



ENSTAR Natural Gas Company, LLC

Section 1600 -- Transportation Services

§1605 General Terms and Conditions for Transportation Service

§1605a Application

These General Terms and Conditions for Transportation Service apply to all transportation services unless otherwise provided for within the individual Transportation Service Sections (Sections 1610, 1620 or 1640) or as provided for in the Special Contracts identified at Section 1900.

§1605b Transportation

§1605b(1) The Shipper Delivers to Receipt Point(s). The Company Delivers to Delivery Point(s)

The Shipper shall tender to the Receipt Points all Gas it wants the Company to transport, plus the Shipper's share of Company Use Gas each Day. The Company will deliver the equivalent volume of Gas received from the Shipper, less the Shipper's share of Company Use Gas, to the Delivery Points. The Company may deliver the Gas by effectively trading Gas with the Shipper, with the Shipper's approval, at points that may or may not be on the Company's pipeline system. The Company shall never be obligated to deliver during any Day more Gas than the Shipper tenders for transport during that Day.

§1605b(1)(a) The Shipper is responsible for making all necessary arrangements for the delivery of Gas to the Receipt Point(s) including securing all necessary supplier arrangements and all necessary Upstream Capacity.

§1605b(1)(b) The Shipper and its suppliers shall use best efforts to give the Company at least four (4) hours notice prior to terminating, curtailing or interrupting deliveries to a Receipt Point.



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§1605b(2) The Shipper's Share of Company Use Gas

The Shipper shall, at its expense, supply to the Company each Day and each Month its share of Company Use Gas.

§1605b(2)(a) Effective each January 1, the Company will recalculate the Shipper's Share of Company Use Gas by calculating the percentage of Company Use Gas to total system deliveries using the data for the three calendar years ending two calendar years prior to the recalculation date (for example, the rate for January 1, 2005 would be based upon the three calendar years ended December 31, 2003). The Company will amend Section 1605b(2)(b) below to reflect the appropriate rate.

§1605b(2)(b) The Shipper's Share of Company Use Gas shall be the percentage of deliveries as set forth on the following schedule:

<u>Effective Period</u>	<u>Rate</u>
November 1, 2004 to December 31, 2005	0.7%
January 1, 2006 to December 31, 2006	0.5%
January 1, 2007 to December 31, 2007	0.2%
January 1, 2008 to December 31, 2008	0.2%
January 1, 2009 to December 31, 2009	0.8%
January 1, 2010 to December 31, 2010	0.6%
January 1, 2011 to December 31, 2011	0.9%
January 1, 2012 to December 31, 2012	0.7%
January 1, 2013 to December 31, 2013	0.3%
January 1, 2014 to December 31, 2014	0.4%
January 1, 2015 to December 31, 2015	0.4%
January 1, 2016 to December 31, 2016	0.8%
January 1, 2017 to December 31, 2017	0.8%
January 1, 2018 to December 31, 2018	0.7%
January 1, 2019 to December 31, 2019	0.6%
January 1, 2020 to December 31, 2020	0.6%
January 1, 2021 to December 31, 2021	0.6%
January 1, 2022 to December 31, 2022	0.5%
January 1, 2023 to December 31, 2023	0.3%
January 1, 2024 to December 31, 2024	0.0%
January 1, 2025 to December 31, 2025	0.1%
January 1, 2026 to December 31, 2026	0.3%

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Pursuant to Order Nos. U-22-032(8) and U-22-032(8E) Effective: September 27, 2023

Issued By: ENSTAR Natural Gas Company, LLC



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§1605c Forecasts

§1605c(1) One Year Forecast By Shipper

The Shipper shall provide the Company a current one (1) year forecast of Shipper's monthly transportation requirements, no later than October 1 of each year. Such forecasts shall (1) be prepared by the Shipper in the ordinary course of business and be relied upon by the Shipper for planning purposes, (2) specify the amounts of Gas which the Shipper expects to have delivered to each Delivery Point for End-Use Delivery Points with a potential peak demand of at least 3,000 Mcf/day segregated by Firm and Interruptible Transportation Service, (3) specify the aggregate amount of Gas which the Shipper expects to have delivered to individual End-Use Delivery Points with a potential peak demand of less than 3,000 Mcf/day (i.e., those locations not covered in (2)), and the estimated number of those Delivery Points, and (4) if possible, specify the amounts of Gas by Shipper and/or Receipt Point to be tendered to the Company. The Shipper should also provide multi-year forecasts (covering up to 10 years) of annual transportation requirements, if available. These forecasts will be used for planning purposes by the Company.

§1605c(2) Seasonal Forecasting by Shipper

The Shipper shall do everything which is commercially reasonable under the circumstances to keep the Company informed as to any demand peaks or other unusual or unexpected conditions that may occur other than normal seasonal and diurnal peak demands so that the Company can efficiently manage operations.



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§1605d **Nominations**

§1605d(1) Monthly Nominations

No later than six business days prior to the first Day of each Month, the Shipper shall furnish the Company's gas control dispatcher with a written schedule in a format approved by the Company, showing as a minimum:

§1605d(1)(a) Receipts

The (1) estimated average daily volume of Gas by supplier and Receipt Point that the Shipper desires the Company to receive and deliver during such Month and (2) the maximum daily volume of Gas for which the Shipper has made supplier and Upstream Capacity arrangements by supplier and/or Receipt Point for such Month. These receipts should also include Shipper's share of Company Use Gas. Shipper must also specify any order of priority as to the volumes received.

§1605d(1)(a)(i) Confirmation of Supply Arrangements

The Company, at its sole option, may require direct confirmation of the Shipper's supplier and Upstream Capacity arrangements as represented by the Shipper's monthly nomination of receipts.

