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*Date Submitted: November 20, 2013*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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IN THE MATTER OF THE FORMAL	)	<b>DOCKET NO. 13-057-15</b>
COMPLAINT OF CHRIS RAVER	)	<b>ANSWER OF QUESTAR GAS</b>
AGAINST QUESTAR GAS COMPANY	)	<b>COMPANY AND MOTION</b>
	)	<b>TO DISMISS (REDACTED)</b>
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Respondent Questar Gas Company (“Questar Gas” or “Company”) respectfully answers the Formal Complaint (“Complaint”) filed by Chris Raver (“Mr. Raver”) with the Public Service Commission of Utah (“Commission”) on Oct. 21, 2013. Questar Gas moves that the Complaint be dismissed in that Questar Gas has acted in compliance with all applicable federal, state, tariff, and Commission requirements, and Mr. Raver presented no claim for which relief may be granted.

**ANSWER**

1. According to Company records, on or around November 18, 2008, Questar Gas initiated natural gas service to Mr. Raver at 92 E. River Bend Drive, Saratoga Springs, UT, Salt Lake City, Utah (“Raver Residence”) under account number [REDACTED] (“Raver Account”). Gas is currently in service at the Raver Residence, and as of the date of filing, the Raver Account is current with a special payment agreement in place between Questar Gas and Mr. Raver. An itemization of the account for the Raver Residence is attached as **Exhibit “A.”**

2. According to Company records, in the winter of 2012 and 2013, the Raver Account fell delinquent in its payments for gas service, with an outstanding balance of \$83.64.

3. Under Rule 746-200-7(B) of the Commission, “Residential utility service may be terminated for the following reasons. . . [including n]onpayment of a delinquent account . . . [and f]ailure to comply with the terms of a deferred payment agreement.”

4. According to Company records, on or around Mar. 21, 2013, Questar Gas sent an “Urgent Notice” letter to the Raver Residence requiring payment of the outstanding balance within ten days to prevent termination of natural gas service. A copy of the Mar. 21, 2013 notice letter is attached as **Exhibit “B.”**

5. Under Rule 746-200-7(G) of the Commission, “At least 48 hours before termination of service is scheduled, the utility shall make good faith efforts to notify the account holder or an adult member of the household, by mail, by telephone or by a personal visit to the residence. If personal notification has not been made either directly by the utility or by the customer in response to a mailed notice, the utility shall leave a written termination of service notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the customer, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48-hour notice can be the final notice before the termination of service.”

6. According to Company records, on or around April 9, 2013, Questar Gas posted a forty-eight hour urgent notice (“April Urgent Notice”) on the door of the Raver Residence, notifying the Raver Residence that a payment for the outstanding balance on

the Raver Account must be received within the next 48 hours in order to avoid service termination.

7. On or around April 29, 2013, according to Company records, gas service at the Raver Residence was terminated, with a total amount due of \$160.10. Gas service was terminated within 15 business days after the posting of a 48-hour notice as required under Rule 746-200-7(G) of the Commission.

8. According to Company records, on or around April 30, 2013, Mr. Raver contacted Questar Gas stating that he did not receive the April Urgent Notice left at the Raver Residence. A recording of the Apr. 30, 2013 telephone call is attached as **Exhibit “C.”**

9. According to Company records, on or around May 1, 2013, after discussion with numerous Questar Gas employees, Questar Gas waived the security deposit requirement as authorized under Section 8.03 of the Questar Gas Utah Natural Gas Tariff, PSCU 400 (“Tariff”), and Mr. Raver agreed to enter into a deferred payment agreement (“DPA”) to pay the outstanding balance in 12 equal installments of \$14.00, in addition to the current charges each month.

- a. Mr. Raver made a payment of \$29.00 on the Raver Account at the initiation of the DPA.
- b. The first payment under the DPA was due on or around June 7, 2013.
- c. No payment was received, and Mr. Raver defaulted on the DPA.
- d. Under Rule R746-200-5(B) of the Commission, “Renewal of deferred payment agreements after the breach shall be at the utility's discretion.”

10. According to Company records, in June 2013, the Raver Account had an outstanding balance of \$149.27.

11. According to Company records, on or around Jun. 13, 2013, an urgent notice letter was mailed to the Raver Residence, notifying Mr. Raver that failure to comply with the terms of the DPA is a reason for termination and that Mr. Raver must pay the delinquent balance of \$149.27 to avoid service termination. A copy of the Jun. 13, 2013 notice letter is attached as **Exhibit “D.”**

12. According to Company records, on or around Jul. 15, 2013, a payment of \$50.00 was made on the Raver Account; however, Questar Gas has no record of any additional payments or contact by Mr. Raver to protect gas service at the Raver Residence at that time.

