

202 South Main Street Le Sueur, Minnesota 56058 Toll Free: (888) 931-3411 Fax: (507) 934-6675 www.greatermngas.com

September 24, 2015

#### VIA ELECTRONIC FILING

Mr. Daniel P. Wolf Executive Secretary Minnesota Public Utilities Commission 121 7<sup>th</sup> Place East, Suite 350 St. Paul, MN 55101-2147

Re: Compliance Filing

Miscellaneous Change—Tariff Revisions

Docket No. G022/M-15-\_\_\_

Dear Mr. Wolf:

Attached hereto, please find Greater Minnesota Gas, Inc.'s Miscellaneous Filing of Tariff Changes in compliance with the Commission's Order in Docket No. G022/AA-14-728 and its directive in Docket No. G022/15-315.

Pursuant to Minn. Rule 7829.1300, subp. 2, GMG has served a copy of this filing on the Office of Attorney General – Residential Utilities Division. A summary notice of the filing will be provided to other parties pursuant to Minn. Rules 7825.2840 and 7829.1300, subp. 2. All individuals on the attached service list have been electronically served as appropriate.

Thank you for your assistance. Please do not hesitate to contact me should you have any questions or concerns or if you require additional information. My direct dial number is (507) 665-8657 and my email address is kanderson@greatermngas.com

Sincerely,

GREATER MINNESOTA GAS, INC.

/s/ Kristine A. Anderson Corporate Attorney

Enclosure

cc: Service List

## **CERTIFICATE OF SERVICE**

I, Kristine Anderson, hereby certify that I have this day served a true and correct copy of the following document to all persons at the addresses indicated on the attached list by electronic filing, electronic mail, or by depositing the same enveloped with postage paid in the United States Mail at Le Sueur, Minnesota:

Greater Minnesota Gas, Inc.'s Miscellaneous	Change	Tariff	Filing
Docket No. G022/M-15	_		

filed this 24<sup>th</sup> day of September, 2015.

/s/ Kristine A. Anderson Kristine A. Anderson, Esq. Corporate Attorney Greater Minnesota Gas, Inc.

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.m n.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Kristine	Anderson	kanderson@greatermngas. com	Greater Minnesota Gas, Inc.	202 S. Main Street  Le Sueur,  MN  56058	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Sharon	Ferguson	sharon.ferguson@state.mn .us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Brian	Gardow	bgardow@greatermngas.c om	Greater Minnesota Gas, Inc.	PO Box 68  Le Sueur, MN 56058	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Nicolle	Kupser	nkupser@greatermngas.co m	Greater Minnesota Gas, Inc.	202 South Main Street P.O. Box 68 Le Sueur, MN 56058	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Greg	Palmer	gpalmer@greatermngas.co m	Greater Minnesota Gas, Inc.	PO Box 68 202 South Main Stree Le Sueur, MN 56058	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Greater Minnesota Gas, IncOfficial Service List 2015

# STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger Chair

Nancy Lange Commissioner
Dan Lipschultz Commissioner
John Tuma Commissioner
Betsy Wergin Commissioner

Docket No. G022/M-15-\_\_\_\_

In the Matter of Greater Minnesota Gas, Inc.'s Tariff Revisions

## **SUMMARY OF FILING**

Please take notice that on September 24, 2015, Greater Minnesota Gas, Inc. ("GMG") filed a Miscellaneous Change document with the Minnesota Public Utilities Commission ("Commission") identifying two primary changes to its tariff language. Specifically, GMG's curtailment penalty amount was amended consistent with the Commission's Order dated August 24, 2014; and, the term of GMG's Gas Affordability Program was extended pursuant to an order of the Commission stemming from its September 17, 2015 Agenda Meeting. The Miscellaneous Change Filing reflects the Commission's orders.

Dated: September 24, 2015 /s/ Kristine A. Anderson

Kristine A. Anderson Corporate Attorney Greater Minnesota Gas, Inc.

202 S. Main Street

Le Sueur, MN 56068 Phone: 888-931-3411

# STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger Chair

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John Tuma Commissioner
Betsy Wergin Commissioner

Docket No. G022/M-15-\_\_\_\_

In the Matter of Greater Minnesota Gas, Inc.'s Tariff Revisions

MISCELLANEOUS CHANGE-TARIFF REVISIONS

Greater Minnesota Gas, Inc. ("GMG") hereby submits a proposed revision of two sections of tariff. One relates to the penalty assessed for failure to curtain gas use for interruptible customers. The other relates to the extension of its existing Gas Affordability Program ("GAP").

