all, a customer is billed.
16 They have approximately 20 days to pay their bill before
17 we read the meter again. Within the same five to seven
18 day window there, another bill gets generated.

19 If the customer hasn't paid their first bill, their
20 very first bill with our company, they would receive a
21 reminder notification. In effect, a free late payment
22 charge that says did you forget to pay us, and there is no
23 assessed late payment charge. That happens once a
24 calendar year for all customers.

25 In specific it applied to the November 25 bill that

1 was due December 19. And so then he was first assessed a
2 late payment charge on February 20. And then the next
3 month. As long as he continued to be a customer, he would
4 be assessed a late payment charge every month thereafter.
5 Q. But he wasn't -- if I'm understanding this correctly,
6 he wasn't assessed a late payment charge in December and
7 January then, was he?

8 A. No. I think I may have said that wrong. I did. It
9 should have been December 30, which was the late payment
10 charge and January 29. The first billing we don't ever
11 charge a late payment charge. It's the second billing,
12 which, in effect, we would mail a disconnect notice if the
13 customer doesn't pay their bill on or before the due date.

14 Q. Was the late payment charge assessed after he filed
15 this complaint with us?

16 A. Oh, no, sir. I mean, I don't know the date. I can't
17 quote. I don't have a copy of the complaint in front of
18 me. I don't know what date Mr. Itterman filed the
19 complaint, but these late payment charges are assessed
20 based on the due date of the bill.

21 Q. That leads me to another question. What is your
22 personal hands-on responsibility with regard to this
23 account?

24 A. My personal responsibility?

25 Q. Yes.

1 A. My personal responsibility for MidAmerican is managing
2 proactively the credit policy for our company for all four
3 states. As far as this account, just to testify for what
4 the accounts receivable screens mean.

5 Q. Okay. So I have this right in my mind, is it correct
6 that you didn't handle this account here in Sioux Falls or
7 anything of that nature or deal with Mr. Itterman?

8 A. No, I have not met Mr. Itterman before.

9 Q. Well, if we had a situation here -- I'll ask the
10 question in a hypothetical sense -- where there appears to
11 be something going on between a landlord and a tenant,
12 they may not be getting along with regard to the payment
13 of a utility bill, once you have knowledge of this -- and
14 when I say "you," I'm speaking of MidAmerican.

15 A. The company.

16 Q. Once your company has knowledge of this fact, is there
17 a point in time where this raises a red flag that maybe
18 the company should explore the situation a little bit and
19 see whether or not they have the right person that they're
20 billing?

21 A. MidAmerican does not get involved with any disputes
22 between a landlord and a tenant. That would be between
23 the landlord and the tenant because we're not a party to
24 that. What we are a party to is we have a relationship
25 with our customer of record.

1 Q. You have been present in the hearing room today, have
2 you not?

3 A. Yes, I have, sir.

4 Q. You heard the testimony of the other witnesses?

5 A. Yes, I have.

6 Q. Is there anything that would indicate to your company
7 that when a tenant is inactive and there is this dialogue
8 that has gone on and made of record in your records that
9 there has been an attempt to get the tenant to assume this
10 account or somehow assume responsibility in a situation,
11 is there anything within your procedures that raises a red
12 flag within your company to say wait a minute, we may have
13 a problem here in terms of collecting this bill?

14 A. You mean if we're having trouble collecting from one
15 party or the other, do we look to the other party to
16 collect it?

17 Q. No. In the fact situation that's been testified to
18 here today, there was a statement made by the landlord
19 that he was going to talk to the tenant again and things
20 of this nature, and that a couple times he indicated he
21 wanted the gas turned off. And this went on for a couple
22 of months.

23 Is there anything within your policies and
24 procedures that raises a red flag under that fact
25 situation that says, hey, wait a minute, maybe we should

1 explore this a little more closely?

2 A. No, sir. We don't get involved just because the
3 landlord is having trouble getting the tenant to establish
4 service in their name to go out and say you need to
5 establish service in your name.

6 If the landlord requests us to shut service off, we
7 would post the service with a 48-hour notice. If the
8 tenant doesn't choose to establish service within that 48
9 hours, then we would terminate the service no matter what
10 time of year it is.

11 If it's during the winter months, we have a
12 responsibility as a utility to talk to our customer, which
13 is our landlord in this case, and say have you winterized
14 the property. We have a responsibility to say wait a
15 minute. It's cold out. Have you winterized the
16 property. Give him the option. Does he want it shut off,
17 has he winterized it.

18 If he says, yes, he wants it shut off, he hasn't
19 winterized it, we note it's not winterized so we're not
20 responsible for frozen pipes. If he were to turn around
21 and tell us go ahead and shut it off, we would say, okay,
22 Mr. Itterman, I can shut that off in 48 hours. We have a
23 responsibility also -- since we know that you don't live
24 in that property, we have a responsibility to post
25 notification at that property to allow whoever the tenants

1 are that are living in the property the opportunity to
2 seek shelter. Now, MidAmerican chooses to do that.

3 Q. Do you have a general policy within your credit
4 division or department, whatever it might be called, that
5 basically goes along the line that it might be a safer bet
6 to stick the landlord for the bill than to fight with the
7 tenant?

8 A. Oh, no, sir. Our customer of record -- our
9 relationship with our customers is driven by that
10 customer, whether that customer is a landlord, a property
11 owner, or whether that customer is a tenant. MidAmerican
12 doesn't have any policy that we prefer to have any
13 different class, landlord, tenant, commercial customer.
14 It makes -- this doesn't sound right, but a customer is a
15 customer is a customer. We want all customers -- we want
16 everybody to be a customer of MidAmerican. We want to
17 serve any type of customer whether they're renting,
18 whether they own, whether it's a single-family dwelling.
19 So, no.

20 And we do not get involved in disagreements between
21 landlord and tenant. We do write our own policies and
22 procedures and do require that the customer of record is
23 the one that initiates service.

24 Q. Your Exhibit No. 7 talks about the balance here of
25 \$728.75 (sic). I believe Mr. Itterman said the bill was

1 something like over \$300. I don't recall the exact
2 amount. Do you have any way that you would explain that
3 difference in the bill?

4 A. First, it's not \$728. It's \$428.75. The amount that
5 Mr. Itterman quoted in his previous testimony was \$358.15,
6 which was the balance on January 29, which would not
7 include a late payment charge that was assessed on
8 February 20. The final bill when the service was shut off
9 or to transfer to somebody else's name February 27, at
10 that time MidAmerican would mail that final bill and give
11 the customer 20 days to pay it. So then the bill was due
12 on March 21.

13 If a customer didn't pay it by that date, any
14 customer, then a late payment charge is assessed to the
15 account. That is the difference between the \$358.15 and
16 the \$428.75 is that service wasn't final until February
17 27.

18 Q. Why don't you just write this bill off as
19 uncollectible?

20 A. The bill has gone to bad debt, and I believe if it
21 hasn't already been listed with a collection agency, which
22 I believe it has, it will be.