13. According to Company records, on or around July 31, 2013, Questar Gas contacted Chris Raver to notify him that the Raver Account was past due and subject for termination of gas service. A recording of the Jul. 31, 2013 telephone call is attached as **Exhibit “E.”** Questar Gas advised Mr. Raver that a payment of the past due amount of \$116.02 was required to avoid termination of service. While Questar Gas was unable to provide an exact date for termination during that call, Mr. Raver was told that a 48-hour notice would be left at the Raver Residence “probably within the next week.” Questar Gas advised Mr. Raver to call and provide a receipt number when the payment was made. Questar Gas has no record of any payments or contact by Mr. Raver in response to this personal notice.

14. According to Company records, on or around Aug. 13, 2013, Questar Gas posted a forty-eight hour urgent notice (“August Urgent Notice”) on the door of the Raver Residence, notifying the Raver Residence that a payment for the outstanding balance on

the Raver Account must be received within the next 48 hours in order to avoid service termination.

15. On or around Aug. 28, 2013, according to Company records, gas service at the Raver Residence was terminated, with a total amount due of \$139.67. Gas service was terminated within 15 business days after the posting of a 48-hour notice as required under Rule 746-200-7(G) of the Commission.

16. On or around Aug. 28, 2013, according to Company records, Mr. Raver contacted Questar Gas stating that once again he did not receive the August Urgent Notice left at the Raver Residence. Recordings of the Aug. 28, 2013 telephone calls are attached as **Exhibit “F” Parts 1 through 5**. Mr. Raver requested an investigation of the posting of the August Urgent Notice. Questar Gas attempted to discuss the steps necessary to restore service; however, Mr. Raver stated that he was not interested in discussing reconnection at that time.

17. On or around Aug. 29, 2013, according to Company records, Questar Gas conducted an internal investigation. Questar Gas verified with its collection agent that the August Urgent Notice was posted and found no evidence to doubt the validity of its employee. Questar Gas contacted Mr. Raver with the results. A recording of the Aug. 29, 2013 telephone call is attached as **Exhibit “G.”** Mr. Raver was not interested in discussing necessary steps for restoration of service at that time. Mr. Raver abruptly ended the call as the Company advised Mr. Raver of his right to appeal to the Public Service Commission.

18. On or around Sep. 6, 2013, according to Company records, Mr. Raver contacted Questar Gas, initially, to discuss restoration of gas service; however, Mr. Raver instead

requested another investigation of the posting of the August Urgent Notice. Recordings of the Sep. 6, 2013 telephone calls are attached as **Exhibit “H” Parts 1 through 12.** (Exhibit H). Questar Gas repeatedly attempted to discuss the necessary steps for restoration of service; however he was not interested in discussing reconnection at that time.

19. On or around Sep. 6, 2013, according to Company records, due to the highly disrespectful tone and offensive language during Mr. Raver’s calls with at least eight Questar Gas employees, the Company directed Mr. Raver to limit account communications through written correspondence. Recordings of the Sep. 6, 2013 telephone calls occurring after directive to use written correspondence are attached as **Exhibit “I” Parts 1 through 8.** Mr. Raver then demanded a payment arrangement to restore service to the Raver Residence.

20. Under Rule R746-200-5(B) of the Commission, “Renewal of deferred payment agreements after the breach shall be at the utility's discretion.”

21. Due to the breach of the DPA on the Raver Account in June 2013, the Raver Account was ineligible for a second DPA and the demand for a payment arrangement was denied at that time. The Company required a payment in full of the total amount due, as well as a security deposit as authorized under Section 8.03 of the Questar Gas Tariff. Questar Gas has no record of any payments made to restore service on that date.

22. On Sep. 6, 2013, Mr. Raver filed an informal complaint (“First Informal Complaint”) with the Division of Public Utilities (“DPU”) “to complain that his service from Questar Gas has been shut off for a week, and he is unable to get the Company to respond.” A copy of the First Informal Complaint is attached as **Exhibit “J.”** In the

First Informal Complaint, Mr. Raver requested that Questar Gas respond to the First Informal Complaint via email.

23. On or around Sep 9, 2013, according to Company records, Questar Gas provided Mr. Raver with information to contact the United Way's 211 Referral line to determine eligibility for agency assistance to help restore gas service to the Raver Residence. A copy of the Sep. 9, 2013 email communication is attached as **Exhibit "K."**

24. On or around Sep. 10, 2013, according to Company records, Mr. Raver sent Questar Gas an email stating that Westboro Baptist Church had made a pledge to contribute funds to help restore gas service at the Raver Residence. A copy of the Sep. 10, 2013 email communication is attached as **Exhibit "L."** However, Questar Gas has no record of any communications from any agency confirming the pledge identified by Mr. Raver.

