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*Attorney for Questar Gas Company  
dba Dominion Energy Utah*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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IN THE MATTER OF THE FORMAL  
COMPLAINT OF TIM SKOUGARD  
AGAINST DOMINION ENERGY UTAH

Docket No. 19-057-27

**DOMINION ENERGY UTAH'S  
RESPONSE**

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Respondent, Questar Gas Company dba Dominion Energy Utah (“Dominion Energy” or “Company”), respectfully responds to the *Complaint of Tim Skougard Against Dominion Energy Utah* as follows:

**BACKGROUND**

1. Tim Skougard (Mr. Skougard) has a long history of non-payment and reinstatement of service with the Company. Though his Complaint is unclear about which incident is the subject, the Company believes that Mr. Skougard’s Complaint pertains to the most recent of these events.

2. As set forth in the Affidavit of Elia Lopez attached hereto as DEU Exhibit 1, Mr. Skougard has a long history of failing to pay for natural gas service, making and defaulting on payment arrangements, and then engaging in theft of gas to reinstate service without paying. In

fact, Mr. Skougard has been given notice that his service will be terminated for failure to pay forty-seven (47) times since February of 2010. See *DEU Exhibit 1*, paragraph 3.

3. As required by Utah Admin. Code R746-200-5, the Company has offered Deferred Payment Agreements to Mr. Skougard in June of 2010, July of 2012, April of 2014, November of 2016, December of 2016, February of 2019 and April of 2019. Mr. Skougard defaulted on all of those Deferred Payment Agreements. See *DEU Exhibit 1*, paragraph 4.

4. The Commission rules do not require the Company to offer further payment arrangements. However, the Company offers a “Special Payment Arrangement” or “SPA” to customers who have defaulted on Deferred Payment Agreements. The Company offered Mr. Skougard SPAs in February 2010, August 2010, June 2013, June 2015, August, 2015, October 2015, November 2015, May 2016, August 2016, April 2017, August 2017, November 2017, April 2018, July 2018, September 2018, and August of 2019. See *DEU Exhibit 1*, paragraph 5.

5. Though Commission rules do not require the Company to make other payment arrangements, the Company also offers customers a “Payment Plan,” when a customer contacts the Company and either makes a partial payment or wants to make a payment within 7-10 days. In these instances, the customer pays a portion of the outstanding balance with the remaining balance due within 30 days. The Company offered Mr. Skougard a Payment Plan in May 2010, March 2011, May 2011, August 2011, March 2012, June 2012, February 2013, May 2013, September 2013, July 2014, March 2015, October 2015, December 2015, April 2016, February 2017, March 2017, May 2018, December 2018 and September of 2019. See *DEU Exhibit 1*, paragraph 6.

6. When a customer defaults on a Deferred Payment Agreement, a subsequent SPA and/or Payment Agreement, the Company will terminate service. Of the 47 notices of

termination, and the subsequent payment arrangements described above, the Company actually shut service off to Mr. Skougard's residence 30 times. In order to do so, the Company places a seal on the valve following the meter shutoff. See *DEU Exhibit 1*, paragraph 7.

7. Mr. Skougard also has a history of removing the seal that the Company placed on the natural gas meter when service is terminated. He has done so at least nine times: in May of 2011, May of 2014, September of 2014, November of 2014, February of 2016, August of 2017, April of 2018, June of 2018, May of 2019, and in August of 2019. See *DEU Exhibit 1*, paragraph 8.

8. As provided in Section 7.02 of the Company's Utah Natural Gas Tariff No. 500 ("Tariff"), a customer wishing to have service reinstated after breaking that seal must pay for all gas consumed during the period of unauthorized gas usage, a connection fee, and associated construction and repair costs. Mr. Skougard has been charged, and has paid such fees and charges 20 times since 2010. Please see *DEU Exhibit 1*, paragraph 9 and *DEU Confidential Exhibit 2*.

