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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. 19-057-24 DOMINION ENERGY UTAH'S RESPONSE
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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:

PROCEDURAL HISTORY

1. On June 5, 2019, after having engaged in the informal dispute resolution process at the Division of Public Utilities (“Division”), Alan Kruckenberg Construction (“Kruckenberg Construction”) filed a formal complaint with the Utah Public Service Commission (“Commission”). That Complaint was addressed in Docket No. 19-057-15. Dominion Energy filed a response to that Complaint on July 3, 2019 and Kruckenberg Construction failed to file any reply.

2. On August 1, 2019, the Commission issued an Order Dismissing Complaint in Docket No. 19-057-15. On August 12, 2019, Kruckenberg Construction filed a Request for

Review and Rehearing (“Request for Rehearing”). On August 30, 2019, the Commission issued an Order Denying Request for Rehearing based on the belief that Kruckenberg Construction had failed to serve Dominion Energy. Subsequently, the Commission issued a Notice of Filing and Comment Period determining that Kruckenberg Construction’s request for rehearing raises a new issue “pertaining to whether DEU failed to properly fill a trench with sand or other compactable fill,” and determined it would treat the new information as a new complaint. The Commission opened this docket to address that new assertion.

RESPONSE TO COMPLAINT

3. On November 28, 2018, representatives of 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”)¹. 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.

4. The Service Line Worksheet does not contain any request for compactable fill or trench compaction, nor does it include a cost estimate for either. When customers request compactable fill or 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 or compactible fill, and no indication of costs associated with compaction or compactible fill.

¹ Though the Request for Rehearing identifies the subject property as “5347 South Vine Street in Murray, Utah” the original complaint and all of the correspondence pertaining to this dispute reference the property as defined herein. The Company has not conducted any work at 5347 Vine Street, and believes the address cited in the Request for Rehearing is a typographical error.

5. 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.

6. On November 29, 2018, 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.

7. The Service Line Agreement does not contain any requirement that the Company compact the trench above the installed service line or fill the trench with compactable fill. When a customer makes such a request, the "Construction Notes" section of the agreement, will specify that compaction or compactible fill is required and will include associated costs. The Service Line Agreement does not contain any requirement for compaction, compactible fill or for or any associated costs.

8. No law, statute, rule, regulation, or tariff provision requires compaction of service line trenches or the use of compactable fill in circumstances like those set forth in the Service Line Agreement or the Service Line Worksheet.

9. 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.

10. On December 19, 2018, 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. It utilized appropriate fill

material, as it does on all other installations. It did not include installation of compactable fill, nor did it compact the trench.

11. 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. A copy of the photograph is 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.

12. Upon information and belief, Kruckenberg 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.

MOTION TO STRIKE

In the August 12, 2019, Request for Rehearing, Kruckenberg Construction included allegations related to settlement discussions between the Company and Kruckenberg Construction. Utah Rule of Evidence 408 provides "Evidence of the following is not admissible to prove or disprove liability or the validity or amount of a disputed claim . . . furnishing, promising, or offering – or accepting, promising to accept, or offering to accept – a valuable consideration in order to compromise or attempt to compromise the claim; and . . . conduct or a statement made in compromise negotiations." Utah R. Evid. 408. Beginning with the words "On 14 June 2019, Dominion Energy offered to settle the claim" at the bottom of page 1 of the Request for Rehearing until the words "Complainant Response Deadline had passed" on the following page contains allegations pertaining specifically to compromise negotiations. All such information is inadmissible in this action under Rule 408 of the Utah Rules of Evidence.

Therefore, the Company moves to strike all statements related to compromise negotiations in the Request for Rehearing.

REQUEST FOR RELIEF

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. 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: October 4, 2019.

A handwritten signature in cursive script, reading "Jennifer Nelson Clark".

Jennifer 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 October 4, 2019:

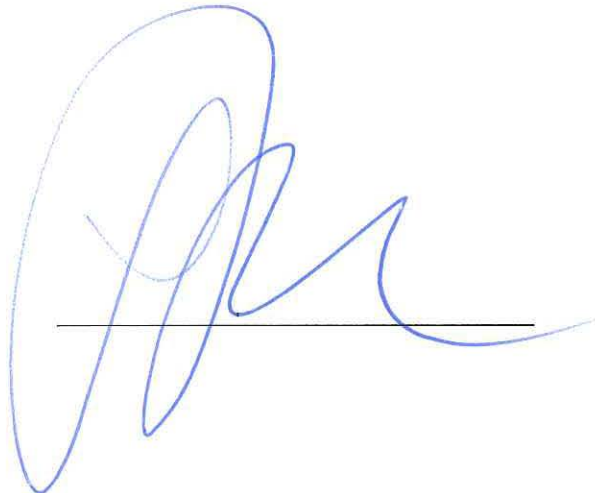
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Jeff Kruckenberg
Alan Kruckenberg Construction
5411 S. Vine Street
Murray, UT 84107
akhomes@yahoo.com



PSC Docket No. 19-057-24
DEU Exhibit A

DEU Exhibit “A”



