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Attorney for Questar Gas Company dba Dominion Energy Utah

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL COMPLAINT OF ALAN KRUCKENBERG CONSTRUCTION AGAINST DOMINION ENERGY UTAH Docket No. 19-057-15

DOMINION ENERGY'S RESPONSE

Respondent, Questar Gas Company dba Dominion Energy Utah ("Dominion Energy" or "Company"), respectfully responds to the *Complaint of Alan Kruckenberg Construction Against Dominion Energy Utah* as follows:

RESPONSE TO COMPLAINT

- 1. On November 28, 2018, representatives of Alan Krukenberg Construction ("Kruckenberg Construction") contacted Dominion Energy requesting installation of a natural gas service line at the property located at 5343 S. Kenwood Drive, Murray, Utah ("Property"). The Company representative completed a Service Line Worksheet, documenting Kruckenberg Construction's request. A copy of the Service Line Worksheet is attached hereto as DEU Exhibit A.
- 2. The Service Line Worksheet does not contain any request for trench compaction, nor does it include a cost estimate for trench compaction. When customers request trench compaction or otherwise notify the Company that the service line will be placed below a hard

service necessitating compaction, notation will be made in the "Construction Notes" section of the Service Line Worksheet and costs associated with such compaction will be noted in the "As Built Excess Costs" section of the Service Line Worksheet. DEU Exhibit A contains no reference to compaction, and no indication of costs associated with compaction.

- 3. The Service Line Worksheet also contains a map showing the location of a Public Utility Easement, and specifying that the Company install the service line in that location.
- 4. On November 29, 2019, an authorized representative of Kruckenberg Construction executed a Service Line Agreement setting forth the terms and conditions governing the installation of the service line at the Property. A copy of the Service Line Agreement is attached hereto as DEU Exhibit B.
- 5. The Service Line Agreement does not contain any requirement that the Company compact the trench above the installed service line. When a customer makes such a request, the "Construction Notes" section of the agreement, will specify that compaction is required and will include costs associated with such compaction. The Service Line Agreement does not contain any requirement for compaction, or any costs associated with compaction.
- 6. No law, statute, rule, regulation, or tariff provision requires compaction of service line trenches in circumstances like those set forth in the Service Line Agreement or the Service Line Worksheet.
- 7. The Service Line Agreement also specified the location of the service line at the Property. Pursuant to the terms of the Service Line Agreement, the meter riser is to be placed at the "NORTH WEST CORNER OF GARAGE 4" SOUTH ON WEST WALL" at the end of the Public Utility Easement. The specified location is consistent with the location described on the Service Line Worksheet.

- 8. On December 19, 2019, the Company contractor installed the service line at the Property in accordance with the terms and conditions of the Service Line Agreement, and all applicable laws, statutes, rules, regulations and tariff provisions.
- 9. The service line was installed in a soft surface adjacent to, but not under, an asphalt driveway leading to the structure on the property. Subsequent to installation, Company representatives observed and photographed heavy equipment parked over the service line at the Property. Copies of those photographs are attached hereto as DEU Exhibit C. The placement of the heavy equipment may have caused and/or exacerbated any settlement of the service line trench.
- 10. Upon information and belief, Krukenberg Construction and/or its representative or licensee installed water and sewer lines under the asphalt that runs adjacent to the service line at the Property. Any subsidence adjacent to the service line at the Property is the result of the installation of the water and/or sewer lines and/or the placement of heavy equipment over the top of those utilities, and not the Company's service line trench.
- 11. Though Service Line Agreement does not require the compaction of the surface above the service line at the Property, the Company has expressed willingness to do so, and to repair any subsidence of immediately adjacent asphalt. The Company is unwilling to replace the entire asphalt drive, or to compact the surface above the water or sewer line.
- 12. The Company has complied with all laws, statutes, rules, regulations and tariff provisions related to the installation of the service line at the Property. The Company has also complied with all of the provisions of the Service Line Agreement, including provisions specifying the location of the service line.

13. Therefore, the Company respectfully requests that the Commission deny the Complaint and enter an order finding that the Company complied with all laws, statutes, rules, regulations and Tariff provisions.

DATED: July 3, 2019.

