

Jenniffer Nelson Clark (7947)  
Enbridge Gas Utah  
333 South State Street  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360  
Phone: (801) 324-5392  
Fax: (801) 324-5935  
[Jenniffer.clark@enbridge.com](mailto:Jenniffer.clark@enbridge.com)

Dale Cottam (19783)  
Ronnie Lopez (20079)  
Bailey | Stock | Harmon | Cottam | Lopez LLP  
6234 Yellowstone Road  
P.O. Box 1557  
Cheyenne, Wyoming 82009  
Phone: (307) 459-1120  
[dale@performance-law.com](mailto:dale@performance-law.com)  
[ronnie@performance-law.com](mailto:ronnie@performance-law.com)

*Attorneys for Questar Gas Company  
dba Enbridge Gas Utah*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

<p>IN THE MATTER OF THE APPLICATION OF ENBRIDGE GAS UTAH TO EXTEND NATURAL GAS SERVICE TO SOUTH RIM, UTAH</p>	<p>Docket No. 25-057-21</p> <p><b>SETTLEMENT STIPULATION</b></p>
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Pursuant to Utah Code Ann. § 54-7-1, Enbridge Gas Utah (Enbridge Gas 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 docket 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 19, 2025, Enbridge Gas filed an Application in this docket (the Application) seeking the Public Service Commission of Utah's (Commission) approval of the Company's proposal to extend service to the rural community of South Rim, Utah (the Resource Decision), and to permit the Company to recover the costs of the Resource Decision by utilizing the Rural Expansion Rate Adjustment Tracker set forth in Section 9.02 of Enbridge Gas Utah's Natural Gas Tariff No. 700 (Tariff).

2. On October 28, 2025, 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 2, 2025, the Division submitted direct testimony in this docket.

4. On January 20, 2026, the Company filed the rebuttal testimony of Jordan Parks.

5. The Parties have engaged in arm's length settlement discussions and have reached a settlement agreement as set forth below. The Parties submit this Settlement Stipulation for the Commission's approval and adoption.

### **TERMS AND CONDITIONS**

6. The Parties agree for purposes of settlement that the Application should be approved, subject to the terms set forth herein, and Enbridge Gas should be authorized to construct natural gas facilities to expand its system and to offer natural gas service to the residents in South Rim, 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 Enbridge Gas will file copies of permit(s), government authorizations, and any franchise agreements that it obtains in order to expand its system to South Rim when they have been gathered in their entirety and are finalized and executed.

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 Enbridge Gas witness William S. Radford and accompanying exhibits filed on September 19, 2025, 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 South Rim and Tooele County officials to confirm that Tooele County will be inspecting all appliances converted by each customer in South Rim for safe operation and proper conversion. This inspection will be required before Enbridge Gas will set a meter for a customer in the South Rim expansion area.

11. Pre-Application Meeting. Prior to filing future applications for Rural Expansion Resource Decisions pursuant to Utah Code Ann. §§ 54-17-401 through -404, the Company agrees to meet with the Division to review and discuss the data supporting such applications. This meeting will include discussion of: (a) the planned contents of the application; (b) any available information pertaining to the socioeconomic status of prospective customers; (c) information about the Company's long-term plan for the area around the identified community, including any impact the proposed expansion would have on

future projects in the area; and (d) any information the Company has regarding proposed developments in and around the identified community.

12. Annual Report. Beginning in 2027, on or before March 1 of each year, the Company will file with the Commission an annual report containing the most recent five years of data regarding all the Company's previously approved Rural Expansion Resource Decisions. This annual report shall include the following information for the most recent 5-year period: (a) the number of customers who have signed up for service; (b) the number of meters set each year; (c) cost per connection; and (d) the cumulative costs for all completed projects.

13. Program Eligibility. The Company confirms that in order to qualify for and participate in the service extension plan, prospective customers must: (a) be located within the shaded service area identified in EGU Exhibit 2.02; and (b) timely elect to participate in the plan as required by Enbridge Gas Utah Tariff section 9.02 of the Tariff. Other potential customers and housing developments located outside the shaded service area shown in EGU Exhibit 2.02 will not be eligible for service under the rural expansion program but would be eligible for installation of new facilities under Section 9 of the Company's Tariff.

#### **GENERAL**

14. The Parties agree that, given the requirements of Utah Code Ann. § 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 is in the public interest and that the results are just and reasonable.

15. 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 Jordan Parks.

16. 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.

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

18. 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.

19. Enbridge Gas will, and the Division may, make one or more witnesses available during the hearing on this Settlement Stipulation to explain and provide support for this

Settlement Stipulation. 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.

20. 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.

21. 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.

22. Except with regard to the obligations of the Parties under Paragraphs 18, 19, 20, and 21 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.

23. 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 26, 2026.

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Austin Summers  
Director, Regulatory and Pricing  
Enbridge Gas Utah

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Chris Parker  
Director  
Utah Division of Public Utilities

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Austin Summers  
Director, Regulatory and Pricing  
Enbridge Gas 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 26, 2026:

Patricia E. Schmid  
Patrick Grecu  
Assistant Attorneys General  
160 East 300 South  
P.O. Box 140857  
Salt Lake City, UT 84114-0857  
[pschmid@agutah.gov](mailto:pschmid@agutah.gov)  
[pgrecu@agutah.gov](mailto:pgrecu@agutah.gov)

Counsel for the Division of Public Utilities

Robert J. Moore  
Assistant Attorney General  
160 East 300 South, 5<sup>th</sup> Floor  
P.O. Box 140857  
Salt Lake City, UT 84114-0857  
[rmoore@agutah.gov](mailto:rmoore@agutah.gov)

Counsel for the Office of Consumer Services

Chris Parker, Director  
Brenda Salter  
Division of Public Utilities  
Heber Wells Building, 4th Floor  
160 East 300 South  
Salt Lake City, UT 84111  
[chris.parker@utah.gov](mailto:chris.parker@utah.gov)  
[bsalter@utah.gov](mailto:bsalter@utah.gov)

Michele Beck  
Utah Office of Consumer Services  
160 East 300 South, Suite 200  
P.O. Box 146782  
Salt Lake City, UT 84114-6782  
[mbeck@utah.gov](mailto:mbeck@utah.gov)



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