

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of Formal Complaint of)
Dwayne W. Meadows, PhD against Questar)
Gas Company)

DOCKET NO. 12-057-03

CANCELLATION OF HEARING

AND

ORDER OF DISMISSAL

ISSUED: April 11, 2012

SYNOPSIS

The Commission enters this Order granting Questar's and the Division's separately filed motions to dismiss.

By The Commission:

CANCELLATION OF HEARING

Notice is hereby given that the hearing previously scheduled in this matter for Wednesday, April 18, 2012, beginning at 9:00 am, is hereby cancelled.

ORDER OF DISMISSAL

I. INTRODUCTION

Questar Gas Company ("Questar") and the Division of Public Utilities (the "Division") separately seek to dismiss the formal complaint filed by Dwayne W. Meadows, PhD ("Dr. Meadows") for failure to state a claim upon which relief may be granted. Both Questar and the Division cite to the landlord agreement that Dr. Meadows signed in support of their

respective motions.

II. ISSUE AND STANDARD OF REVIEW

Rule 12(b)(6) of the Utah Rules of Civil Procedure, which is incorporated by reference by Utah Admin. Code R746-100-1(C), permits a party to file a motion to dismiss for “failure to state a claim upon which relief can be granted.” Utah R. Civ. P. 12(b)(6). In ruling on a motion to dismiss for failure to state a claim, the Commission construes the complaint in the light most favorable to the complainant and indulges all reasonable inferences in his favor. Cf. Munteer v. Utah Power & Light Co., 823 P.2d 1055, 1058 (Utah 1991).

III. BACKGROUND

1. Dr. Meadows is in the business of renting residential properties to tenants in Ogden, Utah. See Formal Complaint at 1, filed January 31, 2012.
2. On August 31, 2009, Dr. Meadows entered a landlord agreement (“Agreement”) with Questar for property located at 1015 E 4050 S, Ogden, Utah 84403-2430 (the “Property”). See Landlord Agreement, Attached as Appendix A of Division Memo, filed February 2, 2012. Paragraph seven (7) of the Agreement states: “Questar . . . may terminate service for either nonpayment of bills by the tenant or unauthorized usage. Questar . . . will mail notice to the [landlord] after the tenant’s service is terminated.” Id. The Agreement lists Dr. Meadows’s contact address in Greenbelt, Maryland. See id.
3. On January 4, 2012, Questar terminated service at the Property for nonpayment.

See Letter from Questar, to Dr. Meadows, Attached as Appendix B of Division Memo, filed February 2, 2012. One day later, on January 5, 2012, Questar sent Dr. Meadows a letter informing him of the termination. See id. The letter states, in pertinent part: “We have a service agreement that authorizes gas service to be left on between tenants at the service address listed above [i.e., 1015 E 4050 S, Ogden, Utah 84403-2430]. However, gas service was terminated at that address on 1/4/2012 because of nonpayment.” Id.

4. On January 12, 2012, Dr. Meadows filed an informal complaint with the Division, asserting that when the tenant of his rental property, who receives HUD, Section 8 housing assistance, defaulted on her payment to Questar, Questar shut off the gas to the property on January 4, 2012. See Informal Complaint Report, dated January 12, 2012. Dr. Meadows asserts that Questar’s actions put his property at risk by shutting off the gas during the winter without notifying him beforehand. Dr. Meadows mentions no specific damage to his Property¹ but requests “triple” damages, fees, and costs for the damage and negligence caused by Questar’s conduct. See id. at 2.

5. On January 31, 2012, Dr. Meadows filed a formal complaint with the Commission. See Formal Complaint, filed January 31, 2012. The formal complaint mirrors the informal complaint to a large degree. Dr. Meadows requests that 1) Questar’s policy be addressed, 2) that the Commission order a Questar executive to contact him to mediate his concerns, and 3) that Questar be sanctioned. See id. at 2-3. Additionally, Dr. Meadows

¹ He alleges that Questar’s actions “put[] my house at risk of tens of thousands of dollars of damage from bursts water pipes.” Informal Complaint at 2, dated January 12, 2012.

reiterates his request for “triple” damages, fees, and costs. See id. at 3. The complaint is signed “Dwayne Meadows.” See id.

6. On January 31, 2012, the Commission sent an action request to the Division to analyze Dr. Meadows’s complaint. See Action Request, dated January 31, 2012. The Commission requested a response due date from the Division of March 1, 2012. See id.