## **SUMMARY OF FILING**

Pursuant to Minnesota Rule Part 7829.1300, Subpart 1, a one-paragraph summary of this filing, sufficient to apprise potentially interested parties of its nature and general content, accompanies this filing.

## SERVICE ON REQUIRED AND INTERESTED PARTIES

Pursuant to Minnesota Rule Part 7829.1300, Subpart 2, GMG served a copy of this Report on the Residential Utilities Division of the Office of the Attorney General. Pursuant to Minnesota Rule Part 7825.2840, GMG served the Summary of Filing and Notice of Availability of Report on all parties reflected on the accompanying Certificate of Service and Service List.

## GENERAL FILING INFORMATION

Pursuant to Minnesota Rule Part 7829.1300, Subpart 3, the following specific content is provided:

## A. Name, Address and Telephone Number of the Utility

Greater Minnesota Gas, Inc. 202 South Main Street P.O. Box 68 Le Sueur, Minnesota 56058 Telephone: (888) 931-3411

## B. Name, Address and Telephone Number of the Attorney for Utility

Outside Counsel: Eric F. Swanson

Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 350 Minneapolis, Minnesota 55402-4629

Telephone: (612) 604-6400

In-House Counsel: Kristine A. Anderson

Corporate Attorney

Greater Minnesota Gas, Inc.

202 S. Main Street Le Sueur, MN 56068 Phone: 888-931-3411

## C. Date of Filing and Proposed Effective Date of Rate Change

Date Filed: September 24, 2015

Proposed Effective Date: Immediate

## D. Statute Controlling Time Frame for Processing Filing

Greater Minnesota Gas, Inc. is unaware of any statute that controls the time frame for processing this filing by the Commission.

## E. Utility Employee Responsible for this Filing (and Signature):

/s/ Kristine A. Anderson

Kristine A. Anderson, Esq.

Corporate Attorney

## F. Filing Description, Impact, and Reasons

The filing includes a proposed tariff revision to comply with two directives the Commission. The first increases the curtailment penalty charge when an interruptible service customer fails to curtail gas use when directed to do so. The second reflects an extension of the time of GMG's Gas Affordability Plan.

## **DISCUSSION**

Following its consideration of the AAA reports of each natural gas company, the Commission directed that GMG amend its tariff to reflect a curtailment penalty amount of \$5.00 per therm. This miscellaneous filing includes the tariff revision to comply with that order.

At a separate meeting, the Commission considered GMG's GAP Annual Report at its September 17, 2015 meeting. At that time, the Commission also discussed the status of GMG's consideration of revisions to its program. At the meeting, the Commission directed GMG to extend its existing program through December 31, 2016 and to update its tariff accordingly. This filing constitutes the requisite revision of GMG's tariff in compliance with the Commission's directive. As of the date of

GMG Miscellaneous Tariff Revisions Page 3

filing, the Commission's Order has not yet been released. In the event that the written Order provides alternate direction, GMG will submit an amended filing. GMG also respectfully notes that it is proposing a complete program revision that would replace its existing program for 2016. Once its program changes have been approved, GMG will incorporate subsequently revised language in its tariff.

Dated: September 24, 2015

Respectfully submitted, /s/ Kristine A. Anderson Kristine A. Anderson Corporate Attorney Greater Minnesota Gas, Inc. 202 S. Main Street Le Sueur, MN 56068

Phone: 888-931-3411

## General Interruptible Service (Continued) Rate Code IND1

Section V 4<sup>th</sup> Revised Sheet No. 14

Returning to the Fixed Rate. A customer who has been on the flexible rate for at least six months can give the Company notice that in an additional six months customer wishes to return to the fixed rate. The notice is made void if the customer thereafter voluntarily uses an alternate fuel or service.

<u>Flexible Rate Exemption</u>. The Company shall not offer or impose the flexible rate in competition with indigenous biomass energy.

<u>Non-Agreement Penalties</u>. If Company and customer cannot agree to a flexible distribution charge and customer nonetheless uses gas then customer shall be charged the maximum allowable flexible distribution charge, plus all other applicable charges and penalties.

#### **Determination of Cost of Gas**

The billed Cost of Gas is the above Base Cost of Gas adjusted by the Purchased Gas Adjustment as provided for in the Purchased Gas Adjustment Clause.

