SYNOPSIS

The Public Service Commission of Utah (PSC) approves a settlement stipulation related to Dominion Energy Utah’s (DEU) proposed modifications to its Utah Natural Gas Tariff PSCU 500 (Tariff), including a new Section 5.07, Renewable Natural Gas (RNG) Transportation Service to Natural Gas Vehicle (NGV) Stations – RNGT, and other related changes.

BACKGROUND AND PROCEDURAL HISTORY

On November 1, 2018, DEU filed an application (Application) with the PSC requesting approval to modify its Tariff to allow DEU to contract with biomethane (i.e., renewable natural gas or RNG) suppliers to supply RNG to their customers using DEU’s NGV fueling stations. Specifically, the Application proposes a new category entitled “Transportation of Biomethane Volumes to NGV Stations” to Tariff Section 7.07, Gas Quality.

On November 7, 2018, the PSC issued a Scheduling Order, Notice of Technical Conference, Notice of Hearing, and Order Suspending Tariff (Scheduling Order). On December 6, 2018, DEU filed a Motion to Modify Scheduling Order (Motion) requesting the PSC vacate the deadline for comments and reply comments set forth in the Scheduling Order and to permit testimony at the scheduled hearing supporting a forthcoming settlement stipulation. The PSC granted DEU’s Motion on December 6, 2018.

On December 13, 2018, DEU filed a Settlement Stipulation (Stipulation). DEU, the Division of Public Utilities (DPU), and the Office of Consumer Services (OCS) (collectively, the
Parties) executed the Stipulation. The Parties agree to the following in resolution of the issues raised in DEU’s Application: 1) the originally proposed changes to Section 7.07 of the Tariff will be incorporated into a new Tariff Section 5.07, entitled “Renewable Natural Gas (RNG) Transportation Service to Natural Gas Vehicle (NGV) Stations – RNGT”1, 2) additional language will be included in the “Requirements” portion of Tariff Section 7, “General Provisions,” to clarify that biomethane producers seeking to take service under the RNGT Tariff must utilize given standard transportation service nominating procedures; and 3) an update to the Tariff glossary, reflecting the definitions of the terms “Approved Receipt Point,” “Alternate Receipt Point,” and “Receipt Point” referred to in the Tariff. In Paragraph 9 of the Stipulation, “[t]he Parties agree that settlement . . . is in the public interest and that the results are just and reasonable.”3 Likewise, in Paragraph 7 of the Stipulation, the Parties agree that the Tariff “provides transparency to the public, clarity to potential RNG transporters who will seek RNGT service, and ensures that [DEU’s] RNGT service will be offered in a fair and consistent way.”4

The PSC’s designated Presiding Officer held a hearing concerning the proposed Stipulation on December 20, 2018. DEU, the DPU, and the OCS each appeared along with their counsel. DEU testified that the Stipulation is just and reasonable in result, and provided a summary of the Stipulation and the events leading up to its execution. DEU further testified it is seeking a January 1, 2019 effective date of the Tariff. DEU committed to filing updated Tariff

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1 Stipulation, Exhibits A (Tariff in clean format) and B (Tariff in legislative format).
2 This new section includes accompanying terms and conditions, and provisions aligning general operational aspects of RNGT service with those otherwise applicable to other forms of DEU transportation service, including facility modification costs; required contract provisions; fees, rates, and charges; and conditions of service.
3 Supra n.1 at 5, ¶ 9.
4 Id. n.1 at 3, ¶ 7.
sheets, shortly after the hearing, to reflect the January 1, 2019 effective date and to correct a minor typographical error.

The DPU testified it supports the Stipulation and the proposed Tariff changes. The DPU further testified that the Tariff is just and reasonable in result. The DPU also testified that the proposed Tariff changes will help clarify the general requirements for renewable natural gas transporters and will provide a framework for how the billing components will be structured and included in a special contract, which will be presented to the PSC for review and approval. The DPU supported a January 1, 2019 effective date for the proposed Tariff and the correction of the typographical error in the legislative copy of the Tariff.

The OCS testified that the Stipulation, taken as a whole, is just and reasonable in result. The OCS further testified that it is appropriate and important to have the new Tariff Section 5.07 clearly lay out the primary terms, conditions, and applicable rates related to RNGT service. Noting that the new service is in some respects like transportation service and in other respects is like natural gas vehicle (NGV) service, the OCS testified the Tariff changes appropriately tie to some of the rates and conditions of both transportation service and NGV service schedules, while allowing for certain limited variances in the contract if those are demonstrated to be in the public interest. The OCS further testified that the Tariff changes provide good clarifications regarding how biomethane is accepted into DEU’s system. In addition, the OCS testified that these Tariff changes help move forward potentially innovative programs advancing renewable natural gas. The OCS supported a January 1, 2019 effective date for the proposed Tariff changes and the correction of the typographical error in the legislative copy of the Tariff.
No one opposed the Stipulation.

Following the hearing, on December 21, 2018, DEU filed amended tariff sheets.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Settlements of matters before the PSC are encouraged at any stage of a proceeding. In evaluating a settlement, we consider it as a whole and must find whether the settlement is just and reasonable in result and whether the record evidence supports this finding.

The evidence in this docket is uncontested. Consistent with Paragraph 9 of the Stipulation and the testimony at hearing, the Parties agree that the Stipulation is just and reasonable in result. Further, no party opposed the Stipulation.

Based on the Application and its exhibits as amended, the testimony at hearing, our review of the Stipulation, and there being no opposition to the Stipulation, we find settlement of these issues is in the public interest, and that the Stipulation is just and reasonable in result.

**ORDER**

Based on the foregoing findings and conclusions,

1) We approve the Settlement Stipulation filed in this docket on December 13, 2018; and

2) We approve the amended tariff sheets, filed December 21, 2018 in this docket.

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5 *See* Utah Code Ann. § 54-7-1(3)(a).
6 *See* Utah Code Ann. § 54-7-1(3)(d)(i)(A)-(B).
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 written order by filing a request for review or rehearing with the PSC 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 PSC 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 PSC’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 CERTIFY that on December 24, 2018, a true and correct copy of the foregoing was served upon the following as indicated below:

By E-Mail:

Jennifer N. Clark (jennifer.clark@dominionenergy.com)
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Erika Tedder (etedder@utah.gov)
Division of Public Utilities

By Hand-Delivery:

Office of Consumer Services
160 East 300 South, 2nd Floor
Salt Lake City, UT 84111

_________________________________
Administrative Assistant
BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF DOMINION ENERGY UTAH FOR APPROVAL OF MODIFICATIONS TO TARIFF SECTION 7.07

Docket No. 18-057-T05

SETTLEMENT STIPULATION

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 the Company’s Application in this docket. Dominion Energy, the Division, and the Office shall be referred to herein, collectively, as the “Parties.”
PROCEDURAL HISTORY

1. On November 1, 2018, the Company filed an Application in this matter seeking the Utah Public Service Commission’s (Commission) approval of a change to the Company’s Utah Natural Gas Tariff No. 500 (Tariff) to permit the Company to offer a service by which it would transport Renewable Natural Gas (RNG) from a delivery point into its system to its compressed natural gas stations. The transporter of those volumes could sell the RNG to natural gas vehicle fleets and other natural gas vehicles.

2. The Commission issued a Scheduling Order, Notice of Technical Conference, Notice of Hearing and Order Suspending Tariff on November 9, 2018 setting dates for a technical conference, comments, reply comments, and a hearing in this matter. On November 19, 2018, the Commission held a technical conference on this matter.