7. On February 2, 2012, the Division filed its response to the Commission’s action request. See Division Memo, filed February 2, 2012. The Division memo analyzes Dr. Meadows’s complaint and recommends dismissal of it because Questar neither (1) violated the Agreement with Dr. Meadows, nor (2) violated the company’s tariff. See id. at 2. The Division further suggests that “[w]hile there may be room for improvements to the . . . Agreement and processes for shut-offs, notification, and the like, a complaint proceeding should not be the platform for changes that may affect and benefit many others not involved in this dispute.” Id. Citing Docket No. 09-057-17, wherein another Questar customer filed a formal complaint involving a similar contract as involved in this docket, the Division quotes the Order of Dismissal in that case: “Although the landlord has some risk, as evidenced by this matter, he also receives the benefits from the Agreement.... In exchange for those benefits, he must be aware of the terms of the Agreement, e.g.[,] pay the bills in a timely manner, notify the Company when he desires to terminate service, etc. Therefore, the Commission finds that the Agreement strikes an appropriate balance between competing interests.” Id.

8. On February 13, 2012, a status conference was duly noticed for February 23, 2012 before the administrative law judge for the Commission. See Notice of Status of Status

Conference, issued February 13, 2012 . The notice states: “On February 2, 2012, the Division . . . filed a recommendation suggesting this matter be dismissed because the Division found no violation of the . . . Agreement between [Dr.] Meadows and Questar, nor violation of company tariff. The purpose of this status conference is to clarify whether [Dr.] Meadows wishes to proceed in this matter, in which case a scheduling order and hearing date will be set. Or, in the alternative, if [Dr.] Meadows does not wish to proceed in this matter, then the matter will be dismissed.” Id.

9. On February 13 and 14, 2012, Dr. Meadows sent e-mails to the Commission and numerous other parties complaining that he was not referred to as “Dr.”² and that his e-mail address was circulated to other parties without his permission.³ See E-mail from Dwayne Meadows, to Public Service Commission (Feb. 13, 2012; 3:38 MST), and E-mail from Dwayne Meadows, to Public Service Commission (Feb. 14, 2012; 6:46 MST).

10. On February 15, 2012, an amended notice of status conference was issued, which referred to the complainant as “Dr. Meadows.” Amended Notice of Status Conference, issued February 15, 2012.

11. Both the notice of status conference and the amended notice of status conference explained how individuals may participate by telephone:

Individuals wishing to participate in the status conference by telephone should contact the [Commission] two days in advance by calling (801) 530-6716 or (toll-free) 1-866-PSC-UTAH (1-866-772-8824). Participants attending by telephone should

² See supra paragraph 5 (noting Dr. Meadows signed his complaint with no title denoted).

³ These same parties are the ones Dr. Meadows included in his e-mail to the Commission.

then call the [Commission] five minutes prior to the conference to ensure participation.

See Notice of Status Conference at 1, and Amended Notice of Status Conference at 1-2.

(Emphasis added).

12. On February 20, 2012, Dr. Meadows sent an e-mail to the Commission, stating “I will be calling in [to the status conference] by phone and will also call at 801-530-6716 to that effect.” E-mail from Dwayne Meadows, to Public Service Commission (Feb. 20, 2012; 3:31 MST).

13. On February 21, 2012, Dr. Meadows telephoned the Commission to inquire about participating in the February 23, 2012 hearing by phone.

14. On February 23, 2012, a status conference was held before the administrative law judge for the Commission. Dr. Meadows e-mailed the Commission and the Division seven minutes before the hearing began inquiring about why his February 21, 2012 phone call was not returned and indicating that he would not be participating in the hearing because, as he stated, “I’m headed out of state at the moment for a business mtg [sic].” E-mail from Dwayne Meadows, to Public Service Commission (Feb. 23, 2012; 8:53 MST). Dr. Meadows did not call the day of the hearing as instructed in the notices (see paragraph 11 above).

15. At the February 23, 2012 scheduling conference, Jenniffer Nelson appeared on behalf of Questar, and Patricia Schmid appeared on behalf of the Division. A copy of Dr. Meadows’s February 23, 2012 e-mail referenced above was admitted into evidence as “DPU Hearing Exhibit #1.” The message contains a disrespectful and vulgar reference to the

Division's handling of Dr. Meadows's complaint.

