

Kevin Parsons

6390 Merchant Rd

Delaware Ohio 43015

Kevinparsons1@gmail.com

614-325-1295

Homeowner 259 Big Matterhorn Way Midway Ut 84049

Docket No. 21-057-03

My response to Dominion Energy's Response

On Feb 4th 2021 Brandon Wells sent via email to our builder the service line agreement, With a total of \$1665.71. We promptly signed and paid.

On Feb 23rd Brandon sent another invoice to our builder for a balance of \$414.78. Not a balance of \$2080.49. They claim prices went up in 2021, If so he should have sent an invoice with that amount on Feb 4th. Raising the amount 19 days later I don't feel is right and probably not legal. So I don't believe we should have to pay the additional \$414.78. This was never about not paying to run the lines.

As far as location. They say their location would be accessible for both Maintenance, in an event of an emergency and protected from snow and ice. Mine is also I will explain.

Maintenance, from our driveway my location is flat without obstacles, mostly covered with exception of the last 10 feet.

Emergency, The Wasatch Fire Inspector approved the location.

Snow and Ice, I will attach photos of houses in my neighborhood and adjacent neighborhood, these houses were built within the last year and none have snow protection as outlined in their snow protection guidelines. All houses have meter located on side of house opposite of garage regardless of terrain. No houses have meters on the front of the house. All of the other location that Dominion called out on our house were never options, we never ask for them to consider them, The only good location is on the right side of the house.

In Closing, my location meets SP 1-40-01, Its accessible, its has clearance for maintenance, as far as being in a heavy snowfall area, Midway is included, But there are no houses in Midway that were built within the last year or two that were held to their heavy snowfall guidelines. No covers, there not on everybody's front porch, there's no eves that are modified, there all on the side of the house opposite the garage. That is where I would like to put mine. They say their location meets their guidelines, I feel mine does too. My complaint should be accepted, we should be able to place the meter on the side of the house and shouldn't have to pay the second invoice billed in error.

Respectfully submitted 4/11/2021

Kevin Parsons

From: Brandon Wells <brandon.wells@dominionenergy.com>
Sent: Thursday, February 4, 2021 3:28 PM
To: tobykershaw@hotmail.com <tobykershaw@hotmail.com>
Subject: Service Line Agreement - SL0004090297



Please review the attached Service Line Agreement

- SIGNATURE REQUIRED**
- MONIES DUE \$1665.71**

**PLEASE SEND PAYMENT AND, IF REQUIRED, PRINT AND SIGN SERVICE LINE AGREEMENT TO:
DOMINION ENERGY
PO Box 27031
Richmond, VA 23261-7031**

**To pay with credit card please call 1-800-378-1269 or you can pay online (or copy-and-past this URL into your browser: <https://internet.speedpay.com/dominionnongas>)
IF PAYING BY CREDIT CARD BY PHONE OR ONLINE, YOU MUST EMAIL THE SIGNED AGREEMENT TO YOUR PRE-CONSTRUCTION REPRESENTATIVE.**


Attached you will find information regarding the energy efficient ThermWise rebate program.


*** If you have any questions, please contact Brandon Wells at Dominion Energy.**

Comments:

CONFIDENTIALITY NOTICE: This electronic message contains information which may be legally confidential and or privileged and does not in any case represent a firm ENERGY COMMODITY bid or offer relating thereto which binds the sender without an additional express written confirmation to that effect. The information is intended solely for the individual or entity named above and access by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

2 attachments

 **SI 0004090297.pdf**
480K

 **cover-2021-02-04 032802.pdf**
17K

Re: Service Line Agreement - SL0004090297

2 messages

Toby Kershaw <tobykershaw@hotmail.com>
To: Brandon Wells <brandon.wells@dominionenergy.com>
Cc: Kevin Parsons <kevinparsons1@gmail.com>

Tue, Feb 23, 2021 at 11:38 AM

Brandon,

Please update me on the status of this project. The contract amount you just sent is \$2,080.49 but it shows monies due of \$414.78.

Also, there were 2 Dominion Representatives on the job site yesterday. I did not get their names but they said they were out of the Ogden office. They walked the job site and verbally said they could find no reason that the meter could not be located where the owner has indicated (south west corner of home).

In any case, I need a final approval for the meter location so I can direct the subcontractor where to sub the gas lines out of the home.

Toby Kershaw
General Contractor - Western Pride Construction



(801)-808-4411 | tobykershaw@hotmail.com
P.O. Box 307 Coalville, UT 84017

From: Brandon Wells <brandon.wells@dominionenergy.com>
Sent: Tuesday, February 23, 2021 9:17 AM
To: tobykershaw@hotmail.com <tobykershaw@hotmail.com>
Subject: Service Line Agreement - SL0004090297

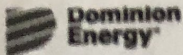


Please review the attached Service Line Agreement

- SIGNATURE REQUIRED
- MONIES DUE \$414.78

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SERVICE LINE AGREEMENT
STANDARD FORM

CENTER JOB ID SERVICE LINE ID
PKC 6J0001676869 SL0004090297



CUSTOMER WESTERN PRIDE CONSTRUCTION		APPLIANCE(S) TO BE CONNECTED		METER PAD		
SERVICE ADDRESS 259 BIG MATTERHORN WAY		#	TYPE	BTU	<input checked="" type="radio"/> Not Required	
SUBDIVISION INTERLAKEN		1	BARBEQUE	50000	<input type="radio"/> By Applicant	
CITY OR COUNTY MIDWAY		2	FIREPLACE	90000	<input type="radio"/> By GGC	
MAILING ADDRESS PO BOX 307 COALVILLE, UT 84017		2	FURNACE	220000	METER PRESSURE	
STATE UT	ZIP CODE 84049	1	GENERATOR	150000	2 lb	
TOTAL CUSTOMER COST NOW DUE \$1,665.71		1	UNIT HEATER	50000	METER PROTECT	
RISER LOCATION <i>South Corner RF of House</i>		1	WATER HEATER	40000	<input checked="" type="radio"/> Not Required	
JOB TYPE NEW SERVICE		Total BTU		600000	<input type="radio"/> By Applicant	
SPECIAL CONDITIONS <i>South Corner RF of House</i>					<input type="radio"/> By GGC	
PIPE SIZE 3/4"						

Please submit payment to Dominion Energy, PO Box 27031, Richmond, VA 23261-7031
To pay with credit card please call 1-800-378-1269 or go to <https://internet.speedpay.com/dominionongas>

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 the extent arising from or caused by (a) the performance of 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.

Prepared By: Brandon Wells 801-324-4881

Dominion Energy Utah

WESTERN PRIDE CONSTRUCTION
 CUSTOMER
 BY: *[Signature]*
 TITLE: *Owner*
 DATE: *2-15-21*

BY: _____
 TITLE _____ DATE _____

Sent CK 2/16/2021





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PINE



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