

Jenniffer Nelson Clark (Bar No. 07947)
Attorney for Questar Gas Company
333 S. State Street
P.O. Box 45360
Salt Lake City, Utah 84145-0360
Phone (801) 324-5820
Fax (801) 324-5935

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL)	
COMPLAINT OF BRITTNIE BOBERG)	DOCKET NO. 15-057-08
AGAINST QUESTAR GAS COMPANY)	ANSWER OF QUESTAR GAS
)	COMPANY AND MOTION
)	TO DISMISS
)	

ANSWER

Respondent Questar Gas Company (Questar Gas or Company) respectfully answers the Formal Complaint of Brittnie Boberg (“Ms. Boberg”) as follows:

INTRODUCTION AND BACKGROUND

1. On January 21, 2015, the Company commenced service at 345 N. Belmont, Unit 139, Provo, Utah (“Residence”) in the name of an individual that Ms. Boberg later identified as a roommate.
2. Ms. Boberg signed a lease agreement for the Residence commencing February 1, 2015. See Exhibit “A.”
3. Questar Gas received a payment of \$24.81 on June 26, 2015, and another payment of \$21.00 on July 30, 2015. No payments have been received for the period of February 1, 2015 through May 3, 2015.
4. On May 6, 2015, Questar Gas sent an urgent notice to the Residence advising that the account was past due.

5. On May 11, 2015, Ms. Boberg contacted Questar Gas by telephone and indicated that she was in receipt of the past due account notice. During that conversation, Ms. Boberg requested that service be placed in her name, indicated that she had two roommates, and expressly agreed to assume the outstanding balance. See Exhibit “B.” The Company offered Ms. Boberg a deferred payment arrangement (DPA). Ms. Boberg declined a DPA and agreed to pay the amount in full by May 15, 2015. See Exhibit “B.”

6. Questar Gas did not receive payment on May 15, 2015.

7. On June 11, 2015, Ms. Boberg contacted Questar Gas by telephone again, seeking an explanation of why the outstanding balance had been transferred to the account in her name. Ms. Boberg claimed that her former roommate was the only lease holder for the Residence. The Company advised Ms. Boberg that, if she could provide Questar Gas with a copy of the lease showing when she moved in, the Company would adjust the bill to reflect only the amount owed for the period when she lived at the Residence.

8. On June 12, 2015, Questar Gas received a copy of lease agreement indicating that Ms. Boberg was an occupant of the Residence beginning on February 1, 2015. The Company adjusted the past due amount to reflect the amount owed for service on and after February 1, 2015. The balance was \$213.18. See Exhibit “C.”

9. PSC Rule 746-200-3 Deposits, Eligibility for Service and Shared Meter or Appliance provides:

“B(1)... An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, ... and the applicant and delinquent account holder cohabited while the delinquent account holder received the utility’s service...”

10. Ms. Boberg was a cohabitant at the Residence during the period relevant to the delinquent account, and at the time she applied to have service placed in her name. The Company agreed to provide service in her name because Ms. Boberg agreed to pay the delinquent account for the period of time when she resided in the Residence.

11. Section 9.01 *Applications For and Initiation of Gas Service* of the Questar Gas Company Utah Natural Gas Tariff PSCU 400 (“Tariff”) at page 9-2 states:

“...In the absence of a signature, the delivery of natural gas service by the company and the acceptance of service by the customer will be deemed to constitute an agreement by and between the Company and the customer for delivery and acceptance of natural gas service under the terms of this Tariff. Valid personal identification ... of an applicant or customer may be required at any time. ...”

12. Ms. Boberg’s acceptance of service constitutes a binding agreement with the Company for delivery and acceptance of natural gas service under the terms and conditions of the Tariff.

13. Section 8.04 *Payment Procedures* of the Tariff at page 8-13 provides that “[i]f a residential customer is unable to pay a delinquent balance in full on demand, the Company will offer a DPA provided the Customer is not presently in default on a previous deferred payment agreement. ...”

14. During the June 11th conversation, the Company offered a DPA to Ms. Boberg. She declined.

15. Questar Gas has complied with all statutes, Commission rules, and Tariff provisions with regard to providing natural gas service to Ms. Boberg. Therefore, her complaint should be dismissed.

Dated this ___ day of August 2015.

Respectfully Submitted

Jennifer Nelson Clark
Attorney for Questar Gas Company

CERTIFICATE OF MAILING

I certify that I mailed a true and correct copy of the foregoing Answer and Motion to

Dismiss on August ____, 2015, to:

By E-mail:

Claimant:

Brittnie Boberg (brittniejoy1@gmail.com)
c/o Darron Boberg (darron@utahaddictioncenters.com)

Utah Assistant Attorneys General:

Patricia Schmid (pschmid@utah.gov)
Justin Jetter (ljjetter@utah.gov)
Rex Olsen (rolsen@utah.gov)

Hand-Delivery:

Division of Public Utilities
160 East 300 South, 4th Fl
Salt Lake City, UT 84111

Office of Consumer Services
160 East 300 South, 2nd Fl
Salt Lake City, UT 84111