16. On February 24, 2012, a scheduling order and notice of hearing was issued. See Notice of Scheduling Order and Hearing, issued February 24, 2012. The order stresses the following concerning Dr. Meadows's February 23, 2012 e-mail:

The Commission does not tolerate disrespectful, disorderly, or contumacious language or conduct. See Utah Admin. Code R746-100-10(E)(2)(a)-(c). The Commission always seeks to provide balance, professional and civil discourse as it resolves complaints and reminds complainants to participate with publicly appropriate demeanor.

17. On February 25, 2012, Dr. Meadows sent an e-mail to the Commission stating that he did not know which number to call in on for the status conference and challenging the meaning of the vulgar reference contained in his earlier message. See E-mail from Dwayne Meadows, to Public Service Commission (Feb. 25, 2012; 5:42 MST). Dr. Meadows also asserts that the language used in his prior e-mail is "appropriate under the circumstances of the [Division's] and [Commission's] ongoing incompetence." Id.

18. On February 26, 2012, Dr. Meadows filed a request for production of documents. See E-mail from Dwayne Meadows, to Public Service Commission (Feb. 26, 2012; 4:31 MST).

19. On February 27, 2012, Dr. Meadows sent an e-mail referring to the Commission as an "abomination" and requesting that they "resign or consider [a form of ritualistic suicide involving disembowelment] to restore your honor." E-mail from Dwayne Meadows, to Public Service Commission (Feb. 27, 2012; 4:57 MST).

20. On March 7, 2012, Dr. Meadows filed a motion to compel discovery. See E-mail

from Dwayne Meadows, to Public Service Commission (March 6, 2012; 7:37 MST).

21. On March 7, 2012, Questar filed an answer and motion to dismiss the complaint. See Answer of Questar Gas Company and Motion to Dismiss, filed March 7, 2012. Questar argues that Dr. Meadows's complaint should be dismissed for failure to state a claim because Questar's conduct was in accordance with the terms of its Agreement with Dr. Meadows and with the approved tariff on file with the Commission. See id. at 5. Questar also outlines several benefits the Agreement serves, id. at 3-4, and concludes "that it would be in the best interest of all parties to send a written notice to all [property owners or managers] prior to terminating a tenant's service" Id. at 5 (emphasis added). A sample draft letter is attached denoting Questar's change to notify property owners or managers of a disconnection *before* (rather than *after*) it is subject to occur. See id., Exhibit C.

22. On March 8, 2012, the Commission e-mailed Dr. Meadows a notice of filing of answer and motion to dismiss. See Notice of Filing of Answer and Motion to Dismiss, issued March 8, 2012. The notice states:

On March 7, 2012, Questar Gas Company filed its Answer and Motion to Dismiss ("Questar's filing") in this docket. In accordance with the Notice of Scheduling Order and Hearing, issued on February 24, 2012, Dwayne W. Meadows, PhD has until 5:00 pm MST, Tuesday, March 27, 2012 to file a response to Questar's filing.

Id. See also E-mail from Public Service Commission, to Dr. Meadows (March 8, 2012; 3:42 MST).

23. On March 9, 2012, Dr. Meadows sent an e-mail to the Commission in which he

stated he had not received a copy of Questar's answer and motion to dismiss and he requested an electronic copy. See E-mail from Dwayne Meadows, to Public Service Commission (March 9, 2012; 7:22 MST). This message again contains disrespectful and vulgar references.

24. On March 9, 2012, the Commission sent Dr. Meadows an electronic copy of Questar's answer and motion to dismiss. See E-mail from Public Service Commission, to Dwayne Meadows (March 9, 2012; 9:08 MST).

25. On March 9, 2012, Dr. Meadows e-mailed a response to Questar's answer and motion to dismiss. See E-mail from Dwayne Meadows, to Public Service Commission (March 9, 2012; 9:24 MST). Dr. Meadows's response concludes, "[w]hile some of these matters are outside of the purview of the [Commission], Wuestar's [sic] failure to contact me to discuss any of them, or to have anyone beyond a first line customer service employee contact me is grossly negligent and means this process now widens to other venues. You had your chance." Id.

26. On March 12, 2012, the Division filed a motion to dismiss the complaint. See Division of Public Utilities' Motion to Dismiss Formal Complaint, filed March 12, 2012.

