

RULE NO. 16

FACILITIES ON CUSTOMER'S PREMISES

A. METERS AND APPLIANCES

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. 9.A.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.
3. 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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RULE NO. 16

FACILITIES ON CUSTOMER'S PREMISES
(Continued)

B. METER INSTALLATION

1. All meters will be installed by the Company in some convenient and safe place approved by the Company upon the customer's premises and so placed as to be at all times accessible for inspection, reading and testing. The Company will change the meter location on customer's premises for reasonable cause, but when such request is made solely to suit the customer's convenience or to overcome an unsafe condition, a charge to the customer will be made to cover the actual cost of the change.
2. In all buildings in which separate meters are hereafter required to be installed for various floors or groups of rooms in order to measure the gas supplied to each tenant, the Company may require all meters to be located at a central point, and each such meter will be clearly marked to indicate the particular location supplied by it.

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Senior Vice President

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(Continued)

B. METER INSTALLATION (Continued)

4. The Company will place the meter in a location that does not result in the creation and installation of a Primary COYL at the time of the service installation, absent justifying circumstances. Justifying circumstances include, but are not limited to, field conditions, property rights, and large residential, commercial and industrial customers that require the installation of a Primary COYL at the time of the service installation. Prior to the installation of a Primary COYL, the Company will document and verify the circumstances that justify the installation of a Primary COYL. If the installation of a Primary COYL is necessary to provide service, the Company will provide the customer with documentation (as referenced in 49 CFR 192.16) outlining the risks associated with the operation of a Primary COYL, notify the customer of their responsibility for the maintenance of a Primary COYL, and require the customer to sign an acknowledgement indicating receipt of such documentation. After requesting and acknowledging the installation of a Primary COYL, a customer who elects to have the Primary COYL replaced at a future date will be responsible for the associated replacement costs.

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FACILITIES ON CUSTOMER'S PREMISES
(Continued)

C. COMPANY EASEMENTS AND RIGHTS OF INGRESS AND EGRESS

1. Upon application for gas service and the establishment of service pursuant thereto, and upon the taking of service at any time thereafter, the customer shall be deemed to grant to the Company and its successors and assigns, to whatever extent the customer may be empowered to make such grant, a perpetual easement and irrevocable license for the installation and maintenance of a gas pipeline or pipelines and appurtenances, across, over, under, and through the Customer's premises, together with the rights of ingress and egress and any temporary easements reasonably necessary to install, maintain, or replace the Company's gas facilities. The terms of the grant are such that the Company may, in conjunction with Rule 16(A)(1), relocate its gas facilities and the easement and license to a different location on the premises in order to continue to provide service to the customer or customers served by the Company's gas facilities, and are such that the Company has the right (but not the obligation) to remove any or all of its gas facilities installed on the customer's premises at any time after the termination of service. Any such grant from the owner of the premises served shall be deemed to be an easement and license running with the land and shall bind the owner's successors and assigns.

2. If the Customer is currently receiving service, then within ten (10) days of the Company's request, the customer shall provide, without cost to the Company, a non-exclusive perpetual easement in a form and upon terms that are satisfactory to the Company for the installation and maintenance of a gas pipeline or pipelines and appurtenances, across, over, under, and through the Customer's premises, together with rights of ingress and egress and any temporary easements that are reasonably necessary for the Company to install, maintain, or replace the Company's gas facilities. If the customer is not the property owner, then the customer shall secure such easement from the property owner. The Company may request such an easement whenever it determines that its existing easement or other property rights are unsatisfactory.

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FACILITIES ON CUSTOMER'S PREMISES
(Continued)

C. COMPANY EASEMENTS AND RIGHTS OF INGRESS AND EGRESS (Continued)

An easement or other property rights may be unsatisfactory if, among other things, it burdens the Company with undue costs (including costs related to indemnification, insurance, or the maintenance and restoration of the burdened estate); fails to provide a safe, convenient, and economical means for the placement, operation, or access to the Company's gas facilities; seeks to confer benefits for the customer that are unjust, unreasonable, unjustly discriminatory, or preferential; is vague or ambiguous; or conflicts with this Tariff or with the Commission rules and regulations.

3. The Company shall at all times have the right of ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of gas and the exercise of any and all rights secured to it by law or this Tariff
4. The Company shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises at any time after the termination of service.

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(Continued)

D. CUSTOMER'S RESPONSIBILITY FOR EQUIPMENT FOR RECEIVING GAS

The customer shall, at the customer's sole risk and expense, furnish, install and keep in good, safe, and leak free condition all regulators, gas piping, appliances, alarms, fixtures and apparatus of any kind or character located beyond the point of delivery which may be required for receiving gas from the Company and for applying and utilizing gas, including all necessary protective appliances and suitable housing therefore; the Customer will be solely responsible for any injury, damage or loss resulting from the gas, or its use loss, after such gas passes beyond the point of delivery, and the Company shall not be responsible for any loss, injury or damage occasioned or caused by the negligence or wrongful act of the Customer or any of the Customer's agents, employees or licensees in installing, maintaining, using, operating or interfering with any such regulators, gas piping, appliances, alarms, fixtures or apparatus. The Company has the right, but not the responsibility to refuse service to any Customer or discontinue service with or without notice if, in the Company's opinion, the facilities beyond the point of delivery are unsafe or present a hazardous condition.

E. SERVICE CONNECTIONS MADE BY COMPANY'S EMPLOYEES

Only duly authorized employees or agents of the Company are allowed to connect the service pipe to, or disconnect the same from, the Company's gas facilities, or to turn on the supply of gas from the meter. When turning on the supply of gas, the Company shall perform a leak check at the Company's standard delivery pressure of the customer piping and appliances connectors. If any uncontrolled hazardous leakage exists at the time of turn-on, service will be denied until the customer has eliminated all leaks. Except as provided in this Rule, the Company has no duty to inspect, maintain, or repair the customer's premises and has no duty to warn of any condition it observes thereon; the Company shall not be liable for any failure to inspect, maintain, or repair the customer's premises or for the failure to warn of any condition.

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(Continued)

F. EXCESS FLOW VALVE AND SERVICE LINE SHUT-OFF VALVE

An Excess Flow Valve or Service Line Shut-Off Valve shall be installed in accordance with Rule No. 9 of this Nevada Gas Tariff.

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