3. Since that time, the Parties have engaged in settlement discussions. On December 6, 2018, the Company filed a Motion to Modify Scheduling Order requesting that the Commission vacate the dates for comments and reply comments in order to permit the parties to complete settlement discussions and to prepare this settlement stipulation. On December 6, 2018, the Commission issued an Amended Scheduling Order vacating those dates.

4. The Parties have reached a settlement agreement, as set forth below.

TERMS AND CONDITIONS

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

6. The Parties agree for purposes of settlement that Section 7.07 of the Tariff will be amended as shown in DEU Exhibits A and B. The proposed Tariff changes are shown in clean
format in DEU Exhibit A and in legislative format in DEU Exhibit B, both of which are attached hereto. The Parties have agreed that the service proposed by the Company in this docket would be more appropriately placed within the transportation service section of the Tariff (Section 5). Accordingly, Parties propose removing the originally proposed changes to Section 7.07 of the Tariff, and adding language to the “Requirements” portion of Section 7 of the Tariff to make clear that Biomethane producers seeking to take service under the new RNGT Tariff must utilize standard nominating procedures.

7. The Parties agree for purposes of settlement that Section 5.07, Renewable Natural Gas Transportation Service to Natural Gas Vehicle Stations – RNGT, should be incorporated into the Tariff, as shown in DEU Exhibits A and B. The proposed Section 5.07 includes terms and conditions for the proposed service that clearly delineate the requirements for such transporters, and protections for both customers and the Company. The Company initially intended to include such terms and conditions in a special contract with any customer taking service under the proposed Tariff. However, the Parties agreed instead to incorporate those terms and conditions into the Tariff itself. Doing so provides transparency to the public, clarity to potential RNG transporters who will seek RNGT service, and ensures that the Company’s RNGT service will be offered in a fair and consistent way. In addition to language clarifying applicability, definitions, availability, and application for RNGT service, specific additions to Section 5.07 include:

   a) Facility Modifications – This section incorporates facility modification requirements that are applicable under other transportation service.

Specifically, if a customer seeks RNGT service that would require upgrades or
modifications, the prospective customer would pay for such system improvements.

b) **Required Contract** – This section provides a list of key elements that are to be included in a contract for RNGT service. Those key elements are: 1) a defined receipt point for each NGV station to be used under the service, 2) alternate receipt points, 3) provisions related to indemnification, and 4) fees and charges under the service. In addition, this section requires a QuestLine agreement to be executed in order for the contract to become effective. Again, this addition is consistent with requirements for customers receiving other forms of transportation service.

c) **Fees, Rates, and Charges** – This section provides the framework for how billing components will be shaped under the contract. Such components will include a cost-based administrative fee, the distribution non-gas rate shown in Tariff section 2.04 or another alternative rate if approved by the Commission, the transportation imbalance charge shown in section 5.04 of the Tariff, local charges and applicable state sales taxes, and fuel reimbursement of 1.5%. The Parties agree that including this framework will allow the Company to collect the costs associated with this service in a manner consistent with transportation service, avoid any inter-class subsidies, but still allow flexibility for the Company to develop a rate that reflects an RNGT customer’s unique characteristics and/or the benefits a particular RNGT customer could bring.
d) **Conditions of Service** – This section includes various conditions of service and is consistent with the conditions of service included in each transportation service rate class under Section 5 of the Tariff.

8. The Parties agree for purposes of settlement that the glossary to the Tariff should also be updated to reflect the definitions of Approved Receipt Point, Alternate Receipt Point, and Receipt Point. These definitions have been added and are reflected in DEU Exhibits A and B.

**General**

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

10. The Parties have reached a full and final resolution of those issues identified above.

11. 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.
12. Dominion Energy, the Division, and the Office will 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 its statutory authority and responsibility, and nothing in this Settlement Stipulation shall abrogate the authority and responsibilities of the Division under Utah Code. Ann. § 54-4a-1, et seq. So that the record in this docket is complete, all testimony, exhibits, and attachments to the Application that have been filed prior to the execution of this Settlement Stipulation, and this Settlement Stipulation with its exhibits and attachments, shall be admitted as evidence.

13. 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 it shall do so in a manner consistent with its 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.

14. Except with regard to the obligations of the Parties under paragraphs 11, 12 and 13 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 any 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.

15. 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.

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 December 13, 2018:

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[Signature]
5.07 RENEWABLE NATURAL GAS (RNG) TRANSPORTATION SERVICE TO NATURAL GAS VEHICLE (NGV) STATIONS – RNGT

APPLICABILITY

This section outlines the terms and conditions for RNG transporters to transport RNG on the Company’s system for the purpose of distributing the RNG at the Company-owned NGV stations to the RNG transporters’ NGV customers (RNGT Service). Each RNG transporter seeking service under this section must enter into a written contract for such service, and each such contract will not become effective until approved by the Utah Public Service Commission (Commission).

DEFINITIONS

Renewable Natural Gas is Biomethane (see section 7.07) or natural gas with contractually assigned green attributes from Biomethane pursuant to applicable state or federal laws, statutes, rules, or regulations.

Green attributes mean any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Biomethane project, and its avoided emission of pollutants.

Receipt Point (as defined in Tariff glossary) is the point at which measured gas enters the DEU system.

AVAILABILITY

This service is available for transportation of customer-owned RNG from a receipt point on the Company’s distribution system to a contractually defined set of connected Company-owned NGV stations in Utah.

APPLICATION

An RNG transporter who wishes to transport RNG to an NGV station may receive transportation service under this section to be used at the Dominion Energy NGV stations. An RNG production facility under construction may satisfy this requirement but must be placed into service within 18 months of the time transportation service to the Company-owned NGV stations begins. During this 18 month construction window, the RNG transporter may transport natural gas from another source to the Company-owned NGV stations, whether renewable or non-renewable, subject to the remaining terms of this tariff. If the RNG production facility is not placed into service within 18 months of the contract effective date then service under this tariff will be terminated.

The Company will require a nonrefundable application fee of $5,000.00 from each RNG transporter requesting service under this section, as a partial offset to the Company’s costs related to the preparation of a contract for review by the Commission, which fee shall not be refunded whether a contract is ultimately executed. For purposes of application of this fee, one application fee will be assessed for a RNG transporter having multiple receipt and/or delivery points.

FACILITY MODIFICATIONS

Before entering into a contract with an RNG transporter under this section, the Company will analyze its system to ensure adequate capacity of Company-owned facilities, including above-the-
ground equipment (such as CNG compressors, fuel dispensers, card readers) and below-the-ground infrastructure (such as the service line pressure, upstream capacity) to assure that sufficient capacity exists to extend service to the RNG transporter.

Any costs to modify existing Company facilities or to install new Company facilities required in order to provide service shall be paid to the Company by the RNG transporter in advance of construction, unless other arrangements have been made. All service is subject to the availability of new or additional service requirements shown in § 9.02.

REQUIRED CONTRACT

Each RNG transporter receiving RNGT Service must enter into a contract with the Company, and each such contract shall not be effective until approved by the Commission. The contract will include the following provisions:

1. An Approved Receipt Point and daily contract limit for each station where RNG will be delivered.

2. Identification of potential Alternate Receipt Points, at which the Company may also, in its sole discretion, accept the RNG transporter's gas. The Company reserves the right to require each RNG transporter to utilize the Approved Receipt Point when, in the Company’s sole discretion, its operational needs support such a change from any Alternate Receipt Point(s).

3. Provisions to ensure that RNG transporters will defend and indemnify the Company against all claims, demands, costs or expenses for losses of any nature (whether direct or consequential), damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the service or use of gas service by the RNG transporter, or its NGV customers.

4. Fees and charges as described below.

An RNG transporter must also execute a QuestLine Access Agreement and return it to the Company before the contract becomes effective.