27. On March 12, 2012, Dr. Meadows e-mailed a response to the Division's motion to dismiss. See E-mail from Dwayne Meadows, to Public Service Commission (March 12, 2012; 4:00 MST). Dr. Meadows's response claims he has a right to see his tenant's records with Questar to determine whether proper notice was provided to her. See id. Dr. Meadows further claims that he is entitled to know how other utilities in the State will comply with the policy proposed by Questar and how that practice will comply with federal law. See id. Dr. Meadows's response concludes, "I am not going away until this is solved for all property owners

for all utilities in the state.” Id.

28. On March 12, 2012, Questar filed a response to Dr. Meadows’s motion to compel, noting that it would respond to Dr. Meadows’s discovery request on March 25, 2012. See Response of Questar Gas Company to Motion Compelling Production of Documents, filed March 12, 2012.

29. On March 14, 2012, the Commission entered an order shortening the discovery response time to March 21, 2012. See Order Shortening Time for Response to Discovery Request, issued March 14, 2012.

30. On March 19, 2012, Questar sent an e-mail to Dr. Meadows informing him that if his data request included information concerning his tenant’s account, he would need to provide written authorization to obtain that information. See E-mail from Questar, to Dwayne Meadows (March 19, 2012; 1:34 MST).

31. On March 21, 2012, Questar filed a response to Dr. Meadows’s discovery request. See Respondent Questar Gas Company’s Responses to Dr. Meadows’s Request for Production of Documents, filed March 21, 2012.

32. Dr. Meadows’s deadline to submit a response to the pending motions expired on March 27, 2012, see Notice of Scheduling Order and Hearing, issued February 24, 2012, and he filed no further response.

33. On April 2, 2012, the Division filed a reply memorandum to Dr. Meadows’s e-mail responses. See Division of Public Utilities’ Reply Regarding Motion to Dismiss Formal Complaint, filed April 2, 2012.

34. On April 8, 2012, Dr. Meadows sent an e-mail to the Commission in which he stated that Questar's disconnection "did not result in any physical damage to my property...." E-mail from Dwayne Meadows, to Public Service Commission (Apr. 8, 2012; 8:29 MST). Dr. Meadows further stated that he intends to take up his concerns with "the [L]egislature next year." Id.

35. The Commission considers Dr. Meadows's e-mails as his response to the pending motions.

IV. ANALYSIS

A. Dr. Meadows's Landlord Agreement with Questar

1. The Agreement Itself

Dr. Meadows first challenges Questar's practice of terminating service to a tenant for nonpayment and then afterwards notifying the property owner of the termination, thereby allegedly putting his property at risk of damage. Dr. Meadows explains the situation as follows:

As a landlord I generally have 2 options for prov[id]ing natural gas service. [I can] [p]ut the service in my name and charge the tenant monthly for the utility bill, and assume all liability for unpaid bills, while being limited in the amount of security deposit I can charge; or [I can] put the service in [the] tenant's name. If service is in [the] tenant's name I can enter a landlord agreement with Questar to have the service transferred back into my name when [the] tenant moves out. But Questar has a specific provision in that policy that lets them terminate gas service to the tenant and NOT inform the owner of the property until many days later....

Formal Complaint at 1, filed January 31, 2012. The specific provision Dr. Meadows refers to is paragraph seven (7) of the Agreement he signed with Questar, which states: *Questar Gas may*

terminate service for either nonpayment of bills by the tenant or unauthorized usage. Questar Gas will mail notice to the [landlord] after the tenant's service is terminated. Landlord Agreement, dated August 31, 2009.

When interpreting a contract, [the Commission] first looks to the contract's four corners to determine the parties' intentions, which are controlling. If the language within the four corners of the contract is unambiguous, then [the Commission] does not resort to extrinsic evidence of the contract's meaning, and [the Commission] determines the parties intentions from the plain meaning of the contractual language as a matter of law.

Fairbourn Commercial, Inc. v. American Housing Partners, Inc., 2003 UT App. 98, ¶ 15 (citation omitted).