The CORE

Service Line Worksheet

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

Service Location and Applicant Information

Location Address: 5343 S KENWOOD DR		SI Coords:
Subdivision:		Lot No.: 102
City or County: MURRAY	State: UT	Zip Code: 84107
Customer Name: ALAN KRUCKENBERG CONST		Customer Phone: (801) -
Mailing Address: 6782 S 1300 E SALT LAKE CITY, UT 84121		
Developer Contact: JEFF KRUCKENBERG	Home Phone:	Office Phone: 8013521511
Email Address: AKHOMES@YAHOO.COM	Cell Phone: 8017926250	Fax Phone: 8015661551

Permit

Main Information

SHORT SIDE PLASTIC IHP 2 Plastic

Rep

Shingleton, Brandon Phone:

Service Line Pipe Spec Info

Length: 125	Diameter: 3/4 in	Type: Plastic	Main to Riser: 125	Pressure: 4 oz	CFR: 399	BTU: 355000
Meter Protection: Not Required		Meter Pad: Not Required				
Meter Riser Location: SPECIAL: NORTH WEST CORNER OF GARAGE 4 ft SOUTH ON WEST WALL						
Comment:						
Latitude: 40.65506	Longitude: 111.87807	Elevation: 4287.0031				

Job Type: NEW SERVICE	Service Line ID: SL0004045022	List Type: ZONE
Customer Type: RESIDENTIAL	Job ID: SJ0001618859	
Stage of Construction: FOUNDATION	Run W/ Main Job:	Main Work Order: MJ0002003060
Est. Backfill Dt: 2018-11-27	WBS ID: 01044582	Project
Center: BLF	Zone: 0005	

Job Completion Info

Contractor: DIAMOND S COMPANY	Contractor Rep: Justin Nish
Inspector: Elgar, Stephen	Fuser: Justin Nish
Welders:	+ Add Welder
Fuel Line: a. Yes No	Completion Date: 12-19-2018
Service Line Tested:	Test Duration (Actual) Hours: 0 Min: 30
Test Medium: Air	Leaks/Failures: None
Test Pressure Start: 100#	
Test Pressure Finish: 100#	
Riser Bracket Installed: a. Yes No	EFV Installed:
Service Tap Type: Electro-Fusion Punch Tee	<input type="checkbox"/> No EFV @ 1800 <input type="checkbox"/> 475 3900 <input type="checkbox"/> 1200 5500 SLSV

Recommended EFV: 1800

Construction Notes:
INSTALL GAS LINE ON SOUTH SIDE OF EXISTING ASPHALT AND INSTALL METER ON NORTH WEST CORNER OF GARAGE 4 ft SOUTH ON WEST WALL

Installed Footage

Pipe Size:	Pipe Type:	New Pipe Footage:		+ Add
3/4"	P-TR	124.8	GPS	Delete
Total Installed Footage -> 124.8				

Customer Fuel Line

Pipe Size:	Pipe Type:	New Pipe Footage:		+ Add
Total Fuel Line Footage -> 0				

Engineering Note:

Inspected & Cleared	Soil Staining	Unusual Odor	Visible Water Sheen	IGIS Hazmat Site	Disposal Destination
As Built Excess Costs					
Description	Qty	Unit			
Install Riser Bracket	1	Each	GPS	Delete	
Shading	124.8	Lin Ft		Delete	

I acknowledge that all of the above information has been correctly recorded and is accurate to the best of my knowledge.

Elgiar, Stephen

Choose a file to attach:

Browse... No file selected. Type: Attach

Current File attachments

File Name	Type	
1 SLA 4045022.pdf	Service Line Agreement	Delete

GPS Map: http://gpsgis/findsl_fieldnote_prod/findsl.htm?slnbr=SL0004045022

Layer List :

Excess Cost

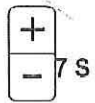
2) Active

Retired

Proposed

— City

Clear



Created By	Creation Time	Size	Length/Area	Status	Excess Type	Pipeline ID
Stephen Elgiar	12/19/2018 10:15:30 AM	3/4	124.8	Complete	...	{7fa043f7-4a2c-4f40-801f-7fdf7d29b695}

PSC Docket No. 19-057-24
DEU Exhibit B

DEU Exhibit “B”



Dominion SERVICE LINE AGREEMENT
Energy STANDARD FORM

00817

CENTER

BLF

JOB ID

SJ0001618859

SERVICE LINE ID

SL0004045022



CUSTOMER ALAN KRUCKENBERG CONST		APPLIANCES TO BE CONNECTED		METER PAD
SERVICE ADDRESS 5343 S KENWOOD DR		# TYPE BTU		<input type="radio"/> Not Required <input type="radio"/> By Customer <input type="radio"/> By QGC
SUBDIVISION		1 BARBEQUE 25000		METER PRESSURE
LOT NO. 102		2 FIREPLACE 50000		4 oz
CITY OR COUNTY MURRAY	STATE UT	2 FURNACE 160000		METER PROTECT
MAILING ADDRESS 6782 S 1300 E SALT LAKE CITY, UT 84121		1 RANGE/STOVE 40000		<input type="radio"/> Not Required <input type="radio"/> By Customer <input type="radio"/> By QGC
SERVICE LINE COSTS Installation Charges		2 WATER HEATER 80000		
		Total BTU 355000		
		RISER LOCATION Special - NORTH WEST CORNER OF GARAGE 4" SOUTH ON WEST WALL		
		JOB TYPE NEW INSTALL (SERVICE)		
		SPECIAL CONDITIONS		
PIPE SIZE 3/4"		TOTAL CUSTOMER COST NOW DUE \$1,306.01		