FEES, RATES, AND CHARGES

As approved by the Commission, an RNG transporter taking service under this section shall be subject to all fees, rates and charges specified in the contract.

The contract shall include the following rate components:

1. A cost-based Administrative fee;

2. Distribution Non-Gas Rate;
   a. Unless otherwise provided in the Commission-approved contract, the RNG transporter shall pay the total Distribution Non-Gas Rate (DNG) as specified in the Natural Gas Vehicle tariff section 2.04 (subject to the Energy Assistance cap described in the Conditions of Service below);
   b. Approval by the Commission of an alternative DNG rate calculated under this section shall be based on a finding that the amount calculated is just and reasonable and in the public interest. Evaluation of the public interest shall include consideration of use of
system facilities and contributions to system fixed costs, and any other items the Commission determines to be relevant.

3. The transportation imbalance charge as shown in § 5.04;

4. Local charges and applicable state sales tax stated in § 8.02; and

5. Fuel reimbursement of 1.5% applies to all volumes transported as defined in § 5.01.

CONDITIONS OF SERVICE

1. The RNG transporter must make nominations each day pursuant to § 5.05. Nominations will have the same priority of service as TSF.
2. The RNG transporter will be subject to all provisions of § 5.06 and will be treated as TSF.
3. The Energy Assistance rate is subject to a maximum per month and other conditions as specified in §8.03.
4. At least annually the RNG transporter must provide to the Company current contact information as shown in the Contract Term and Acknowledgements provision in § 5.01.
5. The RNG transporter must comply with § 7.07 – Gas Quality for any biomethane delivered directly from a supply facility to the Company’s system.
6. At least annually the RNG transporter must provide to the Company evidence that substantially all of the transported volumes received were RNG as defined above.

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7.07 GAS QUALITY

APPLICABILITY

Any natural gas supplies transported on or delivered to Dominion Energy Utah’s system must conform to either FERC-approved tariff specifications or the requirements of this Tariff section 7.07, except as otherwise set forth below.

ACCEPTANCE OF GAS

If any gas supplies tendered for receipt to Dominion Energy Utah’s system fail at any time to conform to the quality specifications set forth herein, Dominion Energy Utah may refuse to accept receipt of the non-conforming supplies. Dominion Energy Utah’s refusal to accept non-conforming supplies does not relieve the Applicant of any of its obligations under this Tariff. Dominion Energy Utah will notify an Applicant when the Applicant’s gas does not conform to Dominion Energy Utah’s specifications. However, such notification does not relieve the Applicant of its responsibility to monitor test results and to take corrective action if needed. Dominion Energy Utah may elect to accept non-conforming natural gas supplies, in its sole discretion. Dominion Energy Utah’s acceptance of gas supplies that do not conform to these specifications does not constitute any waiver of Dominion Energy Utah’s right to refuse to accept similarly nonconforming gas.

GAS QUALITY SPECIFICATIONS

Dominion Energy Utah may refuse to accept gas that does not conform to the specifications listed below and other requirements set forth in this Tariff:

1. Interchangeability. The Wobbe Index of the gas shall not be less than 1,309 and not greater than 1,382. Wobbe Index is derived by dividing the higher heating value of the gas in Btu per standard cubic foot by the square root of its specific gravity with respect to air. Dominion Energy Utah defines “standard cubic foot” as a cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit.

2. Hydrogen Sulfide. The gas shall contain no more than 0.25 grains of hydrogen sulfide, measured as hydrogen sulfide, per one hundred standard cubic feet [4 parts per million (ppm)].

3. Inert Substances. The gas shall not contain total inert substances in excess of 3 percent by volume and carbon dioxide (CO₂) in excess of 2 percent by volume.

4. Merchantability. The gas shall not contain dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Dominion Energy Utah, or which shall cause the gas to become unmarketable.

5. Hazardous Substances. Except as otherwise expressly set forth herein, gas levels of substances shall not exceed levels deemed hazardous or toxic that are subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.
6. Oxygen. The gas shall contain less than 1,000 ppm or 0.1 percent of oxygen by volume of gas.

7. Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit at any receipt or delivery point.

8. Total Sulfur. The gas shall not contain more than 5 grains of total sulfur per 1,000 standard cubic feet (MSCF) or 8.4 parts per million by volume (ppmv), of which not more than 2 grains shall be mercaptan sulfur.

9. Water Vapor. The gas shall contain no more than 5 pounds of water vapor per million standard cubic feet.

10. Liquids. The gas tendered for transportation at a receipt point shall not contain any free liquids of any nature and shall have a Cryosolvent Hydrocarbon Dew Point (CHDP) of 15 degrees Fahrenheit or less.

11. CHDP Calculation. Dominion Energy Utah shall perform the CHDP calculations using, in Dominion Energy Utah’s sole discretion, the Peng-Robinson calculation or other industry-recognized equation of state and C9+ gas chromatograph composition analysis. In the event of a dispute over calculated CHDP temperature at a given receipt point, Dominion Energy Utah’s calculated value shall control unless the disputing party can clearly identify the cause of the error.

BIOMETHANE

Definitions

The following definitions shall apply in interpreting this Section 7.07 of Dominion Energy Utah’s Utah Natural Gas Tariff.

“Applicant” means a producer seeking to deliver Biomethane directly to the Dominion Energy Utah system.

“Biogas” means gas that is produced from the anaerobic decomposition of organic material. The gas is a mixture of methane, carbon dioxide, and other constituents, and must be conditioned into Biomethane prior to receipt into the Dominion Energy Utah system.

“Biomethane” means Biogas that meets the gas quality standards of this tariff, and any other standards imposed by Dominion Energy Utah in its sole discretion, and any applicable standards for injection into a common carrier pipeline. Biomethane must be free from bacteria, pathogens and any other substances injurious to utility facilities, customer equipment or people, or other constituents that would cause the gas to be unmarketable.

“Hazardous Waste Landfill” means all contiguous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste. The facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units, or combinations of these units.
Additional Facilities

Applicants seeking to deliver Biomethane for transportation on Dominion Energy Utah’s system shall bear all actual costs for engineering and construction or modification of any facilities that Dominion Energy Utah deems, in its sole discretion, to be necessary, appropriate or convenient. Such facilities may include, but are not limited to, taps, valves, piping, measuring equipment, gas sampling equipment, odorizing equipment, pressure regulation equipment, land rights, permits, communication equipment, software programming, and scheduling systems. All such equipment shall be and remain the property of Dominion Energy Utah. Applicant shall enter into agreement(s) with Dominion Energy Utah addressing such engineering, construction, modification and payment.

Requirements

Dominion Energy Utah may, but is not required to, accept Biomethane for transportation or delivery on its system if it determines, in its sole discretion, that:

1. The Biomethane is free from bacteria, pathogens and any other substances injurious to utility facilities or people, or other constituents that would cause the gas to be unmarketable;

2. The Biomethane can be delivered into Dominion Energy Utah’s existing high-pressure system at a point with sufficient flows and pressures to enable blending sufficient to ensure proper dilution of constituents;

3. The Applicant may only deliver Biomethane into Dominion Energy Utah’s system for redelivery to an identified customer pursuant to the terms and conditions of an applicable rate schedule in this Tariff;

4. Delivery of the Biomethane into Dominion Energy Utah’s system will not jeopardize the integrity or normal operations of Dominion Energy Utah’s system or otherwise adversely affect Dominion Energy Utah’s customers; and

5. The Biomethane complies with any gas quality specifications including those set forth above and any additional specifications required by Dominion Energy Utah.

6. Biomethane that is found to comply with these provisions may only be accepted at a Dominion Energy Utah receipt point using standard nominating provisions for delivery to an end-user under an approved Dominion Energy Tariff schedule.