In this docket, Questar terminated service to Dr. Meadows's tenant on January 4, 2012, and one day later, on January 5, 2012, Questar notified Dr. Meadows in writing of the termination. See Letter from Questar, to Dwayne Meadows (Jan. 5, 2012).⁴ Dr. Meadows claims he did not receive the notice until many days later; however, given that his mailing address on file with Questar is out of state, a delay of several days is plausible, if not to be expected.⁵ The Agreement clearly states that notice will be *mailed*.⁶ Similarly, the Agreement

⁴ This is consistent with Questar's current policy. See Answer of Questar Gas Company and Motion to Dismiss at 4, filed March 7, 2012 (explaining that the Company sends the landlord notice on the same day of termination of service, unless termination occurs after 3:00 p.m. and then the notice is sent the next business day; no terminations occur on Fridays). Going forward, Questar will send the landlord notice *before* rather than *after* termination occurs. See id. at 5. The Division agrees with this change and notes it will improve the process. See Division of Public Utilities' Motion to Dismiss Formal Complaint at 1-2, filed March 12, 2012.

⁵ In his responses, Dr. Meadows argues he is entitled to his tenant's customer records with Questar, and he claims that Questar's failure to provide those documents is another violation. See E-mail from Dwayne Meadows, to Public Service Commission (March 9, 2012; 9:24 MST). See also E-mail from Dwayne Meadows, to Public Service Commission (March 12, 2012; 4:00 MST). Dr. Meadows is not entitled the customer records of his tenant. His tenant is not a party to his complaint; thus, Questar is not required to provide the documents (and indeed doing

clearly states that notice will be made *after* the termination to the tenant.⁷ “We will not make a better contract for the parties than they have made for themselves. Nor will we avoid the contract’s plain language to achieve an ‘equitable’ result.” Bakowski v. Mountain States Steel, Inc., 2002 UT 62, ¶ 19 (citations omitted). See also Utah Farm Bureau Ins. Co. v. Crook, 1999 UT 47, ¶ 6 (“courts must enforce an unambiguous contract and may not rewrite [a] contract . . . if the language is clear.” (Internal quotations & citations omitted)); Provo City Corp. v. Nielson Scott Co., 603 P.2d 803, 806 (Utah 1979) (“A court will not rewrite an unambiguous contract”).

As stated above, Utah law requires that where there is a written contract, the intent of the parties is determined by the plain language of the contract itself. When a contractual provision is clear and unambiguous, the Commission neither rewrites it nor limit its effect by reading into it other terms. Questar is not contractually obligated to go beyond what the Agreement requires -- i.e., to *mail* Dr. Meadows notice *after* service is terminated.⁸ The Division determined Questar violated no agreement or Company tariff. See Division

so could implicate privacy concerns). Dr. Meadows lacks standing to demand any records other than those pertaining to himself and his relationship with Questar.

Dr. Meadows also argues he is entitled to information concerning how other utilities will be held accountable, either by rule or law, to make their practices consistent with federal law, etc. See E-mail from Dwayne Meadows, to Public Service Commission (March 12, 2012; 4:00 MST). Dr. Meadows’s complaint concerns Questar; thus, the Commission focus is only on Questar in this docket. Since Dr. Meadows’s complaint is limited to Questar (and that complaint is limited to a specific contract), he is not entitled to make global inquiries about other utilities not part of this docket. Simply put, Dr. Meadows lacks standing to demand the level of response he is demanding.

⁶ If Dr. Meadows desired a quicker response, he could have provided a local contact or negotiated different terms, such as requiring a phone call, which he also complains he did not receive.

⁷ If Dr. Meadows expected a different response, he could have requested different terms when executing the Agreement with Questar.

⁸ See infra n.4 (noting Questar’s practice going forward and the Division’s agreement with it).

Recommendation at 2, filed February 2, 2012. There is no basis to Dr. Meadows's claim. Accordingly, we dismiss it.

2. Public Policy Supporting the Agreement

Dr. Meadows also questions Questar's policy of notifying landlords after a termination and he argues that Questar's practice violates federal housing regulations related to low-income tenants. Dr. Meadows acknowledges that some of these issues are "outside of the purview" of the Commission.⁹ We do not, however, address Dr. Meadows's federal housing issue, as that issue is not within the Commission's jurisdiction.