23 Q. You didn't answer my question. I just want to know
24 why you didn't write it off as uncollectible.

25 A. You mean just zero balance the account and settle it?

1 Q. Yes.

2 A. We have a responsibility to our right payers to
3 collect these bills. I have a responsibility to the
4 company that I'm employed with not to write any bills
5 off. We don't write bills off.

6 Q. So at this point in time, you believe this has gone to
7 a collection agency?

8 A. I don't have a credit screen here, but if it's gone --
9 if it's been listed with a credit agency, we aren't
10 actively pursuing it at this time because of the complaint
11 that's been filed because we do drop all credit action.

12 MR. HOSECK: I don't have any further questions. Thank
13 you.

14 MS. WIEST: Commissioners?

15 MS. NELSON: I have one. I guess I'm still confused a
16 little bit by -- Mr. Itterman said that he talked to you
17 people on about November 18, give or take a day or two.
18 Am I to understand from your testimony that you don't
19 think that's likely because he couldn't have possibly
20 gotten a bill until November 25th or November -- what was
21 the date you used?

22 A. Well, first of all, I'm certainly not saying that
23 Mr. Itterman is lying. What I'm stating is that the first
24 time we read the meter at 625 West 20th Street to send a
25 bill to Mr. Itterman was November 25th. So that night,

1 the night of November 25th, is the first time a bill went
2 in the mail to Mr. Itterman. Now, our records don't
3 indicate that Mr. Itterman contacted us on November 18.
4 MS. NELSON: I think it was his testimony -- and you were
5 in the room -- that he did get a bill, and that's why then
6 he was aware that he had a problem. He had received a
7 bill.
8 A. He could not have gotten a bill on this property on
9 November 18 because no bill was issued.
10 MS. NELSON: Okay. So for the record, this 11/25
11 reference that you have on the exhibit whatever it is over
12 here with the money on it --
13 A. 7.
14 MS. NELSON: 7. All that really says is that you billed,
15 right?
16 A. Yes.
17 MS. NELSON: I didn't find -- maybe it's here, and I
18 haven't seen it. On the other exhibits that you have that
19 show the screens and contacts and some of the information
20 that is contained on those screens, it doesn't show an
21 11/25 contact either, unless I missed it.
22 A. No, it doesn't. There is not one.
23 MS. NELSON: So in other words, the only contention that
24 you have is that you talked to him in December on the
25 19th? That's the first --

1 A. Yes. And while I'm not -- I'm certainly not going to
2 sit here and say we had no contact with Mr. Itterman, but
3 he said November 19. We do have it documented on here
4 that shows that he does call us on December 19. So I'm
5 wondering if he could maybe be a month off because then he
6 would have had a bill in his hand because he didn't have a
7 bill prior to November 25th.

8 MS. NELSON: And the remarks do reflect sort of his
9 testimony about what went on, what he said?

10 A. Yes.

11 MS. NELSON: Okay. Thank you.

12 MS. WIEST: Any other questions? Any redirect?

13 MS. HUIZENGA: Just a real short one.

14 EXAMINATION

15 BY MS. HUIZENGA:

16 Q. When you look at the amount due on 1/22/97, the
17 balance at that point, let's pretend that it's not --
18 let's go hypothetical and say that you had \$253.27 due on
19 an account that was a second bill. First bill had not
20 been paid. Around 1/22, if it were the middle of summer,
21 would that prompt any review by credit?

22 A. Yes, it would.

23 Q. What type of review would it prompt?

24 A. Credit would be reviewing the account and contacting
25 the customer for a past due bill.

1 Q. Are you saying there is potential for disconnection at
2 that point?
3 A. Yes.
4 Q. Would it be exactly the same in winter?
5 A. No.
6 Q. Why?
7 A. In the winter months customers receive a 30 day
8 additional notification, which Mr. Itterman would have
9 after the January 22nd bill. It would have been pursuant
10 to South Dakota regulations the normal notification.
11 MS. HUIZENGA: That's all.
12 MS. WIEST: Thank you. Do you have any more witnesses?
13 MS. HUIZENGA: No.
14 MS. WIEST: Can MidAmerican supply to the commission a
15 copy of the agreement with the landlord to turn this on
16 automatically, which is what was testified to at the
17 time?
18 MS. HUIZENGA: We didn't testify we had one.
19 A. Mr. Itterman testified we have it. But we don't --
20 our records do not indicate a landlord agreement with
21 Mr. Itterman.
22 MS. WIEST: Thank you.
23 MR. BURG: Is that what you asked for?
24 MS. WIEST: Yes. Thank you. Does staff have any
25 witnesses?

1 MR. HOSECK: No.

2 MS. WIEST: Does anyone have any closing statements?

3 Mr. Itterman? Or do you have any rebuttal, Mr. Itterman?

4 MR. ITTERMAN: Rebuttal, I don't know. Dates, can I --

5 MS. WIEST: If you would like to address this, you can

6 address it as rebuttal testimony.

7 MR. ITTERMAN: Can I submit notes that I kept?

8 MS. WIEST: Any objection to his notes?

9 MS. HUIZENGA: I would like to see them first.

10 MS. WIEST: Go ahead.

11 MS. HUIZENGA: MidAmerican notes that there is only

12 one time where 625 20th Street is listed where, as

13 Mr. Itterman previously testified, he has a lot of

14 properties. The mere fact he contacted MidAmerican Energy

15 Company, I don't think, has enough probative value.

16 MS. WIEST: You do object?

17 MS. HUIZENGA: It's a note that says MidAmerican Energy

18 Company and the phone number. There is nothing else

19 there.

20 MS. WIEST: Staff?

21 MR. HOSECK: I have no objection to it, and the commission

22 can afford whatever weight they want to this particular

23 exhibit and give it -- if it represents what Mr. Itterman

24 has in terms of any type of a recorded document of any

25 activity he has, I have no objection to it.

1 MS. WIEST: I'll admit that exhibit. That will be Exhibit
2 No. 9.

3 (Exhibit No. 9 was mark'd for identification.)

4 MS. WIEST: Anything else for rebuttal, Mr. Itterman? Any
5 statements for the record?

6 MR. ITTERMAN: Just that sitting here, I guess to me it
7 seems clear what occurred is that the tenant probably
8 called in representing me, and that's how it got turned
9 on. I was thinking they have no record of a tenant -- or
10 of a landlord letter. That puts things automatically in
11 my name. I can't explain that. There seems to be some
12 discrepancy in what was reported, what was said, and what
13 wasn't.

14 It seems that there was confusion and probably a
15 problem with the tenant, and that would seem to make sense
16 to me as to why they thought I called it in when I didn't,
17 and then all of the proceedings.

18 So as far as rebuttal, no, I'm just sorry we
19 couldn't resolve this and taking up your time.

20 MS. WIEST: Any questions on his rebuttal testimony?

21 MR. BURG: I would just ask one question. Are you on the
22 record denying that you called and asked to have service
23 turned on on 10/31?