Additionally, if Dominion Energy Utah determines that it will accept an Applicant’s Biomethane into its system, the Applicant shall pay for any initial and ongoing testing and/or monitoring of the Biomethane, as well as any baseline and/or ongoing monitoring of Dominion Energy Utah’s system that Dominion Energy Utah, in its sole discretion, deems necessary, appropriate or convenient.

Dominion Energy Utah will not accept Biogas or gas sourced from Hazardous Waste Landfills into its system. Applicant must certify and provide documentation or other suitable proof that any Biomethane source feedstock was not derived or collected from a hazardous waste landfill, as defined herein.
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1. GLOSSARY

This Glossary is intended for convenience and reference use only. The operational provisions of this tariff are controlling in any case where there is an inconsistency.

A

account
A record of gas service as established by the Company upon acceptance of a customer's application for meter turn-on. See also, definition of "customer."

actual billing days
The number of days from the customer's previous meter read to the current meter read.

administrative charge
A charge based on administrative costs for transportation service rate schedules.

advice letter
Letter notifying Utah tariff holders of a tariff sheet change.

annual historical use
The actual quantity of natural gas (Dth) used by a customer during an annual contract term.

annual load factor
See load factor.

applicant
A prospective customer who applies for a main extension, service line and meter, or meter turn-on.

application
Main Extension Application--Written request completed on the Company's main extension application form for an extension of an existing main, either by the property owner or designated agent.

Service Line Application--Written request completed on the Company's service line application form for installation of a service line and meter, either by the property owner or designated agent.

Gas Service Application--Applicant's written, telephoned, or electronically transmitted request for initiation of gas service.

Interruptible Sales Service Application--Written request on Company's Service Agreement form to participate in the Company's interruptible sales service.
Approved Receipt Point
The Primary Receipt Point identified in a customer’s Transportation Service Agreement and is used to determine the priority of service for any nominations made pursuant to that contract.

Alternate Receipt Point
The receipt point in addition to the Approved Receipt Point, identified in a customer’s Transportation Service Agreement and is used to determine the priority of service for any nominations made pursuant to that contract.

B
base load
Gas required for non-seasonal purposes, such as water heating and cooking. In situations where a customer receives service on multiple rates, the daily contract limit for the firm rate class.

Basic Service Fee (BSF)
A fixed charge, determined by the applicable BSF category, that is charged periodically to a customer without regard to consumption.

Basic Service Fee (BSF) Category
Grouping of meters into four separate categories of capacity and cost. Used to determine applicable BSF charge.

billing month
Period of approximately 30 days upon which the customer’s gas consumption is computed and bills are rendered.

block break point
The point at which volumes of billed Dth are charged at the next block rate in a declining block rate structure.

Btu
A British thermal unit, equivalent to the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Budget Plan
Monthly payment plan available to a General Service customer under which the customer’s estimated annual billing is divided into 12 monthly payments.

Budget Plan Year
The 12-month period that begins when a customer initiates or renews the budget plan.

business day
Week days exclusive of Company observed holidays.
calculated bill
  Bill based on estimated gas usage that considers usage relative to customers with similar usage history in the same geographical area during a previous billing period and the current usage by those same customers in the period being estimated.

calorimeter
  An apparatus for measuring the heating value of a fuel.

capacity release
  The temporary assignment of capacity held by the Company on an upstream pipeline. Capacity release will be offered on a "pre-arranged" basis, by posting on the upstream pipeline electronic bulletin board or as otherwise required by the upstream pipeline FERC approved tariff.

commercial customer
  Type of customer using natural gas service for space heating, air conditioning, water heating, clothes drying, cooking, or other applications in either a place of business engaged primarily in the sale of goods or services (including educational and health care institutions, local, state and federal government agencies, etc.) or master metered rental property.

Commission
  Public Service Commission of Utah.

commodity cost
  That portion of a rate for gas service that is based on those costs that are related to the volumes of gas used by the customer.

Company
  Questar Gas Company dba Dominion Energy Utah.

confirmation
  Is a process by which nominations are verified with upstream parties. If the verified capacity is greater than or equal to the total nominated quantities, all nominated quantities are scheduled. If verified capacity is less than nominated quantities, nominated quantities will be allocated according to priority of service. See scheduled quantity.

connection fee
  A charge imposed to cover the average costs associated with initiation or reinstatement of service. Additional charges will be assessed in cases of unauthorized use.

contract term
  The period of time specified in an agreement between the customer and the Company for which service will be provided and received.
contribution in aid of construction

That portion of total construction costs, over and above any allowances given by the Company, that is paid by the customer prior to commencement of construction of a main extension and/or service line.

customer

Individual, firm or organization classified as either a residential, commercial or industrial customer purchasing and/or transporting natural gas from the Company at each point of delivery, under each rate classification, contract, or schedule. See also definition of "account."

d

daily contract limit

Contracted peak winter day use or other limit specified in customer's contract.

daily mean temperature

The sum of the high and low temperatures of the day divided by two.

days

Calendar days, unless otherwise specified.

default payment

An amount due from a customer if a main is extended or a service line is run for that customer and within two years the terms of the main extension and service line contracts are not met.

deferred payments agreement (DPA)

An installment payment plan by which a residential customer can pay a delinquent bill over a period of up to 12 months.

degree-day (heating)

A unit used in estimating fuel consumption, based upon temperature difference and time. For any day when the daily mean temperature is less than 65° F., there exist as many degree days as there are Fahrenheit degrees difference between the mean temperature of the day and 65° F. For example, if the mean temperature for the day is 55°, then there are 10 degree days (65° - 55°). When the daily mean temperature is 65° or more, there are zero degree days.

degree-day deficiency

The cumulation of degree days for a specified period of time. For example, in a billing period consisting of 31 days of gas usage, the degree-day deficiency is the sum of the daily degree days during the billing period.

degree-day factor

An average measurement of gas usage per degree-day unit.

delivered pressure

The pressure of the natural gas in, psia, as it enters the meter.
demand charge
That portion of a rate for gas service that is based on the maximum or peak-day needs of each customer.

discontinuance
Discontinuance of service is at the customer's request as opposed to termination of service by the Company for nonpayment or breach of contract.

E
Extension Area Charge (EAC)
A monthly charge applicable in service extension areas in lieu of a lump sum non-refundable payment to be paid over a period of years and approved by the Commission.

F
firm service
Type of service offered to qualifying customers under a schedule or contract that anticipates no interruptions.

firm transportation service
Firm transportation service offered to any qualifying customer under the FT, TS or MT rate schedules.

fuel line
The gas piping owned and maintained by the customer between the meter and gas-operated equipment.

fuel reimbursement
Reimbursement collected by redelivering 1.5% less volumes than were received into the Company's distribution system for transportation service.

G
gas daily market index price
Daily index price of gas delivered from the pipeline immediately upstream from the city gate(s) as published in Platt's for Gas Daily for the day in which the imbalance or gas purchase occurred. If Platt's Gas Daily publication is not available, then the Company will determine a daily market index price using a similar index, publication, or comparable methodology.

gas balancing account adjustment provisions
Provision for balancing the Company's actual purchased gas costs against the amount collected in rates. Also known as the "191 Account."

general service customer
One who receives service under the Company's GS rate schedule.
I

imbalance
A condition occurring when an interruptible transportation customer has a different amount of its own gas delivered into the Company’s distribution system than is used less fuel reimbursement at the meter serving his premises.

imbalance tolerance window
A level of imbalance which customers are allowed under the balancing provisions.

industrial customer
Type of customer using natural gas service primarily for a process which creates or changes raw or unfinished materials into another form or product, including the generation of electricity.

input rating
The design rate of fuel acceptance by a burner, usually expressed in Btu per hour.

interconnect point
A point where customer-owned gas is received into the Company’s distribution system.

interruption
Period when gas service is unavailable to interruptible customers, or period when emergency sales restrictions apply to customers because of a major disaster or pipeline break.

interruptible sales service
Interruptible sales service offered to any qualifying customers under the IS or ES sales service schedule.

interruptible transportation service
Interruptible transportation service offered to any qualifying customer under the TS transportation schedule.

