

#### STATE OF NEVADA

## **PUBLIC UTILITIES COMMISSION**

ALAINA BURTENSHAW Chairman

REBECCA WAGNER
Commissioner

DAVID NOBLE Commissioner

CRYSTAL JACKSON

Executive Director

AUG 2 4 2011

REGULATORY AFFAIRS

August 19, 2011

Southwest Gas Corporation P O Box 98510 Las Vegas, NV 89193

RE:

Docket No.: 11-05001

Application of Southwest Gas Corporation filed under Advice Letter No. 468 to revise Gas Tariff No. 7 to replace Main Extensions Rule No. 9 and Service Extensions Rule No. 10 with Facilities Extensions Rule No. 9 to reflect changes to the line extension policy for gas mains and distribution service lines.

To Whom It May Concern:

With reference to the above-captioned docket, enclosed are copies of the tariff sheets which were accepted for filing by the Public Utilities Commission of Nevada effective August 10, 2011.

Sincerely,

Mary L. Thompson

Administrative Assistant III

Enclosure(s)

cc:

**PUC Master File** 



Donald L. Soderberg, Vice President/Pricing

Advice Letter No. 468

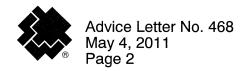
May 4, 2011

#### **PUBLIC UTILITES COMMISSION OF NEVADA**

Southwest Gas Corporation (Southwest) tenders herewith for filing the following tariff sheets applicable to its Nevada Gas Tariff No. 7:

Supersedes P.U.C.N. Sheet No.
Original Sheet No. 6 Original Sheet No. 181 Original Sheet No. 182 1st Revised Sheet No. 183 Original Sheet No. 184 1st Revised Sheet No. 185 Original Sheet No. 186 Original Sheet No. 187 Original Sheet No. 188 Original Sheet No. 189 Original Sheet No. 190 Original Sheet No. 191 1st Revised Sheet No. 192 Original Sheet No. 193 1st Revised Sheet No. 194 Original Sheet No. 194
1st Revised Sheet No. 199-200 Original Sheet No. 201 1st Revised Sheet No. 202 Original Sheet No. 215

The purpose of this filing is to replace Rule Nos. 9 (Main Extensions) and 10 (Service Extensions) of Southwest's Nevada Gas Tariff No.7, with a new Rule No. 9 reflecting the Company's proposed changes to its line extension policy for, gas mains and distribution service lines. Southwest believes that the proposed Rule No. 9 will more closely tie facility extension allowances with utility-incurred costs.



Southwest's current line extension policy calculates and expresses the allowable investment as a multiple of margin. This filing proposes to replace the "multiple of margin" approach with the Incremental Contribution Method (ICM). The ICM is a cost of service based analysis developed by Southwest. As set forth in the proposed tariff sheets, Southwest proposes using the ICM to analyze the incremental margin attributable to each applicant, and the incremental expenses and investment associated with serving that applicant. The ICM compares the project's rate of return to the Company's most recently authorized rate of return and calculates the amount of allowable investment, as well as any advance or contribution required from the applicant, to ensure that the applicant provides at least the authorized rate of return on an incremental basis during each year of build-out and in the year following build-out. If the project's incremental margin is insufficient to provide the authorized rate of return, the applicant is required to provide a refundable advance or permanent contribution to remedy the shortfall.

Southwest respectfully requests that the changes proposed herein be made effective as soon as practicable.

This filing will not increase or decrease any rate or charge, conflict with any schedule or rule, or cause the withdrawal of service, and is made in accordance with NAC Chapter 703 of the Commission's Rules of Practice and Procedure.

Respectfully submitted,

SOUTHWEST GAS CORPORATION

Donald L. Soderberg

DLS:dh Attachments

1st Revised P.U.C.N. Sheet No. Original P.U.C.N. Sheet No.

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Canceling

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### **FACILITIES EXTENSIONS**

Extensions of gas mains (mains), distribution service lines (services), meter set assemblies, regulators and other appurtenant device(s) necessary to furnish permanent service to applicants will be made in accordance with this rule.

