

Dominion Energy Utah  
Law Department  
333 South State Street, Salt Lake City, UT 84111  
DominionEnergy.com



January 4, 2019

Todd DeFeudis  
3534 E. Wasatch Grove Lane  
Cottonwood Heights, UT 84171

**Via U.S. Mail and e-mail**  
toddedefeudis@gmail.com

Re: Informal Complaint No. C18-0026 filed with the Utah Division of Public Utilities

Dear Mr. DeFeudis:

Questar Gas Company dba Dominion Energy Utah (DEU) is in receipt of your Informal Complaint filed with the Utah Division of Public Utilities, related to the installation of a gas line, meter and service on the residence you are constructing at 402 Aspen Road, Francis, Utah (the "Residence").

A. Factual Background

In October 2017, you submitted a request to install a natural gas service line at the Residence. As part of your request, you stated that you would be installing natural gas appliances with natural gas usage estimated at 289,000/btu. (*See Exhibit A, Request for Service*). Based on the information provided by you, DEU provided a cost for installation of the service line, riser and shading (sanding) for the type of btu load provided. As per DEU policy, you were asked to sign DEU's Standard Service Line Agreement (the "Service Agreement") for the installation and initiation of gas service, which you did (*See Exhibit B, Service Line Agreement*). With your knowledge and approval, DEU thereafter proceeded with the installation of the gas line and riser.

However, on or about April 13, 2018, DEU received notice from the City of Francis stating that the load on the natural gas line was 545,000/btu, rather than the 289,000/btu that you had previously represented and requested. The increased load requires a larger DEU gas meter. The increased load has modified the initial design resulting in additional construction costs. The installation of an appropriately-sized meter is an issue of safety and compliance with applicable regulations by DEU. DEU agreed to install a new, larger gas meter required by the *actual* btu load upon payment of \$604.00 to cover the cost for that meter and installation. DEU has repeatedly explained these facts to you orally and, ultimately, in writing on December 12, 2018 (*See Exhibit C, Correspondence from A. Magrane to T. DeFeudis dated December 12, 2018*).

Despite having the issue explained to you, you have consistently refused to pay the \$604.00 for the installation of the new meter, have accused DEU and its individual employees of "criminal" activity and threatened to sue DEU and its employees for "antitrust," "extortion," and other unspecified "violations" of law. On November 26, 2018, you also demanded in writing that DEU not enter the property at the Residence or install any larger meter. DEU has honored that request. However, as stated previously to you, DEU will install the larger gas meter and begin natural gas service to the Residence promptly upon payment of the \$604 for the larger meter.

Todd DeFeudis  
January 4, 2019  
Page 2

B. Response to Informal Complaint

From review of your Informal Complaint,

DEU would like to correct several factual claims made in your complaint. First, DEU has never claimed that, if you didn't sign the Service Agreement that DEU would "put a lien on the property." DEU policy (and what has been stated to you by all of its representatives) is that DEU will not install service to a property without a signed Service Agreement, or payment of the additional amount for the cost of the larger meter and installation costs. Second, DEU did not "realize there was a problem with the line" when DEU "went to connect services." As explained in detail above, DEU installed a gas line and meter based upon your request at the Residence. DEU later learned from the City of Francis that the btu usage information that you had previously provided to DEU was not accurate and DEU would be required to install a larger meter based on the more accurate information. You were never told that you had to "pay for repairs." Rather, you have been told that, based on safety concerns, DEU would have to install a larger gas meter and you are required to pay for that installation.

Should you have any questions or concerns, do not hesitate to contact me.