24 MR. ITTERMAN: Yes.

25 MR. BURG: Let me ask this question continuously. 10/31

1 is what's basically -- or that would be October 31st?
2 A. Correct.
3 MR. BURG: That's what I would consider the beginning of
4 frost season, freeze time. Would you have not had that
5 turned on?
6 MR. ITTERMAN: This is a side-by-side duplex. There is
7 heat that transmits quite readily through that one center
8 wall. So the possibility of pipes freezing is quite rare
9 and --
10 MR. BURG: So the tenant on the other half was going to
11 pay it, right?
12 MR. ITTERMAN: Right.
13 MR. BURG: That's all I have.
14 MS. WIEST: Any other questions?
15 MS. HUIZENGA: No.
16 MS. WIEST: Thank you. Anyone want to make any closing
17 statements? The commission will take this -- staff, did
18 you have any?
19 MR. HOSECK: No.
20 MS. WIEST: The commission will take this under
21 advisement. Since there aren't any legal issues, we won't
22 require briefs on it. We'll inform the parties of the
23 commission's decision. Thank you.
24 (The hearing was concluded at 3:20 p.m.,
25 September 29, 1997.)

1 STATE OF SOUTH DAKOTA)

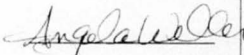
2 :SS

CERTIFICATE

3 COUNTY OF MINNEHAHA)

4
5
6 I, Angela Weller, Court Reporter in
7 the above-named County and State, certify that the
8 above-entitled proceedings were reported by me, and the
9 foregoing pages 1 - 99, inclusive, are a true and correct
10 transcript of my stenotype notes.

11 Dated at Sioux Falls, South Dakota, this 22nd
12 day of October, 1997.

13
14
15
16 
17 Angela Weller

PLEASE TYPE OR PRINT CLEARLY

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

COMPLAINT

Complainant(s): (The party filing the complaint)		Respondent(s): (The person or Company complained against)	
Name	BRUCE ITTERMAN	Contact Person	UNKNOWN ?
Address	27144 476 TH AVE	Company	MIDAMERICAN ENERGY
City, State, Zip	WHEELS, SD 57632	Address	
Work Phone	605-339-9100	City, State, Zip	DES MOINES, IA
Home Phone	605-343-5466	Work Phone	515-458-4470
Cellular Phone		Cellular Phone	515-633-1003
Fax	605-339-3509	Fax	

If the Complainant is represented by an attorney, please list the attorney's name, address, telephone number and fax number below:
If Complainant is not represented by an attorney, please leave blank:

The facts giving rise to my complaint:

I, BRUCE ITTERMAN OWNER OF 625 W. 20TH ST, SD, HAVE A DISPUTE OVER A GAS BILL WITH MIDAMERICAN ENERGY. THE BILL COVERS THE PERIOD NOV. 96 - JAN. 97. AS STATED IN THE LEASE, THE TENANT IS RESPONSIBLE FOR THE GAS. WHEN I RECEIVED A BILL AT 625 W. 20TH I CALLED M.E. TO HAVE THE BILL CORRECTED, PUT IN THE TENANT'S NAME. THEY SAID THEY WOULD NOT DO THAT. I THEN TOLD THEM TO TURN OFF THE GAS. THEY INSISTED I GET THE TENANT TO CALL. I CONTACTED THE TENANT AND THEY SAID THEY WOULD CALL. WHEN I CALLED M.E. AGAIN, M.E. SAID NO ONE HAD CALLED. I TOLD THEM TO TURN THE GAS OFF. THEY SAID THEY WOULD NOT DO THAT. I ASKED TO SPEAK WITH A SUPERVISOR. I WAS CONNECTED TO VOICE MAIL AND LEFT MESSAGES TWICE. I WAS NEVER CONTACTED. THIS WAS THE DES MOINES OFFICE. IN JAN. 97 I CALLED AND GOT THE SIOUX FALLS OFFICE. THEY SAID ANY RESOLUTION WOULD HAVE TO COME FROM THE DES MOINES OFFICE. TO DATE, I HAVE ONLY BEEN SENT BILLS AND A COLLECTION LETTER, NO OTHER RESPONSE. "THE PROBLEM" THERE IS A LEGALLY BINDING CONTRACT THE COURT SAYS IS BINDING ON ALL PARTIES. IF THE PROPERTY IS SOLD THE CONTRACT IS BINDING ON THE NEW OWNERS. IF MANAGEMENT IS CHANGED THE CONTRACT IS BINDING ON THEM AS WELL. ALL OTHER UTILITY COMPANIES HONOR THESE CONTRACTS. M.E. IS THE ONLY ONE NOT HONORING CONTRACTS. ALSO, WHEN THE GAS IS IN MY NAME AND I TELL THEM TO TURN IT OFF THEY REFUSE TO DO SO. THEREFORE, IT SEEMS THE POLICY FOR M.E. IS TO LEAVE THE GAS ON AND CHARGE THE LANDLORD.

**** A SIDE NOTE. IN DEALING WITH M.E. THE ATTITUDE OF THE DES MOINES OFFICE IS HOSTILE WHILE THE SIOUX FALLS OFFICE IS COOPERATION. IF MORE DETAIL IS NEEDED PLEASE CALL.

NOTE: Please attach additional pages, if necessary, to explain your situation. Also enclose copies of any which may pertain to your complaint.



NG97-009
RECEIVED
JUN 16 1997
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RESOLUTION REQUEST

I ask that the Public Utilities Commission grant the following relief. (What do you think the Commission should do to solve this problem?)

I AM NOT RESPONSIBLE FOR THE BILL PERTAINING TO 625 W. 20TH COVERING THE PERIOD NOV. 96 - JAN. 97. MIDAMERICAN ENERGY HONOR LEGALLY BINDING CONTRACTS.

NOTE: Please attach any additional pages, if necessary.

VERIFICATION

Signature must be witnessed by a notary public.

Bruce Itterman
Complainant's Signature

6-12-97
Date

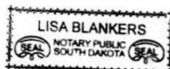
State of South Dakota

County of Minnehaha

On this 12th day of June, 1997, before me personally came and appeared Bruce Itterman known to me to be the individual described herein and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lisa Blankers
Signature of Notary Public



(SEAL)
My Commission expires: 1-29-05

LEASE AGREEMENT

THIS LEASE, made and entered into this _____ day of _____, 19____, by and between _____ of _____ hereinafter called "Owner" and _____ hereinafter called "Resident".