9. Mr. Skougard also has a history of threatening physical violence against the Company's employees including, but not limited to threats to shoot Company employees who come to his residence. As a result, the Company employees only approach Mr. Skougard's residence with a Company security escort, and an officer from the West Valley Police Department. Please see *DEU Exhibit 1*, paragraph 10.

10. On August 7, 2019, the Company terminated service to Mr. Skougard in accordance with all applicable statutes, rules, regulations and Tariff provisions. Mr. Skougard has not taken issue with any of the Company's actions related to termination of service.

11. On August 14, 2019, Company went to Mr. Skougard's home and found that he had tampered with the meter resulting in unlawful consumption of natural gas. In compliance with the Tariff the Company plugged the natural gas meter at Complainant's home. Please see *DEU Exhibit 3*.

12. On August 16, 2019, Mr. Skougard contacted the Company seeking reinstatement of gas service. At that time he owed \$667.85 for previous natural gas usage, \$32.21 for unauthorized natural gas use, \$6.33 for a late fee, \$16.56 for a Limited Connection Fee, \$50 for the cost of the meter plug that Mr. Skougard had removed, \$5.00 for the seal he had removed, and \$45 to replace the valve that he damaged in reinstating service himself. Mr. Skougard was offered a Payment Arrangement if he paid a \$300.00 payment at that time, as the first installment. Mr. Skougard attempted to make such payment via Western Union on that same day. Please see *DEU Confidential Exhibit 2* and *DEU Exhibit 4*.

13. On August 22, 2019, Western Union notified the Company that Mr. Skougard's payment was not completed because the bank account related to the payment had been closed. See *DEU Confidential Exhibit 5*.

14. On August 26, 2019, Company again terminated service at Mr. Skougard's home for nonpayment. See *DEU Exhibit 6*.

15. On September 4, 2019, Mr. Skougard made payment of \$700 and his service was again restored. The payment reduced the total amount owed to \$142.95. This amount is held in dispute. Please see *DEU Exhibit 2* and *DEU Exhibit 7*.

16. Mr. Skougard now takes issue with the charges and fees detailed above.

## RESPONSE TO COMPLAINT

17. Mr. Skougard claims that Company is charging unnecessary and unjust fees. The Company was permitted, and in some cases required, to charge Mr. Skougard each and every fee at issue here. The table below describes each fee, and the legal authority for making such charges:

<b>Fee/Charge</b>	<b>Reason</b>	<b>Authority</b>
\$667.85	Prior natural gas usage.	Tariff § 7.02
\$32.21	Gas consumed during the period of unauthorized use.	Tariff § 7.02
\$16.56 <sup>1</sup>	Limited Connection Fee.	Tariff §§ 7.02, 8.03.
\$50.00	Broken Plug.	Tariff § 7.02
\$5.00	Broken Seal.	Tariff § 7.02
\$45.00	Valve	Tariff § 7.02
\$6.33	Late Fee	Tariff § 8.03
\$20.00	Return Check Fee	Tariff § 8.03

## REQUEST FOR RELIEF

18. The Company has complied with all applicable laws, statutes, rules, regulations and Tariff provisions. Therefore, the Company respectfully requests that the Commission deny the Complaint. The Company does not believe that this matter requires a hearing but should the

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<sup>1</sup> \$15.00 Connection Fee plus tax.

Commission determine that a hearing is necessary, the Company respectfully requests that the Commission arrange for security to ensure the safety of the parties, the Commission and its staff, and the public.

DATED: November 14, 2019.

A handwritten signature in cursive script that reads "Jennifer Nelson Clark". The signature is written in black ink and is positioned above the printed name.

Jennifer Nelson Clark

Questar Gas Company dba Dominion Energy Utah  
*Attorney for Dominion Energy Utah*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **DOMINION ENERGY'S RESPONSE** was served by email upon the following as set forth below on November 14, 2019:

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