### A. **GENERAL**

- 1. The Company will construct, own, operate and maintain main and service extensions.
  - a. Main extensions will be of suitable capacity and installed only along public streets, roads, and highways which the Company has legal right to occupy, and on public lands and private property across which rights-of-way are satisfactory to the Company.
  - b. Service extensions will be of suitable capacity from the Company's gas main to a meter location on the property of the applicant that is satisfactory to the Company.
- 2. Gas main and service extensions will be made by the Company at its expense, provided the total estimated cost of the extension, less any cash or non-cash contribution in aid of construction (contribution), does not exceed the allowable investment. Non-cash contributions include, but are not limited to, customer provided trench. The Company may require the applicant to provide an advance of the allowable investment guaranteeing bona fide operation of the customer's facilities for which the extension is requested. Additionally, main and service extensions to and within individually metered subdivisions, housing projects, multi-family dwellings, and mobile home parks or estates will be made only when the entire estimated cost of such extensions (as determined by the Company), less contributions, is advanced to the Company. Contributions and advances may be adjusted to recover the cost of federal income taxes in accordance with the Nevada Administrative Code. At its option, the Company may accept a performance bond or other security in lieu of an advance.

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# FACILITIES EXTENSIONS (Continued)

# A. GENERAL (Continued)

- 3. Each applicant for a main and/or service extension will be required to execute a contract covering the terms under which the Company will install extensions, including, but not limited to, a description of the natural gas equipment to be used. If no identifiable load is available, it will be noted on the contract.
- 4. The Company will not install more than one (1) service extension to supply a single premise, except at the option of the Company for its operating convenience or necessity.
- 5. Where service is provided to a meter location on private property, which is subsequently subdivided into multiple premises with ownership of portions thereof divested to multiple entities, the Company shall have the right, upon written notice, to discontinue service without obligation or liability. Gas service, will be reestablished in accordance with the applicable provisions of the Company's Nevada Gas Tariff.
- 6. The length of the main/service required for an extension will be considered as the distance along the shortest practical available route, as determined by the Company.
- 7. When, in the judgment of the Company, providing natural gas service to an applicant would impair service to other customers, the cost of necessary reinforcement to eliminate such impairment which is not included in the allowable investment will be collected at the time the contract is executed.
- 8. Subject to any customer advance or contribution requirements, the installation of an excess flow valve shall be performed by the Company at the Company's expense on new or replaced single residence service lines. If a customer requests the installation of an excess flow valve where one would not otherwise be provided by this rule, the Company shall perform the installation subject to the feasibility of such installation and at the customer's expense.

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# FACILITIES EXTENSIONS (Continued)

# A. GENERAL (Continued)

- 9. The cost of relocating mains and/or services at the customer/applicant request will be performed at the expense of the customer/applicant. The cost of main and/or service work performed may be adjusted to recover the cost of federal income taxes in accordance with the Nevada Administrative Code.
- 10. Relocation of facilities will be mandatory and at the customer's expense when actions of the customer restrict the Company's access to, or the safety of the facilities. Should access not be given to the Company, service may be terminated at the Company's discretion.
- 11. Investments in main and/or service extensions are made by the Company on the basis of economic feasibility. Economically feasible means, the cost to install and operate an incremental investment in mains and/or services is supported by the revenue to be derived from the related incremental investment. Economic feasibility will be determined using the Incremental Contribution Method (ICM).
- 12. In unusual circumstances, when the application of this rule appears impractical or unjust to either party, the Company or the applicant may refer the matter to the Commission for special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

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# **FACILITIES EXTENSIONS**

(Continued)

#### B. ALLOWABLE INVESTMENT

Allowable investment is the maximum amount that the Company will invest in new facilities such that the revenues derived from the new facilities provides a rate of return on the Company's investment no less than the overall rate of return authorized by the Commission in the Company's most recent general rate case.

- Incremental Contribution Method The ICM is a cost of service analysis used to calculate the expected rate of return on an investment in mains and/or services and related facilities.
  - a. If the ICM analysis results show a rate of return equal to or greater than the overall rate of return authorized by the Commission in the Company's most recent general rate case, the allowable investment is equal to the cost of the incremental investment.
  - b. The Company may extend facilities to applicants whose facilities extension does not satisfy the economic feasibility test, provided such applicant signs an extension agreement agreeing to provide a nonrefundable contribution and/or a refundable advance necessary to limit the Company's investment in the extension to the allowable investment. Any contribution or advance may be adjusted to recover the cost of federal income taxes in accordance with the Nevada Administrative Code.
  - c. The Company, at its option, may postpone that portion of an advance which it estimates would be refunded within twelve (12) months under the provisions of this rule. The Company may require the applicant to provide a surety bond or other Company approved surety equal to the amount of the postponed advance. At the end of the postponement period, the Company shall collect all such amounts not previously advanced which are not then refundable. When advances are postponed, the applicant may be required to furnish to the Company evidence of the necessary approvals to commence construction and of adequate financing.