§1605d(1)(b) Deliveries

§1605d(1)(b)(i) The (1) estimated average daily volume of Gas and (2) the maximum daily volume of Gas the Shipper desires the Company to deliver by Delivery Point for End-Use Delivery Points with a potential peak demand of 3,000 Mcf/day or greater, segregated by Firm and Interruptible Transportation Service.

§1605d(1)(b)(ii) The (1) aggregate of estimated average daily volume of Gas and (2) aggregate of the maximum daily volume of Gas the Shipper desires the Company to deliver for all End-Use Delivery Points with individual potential peak demand of less than 3,000 Mcf/day.



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§1605d(1)(c) Other Transactions at Receipt Point(s)

If the Shipper engages in other transactions at the Receipt Point(s) involving Gas volumes, such as Gas Sales to or an exchange of Gas with a third party, the Shipper shall provide to the Company the same information required in Sections 1605d(1) and 1605d(2) with respect to that Gas.

§1605d(1)(d) Departures from Nominations

The Shipper shall use reasonable efforts to notify the Company's gas control dispatcher of any actual or anticipated significant deviation (greater of 25% or 50,000 Mcf in a month) from the monthly nomination.

§1605d(2) Reserved for Future Use

§1605d(3) Daily Nominations

§1605d(3)(a) For deliveries to End-Use Delivery Points with a potential peak demand of at least 3,000 Mcf/day the Shipper shall furnish the Company's gas control dispatcher with, by at least 12:00 PM ACT one Day prior to the Day flow, a written schedule in a format approved by the Company, showing the estimated total volume of Gas for the Day which will be tendered by Receipt Point and which the Shipper desires the Company to deliver to each specified Delivery Point. Receipt Point information shall also indicate the priority among Receipt Points and Suppliers.

§1605d(3)(b) For deliveries to End-Use Delivery Points with a potential peak demand of less 3,000 Mcf/day the Shipper shall furnish the Company's gas control dispatcher with, by at least 12:00 PM ACT one Day prior to the Day flow, a written schedule in a format approved by the Company, showing the estimated total volume of Gas by Receipt Point and indicate the priority among Receipt Points and Suppliers.

§1605d(3)(c) Daily nominations remain unchanged until modified (i.e., a Shipper doesn't need to nominate each Day unless flow changes are to occur).



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§1605d(3)(d) The Shipper shall use reasonable efforts to notify the Company's gas control dispatcher of any actual or anticipated significant deviation (the greater than 1,000 Mcf/d) from the daily nomination four (4) hours prior to the anticipated change and should also advise the dispatcher of any unusual operating condition or event that is planned to occur within the next seven Days. For unplanned changes, the Shipper shall notify the Company of a nomination change as soon as possible.

§1605d(3)(e) Confirmation of Supply Arrangements

The Company shall require direct written confirmation of the Shipper's supplier arrangements from the Shipper's supplier as represented by the Shipper's daily nomination of receipts or of changes in nominations to receipts.



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§1605e **Balancing**

§1605e(1) General

The Company and the Shipper shall work to keep the Gas flow in balance at all times. Generally, quantities shall be received from the Shipper and delivered by the Company at the same rate, and the Shipper shall not, in any manner, utilize the Company's pipeline system for storage or peaking purposes. The Company and the Shippers will also work together to attempt to minimize the amount of changes in flow rates during a Day, to the extent practicable given all other considerations.

§1605e(2) Required Receipts

§1605e(2)(a) Shippers with Deliveries to End-Use Delivery Points with a potential peak demand of at least 3,000 Mcf/day or with data telemetry and/or remote metering equipment shall provide as Required Receipts each Day the amount of Gas being actually delivered to those End-Use Delivery Points, any adjustment in volumes requested by the Company as provided Section 1605e(2)(c) below and plus the Shipper's Share of Company Use Gas as provided in Section 1605b(2).

§1605e(2)(b) Shippers with Deliveries to End-Use Delivery Points with a potential peak demand of less than 3,000 Mcf/day and that do not have data telemetry and/or remote metering equipment shall provide as Required Receipts the amount of Gas being estimated by the Company each Day to be delivered to those End-Use Delivery Points, any adjustment in volumes requested by the Company as provided in Section 1605e(2)(c) below, plus the Shipper's Share of Company Use Gas. The Company shall provide the Shipper with an explanation of the estimating methodology to be used and give advance notice if the methodology is changed.

§1605e(2)(c) Under certain operational situations, the Company may call upon the Shipper to provide gas in excess of estimated deliveries and the Shipper's Share of Company Use Gas for a given Day to help increase the pipeline pressures and create line pack in advance of an anticipated cold weather episode the following Day or reduce volumes in advance of an anticipated warmer weather episode the following Day. The Company will call upon the Shipper based upon the Shipper's pro rata share of anticipated deliveries and the request will be considered part of Required Receipts as provided above.

§1605e(2)(d) It is possible that a Shipper may have a combined Required Receipts that includes individual amounts calculated separately under Section 1605e(2)(a) and Section 1605e(2)(b).



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§1605e(3) Daily Balancing Tolerances

§1605e(3)(a) The volume of Gas received for transport at the Receipt Point(s) and the volume of Gas delivered to the Delivery Point(s) may not, hour by hour and day by day, be equal because of Company Use Gas, measurement and Gas control limitations, and other operating factors.

§1605e(3)(b) Any difference created between the actual physical Gas received and the Required Receipts each Day is the “Daily Operational Imbalance”.

§1605e(3)(c) Shippers will be allowed a Daily Balancing Tolerance Limit (DBT Limit) of the greater of 1,000 Mcf per day or 10% of Required Receipts.

