

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF QUESTAR GAS) CASE NO. QST-G-23-01
COMPANY’S AND ENBRIDGE QUAIL)
HOLDINGS, LLC’S JOINT APPLICATION)
FOR APPROVAL OF THE PROPOSED SALE) ORDER NO. 36311
OF FALL WEST HOLDCO LLC TO)
ENDBRIDGE QUAIL HOLDINGS, LLC)
)

On June 6, 2024, the Idaho Public Utilities Commission (“IPUC”) issued Order No. 36204, finding that Enbridge Quail Holdings, LLC’s (“Enbridge”) acquisition of the parent company of Questar Gas Company (“Questar”) dba Dominion Energy Utah was reasonable and in the public interest. Furthermore, because the passage of time resulted in changes not reflected in the existing contract for regulatory services (“CRS”) between the IPUC and Utah Public Service Commission (“UPSC”) that authorized the application of UPSC rates to Questar’s Idaho customers, the IPUC authorized its President to execute an updated CRS with the UPSC. Order No. 36204 at 5–6.

During the IPUC’s August 27, 2024, decision meeting, Staff presented a decision memorandum that indicated the UPSC chairman had executed a slightly modified version of the CRS the IPUC authorized its President to sign in Order No. 36204. As the version of the CRS executed by the UPSC chairman contained only non-substantive revisions (*e.g.*, adding an email address for the UPSC), Staff recommended that IPUC authorize its President to sign that version of the CRS. Additionally, Staff recommended the IPUC close this docket as execution of the CRS would leave no other outstanding issues in this proceeding.

DISCUSSION AND FINDINGS

Questar is a gas corporation and public utility subject to the Idaho Commission’s jurisdiction pursuant to *Idaho Code* §§ 61-117 and -129. The CRS allows application of rates, charges and service regulations adopted by the UPSC to Questar’s Idaho customers if certain parameters (protecting Idaho customers) are met. We maintain all other authority granted to the IPUC by the Idaho Legislature under Title 61 of Idaho Code.

As the version of the CRS executed by the UPSC chairman does not vary substantively from the version we previously authorized the IPUC President to sign, we find it fair, just, and reasonable to authorize the IPUC President to sign that version of the CRS. A copy of that version

of the CRS is attached to this order as **Exhibit 1**. As there are no other outstanding matters in this case, we direct that it be closed.

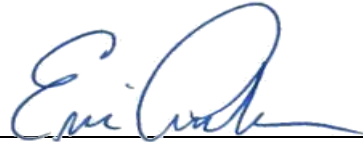
ORDER

IT IS HEREBY ORDERED that the IPUC President is authorized to sign on behalf of the IPUC the CRS executed by the UPSC chairman, a copy of this document is attached to this Order.

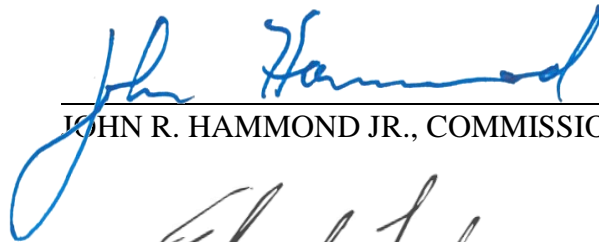
IT IS FURTHER ORDERED that this docket shall be closed.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order about any matter decided in this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code* § 61-626.

DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 29th day of August 2024.



ERIC ANDERSON, PRESIDENT

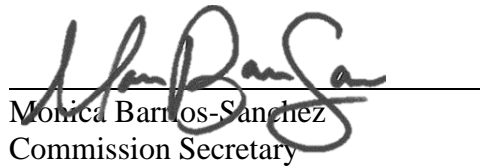


JOHN R. HAMMOND JR., COMMISSIONER



EDWARD LODGE, COMMISSIONER

ATTEST:



Monica Barros-Sanchez
Commission Secretary

presumptively correct and will take effect according to the terms of the order of the UPSC, with review as provided by *Idaho Code* § 61-505(4). Idaho residents who receive utility service from Questar will be accorded full rights of representation and participation in the hearings conducted by UPSC concerning Questar as well as the same rights that Utah customers have to pursue service-related issues. The rates, charges and service regulations for Idaho customers will not be less favorable than those of similarly situated Utah customers.

2. Winter Moratorium. It is further agreed that Idaho customers of Questar will be subject to Rule 306 of the IPUC Customer Relations Rules for Gas, Electric and Water Public Utilities, IDAPA 31.21.01.306, for purposes of disconnection of natural gas service during the winter months of December through February.

3. Revenue, Expenses, Service. UPSC agrees to include the revenue, investment and expenses of Questar's Idaho service territory in its calculation of rates and charges for Questar. UPSC agrees to place the IPUC on its service lists for any cases involving Questar so that IPUC may receive all orders, notices, etc. that are issued in cases that involve Questar.

4. Toll-Free Number. UPSC agrees to provide toll-free telephone access to Idaho customers of Questar to contact the UPSC.

5. Term and Renewal. It is the intent of IPUC and UPSC that this contract have an initial term of one (1) full calendar year from September 1, 2024, and shall be renewed automatically for additional one (1) year terms, subject to the Termination provision below.

6. Termination. Either party may provide written notice of termination of this contract prior to the expiration of the initial term or each one (1) year renewal term. This contract may be discontinued and terminated pursuant to the applicable laws of either Idaho or Utah.

7. IPUC Review. IPUC may review this contract or rates applied to Idaho residents pursuant to this contract upon petition of Idaho customers of Questar upon the conditions provided by *Idaho Code* § 61-505(4), namely: a showing that all remedies with the UPSC have been exhausted, that all remedies with Questar have been exhausted and that Idaho customers have been discriminatorily, preferentially or otherwise unlawfully treated by the UPSC.

8. Written Notice. Any notice given in connection with this contract shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Notice shall be deemed delivered immediately upon personal

service or facsimile transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO:
Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074
secretary@puc.idaho.gov

TO:
Utah Public Service Commission
160 East 300 South
Salt Lake City, UT 84111
psc@utah.gov
Telephone: (801) 530-6716
FAX: (801) 530-6796
ATTN: Commission Secretary

Street Address for Express Mail:
11331 W. Chinden Blvd.
Boise, ID 83714

9. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this contract.

10. Counterparts. This contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Sovereign Immunity. Nothing in this contract shall be construed as a waiver of Idaho’s or Utah’s sovereign immunity, which immunity is hereby expressly reserved.

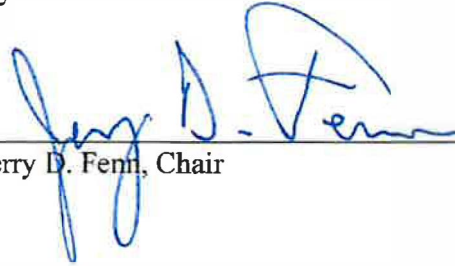
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

DATED this ____ day of _____ 2024.

IDAHO PUBLIC UTILITIES COMMISSION
By

Eric Anderson, President

UTAH PUBLIC SERVICE COMMISSION
By



Jerry D. Fenn, Chair