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# **FACILITIES EXTENSIONS**

(Continued)

# B. <u>ALLOWABLE INVESTMENT</u> (Continued)

- 2. For an applicant that is a fully improved master metered mobile home park which is currently or was formerly served under a MMP schedule, the incremental margin to be used in the ICM analysis shall be the difference between the revenue received from the customer under master meter service and the estimated future revenue after conversion to individual residential service.
- 3. If any applicant fails to take service in amounts stated as the basis for estimating the allowable investment, the Company may calculate and bill the customer a nonrefundable Facilities Charge. The Facilities Charge will be equal to the unpaid contribution necessary for the Company to achieve the authorized rate of return according to the Company's extension rule in effect at the time the extension was made, as though service had been requested on the basis of the actual equipment installed and utilized.

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# **FACILITIES EXTENSIONS**

(Continued)

#### C. REFUND OF ADVANCES

Amounts advanced by the applicant in accordance with this rule, less any unpaid Facility Charges, shall be refunded, without interest, under the following conditions:

- 1. Refunds of advances, including any amounts collected to recover the cost of federal income taxes, shall be made for each additional verified incremental permanent load connected to the extension for which an advance was collected.
- No refunds will be made for additional customers connecting to a further extension or series of extensions constructed beyond the original extension. No refunds will be made for reinforcements required to maintain the system integrity.
- 3. Refunds will be made annually, or intermittently within the annual period at the option of the Company. Amounts refunded may be accumulated to a minimum of \$50, or the total refundable balance if less than \$50.
- 4. When two or more parties make a joint advance on the same extension, refundable amounts will be distributed to these parties in the same proportion as their individual percentages of the total joint advance.
- 5. The refund period shall be five years from the date of the completion of the extension, except that in the case of extensions for individually metered subdivisions, tracts, housing projects, or multi-family dwellings, the refund period shall be ten years or a period mutually agreed upon by the Company and the applicant.
- 6. Any assignment by a customer of their interest in any part of an advance must be made in writing and approved by the Company.
- 7. Amounts advanced under an extension rule previously in effect will be refunded in accordance with the provisions of such rule.

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SOUTHWEST GAS CORPORATION P.O. Box 98510 Las Vegas, Nevada 89193-8510 Nevada Gas Tariff No. 7

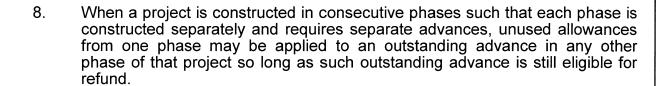
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### RULE NO. 9

# FACILITIES EXTENSIONS

(Continued)

C.	REFUND	OF	<u>ADVANCES</u>	(Continued)



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# FACILITIES EXTENSIONS

(Continued)

# D. RESIDENTIAL AMORTIZATION PROGRAM

The program shall be available for one or more residential customers which are judged to be of a permanent and continuing nature. Pursuant to the program, main and service line extension contracts may be established to amortize that portion of an extension project's cost in excess of the Company's allowable investment. The amortization will appear as a monthly surcharge on the participating customer's bill.

Amortization of the customer contribution toward a given line extension project shall be offered in those cases where all of the following criteria are satisfied:

- 1. There exists reasonable certainty that both the Company's allowable investment and the amortized customer contribution can be recovered in their entirety;
- 2. The customer contribution toward a given line extension project represents a significant amount if paid as a lump sum and would present an undue burden upon the customer; and
- 3. The price of gas service, including amortization of the facilities charge, calculated on the basis of a term of four (4) years, is demonstrated to be less than seventy-five percent (75%) of the customer's annualized alternative fuel costs.

In those instances in which service is extended to an area where five (5) or less customers take service, the Company may condition the extension on the customer agreeing to be individually obligated for their share of the cost in excess of the allowable investment.

For those customers not qualifying for an amortization program pursuant to the criteria specified herein, the Company may, at its discretion, establish a main and service line extension contract to amortize that portion of an extension project's costs in excess of the Company's allowable investment.

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# FACILITIES EXTENSIONS (Continued)

# D. RESIDENTIAL AMORTIZATION PROGRAM (Continued)

The Company will make its decision on whether to offer amortization of a project's line extension expense on a case-by-case basis considering the following criteria:

- 1. The magnitude of the amount of the line extension cost for which the customer is responsible;
- 2. The degree of certainty with which the Company may recover the line extension costs that it permits a group of customers to amortize; and
- 3. The ability of the Company to recover its allowable investment over the life of the facilities.

The amortization period of the aforementioned contract shall not exceed five (5) years. The customer's contribution toward the excess line extension project shall constitute the principal of the contract. The capital costs in excess of the allowable investment shall not be treated as a component of the Company's plant in service included in rate base either during the amortization period, or after its termination. The customer's monthly surcharge shall be determined by dividing the contract's principal by the product of: (a) the anticipated number of months over which the customer contribution is amortized, and (b) the number of customers to be served by the line extension project. All monthly surcharge revenue shall be used to reimburse the Company for the capital costs in excess of the free allowance. No interest shall be applied to the principal.