## **Monthly Minimum Charge**

Facility Fee

## Additional Charge for Unauthorized use of Gas During Service Curtailment, Interruption, or Restriction

If customer fails to curtail, interrupt, or otherwise restrict use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate rates above, the higher of (i) \$5.00 per CCF, or (ii) and amount equal to any payment Company is required to make to its transporting pipeline, Northern Natural Gas (NNG), as a result of such failure to curtail, interrupt, or restrict service as follows:

If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the NNG daily delivery variance charge or critical day charge in effect for such day multiplied by customer's unauthorized use volume. Currently, the charge is \$11.30 per CCF. As NNG revises it rate schedules, the Company's rate will be adjusted accordingly.

Such payments, however, shall not preclude Company from shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

#### Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations, Section VI-2.

#### **Term of Agreement Service**

Service agreement shall be for a term of not less than one year. Upon expiration of term, agreement continues in force until terminated by at least 30 days' written notice by either party.

Date Filed: September 24, 2015 Effective Date: Immediately

By: Greg Palmer President/CEO

Docket No. G022/AA-14-728 Order Date: August 24, 2015

St. Peter, Minnesota 56082 Gas Rate Book	
	<u> </u>
General Interruptible Service (Continued)	Section V
Rate Code IND1	3 <sup>rd</sup> 4 <sup>th</sup>
Revised Sheet No. 14	<del></del>

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Returning to the Fixed Rate. A customer who has been on the flexible rate for at least six months can give the Company notice that in an additional six months customer wishes to return to the fixed rate. The notice is made void if the customer thereafter voluntarily uses an alternate fuel or service.

<u>Flexible Rate Exemption</u>. The Company shall not offer or impose the flexible rate in competition with indigenous biomass energy.

Non-Agreement Penalties. If Company and customer cannot agree to a flexible distribution charge and customer nonetheless uses gas then customer shall be charged the maximum allowable flexible distribution charge, plus all other applicable charges and penalties.

## **Determination of Cost of Gas**

**Greater Minnesota Gas. Inc** 

The billed Cost of Gas is the above Base Cost of Gas adjusted by the Purchased Gas Adjustment as provided for in the Purchased Gas Adjustment Clause.

#### **Monthly Minimum Charge**

Facility Fee

## Additional Charge for Unauthorized use of Gas During Service Curtailment, Interruption, or Restriction

If customer fails to curtail, interrupt, or otherwise restrict use of gas hereunder when requested to do so by Company, customer shall pay, in addition to the appropriate rates above, the higher of (i) \$45.00 per CCF, or (ii) and amount equal to any payment Company is required to make to its transporting pipeline, Northern Natural Gas (NNG), as a result of such failure to curtail, interrupt, or restrict service as follows:

If NNG calls an operational flow order, system operation limitation (SOL) or critical day, the additional charge for unauthorized use will be equal to the NNG daily delivery variance charge or critical day charge in effect for such day multiplied by customer's unauthorized use volume. Currently, the charge is \$11.30 per CCF. As NNG revises it rate schedules, the Company's rate will be adjusted accordingly.

Such payments, however, shall not preclude Company from shutting off customer's supply of gas in the event of customer's failure to curtail, interrupt, or restrict the use thereof when requested by Company to do so.

#### **Late Payment Charge**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations, Section VI-2.

#### **Term of Agreement Service**

Date Filed: August 31, 2010 September 24, 2015

Effective Date: November 1, 2010 Immediately

Order Date: -August 19, 201024, 2015

By: Michael L. Jablonske Greg Palmer

President/CEO

Docket No. G022/GR-09-962-AA-14-728

### Gas Affordability Program ("GAP") Rider

Section V 2<sup>nd</sup> Revised Sheet No. 21

#### 1. Availability

Available to residential customers who received Low Income Home Energy Assistance Program ("LIHEAP") assistance during the most recent federal fiscal year. ("Qualified Customers").

## 2. Participation Cap

Participation in the GAP by Qualified Customers will be capped at three percent of Greater Minnesota Gas's ("GMG") total residential customers.

## 3. Program Description and Rate Impact for Qualified Customers

The GAP is designed to meet the requirements of Minn.Stat.§ 216B.16, subd.15, concerning low income programs and has two components: an affordability component and an arrearage forgiveness component. GMG's GAP pilot is extended through December 31, 2016 or such time as the Commission approves an alternative program.

