

D. Lynn Conger, and  
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UTAH PUBLIC  
SERVICE COMMISSION

2020 APR 23 P 1: 25

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**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

IN THE MATTER OF THE FORMAL COMPLAINT OF D. LYNN CONGER AND MICHAEL PAUL ADAMS AGAINST DOMINION ENERGY UTAH	Docket No. 20-057-03  COMPLAINANT'S RESPONSE TO RESPONSE OF DOMINION ENERGY'S RESPONSE
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Respondents, D. Lynn Conger and Michael Paul Adams, respond to the Response of Dominion Energy. As follows:

1. Prior to March 10, 2006, Complainants filed an Informal Complaint to Questar Gas because someone under Questar Gas's direction had trespassed upon the property of the Complainants, climbing the fence to gain illegal access to the property and installed a "device" on the Gas Meter that emitted Radio Waves and completely obliterated the reception of the television which was in the living room of the Complainants home, some six feet behind the wall behind the gas meter. Complainants had NOT been notified in any way that such installation was going to be made, nor advised in any way such access was needed to do so. Complainants only were advised of the device's presence when they requested and paid for a Television Service Call because of the lack of Television Signal caused by Questar's Device.

2. Questar Gas contacted Complainants on March 10, 2006, stating they would "remove the Device" and requested they be allowed to do so. Permission to access the property and to remove the device was "verbally" given, and Questar personnel arrived and removed the Device. The person from Questar explained there was some "problems" with some of the devices and it was all right for us not to have one. He said he was a Supervisor and the Meter would be continued to be read manually as the driver of the vehicle getting the electronic readings from the Devices could do so in "less than a minute." Meanwhile, the Supervisor stated he would personally work with the maker of the Device to have a modification or different model that would not cause television interference supplied to Questar, and he would follow-up and he would be calling in the near future. Neither He nor anyone else from Questar ever called or in any way requested any information, advised of a permanent solution and Complainants simply waited on some word or action by Questar. There was No Contact from Questar ever again with the Complainants. It should be noted here

that there was never any Contact between Questar Gas, or Dominion Energy regarding any problems with obtaining Meter Reads. From 2006 to 2017, a time span of eleven plus years, Complainants were never contacted in any manner regarding anything to do with Meter Reads by anyone. Complainants know of No Problems in that time period.

3. It is the Complainants understanding of the "Code" that Emergency access to premises is established and granted in emergency cases. It is also Complainant's understanding of the Code that timely Notice is required to be given when non-emergency access is needed, which is considered to be 24 hour notice of such needed access. Complainants have never ever been notified by Questar or Dominion Energy of any need for access to Complainant's property for any purpose at any time. Complainants have never received any request for access for Meter Reads or any other reason until after 2017. Complainants have provided Training for Law Enforcement Dogs in many environments including POLICE DOGS, BOMB SNIFFING DOGS, PERSONAL PROTECTION ANIMALS, as well as SPECIAL SERVICE ANIMALS since 1982. Complainants have performed these Services to Clients from their present address since 1991, for 29 continuous years. Several of our Trainees have been awarded medals and awards for their expertise. We are very proud of our record. We are "Silverkennel.com" are registered with the Utah Division of Corporations, and provide the very best in Security for our Dogs and Neighbors by providing locked gates, fencing and a camera surveillance system to provide safety to both the dogs and any visitors, whether wanted or Not Wanted. To jump or climb the fence is a very risky thing to arbitrarily do. The Fence around this property to to keep everyone out and ensure everyone's safety, including the Dogs whose Home this is. These measures are in place to provide safety to ALL, Regarding Meter Reads, the Supervisor in 2006 said it would be quick and easy to rotate the meter to facing the street to make reading easier. Of course that was never done, either. Getting a newer Model Transponder or a Modified one that doesn't provide interference to the nearby Television sets, which was promised by Questar but never supplied in the eleven plus years of ignoring the problem for both of us is not and has not been the answer. It should be noted here, Complainants are NOT the Experts here so they are at the mercy of Questar Gas and Dominion Energy who are the Experts. It should also be noted, Questar Gas and Dominion Energy are the companies who are the experts and offer their services publicly to the Residents of the State of Utah.

4. The Neighboring home at 3163 South 4400 West was a Rental when we moved next door in 1991. It retained that status until the last remodel when it was sold in the Summer of 2019 to a private party. During the previous 28 year period, we have watched that particular house be completely destroyed from within at least six times by various tenants. The Land Lord was an Absentee, who appeared to care less. I offer the following as information in rebuttal to the claims of Dominion Energy in their Item No. 4 of their Response. December of 2017 was the last time a legal tenant lived in that house. Except for a female Squatter in

January of 2018, and another Male Squatter in March of 2018 who claimed to be “working on the remodel” was run off by the Home’s Owner in April, 2018, no one lived in that home from December 2017 until it was remodeled and sold in the Summer of 2019. No landscaping was done on the neighboring house’s yard until the last half of 2019 and that was done by the New Owners after they moved in. This timeline may be verified by the West Valley City Building Permit and Inspection Department.