The Company shall submit to the Commission an informational filing upon the initiation of such a project which will specify:

- 1. A general description of the area to be served;
- 2. The number of customers projected to be served;
- 3. The total capital costs;

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# FACILITIES EXTENSIONS (Continued)

# D. <u>RESIDENTIAL AMORTIZATION PROGRAM</u> (Continued)

- 4. The amount of allowable investment:
- 5. The customer contribution;
- 6. The anticipated number of months over which the customer contribution is to be amortized;
- 7. The amount of the amortization surcharge to be assessed;
- 8. A copy of the service contract being utilized; and
- 9. A copy of the economic analysis which has been performed regarding the project in question.

If a customer that is a party to a residential amortization program contract should disconnect service, and later reconnect at the same service address, the customer shall pay the Company the sum of any unpaid monthly surcharges accrued during the period of disconnection before service shall be reestablished.

If an additional applicant requests service which requires connection to a line extension that is already subject to an amortization program, such additional applicant shall, in addition to any incremental contribution requirement, pay the monthly surcharge provided in the amortization program contract.

The monthly surcharge in the final month of the amortization period shall be adjusted to account for any change in the estimated number of customers, such that the sum of charges paid over the term of the contract equals the principal. The final payment shall not exceed the level of the surcharge assessed during the term prior to the final payment. Any excess collections shall be refunded equally to all customers of record at the time the refund is distributed.

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# FACILITIES EXTENSIONS (Continued)

# D. <u>RESIDENTIAL AMORTIZATION PROGRAM</u> (Continued)

In instances where an owner or tenant that was a party to such a line extension contract moves from a service address before expiration of the contract, a new owner or tenant requesting gas service shall be subject to the monthly surcharge for as long as the new owner or tenant resides at that address, until such time as the contract expires.

The basic service charge and margin revenues associated with each project must be sufficient to at least cover the cost of federal income taxes on the surcharge revenues.

The residential amortization plan shall only be applicable to one or more direct residential customers and shall not be available to developers, contractors or other commercial entities.

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SOUTHWEST GAS CORPORATION P.O. Box 98510 Las Vegas, Nevada 89193-8510 Nevada Gas Tariff No. 7

2nd Revised P.U.C.N. Sheet No. 192 1st Revised P.U.C.N. Sheet No. 192

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SOUTHWEST GAS CORPORATION P.O. Box 98510 Las Vegas, Nevada 89193-8510 Nevada Gas Tariff No. 7

1st Revised P.U.C.N. Sheet No. 193 Original P.U.C.N. Sheet No. 193

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SOUTHWEST GAS CORPORATION P.O. Box 98510 Las Vegas, Nevada 89193-8510 Nevada Gas Tariff No. 7

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2nd Revised P.U.C.N. Sheet No. 199-200

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# FACILITIES ON CUSTOMER PREMISES

# A. <u>METERS AND APPLIANCES</u>

- 1. All meters, regulators, service pipe, appliances, fixtures, etc., installed by the Company upon the customer's premises for the purpose of delivering gas to the customer shall continue to be the property of the Company and may be repaired, replaced or removed by the Company at any time.
- 2. In the cases of residential and commercial customers, metering and regulating equipment required by the Company to render service will be constructed and installed at the expense of the Company provided the total estimated cost of the equipment, less any cash or non-cash contribution in aid of construction (contribution) does not exceed the allowable investment (except as specified in Rule No. 9A.12). In the cases of all other customers, each customer will be required to make a nonrefundable advance to the Company equal to the full cost of constructing and installing such regulating, metering and safety equipment as determined by the Company.
- No rent or other charge whatsoever will be made by the customer against the Company for placing or maintaining said meters, regulators, service pipe, appliances, fixtures, etc., upon the customer's premises. All meters will be sealed or soldered by the Company, and no such seal or solder shall be tampered with or broken except by a representative of the Company appointed for that purpose. The customer shall exercise reasonable care to prevent the meters, regulators, service line, appliances, fixtures, etc., of the Company upon said premises from being injured or destroyed and shall refrain from interfering with the same and, in case any defect therein or damage thereto shall be discovered, the customer shall promptly notify the Company thereof.

If damage occurs to the Company's facilities because of the customer's failure to use reasonable care or failure to request from the Company a service line location, the customer will be billed for subsequent repairs.

4. The Company will not be responsible for the loss of gas or damage or injury caused by gas in or escaping from piping or appliances beyond the Company's meter.

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