Affordability Component: The Affordability Component of the GAP consists of a waiver of the monthly facility charge of a Qualified Customer. This waiver is a program cost that will be included in a deferred account, for recovery in GMG's next general rate case. The Affordability Component will be reviewed & administered on a quarterly basis.

<u>Arrearage Forgiveness Component</u>: The Arrearage Forgiveness Component of the GAP consists of a one-time bill credit of \$102.00 to be applied to a Qualified Customer's bill at the end of the program year if the Qualified Customer makes 12 consecutive months of timely payments. This bill credit is a program cost that will be included in a deferred account, for recovery in GMG's next general rate case.

#### 4. Application Process and Conditions of Service

Participation in the GAP is open to all Qualified Customers on a first come, first served basis, up to a maximum of three percent of GMG's current residential customer base.

The GAP is offered on a calendar year basis, beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>. GMG will mail information on the GAP including an application to participate to all residential customers who received Low Income Home Energy Assistance Program ("LIHEAP") assistance during the most recent federal fiscal year on or about November 1<sup>st</sup> of each year. The application must be completed in full and returned to GMG by November 30<sup>th</sup> of each year.

Regardless of arrearage levels, GMG agrees to maintain service and suspend collection to Qualified Customers as long as the Qualified Customer maintains timely payments.

Qualified Customers agree to notify GMG of any changes in address and any changes in their eligibility as a Qualified Customer. Qualified Customers who do not continue to qualify under the provisions of Section 1, above, may be removed from the GAP.

(Continued on Sheet No. V-21)

Date Filed: September 24, 2015	Effective Date:	09/24/2015
By: Greg Palmer		

President & CEO

Docket No. G022/M-15-315	Order Date:
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## Gas Affordability Program ("GAP") Rider (Continued)

Section V 2<sup>nd</sup> Revised Sheet No. 22

#### 4. Application Process and Conditions of Service (Continued)

A Qualified Customer who fails to pay two consecutive monthly payments will be terminated from the GAP and will be subject to GMG's regular collection activities, including the possibility of disconnection.

#### 5. Customer Notice

GMG submitted a revised GAP customer notice and application form to the Minnesota Public Utilities Commision on December 20, 2012.

Revisions to the GAP customer notice and application form may be proposed in the future by GMG, after consultation with the Commission's Consumer Affairs Office, and approved by the Commission's Executive Secretary.

## 6. Cost Recovery

The GAP program costs include the Affordability Component costs, the Arrearage Forgivness Component costs, and carrying charges, calculated based on the overall cost of captial approved by the MPUC in GMG's most recent rate case ("Program Costs"). GMG will establish a deferred account for all Program Costs, for review and recovery in GMG's next general rate case.

#### 7. Annual Tracker Reporting and Evaluation

GMG's obligation to annually track and report information regarding the GAP will begin on January 1<sup>st</sup> and end on December 31, 2016. By March 31<sup>st</sup> each year, GMG will file a report with the Commission indicating:

- 1. Total number of customers that received a LIHEAP grant during the previous year.
- 2. Total number of customers that participated in GAP during the previous year.
- 3. Total number of customers removed from GAP during the course of the year
- 4. Total dollars billed to customers in GAP by GMG during the year.
- 5. Total dollars paid by LIHEAP on behalf of customers in GAP during the year
- 6. Total dollars paid by customers in GAP during the year
- 7. Total dollars in credits issued to customers in GAP as a result of the Affordability Component and the Arrearage Foregiveness Component during the year.

## 8. End-of-Term Program Evaluation

GMG will provide an evaluation for the two year extension period (January 1, 2013 – December 31, 2014) program by June 1, 2014.

<u>Analysis of Program</u>: GMG will report its conclusions regarding the reported evaluation data and GMG's proposal concerning the GAP on a going forward basis.

#### 9. Program Revocation

Upon approval by the Commission, the GAP is effective for its current term, extended until December 31, 2015, unless the Commission, after notice and hearing, rescinds or amends its order approving the GAP.