WITNESSETH

1. LEASED PREMISES: Owner, for and in consideration of the rentals hereinafter provided and the performance of the covenants and agreements hereinafter contained, hereby leases to Resident and Resident hereby leases from Owner, the property located at _____ Phillips in Sioux Falls, SD for use as private residence only.
2. INITIAL LEASE TERM: The initial term of the Lease shall commence on the _____ day of _____, 19____, and end the _____ day of _____, 19____.
3. OTHER MATTERS AFFECTING LEASE TERM: This Contract will be automatically renewed on a month-to-month basis (beginning with the first day following the end of the initial term) unless written notice of termination is given by either party at least 30 days before the end of the above lease term or unless another rental contract is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or prior resident's holding over, Owner shall not be liable to Resident for such delay, and the Contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, (2) Resident may terminate by giving notice in writing to Owner no later than the third day of delay, whereupon Resident shall be entitled only to refund of deposit(s). Such conditions shall not apply to cleaning and repair delays.
4. NOTICE: At least one full month's written notice of intent to vacate must be given to Owner's representative prior to the end of the above lease term and any renewal or extension period. This means that this Lease Agreement can only be terminated at the expiration of the initial term or any extension thereof and that a written notice of intent to do so must be delivered to the Owner's representative 30 days prior to the intended termination. In the case of a lease having been renewed on a month-to-month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the Lease shall be given at least 30 days prior to the effective date of the rent increase or terms modification as set forth in SDCL 43-32.13.
5. SECURITY DEPOSIT: Resident agrees that security deposit(s) shall be the total sum of \$_____ payable on or before the signing of this Contract. Refunds shall be made in accordance with the attached SECURITY DEPOSIT AGREEMENT which is a part of the Contract. The 30 day written notice provision in the Contract will be strictly enforced.
6. RENT: Resident(s) will pay \$_____ per calendar month for rental, payable in advance and without demand of the office of _____ at _____ on or before the _____ day of the month without a grace period. Rent paid after the _____ day of each month shall be deemed as late; and if rent is not paid within five (5) days of the above date, Resident agrees to pay a late charge of \$20.00 plus \$2.00 per day until paid in full. Resident agrees to pay a \$20.00 charge (+ sales tax) for each returned check. The prorated rent from the date of move-in to the _____ day of the month of _____ is \$_____. The above rental figure is for a _____ located at _____ Resident's right to possession is expressly contingent on the prompt payment of rent, and the use of

the premises by Resident is obtained only on the condition that the rent is paid on time. Owner may require that all rent and other sums due be paid in one monthly check rather than multiple checks. If the rent payment is not received by the due date, the Owner may elect to serve a quit and vacate notice and Resident agrees to quit and vacate the above Dwelling within three (3) day of service of notice.

7. UTILITIES: Owner will furnish the following utilities: _____

Resident shall pay for all other utilities. All utilities shall be used for ordinary household purposes only. Utilities are to begin in the name of Resident(s) from the 1st day of possession through the last date for which Resident(s) are responsible for rent, whether or not property is occupied.

8. THE DWELLING WILL BE OCCUPIED ONLY BY: (list all adults & minors) _____

9. PETS: Residents will not permit a pet, even temporarily in the premises unless permission is granted in writing by the Owner's representative. The presence of an unauthorized pet will subject Resident to the penalties, damages, deductions, and termination provisions set forth in the SECURITY DEPOSIT AGREEMENT.

10. SUBLETTING: Subletting, assignment or securing a replacement will be allowed only upon written approval of Owner.

11. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT: When moving out, Resident agrees to surrender Dwelling in the same condition as when received. Resident has examined and accepted the Dwelling, fixtures and/or furniture as is. Resident shall have right to report defects or damages to the Owner's representative at the time of check-in, which is completed before Resident takes possession of Dwelling. Residents shall use reasonable diligence in care of the property or fixtures; no holes shall be put in the walls, ceilings, woodwork, or floors; no waterbeds (unless covered specifically by Renter's insurance policy), antenna installations, additional locks shall not be permitted except by Owner's written permission. Resident will not move Owner's fixtures, furniture and/or furnishings from the Dwelling for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage; thereafter, light bulbs will be replaced at Resident's expense.

12. ALTERATIONS: Residents shall make no alterations, additions, or improvements to the leased Dwelling without the prior written consent of the Owner. Any alterations, improvements or additions shall remain with the leased Dwelling and become the property of the Owner upon termination of the Lease. The expense of all such items shall be borne entirely by the Resident.

13. RULES AND REGULATIONS: Resident, his family, and guests will comply with all written rules and regulation furnished to the Resident. Owner may make reasonable rule changes, if in writing and distributed to all Residents. Resident agrees that the conduct of himself and his family and guests shall never be disorderly, boisterous or unlawful.

14. RESIDENT AGREES TO REIMBURSE OWNER PROMPTLY for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by Resident, his agents, family or guests. Residents shall be responsible for damage from windows or doors left open. Such reimbursement is due when Owner's representative makes demand. Owner's failure to or delay in demanding reimbursements, late payment charges, pet penalties, or other sums due by Resident shall not be deemed a waiver, and Owner may demand same at any time, including move out.

15. OWNER WILL NOT BE LIABLE: Owner will not be liable for any damages or losses to person or property caused by other Residents or other persons. Owner shall not be liable for personal injury or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft.

- vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God, or other causes whatsoever. Owner requires that Resident secure his own insurance to protect himself against all of the above occurrences. Residents shall supply _____ with a copy of the declaration page of a paid insurance policy before moving into the Dwelling.
16. **REPAIRS AND MALFUNCTIONS:** Resident agrees to request all repairs and services in writing to Owner's representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, Resident shall notify Owner's representative immediately and Owner shall act with due diligence in making repairs and rent shall not abate during such periods.
- 16A. **SMOKE DETECTORS:** Owner will furnish a smoke detector in each residence. Residents agree to test smoke detectors at least once monthly and maintain the batteries in working condition. Residents will contact Owner if smoke detector is inoperative according to paragraph 16.
17. **WHEN OWNER MAY ENTER:** Owner's representative or servicemen may enter at reasonable times for the following purposes: requested repairs, extermination, preventive maintenance, emergency safety or fire inspections, showing apartment to building inspectors, fire marshals, mortgage lenders, prospective purchasers, or insurance agents, or to prospective residents (after lease termination notice has been given).
18. **OWNER'S OBLIGATION:** Owner agrees to a) keep all areas of rental complexes in reasonably clean conditions; b) properly maintain hot water heating, and/or air conditioning equipment; c) abide by applicable state and local laws regarding repairs; d) make all reasonable repairs, subject to Resident's obligations to pay for damages caused by Resident, his family or guests. Some repairs are not the Owner's responsibility, i.e., broken glass, clogged drains, furnace filters. Resident shall maintain the interior of the leased Dwelling and shall keep premises free from all dirt and other refuse matter; and shall pay for all repairs the Landlord must make to eliminate all damages caused by the negligence of the Resident, its guests, agents or servants. This Covenant on the part of the Resident shall not be construed to cover reasonable wear and tear, damage by the elements and damage by fire or other casualty against which Owner shall be insured.
19. **DEFAULT BY RESIDENT:** If Resident fails to pay rent or other lawful charges when due; or if Resident fails to reimburse Owner for damages, repairs, or plumbing service costs when due; or if Resident, his family, guests, to other occupants violate this Contract or Owner's rules and regulation or applicable state and local laws; or if Resident abandons the Dwelling or otherwise violates lease; then Owner or Owner's representative may terminate Resident's right of occupancy by giving Resident three day's notice in writing. Notice may be by mail or personal delivery to Resident's dwelling. Such termination does not release Resident from liability for future rents. If Owner prevails in any suit for eviction, Resident shall be liable for unpaid rents, charges or damages, court costs and reasonable attorney's fees; and all amounts shall bear 12% interest from due date. Owner may report rental and damage records to credit bureaus for recording in Resident's credit record as permitted by law.
20. **GENERAL:** This contract and its attachments are the entire agreement between the parties, the Resident acknowledges that no other oral or written agreement exists, either expressed or implied. This contract may be modified only in writing signed by all parties. All Resident's statements in the rental application were relied upon by the Owner in executing this contract and any misinformation therein shall be considered cause for termination by Owner of Resident's right of occupancy. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this contract. Each of the undersigned states that he is of legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the county where the Dwelling is

located. Any clause in this contract or attachment hereto declared invalid by law shall not terminate or invalidate the remainder of this contract.

