

PSC Docket No. 19-057-27
DEU Exhibit No. 1

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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

Docket No. 19-057-27

**AFFIDAVIT OF ELIA LOPEZ IN
SUPPORT OF DOMINION ENERGY'S
RESPONSE TO COMPLAINT OF TIM
SKOUGARD**

I, Elia Lopez, hereby declare and state as follows:

1. I am over the age of 18 and am an employee of Questar Gas Company dba Dominion Energy Utah ("Dominion Energy" or "Company") in the County of Salt Lake, State of Utah. I have personal knowledge of the facts herein, and if called as a witness, could testify completely thereto.

2. After an in-depth review of Company business records, I can attest to the following:

3. Mr. Skougard has been given notice that his service will be terminated for failure to pay forty-seven (47) times since February of 2010.

4. 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.

5. 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.

6. 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.

7. 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.


8. 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.

9. Mr. Skougard has been charged, and has paid fees and charges for all gas consumed during the period of unauthorized gas usage, a connection fee and associated construction and repair costs 20 times since 2010.

10. 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.

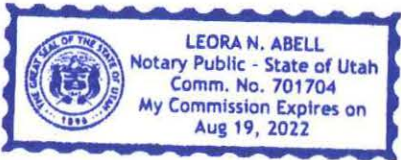
I declare under penalty of perjury under the laws of the state of Utah that the foregoing is true and correct.


Executed this 14 day of November 2019.

By: 
Elia Lopez
Affiant

State of Utah)
)
County of Salt Lake)

Subscribed and sworn to before me on this 14 day of November, 2019, by Elia Lopez.



By: 
Leora N. Abell
Notary Public