§1605e(3)(d) If the amount of a Shipper’s Daily Operational Imbalance is greater than its DBT Limit or if operational flows during a Day indicate that a Shipper’s Daily Operational Imbalance will be greater than its DBT Limit for that Day, the Shipper will be considered to have Over or Under Supply, and will be subject to the provisions of Section 1605e(4) below. Gas flows that are balancing a previous Daily Operational Imbalance that are approved by the Company are not considered Over or Under Supply. The amount of the Over or Under Supply shall be the total amount of the Daily Operational Imbalance over the DBT.

§1605e(3)(e) Daily Operational Imbalances are generally expected to be balanced the next Day. The Shipper and the Company may agree to longer period over which balancing may occur for operational reasons.



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§1605e(4) Over or Under Supply

If the Shipper and the Company have entered into a Gas balancing agreement, Over or Under Supply will be handled in accordance with that agreement. In the absence of such agreement, the following provisions apply.

§1605e(4)(a) Over Supply

Over Supply occurs when Receipts exceed Required Receipts. The Company may, in its sole judgment, reject the Over Supply, or it may accept the Over Supply to meet the needs of the Company's other Customers, redelivering the Gas to the Shipper at a later time. If the Company accepts the Over Supply, it does so without incurring any liability to the Shipper, except the return of an equivalent volume of Gas at a later mutually agreeable date. The Gas should normally be returned within 14 days of the Over Supply occurrence. If acceptance causes the Company to incur any fees or penalties under any of its other agreements, the Shipper will reimburse the Company for those charges. Unless pre-approved in writing by the Company, an Over Supply will be subject to a penalty, regardless of whether it is accepted and used by the Company.

§1605e(4)(b) Under Supply

Under Supply occurs when Receipts are less than Required Receipts. The Company may, in its sole judgment, do any or all of the following:



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§1605e(4)(b)(i) The Company may curtail or interrupt deliveries to the Shipper's End User for the amount of Gas that is equivalent to the Under Supply. Curtailment or interruption of an End User under this Section will not cause the Company to incur any liability to the Shipper, the End User or any other person or entity. The Shipper shall defend, hold harmless and indemnify the Company from any such claims.

§1605e(4)(b)(ii) The Company may secure replacement Gas supplies to offset a portion or all of the Under Supply. In doing so, the Company is under no obligation to secure the lowest price. Any and all costs incurred by the Company in securing a replacement Gas supply will be reimbursed by the Shipper. The Shipper shall also pay the Company's tariffed rate for transport of the replacement Gas. Further, securing or failing to secure a replacement Gas supply will not cause the Company to incur any liability to the Shipper, the End User or any other person or entity. The Shipper shall defend, hold harmless and indemnify the Company from any such claims. Any Gas secured by the Company for the purpose of making up for a Shipper's Under Supply under this Section 1605e(4)(b)(ii) will be deemed to have been delivered to the Company by the Shipper and will go toward satisfying a portion of all of the Shipper's Required Receipts, except that it will still be considered part of the Under Supply in calculating any penalties and fees under Section 1605e(4)(c) below.



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§1605e(4)(c) Penalties and Fees

Commencing September 1, 2006, Under and Over Supplies will be subject to penalties, in addition to the amounts provided for in Sections 1605e(4)(a) and (b) above, as detailed in the Shipper's Transportation Service Agreement or as set forth in Section 2561 (Schedule of Fees and Charges – Transportation Service). All penalties and fees will be billed in accordance with Section 1605j and will be subject to that Section. No penalties under Section 2561 shall be due if the Under or Over Supply has been caused by Force Majeure; provided, however, that Force Majeure does not excuse the Shipper from payment of the other costs, fees and penalties provided for in Sections 1605e(4)(a) and (b) above. The Company will also waive the Penalties and Fees calculated under this Section 1605e(4)(c) for good cause. Some examples include, but are not limited to:

§1605e(4)(c)(i) An Under Supply condition caused by another Shipper being in an Over Supply condition.

§1605e(4)(c)(ii) An Over Supply condition caused by another Shipper being in an Under Supply condition.

§1605e(4)(c)(iii) An Under Supply condition caused by excessive pressure on the Company's pipeline system at its connection to the Shipper's Receipt Point.

§1605e(4)(c)(iv) An Under Supply condition caused by the Company utilizing the Gas of an interruptible Customer under Section 1620b(2) or an Over Supply condition caused by the Company returning Gas to an interruptible Customer under Section 1620b(2).



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§1605e(4)(d) Notification of Under or Over Supply

It is the Company's intent to attempt to immediately notify a Shipper, or the Shipper's Gas Supplier, if the Company determines that an Under or Over Supply condition has occurred or is about to occur. However, operational consideration may prevent such attempts to notify. The lack of advanced notification of an Under or Over Supply condition does not relieve the Shipper of the provisions of this Section. Shippers have the responsibility of monitoring their supplies and deliveries to the extent practicable. The Company shall waive the penalties under Section 1605e(4)(c) if it does not attempt to notify the Shipper (or alternatively, the Shipper's designated Gas Supplier), by phone or in writing, within 12 hours of an Under or Over supply condition occurring.

§1605e(4)(f) Termination of Service

Repeated Over Supply or Under Supply conditions by a Shipper may result in the Company petitioning the RCA for Termination of Transportation service and cancellation of the Transportation Service Agreement to that Shipper, with prejudice.

§1605e(4)(g) Waiver of Provisions

The Company will waive some of the provisions of this Section 1605e(4) for good cause. For example, the Company may allow a Shipper to be in an Under Supply condition without triggering the remedies in Section 1605e(4)(b) or the penalties in Section 1605e(4)(c) if the Under Supply condition is caused by another Shipper being in an Over Supply condition.



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§1605e(5) Monthly Balancing

§1605e(5)(a) Balancing Report

As soon as practicable following the close of each Month (generally by the end of the fourth business day), the Company will send the Shipper a statement reconciling actual receipts to actual deliveries for that month.

§1605e(5)(b) Company Use

The balancing report will also give effect to the Shipper's Share of Company Use Gas (as provided for in Section 1605b(2)).