21. **THIS CONTRACT** is executed in multiple copies, one for the Resident(s) and one or more for the Owner. Attached to each copy hereof is the SECURITY DEPOSIT AGREEMENT. A copy of the Owner's rules and regulations, if any, will be furnished when Resident moves in, or earlier if desired. When the MOVE-IN INVENTORY AND CONDITION form is completed before Resident moves in, both Owner and Resident shall retain a copy thereof.
22. **SPECIAL PROVISIONS:** Owner does not guarantee a dry basement and encourages resident to take necessary precautions.

THIS IS A BINDING LEGAL DOCUMENT
READ CAREFULLY BEFORE SIGNING.

Resident(s)

Owner or Representative



MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4194
Des Moines, Iowa 50308

By Facsimile
June 17, 1997

Leri Healy
South Dakota Public Utilities Commission
State Capitol
Pierre, SD 57501-5070

Re: Bruce Itterman

Dear Ms. Healy:

MidAmerican Energy Company provides the following information in response to Bruce Itterman's Complaint filed on June 16, 1997 concerning gas bills for the period November 1996 through January 1997 for the premise located at 625 W. 20th Street, Sioux Falls. MidAmerican believes Bruce Itterman is responsible for bills at that premise totaling \$428.75, for the period November 1, 1996 through February 25, 1997.

The following is a summary of the MidAmerican's records for this premise from November 1, 1996, when service was established for Mr. Itterman, until February 25, 1997, when service was terminated at Mr. Itterman's request. Our records indicate Mr. Itterman is the property owner/landlord for this premise.

October 31, 1996	Gas service ordered on for Bruce Itterman.
November 1, 1996	Gas service turned on, meter reads taken, pilots lights lit (except for water heater)
November 1, 1996	MEC called the Itterman's advising teenagers were in house when serviceman turned on service, locked door after teenagers were out.
December 19, 1996	Mr. Itterman contacted MEC by phone. Asked if tenant had contacted MEC to establish service. Was informed MEC had not been contacted by the tenant to establish service here. Mr. Itterman indicated that he would contact the tenant once more regarding this and would call MEC at a later date to determine if the tenant had established service and stated if the tenant had not contacted MEC by this later date, he would place a shut off order.

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JUN 18 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

FAX Received JUN 17 1997



Leni Healy
June 17, 1997
Page 2

January 9, 1997	Mr. Itterman contacted MEC by phone, spoke with the same representative. The representative informed Mr. Itterman the tenant had not contacted MEC to establish service. Mr. Itterman was informed that he was responsible for the bill. Mr. Itterman indicated that he did not believe that he was responsible for the bill since he has a written agreement from the tenants. Mr. Itterman's request to establish service on behalf of his tenant was denied. Mr. Itterman was informed that the tenant needed to contact MEC and request service. As a result of their conversation, Mr. Itterman wanted to speak to a supervisor. He was provided the name of a supervisor. Itterman indicated that he would call at a later date and speak with the supervisor.
February 25, 1997	Itterman spoke with another representative regarding his bill. He informed her that he would let the PUC take care of this matter. Itterman advised new tenant moving in.
February 25, 1997	MEC received call from Vanessa Cobb requesting service be transferred into her name.
February 25, 1997	Service established for Vanessa Cobb.

As set forth above, Mr. Itterman specifically requested service be established for him at 625 W. 20th Street, Sioux Falls, on November 1, 1996. Subsequent to that request, MidAmerican provided bills for gas service to Mr. Itterman on November 25, 1996, December 30, 1996, January 29, 1997, and a final bill on February 27, 1997 (see Attachment 1). On February 25, 1997, Mr. Itterman indicated a new tenant would be moving in February 27, 1997. Also on February 25, 1997, MidAmerican received a request from Vanessa Cobb to start service in her name at that time.

In addition, follow-up contacts were made by Mr. Itterman on November 19 and December 9, for the purpose of determining whether the account had been transferred into a tenant's name. During the contacts prior to February 25, 1997, there was no request by Mr. Itterman to terminate service on a date certain.



Leni Healy
June 17, 1997
Page 3

In Mr. Itterman's Complaint he indicates he believes MidAmerican should honor his "legally binding contract." The contract which Mr. Itterman has referenced is a Lease Agreement which would be executed between an "Owner" and "Resident." He further indicates paragraph 7 of this Lease Agreement specifies utility responsibility. MidAmerican is not a party to this Lease Agreement and is not bound by that agreement. Our contractual agreement for provision of gas service is between MidAmerican and our "customer of record," Bruce Itterman (at his specific request). MidAmerican provided service to 625 W. 20th Street, Sioux Falls, to Bruce Itterman for the period November 1, 1996 through February 25, 1997, in consideration for payment as specified in its tariffs approved by the South Dakota Public Utilities Commission.

Mr. Itterman's account was subject to credit review in January 1997 for nonpayment. In accordance with ARSD 20:10:20:10, Residential Winter Disconnection, an additional 30 days is allowed before disconnecting service. The account was finalized for Mr. Itterman, so it was not longer necessary to consider further activity with regard to disconnection of service. MidAmerican believes Bruce Itterman is responsible for the bills for gas service totaling \$428.75 provided to 625 W. 20th Street, Sioux Falls, for the period November 1, 1996 through February 25, 1997.

Sincerely,

A handwritten signature in cursive script that reads "Barbara A. Coughlin".

Barbara A. Coughlin
Senior Legal Assistant
319/333-8012

Enclosure

ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 1
 NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
 SERV ADD 625 W 20TH ST 06/17/97
 CITY/ST SIOUX FALLS, SD BALANCE 428.75 CIS ACTIVITY MULT
 LLRD MAIL SERV G

AREC ***** ACCOUNTS RECEIVABLE HISTORY INFORMATION *****

DATE	TRAN	PAY CODE/ DUE DATE	UTILITY BILL/PAYMENT	OTHER BILL/PAYMENT	BALANCE
03/21/97	LPMT		\$6.34		\$428.75
02/27/97	BILL DUE	03/21/97	\$58.89		\$422.41
02/20/97	LPMT		\$5.37		\$363.52
01/29/97	BILL DUE	02/20/97	\$104.88		\$358.15
12/30/96	BILL DUE	01/22/97	\$177.60		\$253.27
11/25/96	BILL DUE	12/19/96	\$75.67		\$75.67

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

ATTACHMENT 1



MidAmerican
ENERGY

RECEIVED

AUG 18 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MidAmerican Energy Company
One RiverCenter Place
100 East Second Street
P.O. Box 4252
Sioux Falls, SD 57108
315-333-8006 Telephone
315-333-8021 Facsimile

Karen M. Hutzenga
Secretary

August 14, 1997

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: Docket No. NG97-009
South Dakota Public Utilities Commission

Dear Mr. Bullard:

Enclosed please find an original and two copies of MidAmerican Energy Company's Answer in the above-captioned matter. We request you date-stamp and return one copy in the enclosed envelope for our files. A certificate of service is also enclosed.

