

Dominion Energy Utah Dominion Energy Wyoming Dominion Energy Idaho  
Consumer Affairs  
1140 West 200 South, Salt Lake City, UT 84104  
Mailing Address:  
P.O. Box 45360, Salt Lake City, UT 84145  
DominionEnergy.com



Alan Kruckenberg  
5411 S Vine St, Suite 4A  
Salt Lake City, UT 84107

June 4, 2019

Dear Mr. Kruckenberg,

Re: [REDACTED] 5343 S Kenwood Drive, Murray, UT 84107

This letter is in response to your complaint filed with the Division of Public Utilities. Thank you for the opportunity to respond to your concerns.

On December 10, 2018, Alan Kruckenberg Const. signed a contract (copy enclosed) authorizing the installation of a gas service line. The contract shows the riser location as **NORTH WEST CORNER OF GARAGE**. The service line was installed in the public utility easement, as approved. If you wish to have the service line moved, please contact JT Wade, Pre-construction Specialist, at 801-324-3878 to discuss your options.

The service line was installed in December 2018. You state the trench is collapsing due to improper compaction. The service line was installed in a "soft" surface which does not require Dominion Energy to compact; therefore, no compaction was completed by Dominion Energy. On January 23, 2019, a follow-up picture of the work site shows three pieces of heavy equipment placed on top of the service line trench--it was not our equipment.

If you wish to file a claim with Dominion Energy, please contact Trisha Anderson, Claims Agent, at 801-324-5570.

Sincerely,

A handwritten signature in black ink, appearing to read "Elia", written over a light blue horizontal line.

Elia Lopez  
Customer Relations Specialist  
Western Gas Distribution

Enclosures

cc: Division of Public Utilities



**Dominion Energy** SERVICE LINE AGREEMENT  
STANDARD FORM

v0817

CENTER	JOB ID	SERVICE LINE ID
BLF		



CUSTOMER <b>ALAN KRUCKENBERG CONST</b>		APPLIANCES TO BE CONNECTED		METER PAD
SERVICE ADDRESS 5343 S KENWOOD DR		#	TYPE	BTU
SUBDIVISION		1	BARBEQUE	25000
CITY OR COUNTY		2	FIREPLACE	50000
STATE		2	FURNACE	160000
ZIP CODE		1	RANGE/STOVE	40000
MAILING ADDRESS		2	WATER HEATER	80000
6782 S 1300 E SALT LAKE CITY, UT 84121		Total BTU		355000
SERVICE LINE COSTS		METER PRESSURE		
Installation Charges		4 oz		
PIPE SIZE		METER PROTECT		
3/4"	TOTAL CUSTOMER COST NOW DUE	● Not Required ○ By Customer ○ By QGC		
	\$	● Not Required ○ By Customer ○ By QGC		

Please submit payment to Dominion Energy, PO Box 45841, Salt Lake City, Utah 84139-0001  
To pay with credit card please call 1-800-378-1269 or go to <http://speedpay.questar.com>

**TERMS AND CONDITIONS**

- Scope of Work.** Dominion Energy Utah ("Company") shall construct and install a natural gas service line and appurtenant facilities 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) Company either signs this Agreement or commences the Work.
- Cost of the Work.**
  - Customer agrees to pay to Company 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"). Company personnel costs and overhead shall be borne solely by Company.
  - 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 30 days of the Company invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Company's 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, Company may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Company may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Company encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Company may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Company's satisfaction and at no cost to Company. If Company elects to remediate the contamination, Customer shall pay all costs incurred by Company arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Company shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Company is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Company shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Company 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 Company'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 Company.
- Ownership of Facilities.** The Facilities that Company constructs to render natural gas service shall at all times remain solely the property of Company.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Company will provide natural gas service utilizing the Facilities in accordance with the Dominion Energy Utah Natural Gas Tariff, PSCU 500 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Company shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Company agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Work Site Preparation.**
  - Prior to installation of the service line, Customer will ensure that: (i) no parallel utilities are within three feet of the service line location; (ii) the riser location is at least three feet horizontally from electrical panels or meters, air intakes, permanent openings or roof valleys; (iii) grade lines are marked on the building foundation with a horizontal line; (iv) grade is within six inches of finished grade from curb to structure; (v) building materials are cleared from the line locations; (vi) no open trenches where the Work will be performed.
  - Prior to contacting Company to request a gas meter set, Customer will ensure that: (i) the fuel line is run from the gas appliances to the meter location area; (ii) meter protection and pad, if required, is in place; (iii) an appliance installation permit, where required, is obtained from the city and/or county governing agency.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Company, 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, liens, 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 Company or Company'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.

ALAN KRUCKENBERG CONST CUSTOMER	11/29/18	Prepared by: Brandon Shingleton	DOMINION ENERGY UTAH
BY: ALAN KRUCKENBERG			
TITLE	DATE	TITLE	DATE
			12/10/18

RW  
102  
OKK  
11/29/18