25. On or around Sep 10, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

26. On or around Sep 11, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

27. In response to the First Informal Complaint, on or around Sep. 11, 2013, as requested by Mr. Raver, Questar Gas emailed Mr. Raver the scan of a letter ("Response") addressing Mr. Raver's concerns of restoring gas service to the Raver Residence. A copy of the Sep. 11, 2013 Response from Questar Gas is attached as **Exhibit "M."**

- a. In the Response, Questar Gas stated it was willing to enter into a special payment arrangement ("SPA") with Mr. Raver to reduce the immediate payment to restore gas service to the Raver Residence.

- b. The terms of the SPA provided that, to guarantee service, Mr. Raver must make an immediate payment of half of the account balance, with the remaining half paid in three monthly installments. In addition, the Raver Account would be subject to the security deposit requirement, as authorized under Section 8.03 of the Questar Gas Utah Natural Gas Tariff, PSCU 400 ("Tariff").
- c. In light of Mr. Raver's complaint regarding the August Urgent Notice, Questar Gas offered to waive the connection fee, as authorized under Section 8.03 of the Tariff.

28. On or around Sep 16, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

29. On or around Sep. 17, 2013, according to Company records, Mr. Raver emailed Questar Gas, notifying Questar Gas that the email address provided by Mr. Raver to the DPU in the Informal Complaint was deleted after 24 hours. Questar Gas re-delivered the Response on or around Sep 17, 2013, to a replacement email address provided by Mr. Raver. Mr. Raver responded with a counter-offer to the SPA and did not accept the terms of the SPA at that time. A copy of the Sep. 17, 2013 email communication is attached as **Exhibit "N."**

30. On or around Sep 17, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

31. On or around Sep 18, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.



32. On or around Sep 19, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

33. On or around Sep 20, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

34. On or around Sep 23, 2013, according to Company records, a payment of \$1.00 was made on the Raver Account.

35. On or around Sep 25, 2013, according to Company records, a payment of \$1.00 was attempted on the Raver Account and returned for insufficient funds. A \$20.00 Returned Check fee, as authorized under Section 8.03 of the Questar Gas Tariff, was charged to the Raver Account.

36. On or around Oct 7, 2013, according to Company records, in an email exchange with Mr. Raver, Questar Gas again offered to Mr. Raver the SPA for the current account balance of \$157.64, requiring an immediate payment of \$113.82. A copy of the Oct. 7, 2013 email communication is attached as **Exhibit “O.”**<sup>1</sup>

37. On or around Oct 7, 2013, according to Company records, Mr. Raver filed a second informal complaint (“Second Informal Complaint”) with the DPU, stating that Questar Gas failed to provide the August Urgent Notice and that Mr. Raver “was denied a payment arrangement.” A copy of the Second Informal Complaint is attached as **Exhibit “P.”**

38. On or around Oct 9, 2013, Questar Gas was notified by the DPU that Mr. Raver closed the Second Informal Complaint prior to a response from the Company.

39. On or around Oct. 18, 2013, according to Company records, a payment of \$50.00 was made on the Raver Account.

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<sup>1</sup> Attorney-Client Communication redacted from Exhibit.

40. On or around Oct. 21, 2013, according to Company records, Mr. Raver filed this Complaint against Questar Gas.

41. On or around Oct. 21, 2013, according to Company records, Questar Gas and Mr. Raver discussed the terms of the SPA and Questar Gas offered to waive the security deposit so long as the Raver Account was placed on the automatic payment program for collection of the SPA payments as well as the current monthly charges. Questar Gas waived the connection fee as a courtesy in light of Mr. Raver's concern regarding the August Urgent Notice.

42. On or around Oct. 22, 2013, according to Company records, Questar Gas sent Mr. Raver a letter memorializing the terms and conditions of the SPA agreed upon between the parties the day prior. A copy of the Oct. 22, 2013 letter is attached as **Exhibit "Q."**

43. On or around Oct. 22, 2013, according to Company records, the gas service at the Raver Residence was restored.

44. According to Company records, as of the date of filing, the Raver Account is current under the terms of the SPA and enrolled in Questar Gas's automatic payment program.

45. Questar Gas has not violated any of its tariff provisions or Commission rules in providing natural gas service to Mr. Raver.

### **MOTION TO DISMISS**

As shown in the Answer above, Questar Gas has established that it has acted in accordance with Tariff requirements and Commission rules with respect to providing natural gas service to the Raver Residence. The Raver Account is currently in good standing and gas is in service to the Raver Residence. Questar Gas respectfully requests

that the Complaint of Mr. Raver be dismissed because it fails to state a claim upon which relief can be granted.

WHEREFORE, Questar Gas Company submits its Answer and respectfully moves that the Formal Complaint of Chris Raver be dismissed.

Dated this 20th day of November, 2013.

Respectfully Submitted

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Arminda I. Jurgenson  
*Attorney for Questar Gas Company*

## **CERTIFICATE OF MAILING**

I certify that I mailed a true and correct copy of the foregoing Answer and Motion  
to Dismiss on November 20, 2013, to:

Chris Raver  
92 E River Bend Drive  
Saratoga Springs, UT 84045