L

load factor
The ratio of the average usage requirement to the maximum winter usage requirement e.g., average daily usage divided by the usage on the peak winter day. See the Classification Provisions for each rate schedule for the definition applicable to interruptible sales service customers.

M

main
Distribution supply line to which service lines may be connected for delivery to ultimate consumers. Mains generally run under city streets and do not cross the customer’s property line.
maintenance charge
All equipment leased under the ELC will be repaired and maintained by the Company. An additional maintenance charge will be included with the lease charge for each equipment category.

master meter
A single meter used to measure the volume of gas delivered to multiple residential or commercial units, mobile home parks, or separate permanent structures.

maximum daily usage
The largest volume of gas delivered to a customer in one 24-hour period ending at 12 p.m.

meter
An instrument for measuring and indicating, or recording, the volume of gas that has passed through it.

minimum bill
Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the billing period.

minimum charge
Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the applicable period.

mobile home
A residential dwelling with a "T" code in the Company's billing records.

monthly market index price
Monthly market index price is the first-of-the-month index price of gas delivered from the pipeline immediately upstream from the city gate(s) as reported in Platts Energy Trader for the month in which the imbalance or gas purchase occurred. If the Platts Energy Trader publication is not available, then the Company will determine a monthly market index price using a similar index, publication, or comparable methodology.

multi-family dwelling
Residential buildings designated with an "A" code in the Company's billing records, which includes structures with two or more dwelling units.

Municipal Energy Tax (MET)
A tax levied by a municipality on the sale or use of natural gas or electricity

NGV
Natural gas powered vehicles.

nomination
A request by a specific Transportation Service customer or that customer’s authorized supplier/agent (nominating party) to have a physical quantity of customer-owned gas delivered to a specific Company receipt point(s) for a specific gas day or period. Nominations are not considered final until confirmed by the applicable Transportation Service Provider. See confirmation.

non-registering meter
A meter that, upon reading, incorrectly indicates usage has not occurred or the usage registered is so minimal as to require a laboratory test for confirmation.

O

overrun
Volumes burned in excess of daily contract limit.

P

peak winter day
Customer’s actual peak winter daily usage during the three most recently completed calendar years. When actual daily use is not available, the peak winter day will be estimated by multiplying the average daily usage for the customer’s peak winter month by 1.4.

psia
Pounds per square inch absolute.

point of delivery
Outlet of the Company’s meter installed to supply the customer with the service contracted for.

premises
An individually metered place of residence such as a single family dwelling or an apartment unit.

R

rate schedule
The aggregate of rates, charges and provisions that define and characterize a rate class under which service is supplied to a customer.

receipt point
The point at which measured gas enters the Company’s distribution system.

redelivery point
A point of interconnection between Company and an end user, where customer-owned natural gas being transported is redelivered from the Company's distribution system to the customer's premises.

released capacity
Firm capacity on an upstream pipeline which is released by Dominion Energy Utah.
representative daily use
   The peak daily usage experienced by a customer over the previous three calendar years or a
   number determined by the Company to be representative of a customer's peak daily use.

residential customer
   Type of customer using natural gas service for space heating, air conditioning, water heating,
   clothes drying, or cooking in a personal residence such as a home, an apartment, or a
   condominium.

S

scheduled quantity
   The final physical quantity of customer-owned gas confirmed by the Transportation Service
   Provider as delivered to a specific Company receipt point(s) for a specific Transportation Service
   customer on a specific gas day.

security deposit
   Amount required to secure payment of future gas bills which is imposed either at meter turn-on or
   when a customer has demonstrated poor credit with the Company.

service line
   Gas pipe that carries gas from the main to the Company's meter.

service turn-on order
   The work order signed by the applicant upon completion of meter turn-on and lighting of the
   customer's gas appliances. See also definition of "application."

shared appliance
   An appliance serving more than one premises.

shared meter
   A meter shared by a small number of premises, such as a duplex, or a home with a basement
   apartment.

standard billing period
   A billing period that contains between 20 and 40 days.

summer billing months
   April through October.

summer season
   April 1 through October 31.

T

tail block rate
   The last block in any rate schedule.
tariff

The published volume of rate schedules, conditions of service and billing provisions under which natural gas will be supplied to customers by the Company.

temporary discontinuance of service

Discontinuance of service for any reason lasting less than twelve months. Service to a customer who discontinues service and who applies for resumption of service within twelve months at the same location will be deemed to be a temporary discontinuance of service.

termination

Termination of service is at the Company's discretion for nonpayment or breach of contract, as opposed to discontinuance of service at the customer's request.

trading partners

Transportation customers who have coordinated among themselves to exchange positive and negative imbalances in order to reduce or eliminate their individual imbalances with the Company.

upstream pipeline

A pipeline that may be used to transport gas to the Company's system.

usage

A measured consumption of natural gas, stated either in volumetric or thermal units.

Volume Multiplier

The factor used to convert the volume of gas as measured by the Company's meter to actual heat content of gas as sold in decatherms. It is a combination of several factors including altitude, gas pressure, the chemical composition of the gas, etc. Compressibility of the gas volume is calculated using the AGA Transmission Measurement Committee Report No. 8 Gross Characterization Method. The heat content and other gas component values flowing in the Company's lines will be determined daily from recording calorimeters or other appropriate devices, and averaged for the customer's billing period.

Weather Normalization Adjustment (WNA)

An adjustment to reduce the effect of variations in the monthly bill due to weather.

weather zone

A climatological area in which normal and actual weather data is gathered for use in calculating WNA.

winter billing months

November through March.
winter season

November 1 through March 31.

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5.07 RENEWABLE NATURAL GAS (RNG) TRANSPORTATION SERVICE TO NATURAL GAS VEHICLE (NGV) STATIONS – RNGT

APPLICABILITY

This section outlines the terms and conditions for RNG transporters to transport RNG on the Company’s system for the purpose of distributing the RNG at the Company-owned NGV stations to the RNG transporters’ NGV customers (RNGT Service). Each RNG transporter seeking service under this section must enter into a written contract for such service, and each such contract will not become effective until approved by the Utah Public Service Commission (Commission).

DEFINITIONS

Renewable Natural Gas is Biomethane (see section 7.07) or natural gas with contractually assigned green attributes from Biomethane pursuant to applicable state or federal laws, statutes, rules, or regulations.

Green attributes mean any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Biomethane project, and its avoided emission of pollutants.

Receipt Point (as defined in Tariff glossary) is the point at which measured gas enters the DEU system.

AVAILABILITY

This service is available for transportation of customer-owned RNG from a receipt point on the Company’s distribution system to a contractually defined set of connected Company-owned NGV stations in Utah.

APPLICATION

An RNG transporter who wishes to transport RNG to an NGV station may receive transportation service under this section to be used at the Dominion Energy NGV stations. An RNG production facility under construction may satisfy this requirement but must be placed into service within 18 months of the time transportation service to the Company-owned NGV stations begins. During this 18 month construction window, the RNG transporter may transport natural gas from another source to the Company-owned NGV stations, whether renewable or non-renewable, subject to the remaining terms of this tariff. If the RNG production facility is not placed into service within 18 months of the contract effective date then service under this tariff will be terminated.