Please submit payment to Dominion Energy, PO Box 45841, Salt Lake City, Utah 84139-0001
To pay with credit card please call 1-800-378-1269 or go to <http://speedpay.questar.com>

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, and 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 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, fines, fees, 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.

ALAN KRUCKENBERG CONST

CUSTOMER

BY: BAA from ALAN KRUCKENBERG

TITLE

DATE

Prepared by: Brandon Shingleton

DOMINION ENERGY UTAH

BY:

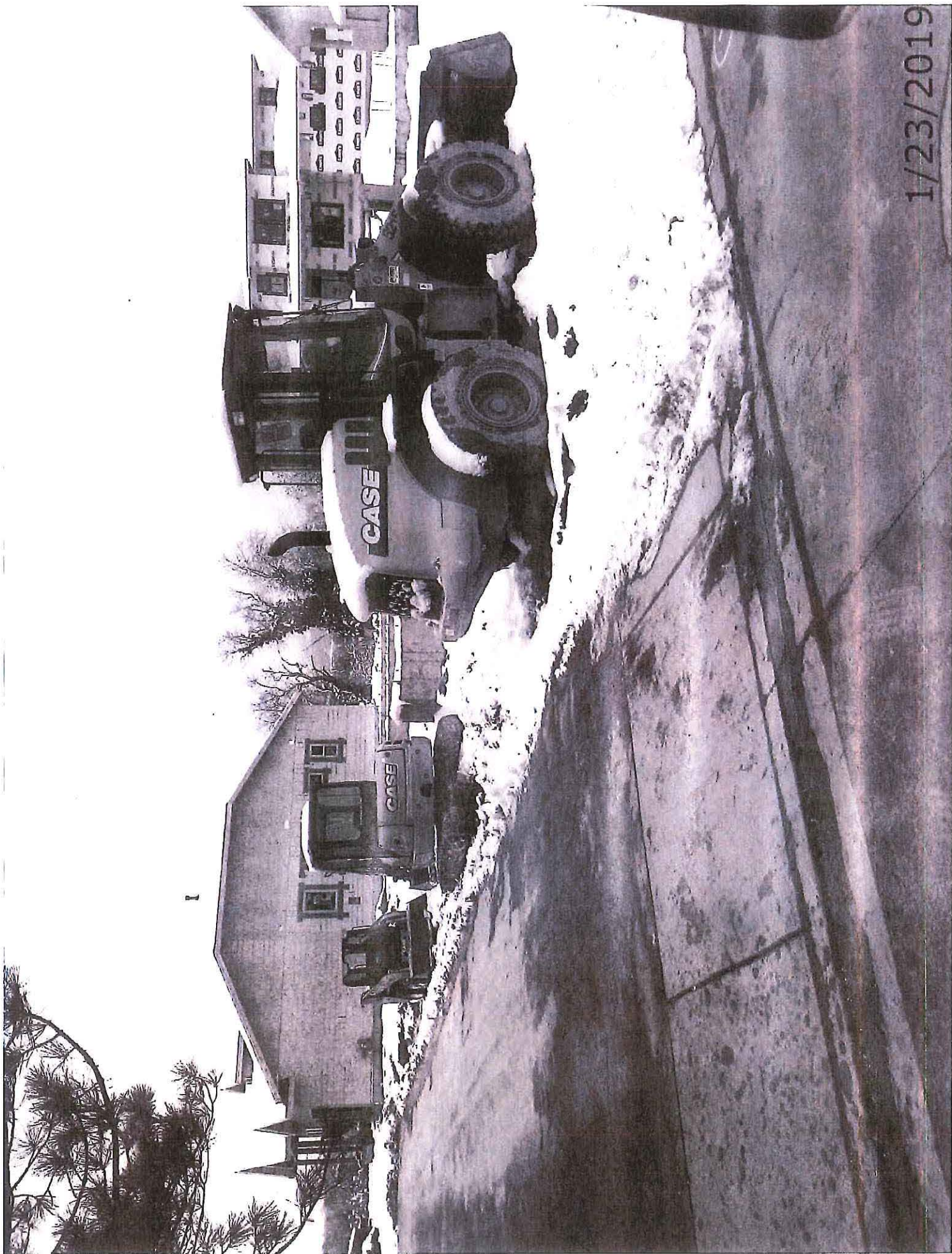
TITLE

DATE

Kw
102
OKJK
11/29/18

PSC Docket No. 19-057-24
DEU Exhibit C

DEU Exhibit “C”



1/23/2019