

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH-

In the Matter of the Formal Complaint
of Kasey Burgess vs. Questar Gas

)
)
)

DOCKET NO. 05-057-03

REPORT AND ORDER

ISSUED: June 27, 2005

SYNOPSIS

unt having failed to demonstrate that Questar Gas Company violated any provision of statute, rule, or tariff, we dismiss.

By the Commission:

PROCEDURAL HISTORY

On March 24, 2005, Complainant Kasey Burgess filed a complaint stating that Questar Gas Company ("Questar") had failed on several occasions to find a gas leak at her residence, causing her monthly gas bills to be abnormally high. Complainant sought Commission order requiring Questar to adjust the disputed bills based on her historical gas usage

On April 18, 2005, the Division of Public Utilities filed its analysis recommending the complaint be dismissed since the information provided failed to show that Questar had violated any provision of statute, rule, or tariff.

On April 19, 2005, Questar requested a 20-day extension to respond to the complaint in order to gather additional information. The Commission granted this request on April 20, 2005.

On May 16, 2005, Questar filed its Answer of Questar Gas Company and Motion to Dismiss seeking dismissal based on its claim that it had violated no provision of statute, rule, or tariff.

On June 22, 2005, the Administrative Law Judge convened a hearing in this matter. Jennifer Byde appeared for Questar. Two Questar technicians and a customer service representative testified for Questar. Ms. Burgess appeared on her own behalf.

BACKGROUND

There is no dispute regarding the facts relevant to this complaint. In mid-October 2004, Complainant's

furnace was serviced by a heating contractor. Complainant received gas bills in December 2004, and January and February 2005, that she viewed as significantly higher than her historical usage for those months. Following receipt of the first disputed bill, Complainant contacted Questar and requested the company check into this apparent problem. On December 20, 2004, and January 12, 2005, Questar conducted special reads of Complainant's gas meter and confirmed the accuracy of its previous monthly reads.

On January 20, 2005, Complainant, believing that Questar would have to send a technician to her residence if she claimed to have a gas leak, contacted Questar to report a gas leak even though she had not smelled gas and knew of no such leak. A Questar technician responded to Complainant's residence. Although he did not smell any gas, he conducted a series of tests, but found no evidence of a leak at or near Complainant's gas meter. However, the technician did find a leaking gasket on Complainant's furnace and observed flames exiting from the front of the furnace. Having also observed that Complainant's water heater was improperly installed, he "red tagged" both appliances. Complainant was not present for the entirety of the inspection, but a male friend who resides with her was present and signed Questar's Customer Service Order when the inspection was complete. Following the inspection on June 20, 2005, Complainant did not smell any gas or otherwise notice leaking gas.

On January 21, 2005, Complainant contacted the heating contractor who had worked on her furnace in October, 2004, to have him make the repairs necessary for removal of the red tag. While on her porch with the contractor, both Complainant and the contractor smelled gas. Complainant called Questar and a technician responded to her residence. He immediately smelled gas upon exiting his vehicle and found a small leak caused by a loose outlet barrel connecting the gas meter to the fuel line serving Complainant's residence. The technician fixed the leak by tightening the outlet barrel. According to the Questar technician, an outlet barrel may simply become loosened by the passage of time, but it is also possible for an individual to use a wrench to loosen it and cause it to leak. He was unable to offer an opinion concerning the cause of Complainant's leak. Beginning with the gas bill dated March 3, 2005, Complainant's monthly bills have returned to what she considers to be more normal levels.

DISCUSSION AND FINDINGS

Complainant does not dispute that the improper operation of her furnace during the months in question may have caused some amount of the increased gas use noted on her monthly bills. However, she believes the leaking outlet barrel is the main cause of that increase and blames Questar for failing to find and correct the problem during the two special meter reads and the inspection of January 20, 2005. She argues that if Questar had properly found the leak when she first contacted the company with her billing concerns she would not have been billed for gas she believes she did not

use. She further argues that it is wrong to require her to pay for the amount of gas that leaked simply because the leak was on "her side" of the meter. She contends that she should not be expected to have found a leak that three Questar technicians failed to find and that, in any event, the outlet barrel is not on "her side" since it is on the meter which is itself approximately seven feet from her residence. She is willing to pay Questar an amount equal to her historical usage for the months in question, plus some amount to account for the increase in Questar rates over the past year.

Questar, on the other hand, argues that there is no evidence of a leak existing at or near the meter at any time prior to January 21, 2005. In addition, Questar notes that the leaking outlet barrel is on the "customer's side" of the meter, making her responsible for any gas that leaked. Questar further argues that the leaking gasket discovered on the furnace on January 20, 2005, coupled with the improper furnace operation and the fact that these billings occurred during the cold weather months, could account for the amount of gas Complainant consumed during these months.

We begin our analysis with the observation that there is no evidence that the leak at the outlet barrel existed prior to January 21, 2005. In fact, the evidence tends very strongly to confirm that the leak did not exist prior to this date. Questar conducted exhaustive testing on and around the meter on January 20, 2005, and found no leak. The Questar technician conducting those tests smelled no gas, nor did Complainant. Moreover, the leak discovered on June 21, 2005, was described as "small". It is therefore doubtful this leak was the sole, or even a significant, cause of Complainant's increased gas consumption. However, we are not called upon in this matter to conclusively determine the cause of the increased gas consumption. Instead, we must determine whether Questar violated any provision of statute, rule, or tariff that would entitle Complainant to the relief sought. Having reviewed the entire record, we conclude that Questar did not.

Questar's Utah Natural Gas Tariff, section 7.04 *Customer Obligations*, provides in pertinent part that all "pipes and appliances necessary to utilize service that are located beyond the Company's point of delivery, must be installed and maintained by and at the expense of the customer." The Tariff further defines "point of delivery" as the "[o]utlet of the Company's meter installed to supply the customer." These provisions have long been interpreted as assigning responsibility to the customer for all service expenses arising from conditions on the "customer's side" of the meter.

Applying these provisions to the facts of record leads to the conclusion that any increased consumption caused by the gasket leak and improperly operating furnace is the sole responsibility of Complainant since these problems occurred within Complainant's residence far removed from the point of delivery. Likewise, the leak at the outlet barrel occurred at the point where the Complainant's fuel line connects to the meter outlet. Since, at the point of the leak, the gas had already passed through the meter and was exiting the meter into Complainant's fuel line, it is

reasonable to view the leak as occurring on Complainant's side of the meter. Complainant, not Questar, is responsible for the leak and for any gas that escaped as a result of the leak.

Therefore, based upon the foregoing information, and for good cause appearing, the Administrative Law Judge enters the following proposed:

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

- The complaint of KASEY BURGESS against Questar Gas Company is dismissed.
- Pursuant to Utah Code 63-46b-12 and 54-7-15, agency review or rehearing of this order may be obtained

by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order.

Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of Utah Code 63-46b-14, 63-46b-16 and the Utah Rules of Appellate Procedure.

Dated at Salt Lake City, Utah, this 27th day of June, 2005.

/s/ Steven F. Goodwill
Administrative Law Judge

Approved and Confirmed this 27th day of June, 2005, as the Report and Order of the Public Service Commission of Utah.

/s/ Ric Campbell, Chairman

/s/ Ted Boyer, Commissioner

-

-

-

-

-

-

-

Attest:

/s/ Ron Allen, Commissioner

/s/ Julie Orchard
Commission Secretary
G#44941