The Company will require a nonrefundable application fee of $5,000.00 from each RNG transporter requesting service under this section, as a partial offset to the Company’s costs related to the preparation of a contract for review by the Commission, which fee shall not be refunded whether a contract is ultimately executed. For purposes of application of this fee, one application fee will be assessed for a RNG transporter having multiple receipt and/or delivery points.

FACILITY MODIFICATIONS

Before entering into a contract with an RNG transporter under this section, the Company will analyze its system to ensure adequate capacity of Company-owned facilities, including above-the-
ground equipment (such as CNG compressors, fuel dispensers, card readers) and below-the-ground infrastructure (such as the service line pressure, upstream capacity) to assure that sufficient capacity exists to extend service to the RNG transporter.

Any costs to modify existing Company facilities or to install new Company facilities required in order to provide service shall be paid to the Company by the RNG transporter in advance of construction, unless other arrangements have been made. All service is subject to the availability of new or additional service requirements shown in § 9.02.

REQUIRED CONTRACT

Each RNG transporter receiving RNGT Service must enter into a contract with the Company, and each such contract shall not be effective until approved by the Commission. The contract will include the following provisions:

1. An Approved Receipt Point and daily contract limit for each station where RNG will be delivered.

2. Identification of potential Alternate Receipt Points, at which the Company may also, in its sole discretion, accept the RNG transporter’s gas. The Company reserves the right to require each RNG transporter to utilize the Approved Receipt Point when, in the Company’s sole discretion, its operational needs support such a change from any Alternate Receipt Point(s).

3. Provisions to ensure that RNG transporters will defend and indemnify the Company against all claims, demands, costs or expenses for losses of any nature (whether direct or consequential), damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the service or use of gas service by the RNG transporter, or its NGV customers.

4. Fees and charges as described below.

An RNG transporter must also execute a QuestLine Access Agreement and return it to the Company before the contract becomes effective.

FEES, RATES, AND CHARGES

As approved by the Commission, an RNG transporter taking service under this section shall be subject to all fees, rates and charges specified in the contract.

The contract shall include the following rate components:

1. A cost-based Administrative fee:

2. Distribution Non-Gas Rate:
   a. Unless otherwise provided in the Commission-approved contract, the RNG transporter shall pay the total Distribution Non-Gas Rate (DNG) as specified in the Natural Gas Vehicle tariff section 2.04 (subject to the Energy Assistance cap described in the Conditions of Service below).
   b. Approval by the Commission of an alternative DNG rate calculated under this section shall be based on a finding that the amount calculated is just and reasonable and in the public interest. Evaluation of the public interest shall include consideration of use of
system facilities and contributions to system fixed costs, and any other items the Commission determines to be relevant.

3. The transportation imbalance charge as shown in § 5.04;

4. Local charges and applicable state sales tax stated in § 8.02; and

5. Fuel reimbursement of 1.5% applies to all volumes transported as defined in § 5.01.

CONDITIONS OF SERVICE

1. The RNG transporter must make nominations each day pursuant to § 5.05. Nominations will have the same priority of service as TSF.
2. The RNG transporter will be subject to all provisions of § 5.06 and will be treated as TSF.
3. The Energy Assistance rate is subject to a maximum per month and other conditions as specified in § 8.03.
4. At least annually the RNG transporter must provide to the Company current contact information as shown in the Contract Term and Acknowledgements provision in § 5.01.
5. The RNG transporter must comply with § 7.07 – Gas Quality for any Biomethane delivered directly from a supply facility to the Company’s system.
6. At least annually the RNG transporter must provide to the Company evidence that substantially all of the transported volumes received were RNG as defined above.

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7.07 GAS QUALITY

APPLICABILITY

Any natural gas supplies transported on or delivered to Dominion Energy Utah’s system must conform to either FERC-approved tariff specifications or the requirements of this Tariff section 7.07, except as otherwise set forth below.

ACCEPTANCE OF GAS

If any gas supplies tendered for receipt to Dominion Energy Utah’s system fail at any time to conform to the quality specifications set forth herein, Dominion Energy Utah may refuse to accept receipt of the non-conforming supplies. Dominion Energy Utah’s refusal to accept non-conforming supplies does not relieve the Applicant of any of its obligations under this Tariff. Dominion Energy Utah will notify an Applicant when the Applicant’s gas does not conform to Dominion Energy Utah’s specifications. However, such notification does not relieve the Applicant of its responsibility to monitor test results and to take corrective action if needed. Dominion Energy Utah may elect to accept non-conforming natural gas supplies, in its sole discretion. Dominion Energy Utah’s acceptance of gas supplies that do not conform to these specifications does not constitute any waiver of Dominion Energy Utah’s right to refuse to accept similarly nonconforming gas.

GAS QUALITY SPECIFICATIONS

Dominion Energy Utah may refuse to accept gas that does not conform to the specifications listed below and other requirements set forth in this Tariff:

1. Interchangeability. The Wobbe Index of the gas shall not be less than 1,309 and not greater than 1,382. Wobbe Index is derived by dividing the higher heating value of the gas in Btu per standard cubic foot by the square root of its specific gravity with respect to air. Dominion Energy Utah defines “standard cubic foot” as a cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit.

2. Hydrogen Sulfide. The gas shall contain no more than 0.25 grains of hydrogen sulfide, measured as hydrogen sulfide, per one hundred standard cubic feet [4 parts per million (ppm)].

3. Inert Substances. The gas shall not contain total inert substances in excess of 3 percent by volume and carbon dioxide (CO₂) in excess of 2 percent by volume.

4. Merchantability. The gas shall not contain dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Dominion Energy Utah, or which shall cause the gas to become unmarketable.

5. Hazardous Substances. Except as otherwise expressly set forth herein, gas levels of substances shall not exceed levels deemed hazardous or toxic that are subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.
6. Oxygen. The gas shall contain less than 1,000 ppm or 0.1 percent of oxygen by volume of gas.

7. Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit at any receipt or delivery point.

8. Total Sulfur. The gas shall not contain more than 5 grains of total sulfur per 1,000 standard cubic feet (MSCF) or 8.4 parts per million by volume (ppmv), of which not more than 2 grains shall be mercaptan sulfur.

9. Water Vapor. The gas shall contain no more than 5 pounds of water vapor per million standard cubic feet.

10. Liquids. The gas tendered for transportation at a receipt point shall not contain any free liquids of any nature and shall have a Cricodentherm Hydrocarbon Dew Point (CHDP) of 15 degrees Fahrenheit or less.

11. CHDP Calculation. Dominion Energy Utah shall perform the CHDP calculations using, in Dominion Energy Utah’s sole discretion, the Peng-Robinson calculation or other industry-recognized equation of state and C9+ gas chromatograph composition analysis. In the event of a dispute over calculated CHDP temperature at a given receipt point, Dominion Energy Utah’s calculated value shall control unless the disputing party can clearly identify the cause of the error.

BIOMETHANE

Definitions

The following definitions shall apply in interpreting this Section 7.07 of Dominion Energy Utah’s Utah Natural Gas Tariff.

“Applicant” means a producer seeking to deliver Biomethane directly to the Dominion Energy Utah system.

“Biogas” means gas that is produced from the anaerobic decomposition of organic material. The gas is a mixture of methane, carbon dioxide, and other constituents, and must be conditioned into Biomethane prior to receipt into the Dominion Energy Utah system.

“Biomethane” means Biogas that meets the gas quality standards of this tariff, and any other standards imposed by Dominion Energy Utah in its sole discretion, and any applicable standards for injection into a common carrier pipeline. Biomethane must be free from bacteria, pathogens and any other substances injurious to utility facilities, customer equipment or people, or other constituents that would cause the gas to be unmarketable.

“Hazardous Waste Landfill” means all contiguous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste. The facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units, or combinations of these units.
Additional Facilities

Applicants seeking to deliver Biomethane for transportation on Dominion Energy Utah’s system shall bear all actual costs for engineering and construction or modification of any facilities that Dominion Energy Utah deems, in its sole discretion, to be necessary, appropriate or convenient. Such facilities may include, but are not limited to, taps, valves, piping, measuring equipment, gas sampling equipment, odorizing equipment, pressure regulation equipment, land rights, permits, communication equipment, software programming, and scheduling systems. All such equipment shall be and remain the property of Dominion Energy Utah. Applicant shall enter into agreement(s) with Dominion Energy Utah addressing such engineering, construction, modification and payment.

Requirements

Dominion Energy Utah may, but is not required to, accept Biomethane for transportation or delivery on its system if it determines, in its sole discretion, that:

1. The Biomethane is free from bacteria, pathogens and any other substances injurious to utility facilities or people, or other constituents that would cause the gas to be unmarketable;

2. The Biomethane can be delivered into Dominion Energy Utah’s existing high-pressure system at a point with sufficient flows and pressures to enable blending sufficient to ensure proper dilution of constituents;

3. The Applicant may only deliver Biomethane into Dominion Energy Utah’s system for redelivery to an identified customer pursuant to the terms and conditions of an applicable rate schedule in this Tariff;

4. Delivery of the Biomethane into Dominion Energy Utah’s system will not jeopardize the integrity or normal operations of Dominion Energy Utah’s system or otherwise adversely affect Dominion Energy Utah’s customers; and

5. The Biomethane complies with any gas quality specifications including those set forth above and any additional specifications required by Dominion Energy Utah.

6. Biomethane that is found to comply with these provisions may only be accepted at a Dominion Energy Utah receipt point using standard nominating provisions for delivery to an end-user under an approved Dominion Energy Tariff schedule.

Additionally, if Dominion Energy Utah determines that it will accept an Applicant’s Biomethane into its system, the Applicant shall pay for any initial and ongoing testing and/or monitoring of the Biomethane, as well as any baseline and/or ongoing monitoring of Dominion Energy Utah’s system that Dominion Energy Utah, in its sole discretion, deems necessary, appropriate or convenient.

Dominion Energy Utah will not accept Biogas or gas sourced from Hazardous Waste Landfills into its system. Applicant must certify and provide documentation or other suitable proof that any Biomethane source feedstock was not derived or collected from a hazardous waste landfill, as defined herein.
Transportation of Biomethane Volumes to NCV Stations

Dominion Energy may offer excess capacity at its NCV stations to biomethane suppliers, subject to the following provisions:

1. Any such supplier must demonstrate a valid pathway for RNG to be used at the Dominion Energy NCV stations. This pathway must include a qualified RNG production facility and a physical connection to the Dominion Energy system. An RNG production facility under construction may satisfy this requirement but must be placed into service within 18 months of the time transportation to the stations begins. [During this 18 month window the supplier may supply natural gas from any source.]

2. Any such service will be offered pursuant to a special contract, subject to approval by the Utah Public Service Commission.

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1. GLOSSARY

This Glossary is intended for convenience and reference use only. The operational provisions of this tariff are controlling in any case where there is an inconsistency.

A

account
A record of gas service as established by the Company upon acceptance of a customer's application for meter turn-on. See also, definition of "customer."

actual billing days
The number of days from the customer's previous meter read to the current meter read.

administrative charge
A charge based on administrative costs for transportation service rate schedules.

advice letter
Letter notifying Utah tariff holders of a tariff sheet change.

annual historical use
The actual quantity of natural gas (Dth) used by a customer during an annual contract term.

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See load factor.

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Alternate Receipt Point
The receipt point in addition to the Approved Receipt Point, identified in a customer’s Transportation Service Agreement and is used to determine the priority of service for any nominations made pursuant to that contract.

B

Base Load
Gas required for non-seasonal purposes, such as water heating and cooking. In situations where a customer receives service on multiple rates, the daily contract limit for the firm rate class.

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A fixed charge, determined by the applicable BSF category, that is charged periodically to a customer without regard to consumption.

Basic Service Fee (BSF) Category
Grouping of meters into four separate categories of capacity and cost. Used to determine applicable BSF charge.

Billing Month
Period of approximately 30 days upon which the customer’s gas consumption is computed and bills are rendered.

Block Break Point
The point at which volumes of billed Dth are charged at the next block rate in a declining block rate structure.

Btu
A British thermal unit, equivalent to the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Budget Plan
Monthly payment plan available to a General Service customer under which the customer’s estimated annual billing is divided into 12 monthly payments.

Budget Plan Year
The 12-month period that begins when a customer initiates or renews the budget plan.

Business Day
Weekdays exclusive of Company observed holidays.
calculated bill
Bill based on estimated gas usage that considers usage relative to customers with similar usage history in the same geographical area during a previous billing period and the current usage by those same customers in the period being estimated.

calorimeter
An apparatus for measuring the heating value of a fuel.

capacity release
The temporary assignment of capacity held by the Company on an upstream pipeline. Capacity release will be offered on a "pre-arranged" basis, by a posting on the upstream pipeline electronic bulletin board or as otherwise required by the upstream pipeline FERC approved tariff.

commercial customer
Type of customer using natural gas service for space heating, air conditioning, water heating, clothes drying, cooking, or other applications in either a place of business engaged primarily in the sale of goods or services (including educational and health care institutions, local, state and federal government agencies, etc.) or master metered rental property.

Commission
Public Service Commission of Utah.

commodity cost
That portion of a rate for gas service that is based on those costs that are related to the volumes of gas used by the customer.

Company
Questar Gas Company dba Dominion Energy Utah.

confirmation
A process by which nominations are verified with upstream parties. If the verified capacity is greater than or equal to the total nominated quantities, all nominated quantities are scheduled. If verified capacity is less than nominated quantities, nominated quantities will be allocated according to priority of service. See scheduled quantity.

connection fee
A charge imposed to cover the average costs associated with initiation or reinstatement of service. Additional charges will be assessed in cases of unauthorized use.

contract term
The period of time specified in an agreement between the customer and the Company for which service will be provided and received.
contribution in aid of construction
That portion of total construction costs, over and above any allowances given by the Company, that is paid by the customer prior to commencement of construction of a main extension and/or service line.

customer
Individual, firm or organization classified as either a residential, commercial or industrial customer purchasing and/or transporting natural gas from the Company at each point of delivery, under each rate classification, contract, or schedule. See also definition of “account.”

d

daily contract limit
Contracted peak winter day use or other limit specified in customer's contract.

daily mean temperature
The sum of the high and low temperatures of the day divided by two.

days
Calendar days, unless otherwise specified.

default payment
An amount due from a customer if a main is extended or a service line is run for that customer and within two years the terms of the main extension and service line contracts are not met.

deferred payments agreement (DPA)
An installment payment plan by which a residential customer can pay a delinquent bill over a period of up to 12 months.

degree-day (heating)
A unit used in estimating fuel consumption, based upon temperature difference and time. For any day when the daily mean temperature is less than 65° F., there exist as many degree days as there are Fahrenheit degrees difference between the mean temperature of the day and 65° F. For example, if the mean temperature for the day is 55°, then there are 10 degree days (65° - 55°). When the daily mean temperature is 65° or more, there are zero degree days.

degree-day deficiency
The cumulation of degree days for a specified period of time. For example, in a billing period consisting of 31 days of gas usage, the degree-day deficiency is the sum of the daily degree days during the billing period.

degree-day factor
An average measurement of gas usage per degree-day unit.

delivered pressure
The pressure of the natural gas in, psia, as it enters the meter.
demand charge
That portion of a rate for gas service that is based on the maximum or peak-day needs of each customer.

discontinuance
Discontinuance of service is at the customer's request as opposed to termination of service by the Company for nonpayment or breach of contract.