Sincerely,



Leora Price, ACP  
Paralegal  
Direct Dial: 801-324-5820  
E-mail: Leora.Price@dominionenergy.com

Cc: Cynthia Dumas, Utah Division of Public Utilities  
cdumas@utah.gov

**Exhibit A**



The **CORE**

### Service Line Agreement

#### Service

Center: PKC Zone: Zone 10 High Pressure In Area: No Job Type: **NEW SERVICE**  
☐ Permit ☐ Cust Dug Frost: No  
 Customer Type: RESIDENTIAL Stage of Construction: Backfill Date:   
 Service Address: 402 ASPEN RD Street Coord: Unit:  
 Sub Division: WILD WILLOW Lot #: 18  
 City: FRANCIS State: UT Zip Code: 84036

#### Customer

First: TODD Middle: Last/Business: DEFEUDIS  
 Mailing Address: 3534 E WASATCH GROVE I Unit#:   
 City: COTTONWOOD HC State: UT Zip: 84171

#### Contacts

TODD Name: TODD   
 Home: ( ) - Office: ( ) -  
 Mobile: (801) 300 - 9640 Fax: ( ) -  
 eMail: todddefeudis@gmail.com

#### Appliances

Appliances: Qty: BTU: Rebate: Stub: ☐  

FURNACE	1	209000	\$0.00
RANGE/STOVE	1	46000	\$0.00
WATER HEATER	1	34000	\$0.00
<b>Total:</b>	<b>3</b>	<b>289000</b>	<b>\$0.00</b>
	<b>CFH:</b>	<b>355</b>	

#### Meter

Meter/Riser Location: Standard Meter Pressure: 4 oz Meter Protection: Not Required Meter Pad: Not Required  
 Meter Location Description: 1 or 3 ft back from front corner opposite side of garage

#### Service Line

Size: Select Size Type: Plastic Contract Ftg: Total Ftg: Price: Total Cost:  
 EFV: ☐ na ☐ 475 ☐ 1200 ☒ 1800 ☐ 3600 ☐ 5500 ☐ SLSV   

3/4"	Plastic	42	42	\$8.75	\$367.50
<b>Total:</b>		<b>42</b>	<b>42</b>		<b>\$367.50</b>

#### Main

Location: Short Side Main Pipe Size: 2" Main Pipe Type: Plastic Pressure: IHP  
☐ Run with Main MJO00 1023914

#### Approval

Service Line Id: Job Id: SJ0001684983 Blanket/Project No.: 01044582 ☐ Project  
 Created By: Sargent, Whit Status: ARCHIVE

#### Construction Notes (Contractor Worksheet)

CUSTOMER WILL NOT PAY FOR FROST.

#### Special Conditions (Contract)

CUSTOMER WILL NOT PAY FOR FROST.

#### Comments (Internal Only)

Add Comment:

#### Engineering Tech

Dave Christensen ☐ Right of Way

#### Pricing

PKC - TEMPEST ENTERPRISES

#### Itemized Charges

Description	Qty	Price	View on Contract
Select an item			<input type="checkbox"/>
		Lin Ft	<input type="checkbox"/>
Meter Charge	1	0.00 Each	\$0.00
Riser	1	94.01 Each	\$94.01
Shading	42	2.32 Lin Ft	\$97.44
<b>Total:</b>			<b>\$191.45</b>

42 feet of service at a cost of: \$ 367.50  
 Itemized Charges: + \$ 191.45  
 Rebate - \$ 0.00  
 Sub Total: = \$ 558.95  
 Federal Tax(0%) Total Tax = \$ 0  
 Contribution required by customer = \$ 558.95  
 Total Customer Payments = \$ 558.95

Process without Payment ☐

**Exhibit B**





**Dominion Energy** SERVICE LINE AGREEMENT  
STANDARD FORM

0817

CENTER	JOB ID	SERVICE LINE ID
PKC	SJ0001584983	



<b>CUSTOMER</b> TODD DEFEUDIS		<b>APPLIANCES TO BE CONNECTED</b>		<b>METER PAD</b>
<b>SERVICE ADDRESS</b> 402 ASPEN RD		#	TYPE	BTU
<b>SUBDIVISION</b> WILD WILLOW		1	FURNACE	209000
<b>CITY OR COUNTY</b> FRANCIS		1	RANGE/STOVE	46000
<b>STATE</b> UT	<b>ZIP CODE</b> 84036	1	WATER HEATER	34000
<b>MAILING ADDRESS</b> 3534 E WASATCH GROVE LN COTTONWOOD HGHTS, UT 84171		Total BTU		289000
<b>SERVICE LINE COSTS</b> Installation Charges \$58.95		<b>RISER LOCATION</b> Standard - 1 OR 3 FT BACK FROM FRONT CORNER OPPOSITE SIDE OF GARAGE		<b>METER PRESSURE</b> 4 oz
<b>PIPE SIZE</b> 3/4"		<b>JOB TYPE</b> NEW INSTALL (SERVICE)		<b>METER PROTECT</b> ● Not Required ○ By Customer ○ By QGC
<b>TOTAL CUSTOMER COST NOW DUE</b> \$558.95		<b>SPECIAL CONDITIONS</b> CUSTOMER WILL NOT PAY FOR FRUIT.		