Jenniffer Nelson Clark

Questar Gas Company dba Dominion Energy Utah

Attorney for Dominion Energy Utah

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **DOMINION ENERGY'S**

RESPONSE was served by email upon the following as set forth below on July 3, 2019:

Patricia E. Schmid
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Assistant Attorneys General
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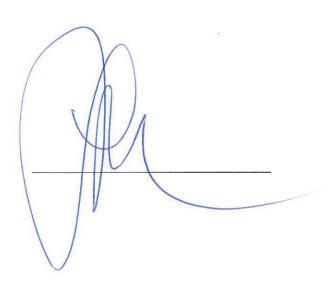
Michele Beck Office of Consumer Services 400 Heber M. Wells Building 160 East 300 South Salt Lake City, UT 84111 mbeck@utah.gov

Jeff Kruckenberg
Alan Kruckenberg Construction
5411 S. Vine Street
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Chris Parker Division of Public Utilities 400 Heber M. Wells Building 1160 East 300 South Salt Lake City, UT 84111

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Robert J. Moore Steve Snarr Assistant Attorneys General 160 East 300 Sought PO Box 140857 Salt Lake City Utah, 84114-0857 rmoore@agutha.gov stevensnarr@agutah.gov



PSC Docket No. 19-057-15 DEU Exhibit A Service Line Worksheet





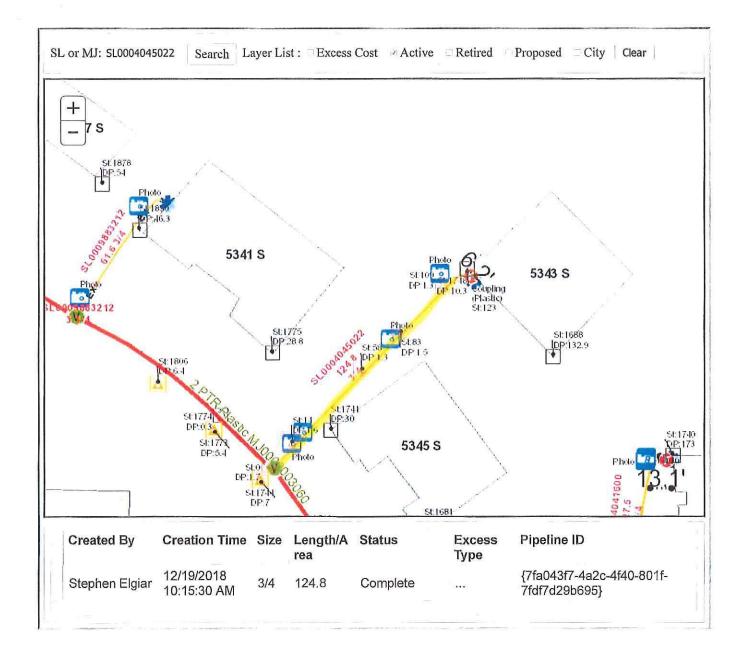
Service Line Worksheet

PAID on 01/28/2019 - Contractor Invoice #A2161

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PSC Docket No. 19-057-15 DEU Exhibit B Service Line Agreement



Dominion SERVICE LINE AGREEMENT Energy STANDARD FORM

STANDARD FORM

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9. Natural Gas Service. This A greement 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 Utile Natural Gas in Tit, PSCU 500 ("Tonff") on file with the Utila Public Service Commission ("Commission") as may be revised from time to time. 10. 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. 11. Work Site Preparation. 12. Prior to installation of the service line, Customer will ensure that; (i) no parallel utilities are within 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 lorizontal 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. 12. Prior to confucing 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; (ii) an appliance installation permit, where required, is obtained from the city and/or county governing agency. 12. Indemnity, To the fullest extent permitted by law, Customer shall release, indemnity, hold harmless, and defend Company, is parent company, affiliates at any tier, and contractor(s) at any iter and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any Labilities to the fullest extent and such as a provision of the p	or instaining facilities using its normal cor	istruction methods and eq	uibiliciti	, government	Tuic, ic	guiation of of	ruer, menua	ing orders or	ungments of an	y court or commission,	
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PSC Docket No. 19-057-15 DEU Exhibit C Photograph of Heavy Equipment