§1605e(5)(c) Imbalances

§1605e(5)(c)(i) It is generally expected that any monthly imbalance will be corrected in kind by the end of the subsequent Month, or such shorter period as needed by the Company to maintain system integrity, in a manner acceptable to the Company. The Shipper and the Company may agree to change the period over which corrections shall be made.

§1605e(5)(c)(ii) In the event that the Shipper has ceased transporting on the Company's system, or the Shipper fails to makeup any Under Supply of Gas (that is where the sum of deliveries on behalf of the Shipper and the Shipper's Share of Company Use Gas exceed the amount of Gas tendered on behalf of the Shipper), the Company may acquire an equivalent amount of Gas in the same manner, and with the same penalties, as an Under Supply (as provided in Sections 1605e(4)(b)(ii) and 1605e(4)(c)). In the case of an Over Supply situation, if acceptable arrangements for correcting the Over Supply can not be made within a 90 day period from the date that the Shipper has ceased transporting, the Company will utilize the Gas, applying it to the Gas that is lost and unaccounted for, without compensation or other liability to the Shipper or its supplier.



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§1605e(6) Monthly Administrative Fee

The Company shall assess a Monthly Administrative Fee as set forth in Section 2561 (Schedule of Fees and Charges – Transportation Service). The fee shall be assessed to the Shipper for each of the Shipper's Gas Suppliers tendering Gas on behalf of the Shipper during a Month. If the Shipper is involved with other transactions at the Receipt Point(s) involving Gas volumes and a third party, such as Gas Sales to or an exchange of Gas, the Company will assess a Monthly Administrative Fee for each additional transaction. No fee will be assessed related to Gas volumes that the Shipper may be selling to the Company.

§1605e(7) Reporting of Flows by the Company

§1605e(7)(a) Daily Reporting

The Company will make daily flow information, including Receipts and Required Receipts available to the Shipper by 14:00 hours ACT on the Day after each Day. If the Company is unable to make the daily flow information available in that timeframe, the Company will waive any penalties under Section 1605e(4)(c) for the current Day with respect to that Shipper.

§1605e(7)(b) Monthly Reporting

As soon as practicable following the close of each Month (generally on or after the fourth business day) the Company will provide the Shipper with a statement setting out the Receipts, Deliveries and imbalances for that Month.



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§1605f **Pressure**

§1605f(1) Receipt Point Pressure

The Gas delivered by the Shipper at the Receipt Point(s) shall be at pressure sufficient to enter the Company's pipeline as such pressure shall vary from time to time and from place to place, but in no case less than 500 pounds per square inch gauge (psig) unless otherwise agreed, nor will the Shipper be required to deliver Gas at a pressure higher than the maximum standard operating pressure of the Company's pipeline at the Receipt Point.

§1605f(2) Low Pressure Gas

Gas that is delivered by Shipper at the Receipt Point(s) that is below 500 psig or substantially below the standard operating pressure of the downstream pipeline, such as Gas delivered to a distribution pressure pipeline system for delivery through a high pressure transmission pipeline system, may be subject to a Pressure Differential Fee.



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§1605g Measuring Stations

§1605g(1) The Company's Obligation to Install, Maintain and Operate Measurement Facilities at the Receipt Point(s)

The Company shall maintain and operate, or cause to be operated, at the Company's expense, measurement stations at or near the Receipt Point(s). Unless otherwise determined by The Company, a Receipt Point measurement station shall consist of (a) standard measuring equipment conforming to the requirements of American Gas Association Gas Measurement Committee Reports now in effect or as amended or supplemented, (b) appurtenant facilities, (c) hydrometers, and (d) data telemetry equipment (collectively, the Facilities). Unless otherwise agreed, Shipper shall pay the Company for any acquisition, direct and overhead costs of any new or modified facilities at or software acquisition or modification required to measure or account for Gas receipts at Receipt Points required to serve Shipper, including the cost of installation, construction, modification, and interconnecting the facilities with the pipeline of Shipper or its suppliers at new Receipt Points used exclusively by Shipper, or a pro rata share of the costs if the new Receipt Point is for joint use. At the Company's request, Shipper shall advance the Company's estimated costs prior to the Company incurring costs. The Company may waive the requirement that the Shipper pay for these additional facilities or expenses if the Company determines that the additional facilities or expenses are economically feasible and do not cause an unreasonable added cost burden to be borne by existing Customers. Shipper shall have access to the Receipt Point measurement station(s) at which it tenders Gas at reasonable hours, but the Company will make or cause to be made, all calibrations, measurements and adjustments. The Company may require the Shipper to provide power and communication service to the Facilities at the Shipper's expense at the Receipt Point(s). Facilities provided under this Section 1605g(1) shall be property of the Company.



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§1605g(2) Allocation of Gas Streams at Receipt Point(s)

The Shipper's Gas may be commingled and measured in common with other Gas, including the Company's purchased Gas, at the Receipt Points. Commingled Gas shall be allocated on a fair and reasonable basis, among the various shippers and the Company, utilizing nominations, priorities and other information provided by the Shipper or Shipper's Gas Supplier.

§1605g(3) The Company's Obligation to Install, Maintain and Operate Measurement Facilities at the Delivery Point(s)

§1605g(3)(a) The Company shall maintain and operate or cause to be operated, at the Company's expense, the measurement facilities provided for at Section 601c above at or near the Delivery Point(s) except as provided in Section 1605g(3)(b) below. For End-Use Delivery Points with a potential peak demand of at least 3,000 Mcf/day, such measurement facilities will include data telemetry and/or remote metering equipment.

