# BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

## IN THE MATTER OF THE APPLICATION OF DOMINION ENERGY UTAH TO EXTEND GAS SERVICE TO EUREKA, UTAH

Docket No. 19-057-31

### **REBUTTAL TESTIMONY OF**

#### AUSTIN C. SUMMERS

#### FOR

## **DOMINION ENERGY UTAH**

June 24, 2020

**DEU Exhibit 1.0R** 

REBUTTAL TESTIMONY OF AUSTIN C. SUMMERS

| 1  | Q. | Please state your name and business address.  |
|----|----|---|
| 2  | A. | Austin C. Summers, 333 South State Street, Salt Lake City, Utah 84111.                            |
| 3  | Q. | Did you file direct testimony in this docket?   |
| 4  | A. | Yes. I submitted direct testimony and supplemental direct testimony on behalf of Questar          |
| 5  |    | Gas Company dba Dominion Energy Utah ("DEU", "Dominion Energy" or "Company").                     |
| 6  | Q. | What is the purpose of your rebuttal testimony in this Docket?                                    |
| 7  | A. | The purpose of my rebuttal testimony is to address certain issues raised in the supplemental      |
| 8  |    | direct testimony filed by Mr. Ware in this matter.  |
| 9  | Q. | What general areas does your testimony address?   |
| 10 | Α. | I address the issue of installation and usefulness of service lines. I also propose new tariff    |
| 11 |    | language in section 9.02, as recommended by Mr. Ware.   |
| 12 | Q. | What did Mr. Ware recommend regarding the installation of service lines?                          |
| 13 | A. | Mr. Ware had a concern that some customers might indicate interest to get a no-cost service       |
| 14 |    | line, but then never sign up for service. Mr. Ware proposed that if customers are not             |
| 15 |    | receiving gas service within one year of the installation of their service line, they should have |
| 16 |    | to pay for the service line.  |
| 17 | Q. | Do you have concerns with Mr. Ware's recommendation?  |
| 18 | А. | I support the idea of having customers pay for the service line if they wait too long to start    |
| 19 |    | using natural gas. This policy should encourage rapid customer participation and should also      |
| 20 |    | prevent assets from being installed without the possibility of being used.                        |
| 21 |    | I do have a concern that one year may not be long enough for customers to get their homes         |
| 22 |    | ready for natural gas service. To be clear, a customer would have a two-year period to decide     |
| 23 |    | if they wanted natural gas and would have to sign up for a service line within that window to     |
| 24 |    | get the service line for no cost. Under Mr. Ware's proposal, the customer would have 12           |

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months from the time they get the service line to become a customer before they would have
to pay for the service line. A longer time frame would provide more customers with a chance
to retrofit their homes and appliances for natural gas.

# 28 Q. How long do you think customers should have before they must pay for their service 29 line?

30 Customers should have a two-year window before they must pay for their service line. In A. 31 other words, as long as a customer receives natural gas service at their home within two years 32 of either (a) signing a service line contract, or (b) commencement of service to the rural 33 community, whichever occurs later. There are two time periods for the Commission to 34 consider. First, the Company proposes that customers will have a two-year window, 35 beginning when gas starts flowing to Eureka, to sign up for a no-charge service line. I'll call 36 this two-year period the "Sign Up Period". The Sign Up Period would apply to the entire 37 community—anyone failing to sign up during the Sign Up Period would still be able to get natural gas service, they would just have to pay the costs associated with their service lines. 38

The second two-year period of time begins when the customer signs a service line agreement.
Customers who sign up for a no-charge service line will have two years from the date of
signing that agreement to commence natural gas service. I will call this the "Grace Period."
The Grace Period would apply to individual customers and would determine if they need to
reimburse the Company for the costs of their service line.

44It is possible that the Sign Up Period and the Grace Period could overlap. If so, then the45customer would have until the *later of* the end of the Sign Up Period or the end of the Grace46Period to commence service and avoid the obligation to repay the Company for the service47line costs.

I have included the table below to illustrate. It shows several hypothetical scenarios to
illustrate how these two periods of time will impact a customer's payment obligation. In all
scenarios, the Sign Up Period would begin on 10/1/2021 and would end on 10/1/2023.

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| Service line gets installed at<br>customer premises (Grace<br>Period begins)    | Customer begins<br>using natural gas<br>as a DEU<br>customer | Is customer required to pay for<br>service line?   |
|---|--|--|
| 8/1/2021  | 10/1/2021  | No – customer began using gas<br>within both the Sign Up Period<br>and the Grace Period                                      |
| 8/1/2021  | 10/1/2023  | No – though the customer began<br>using gas after the Grace period,<br>gas service began <i>within</i> the Sign<br>Up Period |
| 8/1/2021  | 11/1/2023  | Yes –customer did not commence<br>gas service until <i>after</i> both the<br>Sign-Up Period <i>and</i> the Grace<br>Period   |
| 10/1/2023<br>Customer not charged for<br>service line – last day of<br>window 1 | 10/1/2025  | No – though the customer<br>commenced service after the Sign<br>Up Period, service commenced<br>within the Grace Period      |
| 10/1/2023   | 11/1/2025  | Yes – customer commenced<br>service <i>after both</i> the Sign Up<br>Period and the Grace Period                             |
| 3/1/2024  | N/A  | Yes – customer failed to sign a<br>service line agreement during the<br>Sign Up Period                                       |

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# 53 Q. How would the Company explain this policy to the customers in Eureka?

A. The Company will adjust its standard service line agreement to inform customers that they
will be responsible for the costs of the line if not paid within the relevant windows described
above. DEU representatives will also explain these time frames to Customers during
customer interactions, and it will also be included in the information the Company will place
in the city water bill.

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| 59 | Q. | When would the Company begin collecting service line costs from those who default?         |
|----|----|--|
| 60 | A. | The Company would begin collection efforts immediately upon default. It would not wait for |
| 61 |    | the customer to call for service.  |
| 62 | Q. | Have you included new Tariff language as recommended by Mr. Ware?                          |
| 63 | A. | Yes. I have included DEU Exhibit 1.01R which shows all of the Tariff changes proposed in   |
| 64 |    | this Docket. Mr. Ware suggested edits in section 9.02, NEW OR ADDITIONAL SERVICE.          |
| 65 |    | I have updated that section with text under a new heading titled SERVICE LINES IN          |
| 66 |    | RURAL EXPANSION AREAS that explains how customers will be responsible for service          |
| 67 |    | line costs if they are not customers on the system within the Sign Up Period or the Grace  |
| 68 |    | Period as explained above.   |
| 69 | Q. | Does this conclude your testimony?   |

70 A. Yes.

State of Utah ) ) ss. County of Salt Lake )

I, Austin C. Summers, being first duly sworn on oath, state that the answers in the foregoing written testimony are true and correct to the best of my knowledge, information and belief. Except as stated in the testimony, the exhibits attached to the testimony were prepared by me or under my direction and supervision, and they are true and correct to the best of my knowledge, information and belief. Any exhibits not prepared by me or under my direction and supervision are true and correct copies of the documents they purport to be.

Austin C. Summers

SUBSCRIBED AND SWORN TO this 24th day of June, 2020.

Notary Public

