

### **9.03 MAIN EXTENSIONS – COMPANY INSTALLED**

#### **APPLICABILITY**

This Section 9.03 applies to facilities to be installed by the Company and/or a Company-retained contractor.

#### **INTERMEDIATE HIGH PRESSURE (IHP) MAIN EXTENSIONS**

An applicant must pay an up-front cash contribution in aid of construction in advance of extension of IHP main. The cash contribution will be equal to the sum of the Main Extension costs for extending a main as defined below.

#### **MAIN EXTENSION COSTS**

The costs for extending a main shall include, but are not limited to the following: pipe; trenching; asphalt and cement cuts; asphalt and cement replacement; fill and compaction; permit fees; applicable taxes; use of special equipment and facilities; accelerated work schedules, special crews or overtime wages to meet the applicant's request; or difficult construction problems due to rock, frost, etc. The customer will be given written notice of the main extension costs, which shall be due and payable prior to commencement of construction. If excess costs are incurred after commencement of construction, the costs will be paid by the customer.

#### **HIGH PRESSURE MAIN EXTENSIONS**

High-pressure main extensions will be made at the option of the Company and subject to terms and conditions that are based on Company policies and agreed upon between the Company and the applicant. Unless otherwise provided in the main extension contract, the general terms and conditions of this section will be applicable.

#### **MAIN EXTENSIONS ESTIMATED TO COST MORE THAN \$200,000**

If the main extension costs are estimated to exceed \$200,000, then the customer may request that the Company bid the job. Under such circumstances, the customer may review, at the Company's premises, the bids submitted. The customer shall maintain all bid information as highly confidential pursuant to R746-100-16.

In order to participate in such a bid process, the contractor must meet all of the qualifications required by the Company, including but not limited to, those imposed by statute, rule, regulation, industry standard and/or Company policy, procedure and/or standard practice. Contractors must also agree to accept enhanced standards imposed by the Company or any governmental entity with authority after the bid is awarded.

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**DEFERRED PAYMENT OF CASH CONTRIBUTIONS IN AID OF CONSTRUCTION**

The Company may, at its option, offer to defer payment of cash contributions in aid of construction. Where the terms and conditions of the main extension agreement include deferred payment of the costs for the main extension and other facilities necessary to provide service, periodic payments, payable over a period not to exceed five years, shall be established in an amount that will:

- (1) Provide sufficient contribution to recoup the total deferred main extension cost incurred by the Company, and
- (2) Provide revenue to the Company during the deferral period equal to that which would be allowed in rates for a like amount of investment in Utility Plant.

**TEMPORARY SERVICE**

Main extensions that, in the judgment of the Company, are for gas service of a temporary nature will be made only at the discretion of the Company. If the main is extended, applicant will pay in advance for the cost of installing the main and for removing the main or making it inoperable at the termination of service.

**EFFECT OF PREVIOUS DEFAULT**

The Company shall have no obligation to construct a main extension or enter into a contract to construct a main extension when the customer is in default in its obligations to the Company for gas service under an existing agreement to construct facilities or for making contributions or connecting load to a previously constructed main extension.

**COMPANY'S FACILITIES**

A contribution does not extend any ownership rights to the applicant. The main extension and all other facilities constructed by the Company for the purpose of rendering service to the customer shall at all times be and remain solely the property of the Company. The Company may utilize its facilities to render service to other customers as it sees fit without liability of any kind to the customer.

**MAIN EXTENSION RIGHT-OF-WAY**

Any main extension is subject to the right-of-way requirements itemized in § 7.05.

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## **9.04 SERVICE LINE EXTENSIONS – COMPANY INSTALLED**

### **APPLICABILITY**

This Section 9.04 applies to facilities to be installed by the Company and/or a Company-retained contractor.

Subject to the following, the Company will provide and install a service line to any applicant whose premises are along the route of any IHP main and abut on the street occupied by a main. Extension of mains will be made subject to the provisions of § 9.03. A cash contribution in aid of construction will be required from the applicant, in advance of construction. The cash contribution shall be equal to the sum of the total of Service Line Costs (defined below) and the costs of the meter and riser.