(Continued on Sheet No. V-22)

Date Filed: September 24, 2015	Effective Date: 09/24/2015
Date Filed. September 24, 2015	Effective Date. 09/24/2015
By: Greg Palmer	
President & CEO	

Docket No. G022/M-15-315

Ord	er L	Date:	

Greater Minnesota Ga	as, Inc.
Le Sueur, Minnesota	56082
Gas Rate Book	

## Gas Affordability Program ("GAP") Rider (Continued)

 $\begin{tabular}{ll} Section V \\ 2^{nd} & Revised Sheet No. 23 \end{tabular}$ 

## 10. Applicability

Unless otherwise specified in this GAP Rider, Qualified Customers in the GAP shall receive service in accordance with all terms and conditions of the standard gas service tariffs applicable to residential customers.

Date Filed: September 24, 2015 Effective Date: 09/24/2015

By: Greg Palmer President & CEO

Docket No. G022/M-15-315 Order Date: \_\_\_\_\_

## Gas Affordability Program ("GAP") Rider

Section V 4<sup>st</sup>2<sup>nd</sup> Revised Sheet No.

21

#### 1. Availability

Available to residential customers who received Low Income Home Energy Assistance Program ("LIHEAP") assistance during the most recent federal fiscal year. ("Qualified Customers").

## 2. Participation Cap

Participation in the GAP by Qualified Customers will be capped at three percent of Greater Minnesota Gas's ("GMG") total residential customers.

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<u>Arrearage Forgiveness Component</u>: The Arrearage Forgiveness Component of the GAP consists of a one-time bill credit of \$102.00 to be applied to a Qualified Customer's bill at the end of the program year if the Qualified Customer makes 12 consecutive months of timely payments. This bill credit is a program cost that will be included in a deferred account, for recovery in GMG's next general rate case.

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Regardless of arrearage levels, GMG agrees to maintain service and suspend collection to Qualified Customers as long as the Qualified Customer maintains timely payments.

Qualified Customers agree to notify GMG of any changes in address and any changes in their eligibility as a Qualified Customer. Qualified Customers who do not continue to qualify under the provisions of Section 1, above, may be removed from the GAP.

Date Filed: December 20, 2012 September 24, 2015				
	Effective Date:		_09/24/2015	
By: Greg Palmer President & CEO				
Docket No. G022/CI-08-1175		- <u>M-15-315</u>		
	Order Date:		_	

(Continued on Sheet No. V-21)

## Gas Affordability Program ("GAP") Rider (Continued)

Section V

Revised Sheet

No. 22

## 4. Application Process and Conditions of Service (Continued)

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GMG submitted a revised GAP customer notice and application form to the Minnesota Public Utilities Commission on December \_\_\_\_\_, 2012. The Commission approved this revised GAP customer notice and application form on \_\_\_\_\_\_\_, 2012.20, 2012.

Revisions to the GAP customer notice and application form may be proposed in the future by GMG, after consultation with the Commission's Consumer Affairs Office, and approved by the Commission's Executive Secretary.

## 6. Cost Recovery

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GMG's obligation to annually track and report information regarding the GAP will begin on January 1<sup>st</sup> and end on December 31, <del>2014</del>2016. By <del>June 1<sup>st</sup> March 31<sup>st</sup></del> each year, GMG will file a report with the Commission indicating:

- 1. Total number of customers that received a LIHEAP grant during the previous year.
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Date Filed: December 20, 201	2September 24.	2015
•		09/24/2015
By: Greg Palmer President & CEO		
Docket No. G022/ <del>CI-08-1175</del>	Order Date:	- <u>M-15-315</u>

## Greater Minnesota Gas, Inc. Le Sueur, Minnesota 56082 Gas Rate Book

Upon approval by the Commission, the GAP is effective for its current term, extended until December 31, 2015, unless the Commission, after notice and hearing, rescinds or amends its order approving the GAP.

(Continued on Sheet No. V-22)

Date Filed: December 20, 2012  By: Greg Palmer President & CEO	2 <mark>September 24,</mark> Effective Date:	
Docket No. G022/ <del>Cl-08-1175</del>	Order Date:	<u>-M-15-315</u>

Greater Minnesota Gas, Inc. Le Sueur, Minnesota 56082 **Gas Rate Book** 

## Gas Affordability Program ("GAP") Rider (Continued)

Section V 4<sup>st</sup>2<sup>nd</sup> Revised Sheet

No. 23

## 10. Applicability

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Date Filed: December 20, 2012 September 24, 2015

Effective Date: \_\_\_\_\_09/24/2015

By: Greg Palmer President & CEO

Docket No. G022/CI-08-1175

Order Date: \_\_\_\_\_