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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF DOMINION ENERGY UTAH TO EXTEND SERVICE TO GENOLA, UTAH	Docket No. 23-057-13 SETTLEMENT STIPULATION
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Pursuant to Utah Code Ann. § 54-7-1, Dominion Energy Utah (Dominion Energy or Company) and the Utah Division of Public Utilities (Division) (collectively the Parties) submit this Settlement Stipulation in resolution of the issues raised in this docket. The Utah Office of Consumer Services is not a party in this Case but has reviewed this Settlement Stipulation and has authorized the Division and the Company to represent that it is not opposed to the terms herein.

PROCEDURAL HISTORY

1. On September 8, 2023, Dominion Energy filed an Application in this docket (the Application) seeking the Utah Public Service Commission's (Commission) approval of

the Company's Resource Decision to construct natural gas facilities to provide service to the town of Genola, Utah (Resource Decision) and to permit the Company to recover the costs of the Resource Decision by utilizing the Rural Expansion Tracker set forth in Section 9.02 of Dominion Energy Utah's Natural Gas Tariff No. 500 (Tariff).

2. On October 18, 2023, the Commission held a technical conference during which the Company provided information about the proposed expansion and answered questions related to this docket.

3. On December 1, 2023, the Division submitted direct testimony in this docket.

4. Since that time, the Parties have engaged in settlement discussions. 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 the Resource Decision should be approved, and Dominion Energy should be authorized to construct natural gas facilities to expand its system and to offer natural gas service to the residents and businesses in Genola, Utah, as more fully set forth in the Application.

7. The Parties agree for purposes of settlement that the Company should be allowed to recover the costs associated with the Resource Decision described in the Application through the Rural Expansion Rate Adjustment Tracker set forth in Section 9.02 of the Tariff.

8. The Parties agree for purposes of settlement that Dominion Energy will file copies of the permit(s) and other similar items required for the Genola expansion when they

are finalized and executed. The franchise agreement was filed concurrently with the Company's Application as DEU Exhibit 4.01.

9. The Parties agree for purposes of settlement that, should the costs of the Resource Decision exceed the cost estimates provided in the pre-filed direct testimony of Dominion Energy witness William S. Radford and accompanying exhibits filed on September 8, 2023, the Company will seek Commission approval of any excess costs prior to including those costs in the Rural Expansion Rate Adjustment Tracker.

10. The Parties agree for purposes of settlement that the Company will work with Genola to confirm that Genola will be inspecting all appliances converted by each customer in Genola for safe operation and proper conversion. This inspection will be required before a meter will be set by DEU.

GENERAL

11. The Parties agree that, given the requirements of Utah Code § 54-17-403(1)(c) authorizing the Commission to include costs of rural gas infrastructure development, if the cost will not increase the Company's base distribution non-gas revenue requirement by more than 2% in any three year period or increase the cost of the Company's distribution non-gas revenue requirement related to rural gas infrastructure development by more than 5% in the aggregate, the settlement of those issues identified above, in light of this statutory directive, is in the public interest and that the results are just and reasonable.

12. The Parties agree that the original costs estimate for this rural expansion project, as provided in the pre-filed direct testimony of Company witness William S. Radford, comply with the 2% and 5% statutory limits as calculated in the pre-filed direct testimony of Company witness Austin Summers.

13. The Parties agree that settlement of those issues identified above is in the public interest and that the results taken as a whole are just and reasonable.

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

15. 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 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 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; 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.

16. Dominion Energy will, and the Division may, 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, the explanation and support shall be consistent with its statutory authority and responsibility. So that the record in this docket is complete, the Parties agree to recommend that all pleadings and testimony that have been filed in this docket be admitted as evidence.

17. 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 , 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.

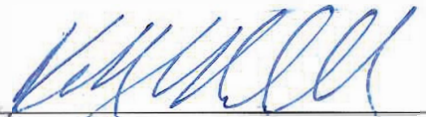
18. Except with regard to the obligations of the Parties under Paragraphs 15, 16 and 17 of this Settlement Stipulation, this Settlement Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission. This Settlement Stipulation 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 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.

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


RELIEF REQUESTED

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

RESPECTFULLY SUBMITTED: January 9th, 2024.



Kelly B Mendenhall
Director Regulatory and Pricing
Dominion Energy Utah



Chris Parker
Director
Utah Division of Public Utilities

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 January 9, 2024:

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