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Attorney for Dominion Energy Utah

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE INFORMATIONAL FILING OF DOMINION ENERGY UTAH CONCERNING THE TRANSPONDER REPLACEMENT PROGRAM AND REQUEST FOR A WAIVER OF APPLICABLE COMMISSION RULES	Docket No. 19-057-25 SETTLEMENT STIPULATION
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Pursuant to Utah Code Ann. § 54-7-1, Dominion Energy Utah (Dominion Energy or Company), the Utah Division of Public Utilities (Division), and the Utah Office of Consumer Services (Office) submit this Settlement Stipulation in resolution of the issues raised in this docket. Dominion Energy, the Division, and the Office shall be referred to herein, collectively, as the “Parties.”

PROCEDURAL HISTORY

1. On October 1, 2019, the Company filed the Informational Filing and Request for Waiver of Commission Rules (Company’s Initial Filing) in this matter.
2. On October 2, 2019, the Commission issued a Notice of Filing and Comment Period setting dates for comments, reply comments and a hearing in this matter.

3. On October 31, 2019, the Office filed Legal Comments Regarding Dominion Energy Utah's Informational Filing and Request for Waiver of Commission Rules and the Division filed an Action Request Response. Since that time, the Parties have engaged in settlement discussions. The Parties have reached a settlement agreement, as set forth below.

TERMS AND CONDITIONS

4. In settlement of the matters raised in this docket, the Parties submit this Settlement Stipulation for the Commission's approval and adoption.

5. The Parties agree for purposes of settlement that the Commission should temporarily waive the provisions of Utah Admin. Code §§ R746-200-4(B) and R746-320-8(A)-(C) effective immediately and until September 30, 2020. On October 1, 2020 the Commission's waiver should terminate. The Parties further agree that the Commission need not waive any provision of the Company's Utah Natural Gas Tariff No. 500 (Tariff).

6. The Parties agree for purposes of settlement the Company's transponder replacement program described in the Company's Initial Filing shall be completed on or before September 30, 2020. Should the Company need to extend this deadline, it must apply to the Commission for permission to do so.

7. The Parties agree for purposes of settlement that the Company will review each informal complaint received by the Division from a customer whose bill had been estimated, including any such complaints received by the Division prior to the date of this Settlement Stipulation or thereafter. If any such customers received bills for estimates exceeding six consecutive months, the Company will calculate the underbilled amount exceeding six months and, at shareholder expense, refund that amount to the customer.

8. The Parties agree for purposes of settlement that the Commission should impose a \$500.00 penalty upon the Company. No additional penalties will be imposed for Dominion Energy's past actions or inactions identified within this Docket.

9. The Parties agree that the Company will provide quarterly updates to the Commission about the status of the transponder replacement program and the extent of the estimated meter reads on its system. At the conclusion of the replacement program the Company will file a final status report with the Commission notifying the Commission and Parties that the program is complete.

10. The Company commits that in future instances where it becomes aware that it is at risk of violating a Commission rule or Tariff provision that it will bring this issue to the Commission's attention as soon as practicable and move for a waiver when appropriate. The Parties agree and request that this commitment be expressly incorporated into any order approving this settlement.

GENERAL

11. The Parties agree that settlement of those issues identified above is in the public interest and that the results are just and reasonable.

12. The Parties have reached a full and final resolution of those issues identified in this Docket.

13. The Parties agree that no part of this Settlement Stipulation, or the formulae or methods used in developing the same, or a Commission order approving the same, shall in any manner be argued or considered as precedential in any future case. This Settlement Stipulation does not resolve, does not provide any inferences regarding, and the Parties are free to take any position with respect to, any issues not specifically identified and settled herein. All negotiations

related to this Settlement Stipulation are privileged and confidential, and no Party shall be bound by any position asserted in negotiations. Neither the execution of this Settlement Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle or practice of ratemaking; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Settlement Stipulation.

14. Dominion Energy will, and the Division and the Office may, each make one or more witnesses available to explain and support this Settlement Stipulation to the Commission. Such witnesses will be available for examination. The Parties shall support the Commission's approval of the Settlement Stipulation. As applied to the Division and the Office, the explanation and support shall be consistent with their statutory authority and responsibility. So that the record in this docket is complete, all pleadings, comments and action request responses that have been filed in this Docket shall be admitted as evidence.

15. The Parties agree that if any person challenges the approval of this Settlement Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Settlement Stipulation, each Party will use its best efforts to support the terms and conditions of the Settlement Stipulation. As applied to the Division and the Office, the phrase "use its best efforts" means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Settlement Stipulation, no Party shall take a position in that judicial review opposed to the Settlement Stipulation.

16. Except with regard to the obligations of the Parties under paragraphs 13, 14 and 15 of this Settlement Stipulation, this Settlement Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission. This Settlement Stipulation is an integrated whole, and either Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Settlement Stipulation or imposes any material change or condition on approval of this Settlement Stipulation, or if the Commission's approval of this Settlement Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Settlement Stipulation consistent with the order. No Party shall withdraw from the Settlement Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Settlement Stipulation, the remaining Parties retain the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses and no Party shall be bound or prejudiced by the terms and conditions of the Settlement Stipulation.

17. This Settlement Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

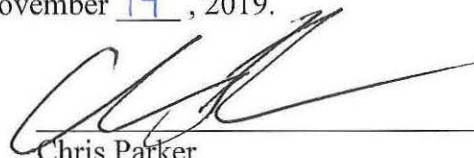
RELIEF REQUESTED

Based on the foregoing, the Parties request that the Commission issue an order approving this Settlement Stipulation and adopting its terms and conditions.

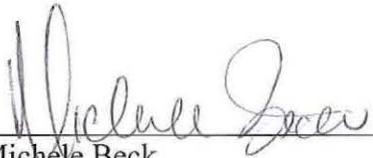
RESPECTFULLY SUBMITTED: November 14, 2019.



Kelly B Mendenhall
Dominion Energy Utah
Director Regulatory and Pricing



Chris Parker
Division of Public Utilities
Director



Michele Beck
Office of Consumer Services
Director

CERTIFICATE OF SERVICE

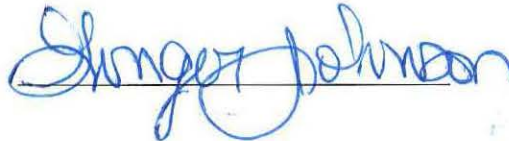
The undersigned hereby certifies that a true and correct copy of the Settlement Stipulation was served upon the following persons by e-mail on November 14, 2019:

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A handwritten signature in blue ink that reads "Shinger Johnson". The signature is written in a cursive style and is positioned above a horizontal line.