Sincerely,

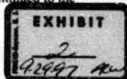
KMH-ckt
Encl.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,) ANSWER
AGAINST MIDAMERICAN ENERGY COMPANY) NG97-009
REGARDING A BILL)

Comes now, MidAmerican Energy Company ("Respondent" or "MidAmerican"), by and through its attorneys, and for its Answer to Complaint in the above-captioned proceeding states:

1. Respondent, MidAmerican Energy Company, denies the allegations in Bruce Itterman's ("Complainant's") Complaint.
2. MidAmerican's records indicate gas service was established at 625 W. 20th Street, Sioux Falls, for Bruce Itterman on November 1, 1996, at Mr. Itterman's request. Gas service to 625 W. 20th Streets, Sioux Falls, was terminated on February 25, 1997, in accordance with Bruce Itterman's request.
3. Complainant states that when he received a bill he asked to have the bill "corrected," i.e., put in his tenant's name. According to MidAmerican records Complainant contacted MidAmerican on December 19, 1996. Complainant did not request gas service be terminated at that time. However, he did ask if the tenant had requested service and was advised he/she did not. Complainant said he would check once more with the tenant.
4. Complainant states that MidAmerican did not honor a lease agreement between Bruce Itterman and a tenant. MidAmerican is not a party to the lease and said contract is not binding upon MidAmerican. Therefore, on January 9, 1997, MidAmerican again refused to transfer service to Complainant's tenant, explaining service could be transferred only upon authorization of the tenant. Complainant did not request that gas service be discontinued to the



premise at that time.

5. MidAmerican was in compliance with its tariff.

MidAmerican's South Dakota Sales Tariff, Original Issue Sheet No. 5 also provides:

The Company will supply gas service to a customer until notified by the customer to discontinue service or unless the Company is justified to disconnect services as defined in 11.03 of Section V.

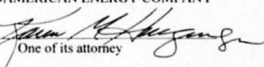
MidAmerican was notified by Complainant of his intention to terminate service at 625 W. 20th Street, Sioux Falls, on February 25, 1997. Gas service was terminated in accordance with Complainant's request.

Conclusion

MidAmerican established service and terminated service for Bruce Itterman as Mr. Itterman requested. The charges of \$428.75 for gas service rendered from November 1, 1996 to February 25, 1997, are the responsibility of Complainant. Pursuit of payment of those charges is in accordance with the South Dakota Administrative Rules and MidAmerican's tariffs.

MIDAMERICAN ENERGY COMPANY*

By


One of its attorney

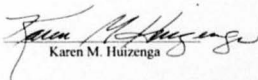
Suzan M. Stewart, Managing Senior Regulatory
Attorney

Karen M. Huizenga, Attorney
106 East Second Street
P. O. Box 4350
Davenport, Iowa 52808
Telephone (319) 333-8006

PROOF OF SERVICE

I hereby certify that I have on this 17th day of August, 1997, served a copy of the foregoing document on the following parties:

Bruce Itterman
27144 476th Avenue
Harrisburg, SD 57032


Karen M. Huizenga



RECEIVED

AUG 28 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MidAmerican Energy Company
One RiverCenter Place
184 East Second Street
P.O. Box 4350
Des Moines, Iowa 50319
319 281-8006 Telephone
319 281-8021 Facsimile

Karen M. Huizenga
Attorney

August 25, 1997

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: Docket No. NG97-009
South Dakota Public Utilities Commission

Dear Mr. Bullard:

Please find enclosed an amended original and two copies of page 1 of MidAmerican Energy Company's Answer in the above-captioned matter. The amendment is necessary simply to correct a typographical error in the caption of the Answer. The caption has been changed to substitute the correct party's name as Complainant. We request you date-stamp and return one copy in the enclosed envelope for our files. A Certificate of Service is also enclosed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen M. Huizenga".

KMH-ckt
Encl.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED	)	
BY BRUCE ITTERMAN, HARRISBURG, SD.	)	ANSWER
AGAINST MIDAMERICAN ENERGY COMPANY	)	NG97-009
REGARDING A BILL	)	

Comes now, MidAmerican Energy Company ("Respondent" or "MidAmerican"), by and through its attorneys, and for its Answer to Complaint in the above-captioned proceeding states:

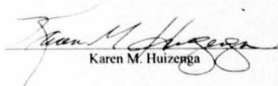
1. Respondent, MidAmerican Energy Company, denies the allegations in Bruce Itterman's ("Complainant's") Complaint.
2. MidAmerican's records indicate gas service was established at 625 W. 20th Street, Sioux Falls, for Bruce Itterman on November 1, 1996, at Mr. Itterman's request. Gas service to 625 W. 20th Streets, Sioux Falls, was terminated on February 25, 1997, in accordance with Bruce Itterman's request.
3. Complainant states that when he received a bill he asked to have the bill "corrected," i.e., put in his tenant's name. According to MidAmerican records Complainant contacted MidAmerican on December 19, 1996. Complainant did not request gas service be terminated at that time. However, he did ask if the tenant had requested service and was advised he/she did not. Complainant said he would check once more with the tenant.
4. Complainant states that MidAmerican did not honor a lease agreement between Bruce Itterman and a tenant. MidAmerican is not a party to the lease and said contract is not binding upon MidAmerican. Therefore, on January 9, 1997, MidAmerican again refused to transfer service to Complainant's tenant, explaining service could be transferred only upon authorization of the tenant. Complainant did not request that gas service be discontinued to the



PROOF OF SERVICE

I hereby certify that I have on this 25th day of August, 1997 served a copy of the foregoing document on the following party:

Bruce Itterman
27144 476th Avenue
Harrisburg, South Dakota 57032


Karen M. Huizenga



MIDAMERICAN ENERGY COMPANY
P.O. Box 778
Sioux City, Iowa 51102

SOUTH DAKOTA SALES TARIFF
SD P.U.C. Section No. V
Original Issue Sheet No. 5

RULES AND REGULATIONS

3.00 Application for Gas Service

3.01 Application - Application for natural gas service may be made by the owner or occupant in control of property in person, by telephone, or by mail. When applying for service, the customer may be required to furnish personal identification and other pertinent information deemed necessary to properly administer the service account. Application for service must be made and accepted by The Company prior to the commencement of the use of Company's service. Company may require the prospective customer to sign an "Application for Service" before receiving service.

