



State of Utah  
Department of Commerce  
Division of Public Utilities

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## MEMORANDUM

**TO:** Public Service Commission

**FROM:** Division of Public Utilities  
Chris Parker, Division Director  
Marialie Martinez, Customer Service Manager

**DATE:** November 19, 2013

**RE:** 13-057-15 – In the matter of Formal Complaint of Chris Raver vs. Questar Gas Company

**Recommendation: Dismiss Complaint**

**Complaint Analysis:**

On October 7, 2013, the Division of Public Utilities (Division) processed Mr. Chris Raver's (Complainant) informal complaint against Questar Gas Company (Company).

The Complainant stated he has been without gas service since August 28, 2013. The Complainant contacted the Company to discuss his issues. He was assisted by Elia Lopez and Kendra Keddington whom he claimed to be unhelpful. The Complainant further stated that the Company forbade him to contact anyone via telephone. He was told to contact the Company via email only.

The Complainant stated that the last notice he received was dated June 13, 2013. He was told by the Company that a 48 hour notice was placed on his door August 13<sup>th</sup>. The Complainant informed the Company that he has a surveillance video proving that a notice was never placed on his door.

The Complainant's service was disconnected August 28<sup>th</sup>. The Complainant added that the Company required him to pay the full balance owed plus a security deposit in order to restore service. The Complainant disagrees with the Company. The Complainant further claimed that the Company denied him a payment arrangement when asked.

**Company Response:**

On October 22, 2013, the Company sent the Complainant the following letter discussing the Special Payment Arrangement to reinstate gas service. The letter states:

“As discussed during our call on Monday, October 21, 2013, Questar Gas Company (“Questar Gas”) has agreed to reinstate gas service to [REDACTED], Utah (“Property”) under the terms of a special payment agreement (“SPA”). The SPA requires an immediate payment of \$38.82, with the remaining balance of \$68.82 being divided into three equal monthly installments (“SPA Payments”), payable with your upcoming November, December, and January gas bills. Failure to pay the SPA Payments when due will be considered a default of this agreement, and your gas service will be subject to termination.”

“As a part of this special payment agreement, Questar Gas is willing to waive the required security deposit on account no. [REDACTED] under the condition that the account is set up in Questar Gas’s “Auto Pay” and continually remains on Auto Pay. The SPA Payments will be collected, in addition to your current monthly charges, through Auto Pay on the due date shown on your monthly statement. If the Auto Pay is cancelled on any date after initiation, or has insufficient funds to make any payment, a security deposit in the amount of the highest bill in the previous 12-month history will be billed on the account.”

“To reinstate service, a technician will be out to the Property by 6:00p.m. on October 22, 2013 to remove the lock from the meter. If the meter passes the spot test, the meter will be left in the “off” position. A completed yellow tag will be secured to the service valve using a strong tie. If the spot test fails, he will follow the same procedure but will leave a completed Red Tag and it will be secured using a strong tie. Once the notice is placed on the meter and door, you may find a qualified individual to cut the tie, turn the gas meter to the “on” position, and light the gas appliances.”

“As we have discussed, the company records indicate that a 48-hour notice was left at the Property on August 13, 2013; however, I understand that you feel that you did not receive such notice. Due to these circumstances, Questar Gas has waived the connection fee generally required to reinstate gas service.”

**Division Review and Recommendation:**

Because the factual dispute resulted from a claimed lack of notice, the Company’s waiver of the connection fee removed the only remedy within the Commission’s jurisdiction in connection with this complaint. The Division therefore recommends that the formal complaint against the Company be dismissed.