

DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

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IN THE MATTER OF THE APPLICATION OF ABACO ENERGY SERVICES, LLC TO ESTABLISH SERVICE RATES AND TERMS OF SERVICE	UTILITY DIVISION Docket No. D2020.7.082
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STIPULATION AND SETTLEMENT AGREEMENT

ABACO Energy Services, LLC (“ABACO”) and the Montana Consumer Counsel (“MCC”), Boyne USA, Inc. (“Boyne”), and Shoshone Condominium Hotel Unit Owners Association, Inc. (“Shoshone”) (collectively the “Parties”) have agreed to the following Stipulation and Settlement Agreement (“Stipulation”) to resolve all issues raised by the Parties in this Docket.

BACKGROUND

1. On July 15, 2020, ABACO filed an application with the Montana Public Service Commission (“Commission”) seeking to establish service rates and terms of service for its operations in Big Sky, Montana in the area of the Big Sky Resort.
2. The MCC, Boyne, and Shoshone each intervened in this docket, and opposed the rates requested by ABACO, and raised other various issues regarding ABACO’s application.
3. The Parties engaged in written discovery and submitted pre-filed direct and rebuttal testimony of various lay and expert witnesses.
4. The Parties disagreed on a number of issues, including without limitation the rates, the monthly customer charge, the return on equity, the rate of return, the net plant value, the

owners' salaries, certain expenses, income tax treatment for the limited liability company, and other elements of rate design.

STIPULATION AND SETTLEMENT AGREEMENT

5. To establish just and reasonable rates for ABACO's customers and reach a fair and equitable resolution of the issues raised in this proceeding, the Parties stipulate and agree as follows:
 - A. An annual non-gas revenue requirement of \$580,000 (which includes a 4-year amortization of \$100,000 rate case expense) and a single volumetric rate for all customers of \$0.69/gallon. This annual revenue requirement will remain in place each year until a new rate case is filed and adjudicated, or new interim rates are established by the Commission following the filing of a new rate case. This volumetric rate represents a decrease in the volumetric rate currently charged to ABACO customers. The new volumetric rates will apply to all services rendered on or after June 1, 2021; and should the Commission not approve this Settlement Agreement by June 1, 2021, the Parties stipulate that this volumetric rate shall nonetheless be applied as an interim rate beginning on June 1, 2021.
 - B. The imposition of a monthly customer charge of \$7.00.
 - C. The Net Plant Value as set forth on Exhibit A, attached hereto and incorporated herein by this reference.
 - D. The gas supply rate will be set on an annual basis through a Request for Proposals ("RFP") process. ABACO will continue to use its RFP process to secure propane supply, and will expand its solicitation to any supplier as may be requested by a customer who takes in excess of 45,000 gallons per year. The annual RFP will solicit responses from suppliers that include (a) fixed pricing for entire load; and (b) a combination of fixed and float pricing. ABACO will select the supplier(s) from those responding to the RFP. Gas supply rates for customers will be the pass-through rates which ABACO updates annually. A customer taking in excess of 45,000 gallons per year will have the ability to elect the pricing option they want for their load, provided they do so within the time provided by ABACO (which may be as short as within one day of notice because that is all that is granted by responders to RFPs of this kind) and if ABACO does not get a timely response from such customer, then ABACO will select the pricing option.

- E. As a term of service, any customer with service to any meter with an average annual load in excess of 10,000 gallons is required to provide ABACO twelve (12) months prior written notice of its intent to terminate its use of ABACO's system. Any such termination shall be considered a material change to its customer base, triggering an exception to the stay out provision described in subsection G below.
- F. Beginning with service rendered on or after June 1, 2021, ABACO shall directly bill each meter to the end user customer.
- G. ABACO agrees to not request any increase to the customer charge or distribution rate agreed to in this settlement until June 30, 2023 or later, unless there is a material change (increase or decrease) to ABACO's customer base which necessitates an increase.
- H. Proposed tariffs shall be filed with the Commission by ABACO.
- I. The current Boyne/ABACO contract shall be terminated; provided however, the nonexclusive perpetual easements granted in Section 1b of that Agreement shall survive termination, and ABACO shall be entitled to retain its operations in the current location through June 30, 2027.
- J. A line extension tariff shall be submitted to the Commission on or before October 31, 2021. The parties will use reasonable efforts to agree on the terms of the tariff which shall address ABACO's obligation to expand its system as necessary to serve additional customers in the Big Sky Resort area, while providing a mechanism by which the party or parties seeking expansion shall bear responsibility for the expansion costs. Until the line extension tariff is submitted and approved by the Commission, the following terms shall apply for any extension: ABACO shall be required to expand its system to serve additional customers to the extent the entity seeking the expansion shall pay for all necessary costs to expand or upgrade the existing system necessary for that expansion; the party seeking the expansion shall obtain any necessary consents, easements or rights of way necessary for that expansion; and ABACO will not expand or extend its distribution lines on Boyne's property without Boyne's express written consent.
- K. Because ABACO does not own the real property on which its tank farm sits, an agreement for the continuation of the system beyond June 30, 2027 shall be negotiated between the Parties and submitted to the Commission by no later than June 30, 2025.

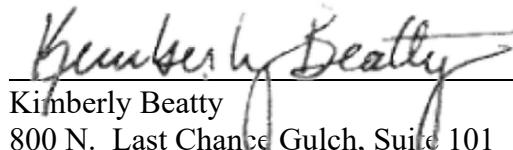
6. The Commission should issue a final order finding that the Stipulation is in the public interest and ordering ABACO to file tariffs consistent with those approved rates and this Stipulation.

7. The Parties present this Stipulation and Settlement Agreement to the Commission as a reasonable settlement of the issues raised in this docket. No party's position in this docket is accepted by virtue of their entry into this Stipulation, nor does it indicate their acceptance, agreement, or concession to any rate making principle, cost of service determination, or legal principle embodied or arguably embodied, in this Stipulation.

8. The various provisions of this Stipulation are inseparable from the whole of the agreement between the Parties. The reasonableness of the proposed settlement set forth in this Stipulation is dependent upon its adoption, in its entirety, by the Commission. If the Commission decides not to adopt the proposed settlement set forth in this Stipulation in its entirety, then the entire Stipulation is null and void, no party to the Stipulation is bound by any provision of it, and it shall have no force or effect whatsoever.

Respectfully submitted April 28, 2021.

BROWNING KALECZYC BERRY & HOVEN, PC



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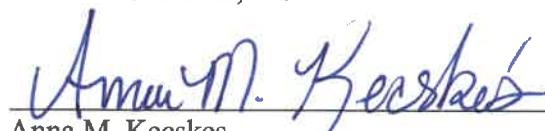
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CERTIFICATE OF SERVICE

I hereby certify that on the 28rd day of April, 2021, a true and correct copy of the foregoing was this day served as follows:

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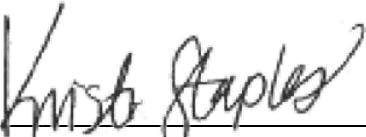
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