Prior Commission orders recognize the public interest that landlord agreements serve. In *In re Application of Mountain Fuel Supply Co.*, for example, the Commission stated:

Mountain Fuel[, Questar's predecessor,] currently offers to owners of residential rental properties the convenience of leaving gas service on at a rental unit in those cases where the property owner has signed an agreement . . . that he will be responsible for any gas usage that takes place during the interim period between a prior tenant and the next tenant. This procedure has eliminated disputes among old tenant, new tenant, landlord and Mountain Fuel concerning the responsibility for usage during the interim period before a new tenant takes up residence. The alternatives of physical disconnection and reconnection are costly if performed by the Company and otherwise problematic if attempted by the tenant or landlord. We find that it is in the public interest to continue this program for rental property owners.

Report and Order, Docket No. 82-057-15, issued December 21, 1983 (the "*1983 Mountain Fuel Order*"). More recently, in *In the Matter of the Formal Complaint of Stephen Justesen against*

⁹ E-mail from Dwayne Meadows, to Public Service Commission (March 9, 2012; 9:24 MST).

Questar Gas Company, the Commission ruled that a landlord who had entered a landlord agreement with Questar but failed to notify the company of the sale of the property until nearly 8 years later was responsible for an arrearage of approximately \$700.00. See Order of Dismissal, Docket No. 09-057-17, issued April 26, 2010. Relying in part on the *1983 Mountain Fuel Order*, the Commission stated that its order in the *Justesen* docket “is an effort at balancing the desire to maintain rates for the public at rates as low as possible, the right of the Company to earn an adequate rate of return, and specifically, the needs of individual landlords who provide service to tenants.” Id. at 10. The Commission further noted in *Justesen* that as of 2009 the Company had over 40,000 active Landlord Agreements and the Commission does not think it proper to make the Company monitor the land records for each of its 40,000 landlord customers. See id. at 11. Here, although it is customer records rather than land records that are at issue, our conclusion is the same in light of the fact that the Agreement is clear and unambiguous. See supra above. Furthermore, Dr. Meadows is an educated individual who is in the business of renting residential properties to tenants and, from his own complaint, he understands the possible repercussions of a tenant not keeping current with his or her bill, and he could have negotiated different terms before he signed the Agreement if he wanted a different result.¹⁰ Cf. Provo City Corp., 603 P.2d at 87 (reversing judgment to plaintiff and entering judgment in favor of defendant where the court found “[t]his case does not involve an injured party who lacked bargaining power to protect itself against the imposition of harsh terms; the [plaintiff] could have made [changes to the contract] . . . that would have placed increased responsibilities upon [the

¹⁰ See supra nn. 6 and 7.

defendant]”). Therefore, we uphold our prior orders that Questar’s landlord agreement policy is in the public interest. Additionally, while not part of this order, we note that Questar has committed to giving prior notice to landlords in the future even though not required to do so as part of the Agreement. See infra n.4.

B. Dr. Meadows’s Alleged Damages Claim

Dr. Meadows also alleges unspecified damages and fees. See Formal Complaint at 3. However, in a subsequent response, Dr. Meadows states that his property suffered no “physical damage.” E-mail from Dwayne Meadows, to Public Service Commission (Apr. 8, 2012; 8:29 AM). “It is the district court, not the Commission, that has jurisdiction to consider claims for damages for wrongful disconnection or other torts committed by a public utility.” McCune v. Mountain Bell Telephone, 758 P.2d 914, 916 (Utah 1988). Therefore, the Commission lacks jurisdiction to consider Dr. Meadows’s damages claim.

C. Dr. Meadows’s Request for Mediation and Sanctions

Having found no basis in Dr. Meadows’s underlying claim, the Commission also dismisses his request for an order requiring a Questar executive to contact him to mediate his concerns, and that sanctions be entered against Questar.

ORDER

For the foregoing reasons, this matter is dismissed.

DATED at Salt Lake City, Utah this 11 day of April, 2012.

/s/Melanie A. Reif

DOCKET NO. 12-057-03

-17-

Administrative Law Judge

Approved and confirmed this 11 day of April, 2012, as the Report and Order of
the Public Service Commission of Utah.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Gary Widerburg
Commission Secretary
221871

Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this order by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of Utah Code Ann. §§ 63G-4-401, 63G-4-403, and the Utah Rules of Appellate Procedure.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th day of April, 2012, a true and correct copy of the foregoing was served upon the following as indicated below:

By E-Mail:

Dwayne W. Meadows



Questar Gas Company
Jennifer Nelson (jenniffer.nelson@questar.com)
Arminda I. Jurgenson (arminda.jurgenson@questar.com)

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