Please submit payment to Dominion Energy, ATTN Remittance DNR 107, PO Box 45360, Salt Lake City, Utah 84145-0360  
To pay with credit card please call 1-800-323-5517 or go to [speedpay.dominionenergy.com](http://speedpay.dominionenergy.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, tax 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, liens, fines, 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.

<b>TODD DEFEUDIS</b> BY: <i>[Signature]</i> TITLE: _____ DATE: _____		Prepared by: Sargent, Whitney <b>DOMINION ENERGY UTAH</b> BY: _____ TITLE: _____ DATE: _____	
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**Exhibit C**



Dominion Energy Utah  
Law Department  
333 South State Street, Salt Lake City, UT 84111  
DominionEnergy.com



December 12, 2018

Todd DeFeudis  
3534 E. Wasatch Grove Lane  
Cottonwood Heights, UT 84171

Re: Service Line Installation at 402 Aspen Road, Wild Willow, Utah

Dear Mr. DeFeudis:

Questar Gas Company dba Dominion Energy Utah (DEU) is in receipt of your e-mail dated November 26, 2018 demanding that DEU cease and desist all work at 402 Aspen Road, Wild Willow, Utah (Residence). Since receipt of your November 26, 2018 email, Dominion Energy has complied with your request and no work has been performed by DEU at the Residence. In addition, DEU will not complete any additional work at the Residence until a resolution is reached on this issue. DEU is also in receipt of your email dated December 12, 2018 wherein you have made claims of extortion and fraud over the issue of the installation of the natural gas line at the Residence.

On or around October, 2017 you submitted a request for new natural gas service at the Residence. As part of the request, you stated that you intended to install natural gas appliances with natural gas usage estimated at 289,000/btu. Based on the information provided, DEU provided a cost for installation of the service line, gas meter riser and shading (sanding) for the type of load you presented which equaled \$558.95. You provided payment of \$558.95 for the installation of the service line, gas meter riser and shading. DEU then proceeded with the installation as set forth in the Service Line Agreement. On or about April 13, 2018, prior to the natural gas meter being set at the Residence, DEU received notice from the City of Francis that the actual load on the customer fuel line was 545,000/btu. The increased load requires a larger DEU meter, and has modified the initial design resulting in additional construction costs.

You are disputing the additional construction cost of \$604.00 to install a larger gas meter, as well as the issue of whether or not you signed and agreed to the terms of the Service Line Agreement. While it is true that you wrote "signed in dispute" on the original Service Line Agreement, payment was made by you for the installation of the service line, and the work to install the service line and riser was completed. Therefore, an agreement was formed, and DEU installed the service line as it agreed to do.

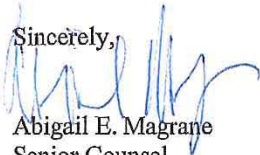
There does seem to be some confusion about the natural gas line installed on the property. The line is not the improper size, and has the ability to accommodate the larger meter that is now necessary. Therefore, the additional costs are not associated with replacing the service line, but are the costs to install the larger meter that is now necessary due to the increased btu load.

If you still desire to have a natural gas meter installed at the Residence, you will need to pay the additional charge of \$604.00 for the larger meter set which is necessary to accommodate the



modifications you made to the Residence.

Sincerely,



Abigail E. Magrane  
Senior Counsel

Direct Dial: 801-324-5231

E-mail: [Abbie.Magrane@dominionenergy.com](mailto:Abbie.Magrane@dominionenergy.com)