§1605g(3)(b) If, as a result of Shipper's request for service at a Delivery Point, it is necessary to accurately monitor the deliveries to the Shipper on a timely basis, the Company may require data telemetry, remote metering equipment, control equipment, or any combination thereof, at each Delivery Point. Unless otherwise agreed, Shipper shall reimburse the Company for the cost of any changes to any of the Company's facilities at the Delivery Point, or any of the Company's measuring, monitoring or accounting systems necessary to accommodate Shipper's service. The Company may require the Shipper to provide power and communication service to the measurement facilities at the Shipper's expense. The Company may waive the requirement that the Shipper pay for these additional facilities or expenses if the Company determines that the additional facilities or expenses are economically feasible and do not cause an unreasonable added cost burden to be borne by existing Customers. Facilities provided under this Section 1605g(3)(b) shall be the property of the Company. The Company shall not make any changes or incur any expense under this Section 1605g(3)(b) without first discussing the proposed change or expense with Shipper.



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§1605g(3)(c) In lieu of installing data telemetry and/or remote metering equipment at a Delivery Point with a potential peak demand of less than 3,000 Mcf per day, the Company may, at its sole option, manually read the Delivery Point meter each Month. If the Company chooses to manually read the Delivery Point meter rather than install remote meter reading equipment, Shipper will pay the Company a Meter Read Fee each Month, as set forth in Section 2561 (Schedule of Fees and Charges – Transportation Service), for the Company to manually read the meter outside of the Company’s normal meter reading sequence.

§1605g(3)(d) For End-Use Delivery Points with a potential peak demand of at least 3,000 Mcf/day, the Customer shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting of the measuring equipment. Records from the measuring equipment will remain the property of the Company, but upon request, the Company will permit the Customer, its duly authorized agents, or experts to inspect its records and charts.

§1605g(4) Estimated Volumes When Meters Are Inaccurate or Out of Service

In the event a meter is out of service or registering inaccurately, the volumes of Gas delivered shall be estimated:

§1605g(4)(a) by using the registration of Shipper's check meter or meters if installed and accurately registering, or in the absence of Section 1605g(4)(a),

§1605g(4)(b) by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations, or in the absence of both Sections 1605g(4)(a) and (b), then,

§1605g(4)(c) by estimating the quantity of deliveries based on deliveries during comparable periods under similar conditions when the meter was registering accurately.



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§1605g(5) Verification of Accuracy of Equipment

§1605g(5)(a) For Receipt Points and for Delivery Points with a potential peak demand of at least 3,000 Mcf/d, the Company will test the accuracy of the measuring equipment at least once a month. If either party notifies the other that it desires to test the accuracy of any measuring equipment, the parties will test promptly.

§1605g(5)(b) For Delivery Points with a potential peak demand of less than 3,000 Mcf/d, meter testing will be performed in accordance with Section 702 of the Company's Tariff.

§1605g(6) Accuracy Requirements: Correction

§1605g(6)(a) For Receipt Points and for Delivery Points with a potential peak demand of at least 3,000 Mcf/d:

If, upon test, any measuring equipment is found to be not more than one percent (1%) inaccurate, previous records of such equipment shall be considered accurate. In the event any measuring equipment is found to be inaccurate by more than one percent (1%), any previous records of the equipment will be corrected to zero error for any period known definitely or agreed upon. If a period of inaccuracy is not definitely known or agreed upon, the correction shall be made for a period of the lesser of sixteen (16) Days or one-half (1/2) of the time elapsed since the date of last test. The correction shall fully settle all claims based on the inaccuracy. Any measuring equipment found by test to be inaccurate will be adjusted at once to measure accurately.

§1605g(6)(b) For Delivery Points with a potential peak demand of less than 3,000 Mcf/d:

Accuracy requirements and corrections will be as set forth in Section 702 of the Company's Tariff.



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§1605g(7) Preservation of Records

The Company shall preserve for a period of at least six (6) Years all test data, charts, and other similar records.

§1605h **Measurements**

§1605h(1) Parameters of Measurement

The calculation of the volumes of Gas transported hereunder shall be governed by the following:

§1605h(1)(a) The unit of volume measurement shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60°F.) and at a pressure of fourteen and sixty-five hundredths (14.65) pounds per inch absolute with correction for deviation from the Ideal Gas Law according to ANSI/API 2530 or AGA Report No. 8, as applicable.

§1605h(1)(b) The average absolute atmospheric pressure shall be assumed to be fourteen and seven-tenths (14.7) pounds per square inch, irrespective of actual elevation or location of the Receipt Point or Delivery Point above sea level or variations in actual atmospheric pressure.

§1605h(1)(c) The specific gravity of Gas shall be determined by the use of a spot test method or, if the parties later agree in writing, by the use of a recording gravitometer generally accepted in the industry. If a recording gravitometer is used, the arithmetic average of the specific gravity of Gas flowing through the meters shall be used in computing Gas volumes. If a spot test method is used, the specific gravity of the Gas shall be determined at quarterly intervals, or more often if changes in specific gravity indicate that it is necessary. Any such test shall determine the specific gravity to be used in computation of volumes effective the first Day of the following Month and shall be used until changed in like manner by subsequent test.



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§1605h(1)(d) Where determined necessary by The Company, the actual temperature of Gas shall be determined by a recording thermometer so installed that it will record the temperature of the Gas flowing through the meters. The average of the recorded temperatures to the nearest one degree Fahrenheit (1°F.) obtained while Gas is being delivered shall be used in computing measurements for that Day.

§1605i **Quality**

§1605i(1) Heating Value of Gas

§1605i(1)(a) Gas shall have a Gross Heating Value of not less than nine hundred fifty (950) Btu's per cubic foot nor more than one thousand fifty (1,050) Btu's per cubic foot.

§1605i(1)(b) The Gross Heating Value of Gas shall be determined from a representative composite Gas sample taken at the point of measurement by periodic tests to be conducted monthly by the Company or at such other intervals as the parties may mutually agree. The determination shall be made by means of a calorimeter by calculation from the component analysis using NGPA Publication 2145, as it may be revised, entitled "Physical Constants of Paraffin Hydrocarbons or Other Compounds of Natural Gas."



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§1605i(2) Deleterious Matter: Specification

Gas shall be commercially free of dust, gum, gum-forming constituents, or other liquid or solid matter which may separate from the Gas in transportation, shall not exceed one hundred twenty degrees Fahrenheit (120° F.), and shall not contain:

§1605i(2)(a) more than four (4) pounds of water per million cubic feet of Gas;

§1605i(2)(b) more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas;

§1605i(2)(c) more than twenty (20) grains of sulphur per one hundred (100) cubic feet of Gas;

§1605i(2)(d) in excess of:

§1605i(2)(d)(i) three percent (3%) by volume of carbon dioxide; or

§1605i(2)(d)(ii) one percent (1%) by volume of oxygen.



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§1605i(3) Filtration of Gas

§1605i(3)(a) For all new Receipt Points established after the original effective date of this provision, the Shipper shall cause the installation, operation and maintenance of a 0.3 micron screen coalescing filter or other similar devices to extract condensate from Gas prior to its delivery to the Receipt Point.

§1605i(3)(b) If the Company determines that it is receiving condensate from a Shipper's Receipt Point that does not have the filtering facility provided for in Section 1605i(3)(a) above, the Company can require the Shipper to cause such a facility to be installed, operated and maintained as a condition of continued use of the Receipt Point.

§1605i(3)(c) The Company may require the Shipper to reimburse the Company for the costs of collection, pick up and legal disposal of any condensates which the Company had extracted from its pipelines and which the Company determines were contained in the Gas provided by the Shipper.

§1605i(4) The Company's Right to Refuse Gas

The Company shall have the right to refuse to accept delivery of any Gas failing to meet the quality requirements of this Section 1605i.

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§1605j **Billing**

§1605j(1) Billing and Payment

The Company shall bill the Shipper for all transportation charges, fees and adjustments due pursuant to this Tariff on a monthly basis. The rates are generally set out in Sections 2000 through 2500 below. The Shipper shall make payment within twenty (20) Days of the date of the bill. Payment is made when the Company receives payment. The Company may require the Shipper to make payment by wire, electronic transfer or from an escrow agent.

§1605j(2) Audit Rights

Each party shall have the right during normal business hours to examine the books, records, and charts of the other party to the extent necessary to verify the accuracy of any invoice related to this Agreement. In the event an error is discovered in the amount paid by Shipper, the error shall be adjusted within thirty (30) Days of discovery. No error will be adjusted after thirty-six (36) Months from the date of any invoice.

§1605j(3) Overdue Accounts

Without prejudice to any other remedy granted the Company by this Tariff or by operation of law, if correct amount is not paid within twenty-five (25) days of the date of the bill, interest on any unpaid amount shall be paid by Shipper at the legal rate of interest consistent with AS 45.45.010 from the date the bill became past due as set out in Section 408a(1). Payment by the Shipper of any amount, whether or not disputed, shall not constitute a waiver of the Shipper's right to contest and recover any amounts determined to have been overpaid.



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§1605j(4) Delivery Curtailment Due to Non-Payment

Without any prejudice to any other remedy granted the Company by this Tariff or by operation of law, the Company will refuse to receive and deliver any Gas on behalf of the Shipper (“curtailment of transportation service”) if and so long as the amount billed under Section 1605j(1) is thirty (30) days or more overdue or if the Shipper has not paid the interest due under Section 1605j(3). The Company will not curtail transportation services for non-payment if alternative payment arrangement satisfactory to the Company has been agreed to by both the Shipper and the Company unless the Shipper fails to fulfill the terms of the alternative payment arrangement. At least three (3) days prior to curtailment of transportation service for non-payment, the Company will provide notice to the Shipper concerning the pending curtailment either by mail, facsimile, e-mail or telephone utilizing the information for notices provided in the Transportation Service Agreement.

§1605j(5) Credit Bond or Deposit

The Company may require the Shipper to furnish a bond or deposit for each Delivery Point served under this Tariff, in the form of an irrevocable line of credit or another undertaking satisfactory to the Company, in an amount up to twice the estimated average monthly bill for that Delivery Point. The Company will release the bond or deposit for a Delivery Point if the Shipper has a record of prompt payment satisfactory to the Company for twenty-four or more consecutive months of service to that Delivery Point. However, the Company may re-impose a bond or deposit requirement if the Shipper later fails to make payment of any bill for service by its due date as set forth under Section 1605j(1). The Company shall not be obligated to pay interest on any bond required of Shipper. Interest on credit deposits will be paid in accordance with AS 42.05.365. The Company may require the Shipper to enter into an escrow contract for payment satisfactory to the Company instead of or in addition to a credit bond or deposit.



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§1605k **Warranty of Title**

The Shipper warrants title to all Gas delivered by it to the Company, and further represents and warrants that the Gas will remain free from all liens and other adverse claims while in the custody of the Company. Custody of the Shipper's Gas will pass to the Company at the Receipt Point(s) and custody will pass from the Company to the Shipper at the Delivery Point(s). Title to the Shipper's Gas will remain with the Shipper at all times. The Company shall have the right to reject any Gas the title to which is in dispute, or which is encumbered by a lien of any kind.

§1605l **Force Majeure**

§1605l(1) Effect of Force Majeure

If the Shipper or the Company is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Tariff, the affected party shall give the other party notice of the Force Majeure as soon as reasonably possible. The obligations (except the obligation to make payments when due) which the affected party cannot fulfill because of a Force Majeure and its effects shall be suspended for the duration of the Force Majeure and its effects, but no longer. The Force Majeure and its effects shall be remedied as quickly as possible. No penalties under Section 1605e(4)(c) shall apply to the party affected by a Force Majeure.

§1605l(2) Exceptions

Force Majeure shall not excuse:

§1605l(2)(a) Shipper's responsibility to reimburse the Company for the fees, costs and penalties set forth in Sections 1605e(4)(a) and (b).

§1605l(2)(b) Shipper's payment of Interruption Expense allocated to it under Section 1640c.



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§1605l(3) Definition of Force Majeure

The term "Force Majeure" shall mean: (a) acts of God; (b) governmental action, acts of the public enemy, wars, blockades, insurrections, riots, or epidemics; (c) strikes, lockouts or other industrial disturbances of third parties; (d) volcanic eruptions, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, high winds, storms, storm warnings, floods, tsunami, or washouts; (e) arrests and restraints of governments and people, or civil disturbances; (f) explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs to or alterations of machinery or lines of pipe; and (g) any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party and which by the exercise of due diligence the party is unable to prevent or overcome. "Force Majeure" shall also include: (a) in those instances where either party is required to obtain servitudes, right-of-way grants, permits or licenses to enable the party to fulfill its obligations, the inability of the party to acquire, or the delays encountered by the party, despite its best efforts, in acquiring, at reasonable cost, the servitudes, right-of-way grants, permits or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing, repairing or maintaining facilities or is required to secure permits or permission from any governmental agency to enable the party to fulfill its obligations, the inability of the party to acquire, or the delays encountered by the party, despite its best efforts, in acquiring at reasonable cost the materials and supplies, permits, or permissions.

§1605m **Company's Rules and Regulations**

Service under Section 1605 is subject to the Company's Rules and Regulations, of which this Section is a part.

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§1620 Terms and Conditions for Interruptible Transportation Service

§1620a General Terms and Conditions

Service under Section 1620 is subject to the General Terms and Conditions of Transportation Service, Section 1605, and the Company's Rules and Regulations, of which this Section is a part.

§1620b Availability

§1620b(1) Service under Section 1620 is available only for Gas transportation to Industrial Users that can withstand Gas supply interruptions, as provided in Section 1620c(1), and gas supply diversions for use by the Company, as provided in Section 1620c(2), without endangering life, health or property. Industrial Users are those businesses that are primarily engaged (at the location the Gas is used) in changing unfinished materials into a manufactured product or extracting or processing natural resources. The Service is also available for deliveries of natural Gas to underground storage fields.

§1620b(2) A Customer (which may be the Industrial User) may not use Section 1620 to transport Gas to an Industrial User at a Delivery Point where that Industrial User is receiving a higher priority service from the Company, unless the Company agrees to allow the dual service in writing. In such a case, the volumes delivered under the other service will not be applied to the volumes delivered under this service.

§1620b(3) A Customer may take service under Section 1620 provided that the Company has available capacity to render the requested service without the construction of any additional facilities, except as provided in Sections 1605g(1) and 1605g(2), or as otherwise agreed.



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§1620c **Special Provisions**

§1620c(1) Interruption

Service under Section 1620 will be fully interruptible by the Company. If service under Section 1620 is interrupted, expenses incurred by the Customer or its Customers will be the responsibility of the Customer. The Company shall use reasonable efforts to notify the Customer prior to an interruption.

§1620c(2) Use of the Customer's Gas by The Company

If the Company determines, in its sole discretion, that it does not have adequate Gas supplies from its regular suppliers (due to gas field or transmission line failure, weather conditions or other causes) to meet the needs of the Company's firm service Customers, the Company may use Gas tendered by the Customer. Gas used by the Company under this Section 1620c(2), will be redelivered to the Customer the following Month or another mutually agreeable time, by adjusting, as appropriate, the amount of Gas received or delivered.



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§1620d **Other Conditions**

§1620d(1) Interruptible Transportation Service Agreement

Customers desiring service under Section 1620 shall make written application to the Company and execute an Interruptible Transportation Service Agreement. The Agreement shall be in writing and shall include the following:

§1620d(1)(a) Customer name, billing address, telephone number and authorized signature;

§1620d(1)(b) Receipt Point(s);

§1620d(1)(c) Gas supplier(s), by Receipt Point, including contact person with telephone number;

§1620d(1)(d) Delivery Point(s);

§1620d(1)(e) Effective Date of the Agreement;

§1620d(1)(f) Termination Date of the Agreement, if any;

§1620d(1)(g) Provisions for any additional Facilities, if required; and

§1620d(1)(h) Signature of acceptance by an officer of the Company.

§1620d(2) Any addition or deletion in the number of Receipt or Delivery Points shall require either a written amendment to an existing Interruptible Transportation Service Agreement or a new Agreement.



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§1620d(3) Company's Rules and Regulations

Service under Section 1620 is subject to the Company's Rules and Regulations, of which this Section is a part.



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§1620e **Capacity Allocation**

This section addresses the allocation of system capacity among Customers utilizing, or potential Customers requesting, Interruptible Transportation Service (“IT Service”) under this Section 1620.

§1620e(1) Firm Service Priority

§1620e(1)(a) Customers receiving or requesting Gas Sales Service or Firm Transportation Service have priority over Customers receiving or requesting IT Service.

§1620e(1)(b) The Company may interrupt or suspend service to a Customer receiving IT Service in order to provide for the increased Gas Sales Service demand or Firm Transportation Service demand of an existing or new Customer.

§1620e(2) Interruptible Capacity

The capacity available to provide IT Service to Customers (“Interruptible Capacity”) is the total amount of system capacity less capacity used by Gas Sales Service Customers and Firm Transportation Service Customers and less any operational constraints. Different portions of the Company’s system may have different amounts of Interruptible Capacity, and Interruptible Capacity over certain portions of the system may fluctuate based upon operational conditions.



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§1620e(3) Allocation of Interruptible Capacity

In situations where the requests for IT Service exceed the Interruptible Capacity of the system, or a portion of the system, the Company will allocate the Interruptible Capacity as follows:

§1620e(3)(a) The Company will give first priority to IT Service Customers who have contributed capital to a system expansion as provided for in Section 1620e(4) below. Such Interruptible Capacity priority allocated on this basis shall be limited to the amount of additional flow rate created by the capacity expansion and to the time period necessary to return the capital investment.

§1620e(3)(b) The Company will give second priority to loads that will allow it to maximize the amount of gas moved through the system. The amount of Interruptible Capacity allocated on this basis shall be limited to that portion of the IT Service Customer's total requested load which enables the Company to increase the total throughput for the relevant portion of the Company's system (i.e., the incremental additional Interruptible Capacity made available by accepting this load).

§1620e(3)(c) If Interruptible Capacity remains after satisfying the priorities provided for in Sections 1620e(3)(a) through (b) above, the Company will allocate remaining Interruptible Capacity on a prorated basis derived from the number of Customers requesting service (i.e. up to 50/50 if two Customers request such remaining capacity, 33/33/33 if three Customers request such remaining capacity).

§1620e(4) Capacity Expansions

If the Company receives requests for service under this Section 1620 in excess of the available Interruptible Capacity, it will determine if it is economically feasible to expand the capacity of the system to accommodate the additional service requests.

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§1620f **Charges and Fees**

§1620f(1) Transportation Charges

For each Delivery Point, the transportation charge for a given month shall be the applicable Monthly Base Rate per Mcf multiplied by the volume of Gas delivered to that Delivery Point for the month as listed on the appropriate rate schedule. The rate schedules for IT Service are located in Section 2200.

§1620f(2) Reimbursement for Fees and Taxes

In addition to the transportation charges provided for in Section 1620f(1) above, the Shipper will reimburse the Company for all user fees, taxes, (except income and ad valorem taxes), and the like, levied upon the transportation of the Gas.

§1620f(3) Rate Adjustments

The transportation charges are subject to adjustments as approved from time to time by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge set forth in the Section 2401.

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§1640 Terms and Conditions for Firm Transportation Service

§1640a General Terms and Conditions

Service under Section 1640 is subject to the General Terms and Conditions of Transportation Service, Section 1605, and the Company's Rules and Regulations, of which this Section is a part.

§1640b Availability

§1640b(1) Service under Section 1640 is available only for following types of Firm Transportation Service Customers:

§1640b(1)(a) Power Plants except that service to the Chugach Electric Association Beluga Power Plant as set out in the Transportation Agreement effective December 15, 2013 listed at Section 1900.

§1640b(1)(b) Commercial Service End Users receiving service under Schedules G1, G2, G3 or G4 (General Service, Sections 2001 through 2004)

§1640b(1)(c) End Users receiving service under Schedule VLFT (Very Large Firm Transportation Service, Section 2150)

§1640b(1)(d) End Users receiving service under Schedule MSFT (Mid-Sized Firm Transportation Service, Section 2145)

§1640b(2) An End User may be supplied service under Section 1640 provided that the Shipper has demonstrated and can continue to demonstrate to the Company's satisfaction that the Shipper has contracted for non-interruptible Gas supplies and Upstream pipeline capacity (if applicable) which satisfy the load profile, including the average daily and peak demand requirements, of the End User, unless otherwise agreed.



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§1640b(3) An End User may take service under Section 1640 provided that the Company has available capacity to render the requested service without the construction of any additional facilities, except as provided in Sections 600, 1605g(1) and (3), or as otherwise agreed.

§1640c **Interruption Cost Sharing**

A Shipper taking service under this Section is subject to the provisions of Section 1205 (Interruption Cost Sharing).

§1640d **Charges and Fees**

§1640d(1) Transportation Charges

For each Delivery Point, the transportation charge for a given month shall be the sum of the applicable Monthly Base Rate per Mcf multiplied by the volume of Gas delivered to that Delivery Point for the month plus the applicable Monthly Customer Charge and Demand Charge if any, as listed on the appropriate rate schedule. The rate schedules for firm service are located at Sections 2002 through 2101.

§1640d(2) Reimbursement for Fees and Taxes

In addition to the transportation charges provided for in Section 1640d(1) above, the Shipper will reimburse the Company for all user fees, taxes, (except income and ad valorem taxes), and the like, levied upon the transportation of the Gas.

§1640d(3) Rate Adjustments

The transportation charges are subject to adjustments as approved from time to time by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge set forth in the Section 2401.

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§1640e **Other Conditions**

§1640e(1) Firm Transportation Service Agreement

Customers desiring service under Section 1640 shall make written application to the Company and execute a Firm Transportation Service Agreement. The Agreement shall be in writing and shall include the following:

§1640e(1)(a) Customer name, billing address, telephone number and authorized signature;

§1640e(1)(b) Receipt Point(s);

§1640e(1)(c) Gas supplier(s), by Receipt Point, including contact person with telephone number;

§1640e(1)(d) Delivery Point(s);

§1640e(1)(e) Effective Date of the Agreement;

§1640e(1)(f) Termination Date of the Agreement, if any;

§1640e(1)(g) Provisions for any additional Facilities, if required;

§1640e(1)(h) Contracted demand per Day (in Mcf's per Day), if applicable;

§1640e(1)(i) Signature of acceptance by an appropriate official of the Company.



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§1640e(2) Any addition or deletion in the number of Receipt or Delivery Points shall require either a written amendment to an existing Firm Transportation Service Agreement or a new Agreement.

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REGULATORY COMMISSION OF ALASKA



ENSTAR Natural Gas Company, LLC

Reserved for Future Use

Pursuant to Order Nos. U-22-032(8) and U-22-032(8E) Effective: September 27, 2023

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