3.02 Rejection of Application - The Company may refuse applications for gas service upon reasonable grounds. The following situations qualify as reasonable grounds: Reasons for Refusal of Service as defined in 11.01 of Section V, service is not economically feasible, service to a new applicant might affect the supply of natural gas to other customers, failure of customer to agree to comply with the Rules and Regulations, improper use of gas service or equipment, or The Company and/or the applicable interstate pipeline are unable to provide the necessary gas supply or transportation. The Company may refuse residential service to any customer indebted to the Company for service rendered at a previous residential address until the customer has paid or made satisfactory arrangements to pay such indebtedness and has complied with other requirements for service where the request for service is at a new address. The Company may likewise refuse to render business service to any customer indebted to the Company for service rendered at a previous business address until that customer has paid or made satisfactory arrangements to pay such indebtedness and has complied with other requirements for service where the request for service is at a new address. The Company may also refuse to render service to a customer who is presently living with a former customer who had not paid his or her bill at the same residence.

3.03 Duration - The Company will supply gas service to a customer until notified by the customer to discontinue service or unless the Company is justified to disconnect service as defined in 11.03 of Section V. The customer will be responsible for payment of all service provided to the date of the discontinuance. All service is subject to the rates, rules and regulations stated in this tariff. The Company will terminate service upon reasonable notice. Reasonable notice is deemed to be not less than two working day's notice from the customer, provided the Company is given reasonable access to the Company's facilities on customer premises. If reasonable notice and access are not provided, the customer will be liable for the billings until such time that access is gained. When access is not provided and a final reading cannot be obtained, and the Company is knowledgeable that a new tenant or owner should be responsible for service, the Company reserves the right to render a final bill based on an estimated final reading of the meter at the premises.

I Def. Pg 4

Date Filed September 22, 1995 Effective Date November 15, 1995

Issued By James J. Howard, Vice President
Gas Administrative Services

0
1
4
1
7
4
1
9

ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 5
NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
SERV ADD 625 W 20TH ST 09/24/97
CITY/ST SIOUX FALLS, SD BALANCE 428.75 CIS ACTIVITY NONE
MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

12/19/96 60542 CUSTOMER INFORMATIVE
REMARK BRUCE CALLING TO SEE IF NP HAS CALLED TO GET SERVICE, ADV NO
ONE HAS CONTACTED US YET, HE SAYS WILL TELL THEM ONCE MORE
AND CALL BACK, IF STILL HAS NOT CALLED WILL SHUT OFF. MSP

11/01/96 32960 PREMISE INFORMATIVE
REMARK CALLED LLRD SPOKE TO MRS ITTERMAN-ADVISED 874 CHASED TWO TEE
NAGERS OUT OF HOUSE WHEN THERE TO TOWN. THE TEENAGERS ATTEMPTED
TO RETURN. HE CHASED THEM OUT AGAIN AND LOCKED THE BACK
DOOR. MRS THANKED US.

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

I 929.97 MW
Def. Ex. 25

0141.47.120

ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 4
NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
SERV ADD. 625 W 20TH ST 09/24/97
CITY/ST SIOUX FALLS, SD BALANCE 428.75 CIS ACTIVITY NONE
MAIL SERV G

RMKI ***** REMARKS INFORMATION *****

DATE TAKEN OPER SEGMENT TYPE OF REMARK

01/09/97 60542 CUSTOMER INFORMATIVE
REMARK THINK HE IS RESPONSIBLE FOR THE BILL. ADV HIM HES NOT IF HE
HAS TENANTS LIVING HERE. HE SAYS HE HAS A WRITEN AGREEMENT
SIGNED BY THEM AND WANTED TO JUST PUT THE SERVICE IN THEIR N
AME. ADV COULD NOT DO THAT, TENANTS NEED TO REQUEST THE SERVI
CE. AND I ALSO ADV THAT I SPOKE W/HIM LAST MONTH AND (CONT)
01/09/97 60542 CUSTOMER INFORMATIVE
REMARK BRUCE CALLING DISPUTING HIS BILL., SAYS TENANTS ARE LIVING HE
RE AND HE HAS TOLD THEM TO GET SERVICE PUT IN THEIR NAME, ADV
THEY HAVE NOT CALLED TO DO THAT AND HE IS STILL BEING BILLED
FOR THE SERVICE HERE. AND BILL IS BETWEEN HIM AND HIS TENAN
TS, HE SAID BILL IS BETWEEN US AND HIM BECAUSE HE DONT (CONT)

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

10/21/97
Def. E. 6 m

ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 3
NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
SERV ADD, 625 W 20TH ST 09/24/97
CITY/ST SIOUX FALLS, SD BALANCE 428.75 CIS ACTIVITY NONE
MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

02/25/97 60571 CUSTOMER INFORMATIVE
REMARK OWNER BRUCE ITTERMAN SAID HE WOULD LET THE PUC TAKE CARE OF
THIS BUSINESS ABOUT THIS BILL THERE IS A TENANT GOING IN ON
2-27-97 KQ

01/09/97 60542 CUSTOMER INFORMATIVE
REMARK HE WAS GOING TO GIVE THEM ONE MORE CALL AND THEN CHECK BACK
TO SEE IF THEY TRANS OR NOT AND IF NOT WAS GOING TO SHUT OFF
AT THAT TIME BUT HE NEVER CALLED BACK. SAYS HE WANTED LEGAL
DEPT TO FILE THIS AGAINST US AND GAVE HIM SUPRV NAME AND HE
WILL CALL BACK TO TALK TO MICKEY 1/10 ABOUT THIS. MSP

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

0141.471122
ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 1
NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
SERV ADD 625 W 20TH ST 09/25/97
CITY/ST SIOUX FALLS, SD BALANCE 428.75 MAIL CIS ACTIVITY NONE
SERV G

AREC ***** ACCOUNTS RECEIVABLE HISTORY INFORMATION *****

DATE	TRAN	PAY CODE/ DUE DATE	UTILITY BILL/PAYMENT	OTHER BILL/PAYMENT	BALANCE
03/21/97	LPMT		\$6.34		\$428.75
02/27/97	BILL DUE 03/21/97		\$58.89		\$422.41
02/20/97	LPMT		\$5.37		\$363.52
01/29/97	BILL DUE 02/20/97		\$104.88		\$358.15
12/30/96	BILL DUE 01/22/97		\$177.60		\$253.27
11/25/96	BILL DUE 12/19/96		\$75.67		\$75.67

TRAN CODE - _____

PF3 - END

PF8 - FWD

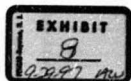
PF15 - MENU

1-4-1997
Def. & 7

ACCT NO 8750540-19 CYCLE 19 STATUS CHRG OFF ON DATE 11/96 PAGE 1
NAME ITTERMAN, BRUCE B RD ROUTE 7041 RMKI CRED
SERV ADD 625 W 20TH ST 07/15/97
CITY/ST SIOUX FALLS, SD BALANCE 428.75 MAIL CIS ACTIVITY IRMK
SERV G

