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Attorney for Dominion Energy Utah

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL)	DOCKET NO. 17-057-11
COMPLAINT OF AARON CHRISTNER)	
AGAINST DOMINION ENERGY UTAH)	
)	
	DOMINION ENERGY UTAH'S
	RESPONSE AND MOTION TO
	DISMISS

Questar Gas Company dba Dominion Energy Utah (Dominion Energy or Company) respectfully submits this response to the Formal Complaint of Aaron Christner (“Mr. Christner”) in the above-referenced docket.

The Company properly terminated service to Mr. Christner’s residence for failure to pay a total past due balance of \$175.87 for natural gas service to 3068 S. 1000 E., Salt Lake City, Utah (“Residence”) in accordance with applicable statutes, rules and regulations.

Utah Admin. Code R746-200-7 (C) provides that service may be terminated for nonpayment of a delinquent account. Section 9.08 of Dominion Energy Utah’s Natural Gas Tariff No. 500 (“Tariff”) provides that “[a] bill for residential service is considered to be delinquent when not paid within 20 days of the date the bill is rendered. The Company may terminate residential service by reason of nonpayment after issuing a notice of delinquent account and upon not less than 10 days written notice of proposed termination.”

Utah Admin. Code 746-200-7(G)(2) further provides: “At least 48 hours before termination of service is scheduled, the utility shall make good faith efforts to notify the account

holder... Personal notification ... is required only during the winter months, October 1 through March 31. ... If termination of service is not accomplished within 15 business days ... the utility company will follow the same procedures for another 48-hour notice.”

On November 10, 2016, Mr. Christner owed the Company \$491.81 for natural gas service at the Residence. Exhibit 1 is an account itemization for service to the Residence during the relevant time period. The Company offered Mr. Christner a payment arrangement for the past-due amount. Exhibit 2 contains business records reflecting conversations with Mr. Christner evidencing the payment arrangement. Mr. Christner made the first payment of \$370.00 on that day.

Mr. Christner failed to make the second payment, which was due December 8, 2016. On December 14, 2016, the Company sent Mr. Christner an Urgent Notice informing him that he was in default on his payment arrangement, and that all outstanding amounts were due and payable within 10 days of the date of the letter. Exhibit 3 is a copy of the letter. Mr. Christner did not make further payment and on January 10, 2017, the Company left a 48-hour notice at the Residence. On January 11, 2017, a Company representative attempted to contact Mr. Christner by telephone and left a voicemail alerting him that his service would be terminated.

On January 31, 2017, Mr. Christner called the Company to discuss his account. A Company representative advised Mr. Christner that the Company had not received any payments after November 10, 2016, and two full billing cycles have occurred since that date. On February 1, 2017, the Company terminated service to the Residence for non-payment.

On February 1, 2017, Mr. Christner contacted Dominion Energy and discussed his account status and the January 10, 2017 notice with Company representatives. At that time, Mr. Christner owed \$589.04. Mr. Christner agreed to pay \$451.00 to resume service at his residence,

which included the \$100.00 after-hours connection fee. Exhibit 4 is a copy of that telephone conversation.

Though Mr. Christner attempted to pay \$451.00 via Western Union, Western Union stopped the payment on February 2, 2017 due to an "Error in Setup". Mr. Christner had not included a valid bank account number in setting up his payment.

On February 8, 2017, a Dominion Energy customer care representative left Mr. Christner a message advising that his natural gas service would be terminated because his payment of \$451.00 was stopped. Mr. Christner returned the phone call and, in an effort to make payment, provided an invalid bank account number. The Company terminated natural gas service on February 9, 2017.

On February 9, 2017, Mr. Christner again called to discuss his account and natural gas service. Company representatives again advised that he had provided an invalid bank account number. During the phone call, Mr. Christner indicated that he had applied for HEAT.

On February 10, 2017, HEAT submitted a guaranty of payment and the Company reinstated service to the Residence. On February 22, 2017, the Company applied a Utah Energy Assistance credit of \$70.00. On February 27, 2017, HEAT paid \$525.52 toward Mr. Christner's account, leaving an outstanding balance of \$29.38. See Exhibit 1. No further payments have been made. Mr. Christner's account is currently past due and he owes \$175.87 for natural gas service to the Residence.

On March 29, 2017, the Company sent a ten day past-due notice to Mr. Christner. Exhibit 5. On April 25, 2017, the Company left a 48-hour Notice at the Residence. On May 9, 2017, the Company terminated natural gas service to the Residence.

The Company complied with the applicable regulations and Tariff provisions governing termination of service. Mr. Christner's account was, and continues to be, delinquent. The

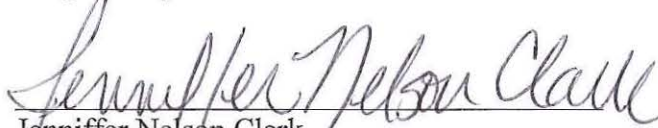
Company repeatedly properly notified Mr. Christner of the pending termination of service and Mr. Christner did not pay past-due amounts.

Mr. Christner also complains that in 2009 the Company allegedly required him to pay \$1,100.00 in order to receive service at a new residence. The Company's records reflect that Mr. Christner commenced service at the Residence in December of 2009. At that time, the Company transferred \$150.54 to the account on the Residence, the amount owing on an account in Mr. Christner's name at his prior residence. Mr. Christner paid the \$150.54 and did not make complaint. The Company records do not reflect any \$1,100.00 payment, or any indication that the Company required Mr. Christner to pay for another party's account.

The Company terminated natural gas service to the Residence for non-payment, in compliance with all applicable statutes, rules and regulations. Dominion Energy therefore respectfully requests that Mr. Christner's Complaint be dismissed.

Dated this 6th day of July 2017.

Respectfully Submitted



Jennifer Nelson Clark
Attorney for Questar Gas Company dba
Dominion Energy Utah

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of Dominion Energy Utah's Response and

Motion to Dismiss was served upon the following persons by e-mail on July 6, 2017:

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