5. As a Rebuttal to Dominion Energy’s Response, Item No. 5, The Company never called by Telephone or in personal contact, or in any other manner Regarding “installing a new transponder or anything regarding a “Meter Read” from 2006 to 2020, except after Complainants Filed a Formal Complaint, Complainants were contacted by Lenora Abell on behalf of Dominion Energy. A conversation between Ms. Abell and Mr. Adams outlined how and when a “new Transponder” would be furnished by Dominion Energy, tested, and if successful in operation, would be left at Complainant’s Residence to provide all future Meter Reads. This was the Telephone Call Promised by the Questar Gas Supervisor in 2006, and waited for by Complainants for some Fourteen Years . Finally, Questar Gas’s promised solution to Television Signal Interference and the Reading of the Complainant’s Gas Meter were solved. However, Complainant’s “Not Being Experts,” but relying on those who are Experts:” Questar Gas and Dominion Energy, are wondering if **Fourteen Years** could be considered an “excessive” length of time to not solve what appears to be a small problem for two Large Public Utility Companies, such as, Questar Gas and Dominion Energy. Nearly a decade and a half for this to be taken care of is a travesty and a negligent manner to provide care and service from a Public Utility managing a monopoly according to State Regulations and Rules. How many other Customers unbeknown to us are in similar circumstances?

6. Complainants spent over an hour’s time going over and attempting to understand anything relevant to this Action and were unable to do so in Response 6.. It appears to Complainants this Exhibit 1 of Dominion Energy is a fully blacked out, (redacted), copy of some worksheet being used for some purpose unknown to Complainants and is Immaterial, Irrelevant, and has no bearing to this Action. Complainants have never seen this Document and are unable to understand any purpose as it is fully “blacked out.” Complainants did, at the request of an anonymous Customer Service Agent for Dominion Energy, photograph the face of the Meter and provided that photo to Dominion Energy, which proved the “Estimated Bill was more than 20% over the actual usage to be billed requiring an adjustment of over \$60.00 to be applied to a Credit to Complainant’s overcharged bill. Throughout the entire period of constant and excessive “estimated bills, all bills were mostly some 20 to 25% in favor of Dominion Energy, providing an “unearned” revenue source to them as well as skewing the Correct figures being kept as a true record of Annual Gas Usage by the Complainants. Attached is Complainants “**Exhibit 1,**” clearly showing the excessive use of “estimated” billing

practices which conflict with and are against the provisions of the State Code, These Estimated Reads were not justified and were only used to harass the Complainants because Complainants were complaining of their use of "Estimated Reads." **Please See Exhibit 1.**

7. Prior to receipt of the Last Bill from Questar Gas, which was Dated June 26,2017, Complainants were participating in a "Budget Plan" provided by Questar Gas which, based on Usage History, provided for twelve equal payments a year making the gas bill more friendly to Customers by providing a Consistent and Regular amount for Customer's Monthly Gas Bill. Complainant's Gas Bill was \$68.00 Monthly in June, 2017. Complainants had participated in this plan for many months and found it to be Customer friendly and useful to Customer's Budgeting. The New Bill dated July of 2017, was now sent by Dominion Energy. That bill reflected the same \$68.00 monthly charge as did the Dominion Energy bills for July, 2017 and August, 2017. However, the Bill sent for September now showed a credit of \$70.41, was an "Estimated Read" and was marked "**Do Not Pay.**" The following October 2017 bill from Dominion Energy reflected an \$11.41 credit, was showing "Total Amount Due" as being 0.00. The Bill was also marked, "**Credit Balance, Do Not Send Payment. Your account has a credit balance.** At this point in time, without any explanation as to what was happening with the "Budget Plan" Dominion Energy had "Cancelled the Budget Plan without any Notice or Explanation, Refused to allow Complainants to Pay their Charges as agreed upon in the past, all based on an "Estimated Read," which Dominion Energy would soon become famous for far into the future with Complainants. In the preceding 90 days, Dominion Energy had billed for and "emptied the Budget Plan surplus of the Complainants and changed the amount of the Complainants Budget Plan downward to \$59 and caused Complainants to now have a negative balance of 213.22, all based on three "Estimated Reads" contrary to the provisions of the "Code" Utah used to guide Public Utilities. Customer Service was called by Complainants and they were told it would be "looked into" and they would call back with an answer. Meanwhile, Complainants paid the next monthly \$59.00 Budget bill for January, 2018. No Calls were returned by Dominion Energy's Customer Service and we still had no answers regarding the unexplained changes to the "Budget Plan." Complainants then received a bill as of February 23, 2018 for a new Budget Monthly Amount for \$101.00. Based on Current Usage History, Complainants were using approximately \$800.00 annually and paying for this amount monthly. The new Budget Amount was \$101.00, which would amount to \$1,212.00 annually, an increase of nearly 50%, based on an "Estimated Read" which in itself was contrary to the Utah "Code" of the Public Service Commission. Complainants called Customer Service at Dominion Energy complaining of this inequity. Complainants complained of the grossly inflated demand for \$101.00 monthly payments to the Budget Plan and demanded they no longer participate in such lopsided and based on a "Estimated Read" plan. Complainants asked for a current up to date Bill and demanded to be billed Monthly using Actual Gas used. Customer Service Agent Lilia Gomez then explained the Heat Program and mailed out pamphlets explaining further that program for

