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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.<sup>1</sup>
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

<sup>1</sup> 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.”<sup>2</sup>

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.<sup>3</sup>

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*)<sup>4</sup>

7. 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.”<sup>5</sup>

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

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<sup>2</sup> Dominion Energy Utah Utah Natural Gas Tariff PSCU 500

<sup>3</sup> Exhibit A to the Formal Complaint.

<sup>4</sup> *Id.*

<sup>5</sup> 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.

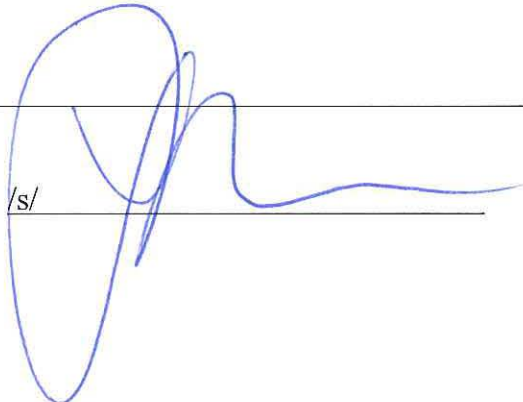
WHEREFORE, Dominion Energy submits its Answer and respectfully moves that the Formal Complaint of Brett Robinson and Brad Crookston be dismissed.

DATED: November 1, 2018

  
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Arminda I. Spencer  
*Attorney for Respondent Dominion Energy*  
*Utah*

**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 1<sup>st</sup>, 2018:

<p>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</p>	<p>Michele Beck Office of Consumer Services 400 Heber M. Wells Building 160 East 300 South Salt Lake City, UT 84111 mbeck@utah.gov</p>
<p>Chris Parker Division of Public Utilities 400 Heber M. Wells Building 1160 East 300 South Salt Lake City, UT 84111 chrisparker@utah.gov</p>	<p>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</p>
<p>Brett Robinson Brad Crookston 1250 E. 2500 N. North Logan, UT 84341 brettandlandree@hotmail.com brad@crookstondesigns.com</p>	

DEU EXHIBIT 1

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

Main Extension Contract

 <b>MAIN EXTENSION AGREEMENT</b>		CENTER LOG v1015		JOB ID MJ0002015541		MAIN EXT ID ML0001037284		CONTRACT ID ME0001049511		
CUSTOMER: <b>brett robinson</b>										
APPROXIMATE MAIN LOCATION: <b>1250 E 2500 N</b>										
SUBDIVISION: <b>ELK RIDGE FARMS</b>					LOT RANGE: <b>4</b>					
CITY OR COUNTY: <b>NORTH LOGAN</b>				STATE: <b>UT</b>		ZIP CODE: <b>84341</b>				
MAILING ADDRESS: <b>1217 e 2500 n north logan, UT 84341</b>										
OWNER:										
MAIN EXTENSION COSTS Contracted length of main installation charges: <b>900 \$8,438.00</b>					JOB TYPE: <b>NEW MAIN INSTALL</b> SPECIAL CONDITIONS:					
<b>TOTAL CUSTOMER COST NOW DUE \$8,438.00</b>										

Please submit payment to Dominion Energy, ATTN Remittance DNR 107, PO Box 45360, Salt Lake City, Utah 84145-0360  
 To pay with credit card please go to speedpay.dominionenergy.com

**TERMS AND CONDITIONS**

- Scope of Work.** Dominion Energy Company ("Dominion Energy") shall construct and install a natural gas main line extension as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Dominion Energy either signs this Agreement or commences the Work.
- Cost of the Work.**
  - Customer agrees to pay to Dominion Energy the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"). Dominion Energy personnel costs and overhead shall be borne solely by Dominion Energy.
  - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 10 days of the Dominion Energy invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Dominion Energy determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
  - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way.** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation.** If the Work does not begin within six months of the effective date of this Agreement, Dominion Energy may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Dominion Energy may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Dominion Energy encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Dominion Energy may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Dominion Energy's satisfaction and return to Dominion Energy. If Dominion Energy elects to remediate the contamination, Customer shall pay all costs incurred by Dominion Energy arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Dominion Energy shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the need or ensure the safety of its customers due to emergencies or in the event Dominion Energy is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Dominion Energy shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Dominion Energy shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Dominion Energy's sole judgment, prevent it from safely excavating or backfilling trenches) or installing facilities using its normal construction methods and equipment, government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Dominion Energy.
- Ownership of Facilities.** The Facilities that Dominion Energy constructs to render natural gas service shall at all times remain solely the property of Dominion Energy.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Dominion Energy will provide natural gas service until the Facilities in accordance with the Dominion Energy Company Utah Natural Gas Tariff, PSCU 400 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Dominion Energy shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Dominion Energy agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Grade and Curbing.** Customer will ensure that the grade of the proposed main extension location is within six inches of finished grade, and no parallel utilities will be within three feet of this main extension. After installation, the trench will be backfilled up to the existing grade. Customer agrees to pay any costs incurred to repair, replace, raise, lower, or relocate the main extension because of grade changes subsequent to installation. At its sole discretion, Company may install the main extension based on curb-line stakes provided by the Customer.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Dominion Energy, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, fees, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Dominion Energy or Dominion Energy's contractors at any tier. The release, indemnification, hold harmless and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability.** If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms.** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law.** This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority.** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

BY: <u>Brett Robinson</u> Owner TITLE	DATE: <u>10/12/18</u>	DOMINION ENERGY COMPANY BY: <u>[Signature]</u> SUPERVISOR TITLE	DATE: <u>10/29/18</u>
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