Arminda I. Spencer (13769) Dominion Energy Utah 333 South State Street P.O. Box 45360 Salt Lake City, Utah 84145 (801) 324-5024 (801) 324-5395 (fax) Arminda.spencer@dominionenergy.com

Attorney for Questar Gas Company dba Dominion Energy Utah

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL COMPLAINT OF BRETT ROBINSON AND BRAD CROOKSTON AGAINST DOMINION ENERGY UTAH Docket No. 18-057-18

DOMINION ENERGY'S RESPONSE TO COMPLAINT OF BRETT ROBINSON AND BRAD CROOKSTON

Respondent, Questar Gas Company dba Dominion Energy Utah ("Dominion Energy" or

"Company"), respectfully answers the Complaint of Brett Robinson and Brad Crookston Against

Dominion Energy Utah ("Complaint") and responds to the allegations of Brett Robinson and

Brad Crookston ("Complainants") as follows:

ANSWER

1. Complainants are developing a subdivision commonly known as Elk Ridge Farms

in North Logan City.¹

2. Complainants requested that Company install a natural gas main to extend natural gas distribution service to lots 3 and 4 of the subdivision (collectively the "Properties").

3. In accordance with the Utah Natural Gas Tariff PSCU 500 ("Tariff") at page 7-6,

Section 7.05 states: "Every customer applicant, individual, or entity (Requestor) requesting the

¹ Please see Plat Map attached to the Formal Complaint.

installation of pipelines and related facilities (Facilities) necessary or incidental to the furnishing of natural gas service will provide, as required by the Company, rights-of-way, easement, public utility easement, or other property rights (collectively "rights-of-way") necessary for the Facilities."²

4. As evidenced on the plat map, there is a public utility easement running along 2500 North. Company provided a quote for the installation of the natural gas main extension based on locating the main in the public utility easement.

5. On or about August 27, 2018, Complainants filed an Informal Complaint with the Utah Division of Public Utilities ("Division") stating that the Complainants demand relief of an exception to the Company policy that requires main extensions for new developments that dead end next to property available for future developments are to be contracted to extend the main to the furthest end of the property line requesting the new service.³

6. On or about August 31, 2018 and again on September 14, 2018, Dominion Energy Utah responded stating, "Dominion Energy strives to treat all customers fairly and equally. In order to achieve this goal a standard policy for installing new natural gas main was developed and is followed in all cases."(*sic*)⁴

The Company policy, entitled Main Line Installation Guideline, further states,
"The purpose of this guideline is to make sure that the interpretation of Questar Gas's Main Line
Guideline, as laid out in the applicable tariff, is consistent throughout the company system."⁵

8. On or about October 2, 2018, Complainants filed the Formal Complaint requesting an exception to the Company policy for Main Line Installations and also raising a

² Dominion Energy Utah Utah Natural Gas Tariff PSCU 500

³ Exhibit A to the Formal Complaint.

⁴ *Id.*

⁵ Questar Gas Company dba Dominion Energy Utah. *Pre-Construction Guidelines*.

concern that the public utility easement identified on the Complainant's plat map is not a suitable location for the main line extension due to an existing apple tree.

9. On or about October 4, 2018, Complainants provided to Dominion Energy Utah the Main Extension Agreement signed by Brett Robinson and dated October 1, 2018 ("Agreement"), in addition to payment in full for the installation of the natural gas main line. A copy of the Agreement is attached as Exhibit 1.

10. On or around October 23, 2018, the Company discussed the location of the main extension with the Complainants and reached agreement regarding the rights-of-way necessary for the main line extension.

11. On or around October 31, 2018, Dominion Energy commenced work on the installation of the natural gas main extension, though at the time of this filing construction activities are paused to allow Complainant to finish grading the proposed main extension location, in accordance with Section 11 of the Agreement.

12. To the knowledge of the Company, all disputed matters have been resolved. Moreover, Dominion Energy has not violated any of its Tariff provisions or Commission rules or regulations regarding the main extension necessary to serve the Properties.

MOTION TO DISMISS

13. Dominion Energy respectfully requests that the complaint of Brett Robinson and Brad Crookston be dismissed because it fails to state a claim upon which relief can be granted.

14. Dominion Energy has established that it has acted in accordance with Tariff requirements and Commission rules with respect to installing the natural gas main at the Elk Ridge Farms subdivision for natural gas service to their property.

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WHEREFORE, Dominion Energy submits its Answer and respectfully moves that the Formal Complaint of Brett Robinson and Brad Crookston be dismissed.

DATED: November 1, 2018

Arminda I. Spencer Attorney for Respondent Dominion Energy Utah

2022

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing QUESTAR GAS

COMPANY dba DOMINION ENERGY UTAH'S ANSWER AND MOTION TO DISMISS

FORMAL COMPLAINT OF BRETT ROBINSON AND BRAD CROOKSTON was served

by email upon the following as set forth below on November 2,2018:

Patricia E. Schmid Justin C. Jetter Assistant Attorneys General 160 East 300 South PO Box 140857 Salt Lake City, UT 84114-0857 pschmid@agutah.gov jjetter@agutah.gov	Michele Beck Office of Consumer Services 400 Heber M. Wells Building 160 East 300 South Salt Lake City, UT 84111 mbeck@utah.gov
Chris Parker Division of Public Utilities 400 Heber M. Wells Building 1160 East 300 South Salt Lake City, UT 84111 chrisparker@utah.gov	Robert J. Moore Steve Snarr Assistant Attorneys General 160 East 300 Sought PO Box 140857 Salt Lake City Utah, 84114-0857 rmoore@agutha.gov ssnarr@agutah.gov
Brett Robinson Brad Crookston 1250 E. 2500 N. North Logan, UT 84341 brettandlandree@hotmail.com brad@crookstondesigns.com	

DEU EXHIBIT 1

Answer and Motion to Dismiss Formal Complaint of Brett Robinson and Brad Crookston Docket No. 18-057-18

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