folks unable to pay their bill and implied Complainants were part of that category. She set the Budget Plan amount to be \$70.00 from this time on. After several months, Complainants being unable to follow the accounting of the Budget Plan working with Lilia Gomez, and being continuously informed of the merits of the HEAT Plan, Complainants withdrew from the Budget Plan, asking to simply be Billed Monthly for that month's incurred charges. **Please See Exhibit 2**

8. Regarding Dominion Energy's Response 8, quoting Utah Admin Code R746-200-4(1) outlining procedures for use of this Section of Code, highlights Dominion Energy's lack of any attempt to comply with this rule to the detriment of the Complainants.

9. Complainants have a Camera Surveillance System which is operative and in place since 2016, recording 24 hours a day, 7 days a week, covering their property which is in question here. According to the Company claims of "Direct Contact with Complainants," No Direct Contact has ever been recorded on Complainants Camera Security System since the system was installed, except for contact discussed and outlined as having occurred in this Response to Company's Response 9, where Company admits to having contacted Complainant's neighbors regarding Complainants Business dealings with Dominion Energy directly compromising Complainant's Privacy Rights.

10. In Company's Response 10, Company claims that . . . "Complainants have failed to provide the company with access to its meter during regular route visits, despite repeated notification that access is necessary . . ." Complainants have never been provided with any schedule of "regular route visits," never had any access requested by telephone, or by any other form of communication. Access has never been requested by the company in conformance with the Utah Code as required, unless it was previously described in this Response by Complainants. Company's own Fourteen year history of doing nothing regarding the defective Transponder of 2006, to solve that problem speaks for itself. Access couldn't, and wouldn't have been granted to the Company if no Request for Access was made by the Company. That is the case here. No Request was ever made to Complainants for access to read the meter other than outlined in this Response by Complainants to Dominion Energy's Response. Total lack of any Action by the Company for Fourteen years after their Promise to "fix the problem" and not doing so, is the reason(s) for this entire Issue, which was further compounded by attempting to change the Meter Reads to full "Estimated" reads not allowed by Utah Code.

11. After the installation of a new Transponder at the Complainant's residence in March, 2020, the new equipment is working as intended and there is no further need for any "manual" reads of the meter servicing the Complainants Meter. It is expected this will continue for some time. However, the Company should be required to warranty that operation as long

as there is a necessity to monitor and bill for Complainant's Usage of product furnished by the Company to Complainants. Company should be permanently enjoined from any future Estimated Read at this meter location for any Billing Purposes whatsoever, and Company should be required to maintain this Transponder in perfect working conditions at all times during its service. Company has been negligent in the past **FOURTEEN YEARS**, failing to provide this service to Complainants while providing such service to most all other Customers of the Company, has abused the emergency power of "Estimated" Meter Reads, causing Complainants Frustration at forced overpayments of incorrect charges. These Practices are requested by Complainants to be prohibited by the Company in the future and any possible penalties under the Utah Code be imposed against the Company for the Company's negligence in compliance with the Utah Code.

**DATED: APRIL 18, 2020.**

/S/ Michael Paul Adams

And D. Lynn Conger, Complainants

**CERTIFICATE OF SERVICE**

**DOCKET NO. 20-057-03**

I, **MICHAEL PAUL ADAMS CERTIFY** that on April 18, 2020, a true and correct copy of the foregoing was served upon the following as indicated below by Depositing said Copies in the U. S. Mail at the West Valley City Local Branch of the United States Mail:

**1. Utah Division of Public Utilities**

Heber Wells Building  
160 East 300 South, 4<sup>th</sup> Floor  
P.O. Box 146751  
Salt Lake City, UT 84114-6751

And

**2. Dominion Energy**

Leora Abell  
333 So. State Street  
Salt Lake City, Utah 84111

/s/Michael Paul Adams

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## **EXHIBIT 1**

**D. LYNN CONGER and  
MICHAEL PAUL ADAMS**

**DOCKET NO. 20-057-03**







































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**EXHIBIT 2**

**D. LYNN CONGER and  
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