### **CONDITIONS**

Each applicant for a service line will grant to the Company permission to go upon the applicant's premises to install, inspect, maintain, service and repair the service lines. In addition, the applicant must make no changes or alterations to the service line; must accept responsibility to safeguard the service lines from damage; must not construct or permit to be constructed any building or other improvement (excepting landscaping, walks and driveways) over or across the service line; and must immediately notify the Company of any defect or leak in the pipe. Applicant must pay any costs incurred for damage, repair, or relocation due to the failure or refusal of the applicant to perform all obligations expressly stated, and the Company will not be liable in any way for applicant's non-performance of those obligations.

### **TEMPORARY SERVICE**

Service lines which in the judgment of the Company are for gas service of a temporary nature will be installed only at the discretion of the Company. If the service line is installed, the applicant will pay in advance for the cost of installing the service line and removing the service line, or making it inoperable at the termination of service.

### **OTHER SERVICE LINES**

Service line agreements not specifically covered in this section will be entered into under terms and conditions agreed upon between the Company and the applicant.

### **SERVICE LINE COSTS**

Service Line Costs shall include, but are not limited to the following: pipe; trenching; fill; use of special equipment and facilities; applicable taxes; accelerated work schedules; special crews or overtime wages to meet the applicant's request; or difficult construction problems due to rock, frost,

etc. The customer will be given written notice of the Service Line Costs, which shall be due and payable prior to commencement of construction. If excess costs are incurred after commencement of construction, the costs will be paid by the customer.

**DEFERRED PAYMENT OF CASH CONTRIBUTIONS IN AID OF CONSTRUCTION**

Deferred payment of cash contributions for service lines may be offered according to the same terms described for main extensions in § 9.03.

**EFFECT OF PREVIOUS DEFAULT**

The Company shall have no obligation to construct a service line or enter into a contract to construct a service line when the customer is in default in its obligations to the Company for gas service under an existing agreement to construct facilities.

**COMPANY'S FACILITIES**

The service line and all other facilities constructed by the Company for the purpose of rendering service to the customer shall at all times be and remain solely the property of the Company. The Company may utilize its facilities to render service to other customers as it sees fit without liability of any kind to the customer.

**SERVICE LINE EXTENSION RIGHT-OF-WAY**

Any service line extension is subject to the right-of-way requirements itemized in § 7.05.

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**9.05 MAIN EXTENSIONS – AND SERVICE LINES - INSTALLED BY  
BUILDER/DEVELOPER-RETAINED QUALIFYING INSTALLER****DEFINITIONS**

For sections 9.05 and 9.06 only, “Natural Gas Facilities,” “Natural Gas Main,” “Natural Gas Service Line,” “Minimum System,” and “Qualifying Installer” shall have the meanings set forth in Utah Code Ann. 58-55-308.1.

**APPLICABILITY**

Pursuant to Utah Code Ann. 58-55-308.1 and the terms and conditions set forth in Sections 9.05 and 9.06, a customer, developer or builder (Builder/Developer) may contract with a Qualifying Installer to install new intermediate high pressure (IHP) Natural Gas Mains (Main Extension) and/or Natural Gas Service Lines (Service Line). Main Extensions and Service Lines constructed pursuant to this Section 9.05 collectively will be referred to herein as “Facilities.” A Builder/Developer may not contract with a Qualifying Installer for the installation of High Pressure (HP) main extensions or service lines, or for any replacements, repairs, or relocations of existing IHP or HP facilities.

**CONTRACT BETWEEN THE COMPANY AND THE BUILDER/DEVELOPER**

A Builder/Developer who desires to construct Facilities pursuant to this Section 9.05 will enter into a written contract with the Company that sets forth the terms and conditions under which such Facilities will be constructed, and under which the Company will accept conveyance of such Facilities and provide natural gas service utilizing such Facilities. The contract with the Builder/Developer shall contain terms and conditions similar to those the Company requires of its own contractors who construct similar natural gas facilities. The Builder/Developer shall be, and shall require the Qualifying Installer to be, subject to warranty, indemnification, and insurance requirements substantially similar to those required of the Company’s own contractors who construct Natural Gas Facilities for the Company. The Company will require bonding from Builder/Developers who have no previous work experience with the Company. Such bonding may be waived after two years of work experience with the Company. The contract must be fully executed and effective prior to the construction of any Facilities hereunder.

**LIABILITY**

The Builder/Developer and the Qualifying Installer assume all risks and liabilities arising from the construction of Facilities.

**DESIGN AND ENGINEERING**

The Company will be responsible for planning, designing, and engineering the Facilities in accordance with the Company’s standards for materials, design, and construction. The Company will bear costs associated with its design and engineering of the Facilities. The Builder/Developer and the

Qualifying Installer will cooperate with the Company and provide the Company with any and all information required, in the Company's reasonable discretion, to enable the Company to plan, design, and engineer the Facilities. Under no circumstance will the Company be responsible to pay a Builder/Developer or Qualifying Installer for costs the Builder/Developer or Qualifying Installer incurs in providing information, and/or providing aid to the Company in order that the Company may complete the planning, designing, and/or engineering of Facilities.

### **INSTALLATION BY QUALIFYING INSTALLER**

The Company shall be under no obligation to accept, own or provide natural gas service through any Facility constructed by any entity that is not a Qualifying Installer. The Builder/Developer and Qualifying Installer are prohibited from connecting to, modifying, or repairing the Company's existing natural gas facilities unless directed to do so by the Company. The Builder/Developer and Qualifying Installer shall bear all costs for repair, connection to, and/or modification of Company natural gas facilities or other third-party-owned facilities necessitated by the construction or installation of Facilities. The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all such costs have been paid in full.

### **MATERIALS**

Any Facility constructed hereunder will only be constructed utilizing Company-approved materials that meet Company specifications as well as those requirements set forth in applicable federal, state and local statutes, codes, rules, regulations, and ordinances, all of which are incorporated herein by reference as they may change from time to time.

### **BETTERMENT COSTS**

The Builder/Developer shall bear all costs associated with construction of the Minimum System as determined by the Company. In the event that the Company requires the Builder/Developer and/or a Qualifying Installer to install a Main Extension that is greater than the Minimum System, the difference in cost shall be calculated based upon the Company's costs for installation of similar facilities in the Company's same construction zone.

### **INSPECTION**

The Company will be solely responsible for inspecting and mapping the Facilities and for the collection and development of as-built notes. The Company will bear all costs associated with the inspection and mapping of Facilities. The Builder/Developer and the Qualifying Installer will coordinate with the Company to provide Company inspectors access to the site during the entirety of construction. The Builder/Developer's trench cannot be backfilled and compacted by the Qualifying Installer until all required Company inspection and mapping has been completed. The Builder/Developer and Qualifying Installer will provide the Company with no less than ten business days' advance notice of commencement of construction. The Builder/Developer and Qualifying Installer shall make the worksite available for inspection by federal and state authorities at any and all times.

**TESTING**

The Qualifying Installer shall conduct all required testing of the Facilities under the direction of Questar Gas and at no cost or expense to Questar Gas.

**DOCUMENTS**

The Builder/Developer and Qualifying Installer shall provide Questar Gas with all documentation reasonably required by the Company relating to the Facilities, including but not limited to documentation relating to materials utilized in constructing the Facilities and the construction and testing of the Facilities.

**INTERCONNECTION**

The Qualifying Installer may only connect the Facilities to Company's existing natural gas facilities at the Company's direction and under the Company's supervision. The Company shall not bear any costs associated with such interconnection whether such interconnection is conducted by a Qualifying Installer or one of Company's own contractors or crews. The Builder/Developer and Qualifying Installer shall bear all costs associated with contractors, materials, and associated facilities involved with connecting a Main Extension or Service Line to other Company-owned natural gas facilities. Additionally, the Builder/Developer shall bear the cost of the meter, riser and brackets.

**COMPLIANCE WITH APPLICABLE LAW AND COMPANY STANDARDS**

The Builder/Developer and the Qualifying Installer shall comply with all applicable federal, state, and local statutes, codes, rules, regulations, ordinances, orders, tariff provisions, Company Standard Practices, Company Contractor Safety Manual, Company Policies, and Company Procedures, all of which are incorporated herein by reference as they may change from time to time, including but not limited to laws, rules, and regulations governing pipeline safety, materials, records, construction, licensing, health, safety, environmental conditions, and labor (collectively, Requirements). The Company will not accept conveyance of or provide natural gas service utilizing any Facility that it reasonably believes fails to comply with the Requirements.

**RIGHTS-OF-WAY, FEE PROPERTY AND PERMITS**

The Builder/Developer shall comply with all right-of-way requirements set forth in Section 7.05 of the Tariff. The Builder/Developer shall provide the Company with any and all rights-of-way, fee property, and/or permits that the Company deems, in its sole discretion, to be necessary for the ownership and operation of the Facilities. The Company shall not bear any costs associated with such rights-of-way, fee property, and/or permitting. Such rights-of-way and/or fee property shall be conveyed to the Company in the form utilized by the Company to procure its own rights-of-way and/or fee property, or in some other form that is acceptable to the Company, in its sole discretion. Such rights-of-way and/or fee property shall be conveyed free of hazardous materials (as defined by federal, state or local laws and Section 7.05 of this Tariff), contaminants or environmental conditions on, upon, or into the surface or subsurface of soil, water, or watercourses within or adjacent to the

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right-of-way or fee property. The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all such rights-of-way, fee property and/or permits have been conveyed to the Company.

## CONVEYANCE

The Builder/Developer shall cause the Facilities to be conveyed to the Company, together with any rights-of-way and/or fee property reasonably required by the Company to provide natural gas service, free of hazardous materials (as defined by federal, state or local laws and section 7.05 of the Tariff), contaminants, or environmental conditions on, upon, or into the surface or subsurface of soil, water, or watercourses within or adjacent to the right-of-way or fee property. Conveyance shall be at no cost to the Company. All Facilities and property conveyed hereunder must be conveyed free and clear of all liens, claims, security interests, and any other encumbrances whatsoever. See Section 7.05 of the Tariff.

The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all costs referenced in this Section 9.05 have been paid in full.

In advance of conveyance, the Builder/Developer shall pay the Company for any tax consequences as a result of the conveyance, including but not limited to income taxes associated with the in-kind contribution in aid of construction of the Facility. If the Builder/Developer and/or the Qualifying Installer provide the Company with complete copies of the invoices for the construction of the Facilities, then the contribution for taxes will be calculated based upon the actual costs of constructing the Facilities. Otherwise, the contribution for taxes will be calculated based upon the Company's costs for installation of similar facilities in the Company's same construction zone. The Company need not accept conveyance of or provide natural gas service utilizing any Facility that fails to comply with all Requirements set forth herein.

The Company's failure to discover or reject a defective Facility or a Facility not constructed in accordance with the Requirements is not deemed to be a waiver of the Company's rights set forth herein. The Builder/Developer shall be responsible to pay for repair or replacement of any Facility not constructed in accordance with the Requirements.

## OWNERSHIP

Upon completion of conveyance, as detailed above, the Company will own, operate and maintain the conveyed Facilities. Upon completion of conveyance of a Facility, the Facility shall become and shall at all times remain solely the property of the Company. The Company may provide service to other customers from such Facilities and otherwise utilize them as it sees fit without liability of any kind to the Builder/Developer or to the Qualifying Installer.



## **9.06 QUALIFYING INSTALLER REQUIREMENTS**

### **DEFINITIONS**

For sections 9.05 and 9.06 only, “Natural Gas Facilities,” “Natural Gas Main,” “Natural Gas Service Line,” and “Qualifying Installer” shall have the meaning set forth in Utah Code Ann. 58-55-308.1.

### **APPLICABILITY**

Pursuant to Utah Code Ann. 58-55-308.1 and the terms and conditions set forth in this Section 9.06, a Builder/Developer (defined in Section 9.05 above) may contract with a Qualifying Installer to install new intermediate high pressure (IHP) Natural Gas Main (Main Extension) or Natural Gas Service Line (Service Line) to serve a new facility, structure, or development. Main Extensions and Service Lines constructed pursuant to this Section 9.05 will be referred to herein, collectively, as “Facilities.” An individual or entity desiring to become a Qualifying Installer must comply with the provisions set forth in this Section.

### **CONTRACT**

Prior to any construction of any Natural Gas Facilities under Section 9.05 of the Tariff, the Qualifying Installer must enter into a written contract with the Company setting forth the terms and conditions under which such work will occur. It is the intent of this section that all Qualifying Installers will be held to the same requirements and standards as contractors who perform similar work for the Company and, therefore, the contract shall contain terms and conditions similar to those the Company requires of its own contractors who construct similar facilities, including, but not limited to, warranty, indemnification, and insurance requirements. The Company will require bonding from the Qualifying Installers who have no previous work experience with the Company. Such bonding may be waived after two years of work experience with the Company. The contract must be fully executed and effective prior to the construction of any Facilities hereunder.

### **QUALIFICATIONS**

A Qualifying Installer must comply with the provisions of Utah Code Ann. 58-55-308.1. Additionally, prior to becoming a Qualifying Installer, each individual or entity must obtain all qualifications and meet all standards required by all applicable federal, state, and local statutes, codes, rules, regulations, ordinances, orders, tariff provisions, Company Standard Practices, Company Contractor Safety Manual, Company Policies, and Company Procedures, all of which are incorporated herein by reference as they may change from time to time, including, but not limited to, welder qualifications pursuant to American Petroleum Institute RP1104 and Department of Transportation Operator Qualification requirements, ASME B31Q, Department of Transportation drug and alcohol plan requirements, and any other requirements that Company also requires of its own contractors who install Facilities for the Company (collectively, Installer Requirements).

The Company is under no obligation to accept or approve anyone who has a documented history of unsafe work practices or violation of Utah Code Ann. 54-8a-1 *et seq.*, and/or any applicable Installer Requirements incorporated herein as they may change from time to time. The Company may determine, in its sole discretion, whether any violation or history disqualifies an individual or entity unqualified from becoming a Qualifying Installer. Any Qualifying Installer who ceases to meet all Installer Requirements and other requirements set forth herein, or who breaches any agreement with Questar Gas, shall immediately cease to be a Qualifying Installer.

## **CONSTRUCTION**

In addition to complying with the provisions of Section 9.05 above, each Qualifying Installer must comply with the terms and conditions for construction work set forth in its contract with the Company.

## **MATERIALS**

Any Facility constructed hereunder will only be constructed utilizing Company-approved materials that meet Company specifications as well as those requirements set forth in applicable federal, state, and local statutes, codes, rules, regulations, and ordinances, all of which are incorporated herein by reference as they may change from time to time.

## **DENIAL OR TERMINATION OF QUALIFYING INSTALLER STATUS**

The Company may deny Qualifying Installer status, or terminate such status without notice, when an Applicant or Qualifying Installer fails to comply with or violates any term or condition set forth in Utah Code Ann. 58-55-308.1, Sections 9.05 and 9.06 of the Tariff, or any term or condition set forth in a contract with the Company.

**9.07 CUSTOMER'S NOTICE TO DISCONTINUE SERVICE**

A customer may request discontinuance of service in writing or by telephone. Notice of discontinuance of service given to an employee away from a Company office will not be accepted as binding, formal notification to the Company.

**OCCUPANT ACCOUNT HOLDER**

A customer shall provide notice to the Company at least three days in advance of the day service is to be disconnected. The Company will complete the service disconnection or final meter read within four working days after the requested date.

**RENTAL PROPERTY OWNER ACCOUNT HOLDER**

At premises where tenants are residing, a rental property owner seeking discontinuance of service must advise the Company at least 10 days in advance of the day that service is to be discontinued and must also sign an affidavit stating that the requested disconnection is not a means of evicting tenants. The Company will post a notice of proposed disconnection on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the tenants by personal visit or other appropriate means at least five days prior to the proposed disconnection.

If the premises are vacant, the rental property owner must advise the Company at least three days in advance of the day service is to be discontinued and must also sign an affidavit that there are no occupants.

A rental property owner who has signed an agreement to leave service on between tenants must notify the Company in writing to change such arrangement.