ORDH ***** SERVICE ORDER HISTORY *****
CONTROL DATE TIME DESCRIPTION STATUS COMPLETE POSTED SVMAN TENANT
1. 97406576 02/25/97 0859 TOFF/TONN COMPLETE 02/25/97 02/27/97 32883 20
COMMENTS TFTO RD. 9957, 2/25/97
2. 96452915 10/31/96 0852 TONN LLRD COMPLETE 11/01/96 11/04/96 32874 19
COMMENTS T-ON RD 9192 LITE APPL DIDNT LITE WH NO WATER SHC
3. 96438505 08/19/96 1111 TOFF COMPLETE 08/30/96 09/04/96 32842 18
COMMENTS S-OFF READ 9192
4. 95438988 08/16/95 1532 TOFF/TONN COMPLETE 08/21/95 08/24/95 32856 18
COMMENTS TFTO 8/21 RD 7746, 8/23 RD 7747
5. 95437715 08/10/95 0924 TOFF/TONN LLRD COMPLETE 08/01/95 08/10/95 32879 17
COMMENTS EFFECTIVE 8-1-95
6. 95436532 08/03/95 1518 MTR DISCONNECT FOLLW UP 08/09/95 08/09/95 33198 16
COMMENTS 8-9-95 CALL LANDLORD HOUSE IS VACANT..SKP

ENTER DESIRED LINE NUMBER PF3 - END PF8 - FWD PF15 - MENU



11-26

MARK WALTERS

WITNESS ¹⁹⁹⁰⁻¹⁹⁹¹ 8:00 622-1603 705 S. 667-66

(1991)
LARELL LAMOTHE - 336-1095 working on Mike W to
C.K. Lamer from Longfellow

Morgan 730-2930 each rd.

Lamar 360-4663 2nd rd. from morning

To Mill except dinner there.

Rogers 6-7780

11-27

Andy H out del. 2nd 9:15

Vivian 800-622-1003 705 corner, 625 20th
Bates, shut off

Mary

Rogers 605 336-7780

Landtelle 336-1095

Todd ^{collected}
336-1418

361-1919

19, 12:5

Don Wright 594-6107
361-2202

Jan 12-1946 15 140/m



360-960

Allison Ludman 334-9078 ^{AC no-lem} → JAN. 31, 1996

Jim Bruehly 357-7228

Brad Pitt Inc.

373-0004 NA

~~373-0004~~

366-9419 NA

336-3943 - LAURE

12-21

Lodi H. 362-0452

Allison Ludman 334-9078

BATHROOM WALL - TUB WALL

Pets problem - bedroom carpet

door knob from garage to house

TAXES:

2105 ENGELWOOD 5050.52

3044 MAYFAIR 7225.92

Leroy 602-935-9506 ; KEITH RUE 338-7234
Doug Brown

Dennis Garcia - Albany Lot 361-8914, 360-0453
Get lot in industrial

Midamerica Energy 800-622-1003

Daylen 331-5095 To Ludman, get bid
Keith Inc 8-7234

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED)	FINAL ORDER AND
BY BRUCE ITTERMAN, HARRISBURG, SD,)	DECISION; NOTICE OF
AGAINST MIDAMERICAN ENERGY COMPANY)	ENTRY OF FINAL ORDER
REGARDING A GAS BILL)	NG97-009

On June 16, 1997, the Public Utilities Commission (Commission) received a complaint filed by Bruce Itterman, Harrisburg, South Dakota, against MidAmerican Energy Company (MidAmerican). The complaint concerns billings for natural gas service incurred during the period November 1996 to January 1997, for rental property owned by Mr. Itterman located in Sioux Falls, South Dakota. Mr. Itterman stated when he received a gas bill for the rental property he called MidAmerican and requested the bill be put in the tenant's name or, in the alternative, the gas turned off. Both requests were denied by MidAmerican. Mr. Itterman stated he is not responsible for the gas bill for the rental property because the lease agreement signed by the tenant stated that the tenant is responsible for paying for gas service. Further, Mr. Itterman asked that MidAmerican honor leases because they are legally binding contracts.

At its regularly scheduled July 15, 1997, meeting, the Commission found probable cause of an unlawful or unreasonable act, rate, practice, or omission and served the complaint on MidAmerican. MidAmerican filed its response on August 18, 1997.

Pursuant to an Order for and Notice of Hearing dated September 18, 1997, the hearing was held September 29, 1997, at the Days Inn Empire, 3401 Gateway Boulevard, Sioux Falls, South Dakota. At the end of the hearing, the Commission took the matter under advisement.

At its November 18, 1997, meeting, the Commission considered this matter. The Commission voted to find that Mr. Itterman was not responsible for the bill incurred at 625 W. 20th Street in Sioux Falls, South Dakota, in the amount of \$428.75 because the evidence failed to show that Mr. Itterman initiated service for that account.

Based on the evidence and testimony presented at the hearing, the Commission enters the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

I

On June 16, 1997, the Commission received a complaint filed by Bruce Itterman, Harrisburg, South Dakota, against MidAmerican. In his complaint, he alleged he was not responsible for the bill incurred at 625 W. 20th Street, Sioux Falls South Dakota, for the time period from November of 1996 through February of 1997.

II

The amount of the bill incurred during that time period at 625 W. 20th Street is \$428.75. Tr. at 84.

III

Mr. Itterman stated that he did not initiate service at the address around the first of November, 1996. Tr. at 8. He assumed it must have been initiated by a landlord letter. Id. He further stated that he and a new tenant entered into a lease at 625 W. 20th Street on October 31, 1996. Tr. at 14.

IV

MidAmerican's records do not indicate that it has a landlord agreement with Mr. Itterman. Tr. at 96. MidAmerican's records indicate that someone called in on October 31, 1996, to initiate service and, on November 1, 1996, the service was turned on. Exhibit 8.

V

MidAmerican allows a customer to call in over the telephone to begin or disconnect service. Tr. at 75.

VI

After learning at the hearing that no landlord letter existed, Mr. Itterman stated that the tenant must have called in representing him and that is how service was initiated on November 1, 1996. Tr. at 98.

VII

The Commission finds that Mr. Itterman did not call MidAmerican to initiate service on October 31, 1996. The Commission finds Mr. Itterman's testimony that he did not call to initiate service on October 31, 1996, is credible because he had just signed a lease with a tenant on October 31, 1996. It is not reasonable to believe that Mr. Itterman would have placed service in his name on the day his tenant moved in since the tenant is responsible for the utilities.

VIII

Since Mr. Itterman did not initiate service he is not responsible for the bill in the amount of \$428.75.

CONCLUSIONS OF LAW

I

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26 and 49-34A, and ARSD 20 10 01 15.

II

The Commission concludes that Mr. Itterman is not responsible for the \$428.75 bill incurred at 625 W. 20th Street during November of 1996, through February of 1997.

It is therefore

ORDERED that Mr. Itterman is not responsible for the \$428.75 bill incurred at 625 W. 20th Street during November of 1996 through February of 1997.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 2nd day of December, 1997. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 2nd day of December, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

William Kiebo

Date

12/4/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner