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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF DOMINION ENERGY UTAH FOR APPROVAL OF FUNDING FOR THE INTERMOUNTAIN INDUSTRIAL ASSESSMENT CENTER	Docket No. 22-057-24 SETTLEMENT STIPULATION
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Pursuant to Utah Code Ann. §§ 54-4-13-1, 54-20-105, *et seq.* and 54-7-1, and Utah Admin. Code. §§ R746-1-101 *et seq.* and R746-405-1 (2017) *et seq.*, Questar Gas Company dba Dominion Energy Utah (Dominion Energy or Company), the Utah Division of Public Utilities (Division), and the Utah Office of Consumer Services (Office) (collectively the Parties) submit this 2022 Settlement Stipulation in which the Parties agree to the extension of funding for the Intermountain Industrial Assessment Center (IIAC) at the University of Utah.

PROCEDURAL HISTORY

1. On August 31, 2020, in Docket No. 19-057-33, the Public Service Commission of Utah (Commission) issued an Order approving a Settlement Stipulation dated July 16, 2020, between the Parties (the 2020 Settlement Stipulation). The 2020 Settlement Stipulation permitted the Company to provide the IIAC with \$500,000 per year in funding for two years, to implement

a balancing account to track the costs associated with that funding, and to recover those costs from customers. The Company proposed to commence the funding in October of 2020 and concluded it in September of 2022.

2. However, on March 2, 2021, the Company provided the Commission with a corrected notice of the temporary suspension of the IIAC assessment program due to pandemic-related setbacks (the Notice). In the Notice, the Company indicated that the new two-year assessment schedule would begin on March 1, 2021, and end on February 28, 2023. On April 2, 2021, the Commission acknowledged the Notice and indicated that the program would progress on the new schedule but would remain subject to the conditions of the August 31, 2020 Order.

3. The initial term of the IIAC assessment program will conclude on February 28, 2023. The Parties agree that the Company may extend funding to the IIAC to continue the program for an additional year, extending the program end date to February 28, 2024 and with the same terms and conditions contained in the 2020 Settlement Stipulation as modified herein.

4. The Parties have met to discuss the future of the program. Based on those discussions, the Parties submit this 2022 Settlement Stipulation subject to the terms and conditions below.

TERMS AND CONDITIONS

5. In settlement of the matters raised in this docket, the Parties submit this 2022 Settlement Stipulation for the Commission's approval and adoption.

6. The Parties agree for purposes of settlement to the approval of an extension of the IIAC assessment program for one year, beginning on March 1, 2023, and to \$500,000 in funding for the additional program year. A proposed annual budget for the program is attached as confidential Exhibit A. Under this 2022 Settlement Stipulation, the IIAC program would fall solely under the “any other technology program” category of Utah Code§ 54-20-105(3)(a)(vii).

7. The Parties agree for purposes of settlement that, under this program extension, the IIAC will conduct a total of 20 assessments, including clean air analysis, and an additional 20 clean air analyses on IIAC Department of Energy (DOE)-related projects during the 12-month program extension period. Sustainable Transportation and Energy Plan (STEP) funds will be disbursed to the IIAC as follows: \$100,000 per quarter for four quarters with an additional performance payment of \$100,000 that will be disbursed when 16 assessments and 16 clean air analyses on DOE-related projects have been completed.

8. The Parties agree that, for purposes of settlement, at the completion of the one-year extension, the Company will not seek Commission approval for any additional funding for the IIAC assessment program.

9. The Parties agree that the Company will not make any additional funding requests under Utah Code§ 54-20-105(3)(a)(vii) through the sunset of the STEP legislation on July 1, 2024.

10. The Parties agree that, for purposes of settlement, the IIAC and Dominion Energy will perform pre-screening for any project before conducting an assessment. Pre-screening criteria and eligibility are the same as agreed to in the 2020 Settlement Stipulation and will consist of the following:

A. A determination that the annual usage or anticipated annual usage (per customer or aggregated customers) would exceed 2,500 Dth per year or the customer would utilize

natural gas in such volumes that the total benefits are reasonably likely to be greater than the expense of the assessment and any additional STEP funded costs or subsidies;

B. A determination that the customer is a current Dominion Energy customer or is located within the Dominion Energy service territory and could become a customer without significant investment from the Company or its ratepayers;

C. The Customer's willingness to participate in reasonable follow-up implementation reviews;

D. The Customer's willingness to have the Customer's name listed as a program participant and willingness, if it is selected for a project to be brought to the Commission to request an incentive, to also have the type of project and amount of STEP funds requested be identified in the public filing; and

E. The Customer's affirmative representation that it has not had an energy assessment performed by Rocky Mountain Power or Dominion Energy or any other comparable public or ratepayer-funded entity in the past five years.

11. The Parties agree for purposes of settlement that the IIAC will observe the same guidelines as agreed to in the 2020 Settlement Stipulation, attached hereto as Exhibit B.

12. The Parties agree that, for purposes of settlement, the STEP funds disbursed to the IIAC from Dominion Energy may not be used for purposes of writing articles for scholarly publication, related presentations and travel, or other related expenses, which are expressly declared outside the scope of the pilot program and the IIAC's scope of work related to the funding addressed in this docket.

13. The Parties agree for purposes of settlement that, in order to provide additional oversight, Dominion Energy will provide reporting as follows:

A. When the Company provides reporting described herein, it will (where practicable) include actual Utah-specific metrics and evaluations.

B. The Company will continue to provide quarterly reports in the format agreed upon by the Office and the Division.

C. The Company will file the final annual report to the Commission by the third quarter of 2024.

GENERAL

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

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

16. The Parties agree that no part of this 2022 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 2022 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 2022 Settlement Stipulation are confidential and subject to the applicable rules of evidence, including Utah R. Evid. 408, and no Party shall be bound by any position asserted in negotiations not specifically identified and settled herein. Neither the execution of this 2022 Settlement Stipulation nor an 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 or of innovative utility programs under Utah Code §§ 54-20-101 through 107; 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 2022 Settlement Stipulation.

17. If the Commission deems that a hearing on this matter is necessary or appropriate, Dominion Energy will, and the Division and the Office may, each make one or more witnesses available to explain and support this 2022 Settlement Stipulation to the Commission. Such witnesses will be available for examination. The Parties shall support the Commission's approval of the 2022 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, the Parties agree to recommend that all pleadings, comments, and action request responses that have been filed in this docket be admitted as evidence.

18. The Parties agree that, if any person challenges the approval of this 2022 Settlement Stipulation or requests rehearing or reconsideration of any Order of the Commission approving this 2022 Settlement Stipulation, each Party will use its best efforts to support the terms and conditions of the 2022 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 2022 Settlement Stipulation, no Party shall take a position in that judicial review opposed to the 2022 Settlement Stipulation.

19. Except with regard to the obligations of the Parties under Paragraphs 16, 17, and 18 of this 2022 Settlement Stipulation, this 2022 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 2022 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

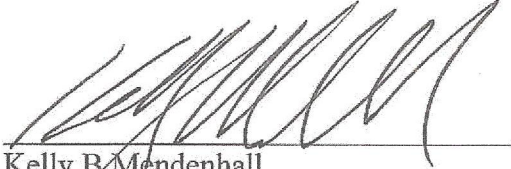
if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this 2022 Settlement Stipulation or imposes any material change or condition on approval of this 2022 Settlement Stipulation, or if the Commission's approval of this 2022 Settlement 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 2022 Settlement Stipulation consistent with the Order. No Party shall withdraw from the 2022 Settlement Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the 2022 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 2022 Settlement Stipulation.

20. This 2022 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 2022 Settlement Stipulation and adopting its terms and conditions.

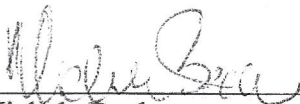
RESPECTFULLY SUBMITTED: December 21, 2022.



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 21, 2022:

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