**COMPLETION**

The customer will be held responsible for all gas consumed until notice to discontinue service is given and a final meter read is taken or disconnection completed within four working days of the requested date. If the meter is not readily accessible, the customer will be responsible for providing access to complete a final read or disconnection.

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**9.08 COMPANY'S TERMINATION OF SERVICE FOR NONPAYMENT**

A customer having a utility service bill which remains unpaid beyond the next monthly billing date will receive a notice of delinquent account. To avoid termination and a reconnection charge, payment in full of a delinquent balance must be received and acknowledged by the Company's credit personnel prior to the expiration date of a final termination notice.

**RESIDENTIAL TERMINATION NOTICE**

A bill for residential service is considered to be delinquent when not paid within 20 days of the date the bill is rendered. The Company may terminate residential service by reason of nonpayment after issuing a notice of delinquent account and upon not less than 10 days' written notice of proposed termination. The notice of proposed termination will be sent to the account holder and to any third party previously designated by the account holder. Either before or after termination, the Company will allow an eligible residential customer to pay the delinquent balance plus interest over a 12-month period, or less, in accordance with § 8.04.

**Occupant Account Holders**

During the months of October through March, at least 48 hours prior to termination of service, the Company will make a good-faith effort to notify the account holder or an adult member of the household by telephone or personal visit of the scheduled termination. If personal notification cannot be made, the Company will leave written notice of proposed termination at the residence. The Company will make reasonable efforts to contact any designated third party personally before termination occurs. During the months of April through September, the 48 hour termination notice may be mailed.

**Rental Property Owner (RPO) Account Holders**

When the Company is terminating service for nonpayment by an RPO, at least five days prior to termination of service, the Company will post a notice of proposed termination on the premises in a conspicuous place and make reasonable efforts to give actual notice to tenants by personal visits or other appropriate means. Tenants may continue to receive service for an additional 30 days by paying the charges due for the 30-day period just past. At least 48 hours prior to termination of service the Company will make a good-faith effort to personally notify the RPO. If personal notification cannot be made, the Company will leave written notice of the proposed termination at the RPO's address, if possible, or notify the RPO by mail.

**ILLNESS, INFIRMITY OR USE OF LIFE-SUPPORT EQUIPMENT**

The Company will not terminate service, or will restore service to inactive accounts, for up to one month upon receipt of a physician's statement, preferably completed on the Company's form, identifying a health infirmity or serious illness of the customer or a person living in the customer's residence. The customer is responsible for payment for gas used during the period of continued service, in addition to prior delinquent bills. The Company will seek prior approval of the Public Service Commission before terminating service to a residence in which the customer has given the

Company written notice, including a physician's statement, that life-support equipment is being used at the residence.

**NON-RESIDENTIAL TERMINATION NOTICE**

The Company will give a non-residential customer at least 48 hours' written notice before terminating service because of non-payment.

**RECONNECTION AFTER NONPAYMENT**

To have service restored after termination for nonpayment, a customer must first pay a connection fee as set forth in § 8.03, and must also pay the delinquent balance in full or execute a Deferred Payment Agreement, if eligible. The customer has the option to include the connection fee in the total amount to be paid over the term of the deferred payment agreement consistent with the provisions of § 8.04. A Deferred Payment Agreement will be offered to non-residential customers only at the Company's discretion. The Company may also require a security deposit to secure payment of future gas bills. See § 8.03.

**CUSTOMER / COMPANY DISPUTES**

When a customer responds to a late notice or reminder notice, the Company's personnel will investigate any disputed issue and will attempt to resolve the issue by negotiation. During this investigation and negotiation, no action will be taken to terminate service if the customer pays the undisputed portion of the account. Any customer who is unable to resolve a dispute after contacting the Company to seek resolution may obtain informal review by the Division of Public Utilities by contacting them at local phone number (801-530-7622), (801-530-6652), toll free phone number (800-874-0904), or at <http://publicutilities.utah.gov/complain.html> on the internet. This could be followed by a formal review of the dispute by the Public Service Commission. No action will be taken during the review period to terminate service if the customer pays the undisputed portion of the account.

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