E

Extension Area Charge (EAC)
A monthly charge applicable in service extension areas in lieu of a lump sum non-refundable payment to be paid over a period of years and approved by the Commission.

F

firm service
Type of service offered to qualifying customers under a schedule or contract that anticipates no interruptions.

firm transportation service
Firm transportation service offered to any qualifying customer under the FT, TS or MT rate schedules.

fuel line
The gas piping owned and maintained by the customer between the meter and gas-operated equipment.

fuel reimbursement
Reimbursement collected by redelivering 1.5% less volumes than were received into the Company's distribution system for transportation service.

G

gas daily market index price
Daily index price of gas delivered from the pipeline immediately upstream from the city gate(s) as published in Platt’s for Gas Daily for the day in which the imbalance or gas purchase occurred. If Platt’s Gas Daily publication is not available, then the Company will determine a daily market index price using a similar index, publication, or comparable methodology.

gas balancing account adjustment provisions
Provision for balancing the Company's actual purchased gas costs against the amount collected in rates. Also known as the "191 Account."

general service customer
One who receives service under the Company's GS rate schedule.
I

imbalance
A condition occurring when an interruptible transportation customer has a different amount of its own gas delivered into the Company's distribution system than is used less fuel reimbursement at the meter serving his premises.

imbalance tolerance window
A level of imbalance which customers are allowed under the balancing provisions.

industrial customer
Type of customer using natural gas service primarily for a process which creates or changes raw or unfinished materials into another form or product, including the generation of electricity.

input rating
The design rate of fuel acceptance by a burner, usually expressed in Btu per hour.

interconnect point
A point where customer-owned gas is received into the Company's distribution system.

interruption
Period when gas service is unavailable to interruptible customers; or period when emergency sales restrictions apply to customers because of a major disaster or pipeline break.

interruptible sales service
Interruptible sales service offered to any qualifying customers under the IS or ES sales service schedule.

interruptible transportation service
Interruptible transportation service offered to any qualifying customer under the TS transportation schedule.

L

load factor
The ratio of the average usage requirement to the maximum winter usage requirement e.g., average daily usage divided by the usage on the peak winter day. See the Classification Provisions for each rate schedule for the definition applicable to interruptible sales service customers.

M

main
Distribution supply line to which service lines may be connected for delivery to ultimate consumers. Mains generally run under city streets and do not cross the customer's property line.
maintenance charge
All equipment leased under the ELC will be repaired and maintained by the Company. An additional maintenance charge will be included with the lease charge for each equipment category.

master meter
A single meter used to measure the volume of gas delivered to multiple residential or commercial units, mobile home parks, or separate permanent structures.

maximum daily usage
The largest volume of gas delivered to a customer in one 24-hour period ending at 12 p.m.

meter
An instrument for measuring and indicating, or recording, the volume of gas that has passed through it.

minimum bill
Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the billing period.

minimum charge
Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the applicable period.

mobile home
A residential dwelling with a "T" code in the Company's billing records.

monthly market index price
Monthly market index price is the first-of-the-month index price of gas delivered from the pipeline immediately upstream from the city gate(s) as reported in Platts Energy Trader for the month in which the imbalance or gas purchase occurred. If the Platts Energy Trader publication is not available, then the Company will determine a monthly market index price using a similar index, publication, or comparable methodology.

multi-family dwelling
Residential buildings designated with an "A" code in the Company's billing records, which includes structures with two or more dwelling units.

Municipal Energy Tax (MET)
A tax levied by a municipality on the sale or use of natural gas or electricity

N

NGV
Natural gas powered vehicles.

nomination
A request by a specific Transportation Service customer or that customer's authorized supplier/agent (nominating party) to have a physical quantity of customer-owned gas delivered to a specific Company receipt point(s) for a specific gas day or period. Nominations are not considered final until confirmed by the applicable Transportation Service Provider. See confirmation.

non-registering meter
A meter that, upon reading, incorrectly indicates usage has not occurred or the usage registered is so minimal as to require a laboratory test for confirmation.

O
overrun
Volumes burned in excess of daily contract limit.

P
peak winter day
Customer's actual peak winter daily usage during the three most recently completed calendar years. When actual daily use is not available, the peak winter day will be estimated by multiplying the average daily usage for the customer's peak winter month by 1.4.

psia
Pounds per square inch absolute.

point of delivery
Outlet of the Company's meter installed to supply the customer with the service contracted for.

premises
An individually metered place of residence such as a single family dwelling or an apartment unit.

R
rate schedule
The aggregate of rates, charges and provisions that define and characterize a rate class under which service is supplied to a customer.

receipt point
The point at which measured gas enters the Company's distribution system.

redelivery point
A point of interconnection between Company and an end user, where customer-owned natural gas being transported is redelivered from the Company's distribution system to the customer's premises.

released capacity
Firm capacity on an upstream pipeline which is released by Dominion Energy Utah.
representative daily use
   The peak daily usage experienced by a customer over the previous three calendar years or a
   number determined by the Company to be representative of a customer's peak daily use.

residential customer
   Type of customer using natural gas service for space heating, air conditioning, water heating,
clothes drying, or cooking in a personal residence such as a home, an apartment, or a
condominium.

S

scheduled quantity
   The final physical quantity of customer-owned gas confirmed by the Transportation Service
Provider as delivered to a specific Company receipt point(s) for a specific Transportation Service
customer on a specific gas day.

security deposit
   Amount required to secure payment of future gas bills which is imposed either at meter turn-on or
when a customer has demonstrated poor credit with the Company.

service line
   Gas pipe that carries gas from the main to the Company's meter.

service turn-on order
   The work order signed by the applicant upon completion of meter turn-on and lighting of the
customer's gas appliances. See also definition of "application."

shared appliance
   An appliance serving more than one premises.

shared meter
   A meter shared by a small number of premises, such as a duplex, or a home with a basement
apartment.

standard billing period
   A billing period that contains between 20 and 40 days.

summer billing months
   April through October.

summer season
   April 1 through October 31.

T

tail block rate
   The last block in any rate schedule.
tariff
  The published volume of rate schedules, conditions of service and billing provisions under which natural gas will be supplied to customers by the Company.

temporary discontinuance of service
  Discontinuance of service for any reason lasting less than twelve months. Service to a customer who discontinues service and who applies for resumption of service within twelve months at the same location will be deemed to be a temporary discontinuance of service.

termination
  Termination of service is at the Company’s discretion for nonpayment or breach of contract, as opposed to discontinuance of service at the customer's request.

trading partners
  Transportation customers who have coordinated among themselves to exchange positive and negative imbalances in order to reduce or eliminate their individual imbalances with the Company.

upstream pipeline
  A pipeline that may be used to transport gas to the Company's system.

usage
  A measured consumption of natural gas, stated either in volumetric or thermal units.

V

Volume Multiplier
  The factor used to convert the volume of gas as measured by the Company’s meter to actual heat content of gas as sold in decatherms. It is a combination of several factors including altitude, gas pressure, the chemical composition of the gas, etc. Compressibility of the gas volume is calculated using the AGA Transmission Measurement Committee Report No. 8 Gross Characterization Method. The heat content and other gas component values flowing in the Company’s lines will be determined daily from recording calorimeters or other appropriate devices, and averaged for the customer’s billing period.

W

Weather Normalization Adjustment (WNA)
  An adjustment to reduce the effect of variations in the monthly bill due to weather.

weather zone
  A climatological area in which normal and actual weather data is gathered for use in calculating WNA.

winter billing months
  November through March.
winter season
   November 1 through March 31.

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