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ENSTAR Natural Gas Company, LLC

TARIFF

ENSTAR NATURAL GAS COMPANY, LLC

5151 Fairbanks Street, Anchorage, AK 99503-7443
P.O. Box 190288
Anchorage, Alaska 99519-0288

C

RULES AND REGULATIONS

RATE SCHEDULES

Governing the sale and/or transportation of natural gas by this Utility within the Certificate of Public Convenience and Necessity No. 4 service area including the communities of Anchorage, Anchor Point, Big Lake, Bird Creek, Butte, Chugiak, Eagle River, Eklutna, Girdwood, Homer, Houston, Indian, Kachemak City, Kasilof, Kenai, Knik, Nikiski, Nikolaevsk, Ninilchik, Palmer, Peters Creek, Portage, Sterling, Soldotna, Wasilla, and Whittier.

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Rules and Regulations

Section 100 – Territory

§101 **Applicability**

These rules and regulations shall be applicable to all Customers within the area covered by Certificate of Public Convenience and Necessity No. 4 from the Regulatory Commission of Alaska. Maps of the service area of Certificate No. 4 are located on Sheets 12, 13, 14, 15, 16, and 17.

§102 **Office Locations**

A copy of this tariff is on file for inspection upon request by any member of the general public during regular business hours.

Regular business hours (Monday through Friday, excluding Company holidays):

Customer Lobbies	9 AM to 4 PM ACT
Phone Center and Other Services	8 AM to 5 PM ACT

In an event of an emergency, Customers may call the number for any local office 24 hours a day, 7 days a week. Offices, all with 24 hour payment kiosks, are located at:

Anchorage:	5151 Fairbanks Street, Anchorage, Alaska	907-277-5551	C
Mat-Su:	3351 Palmer/Wasilla Highway, Wasilla, Alaska	907-376-7979	
Kenai Peninsula:			
	36255 Kenai Spur Highway, Soldotna, Alaska	907-262-9334	
	To call from the Homer area	907-435-0635	
Toll Free:		1-877-907-9767	

To report a potential gas leak at any time (day or night), please call any of the numbers above or (Toll Free) 1-844-SMELL GAS (1-844-763-5542).

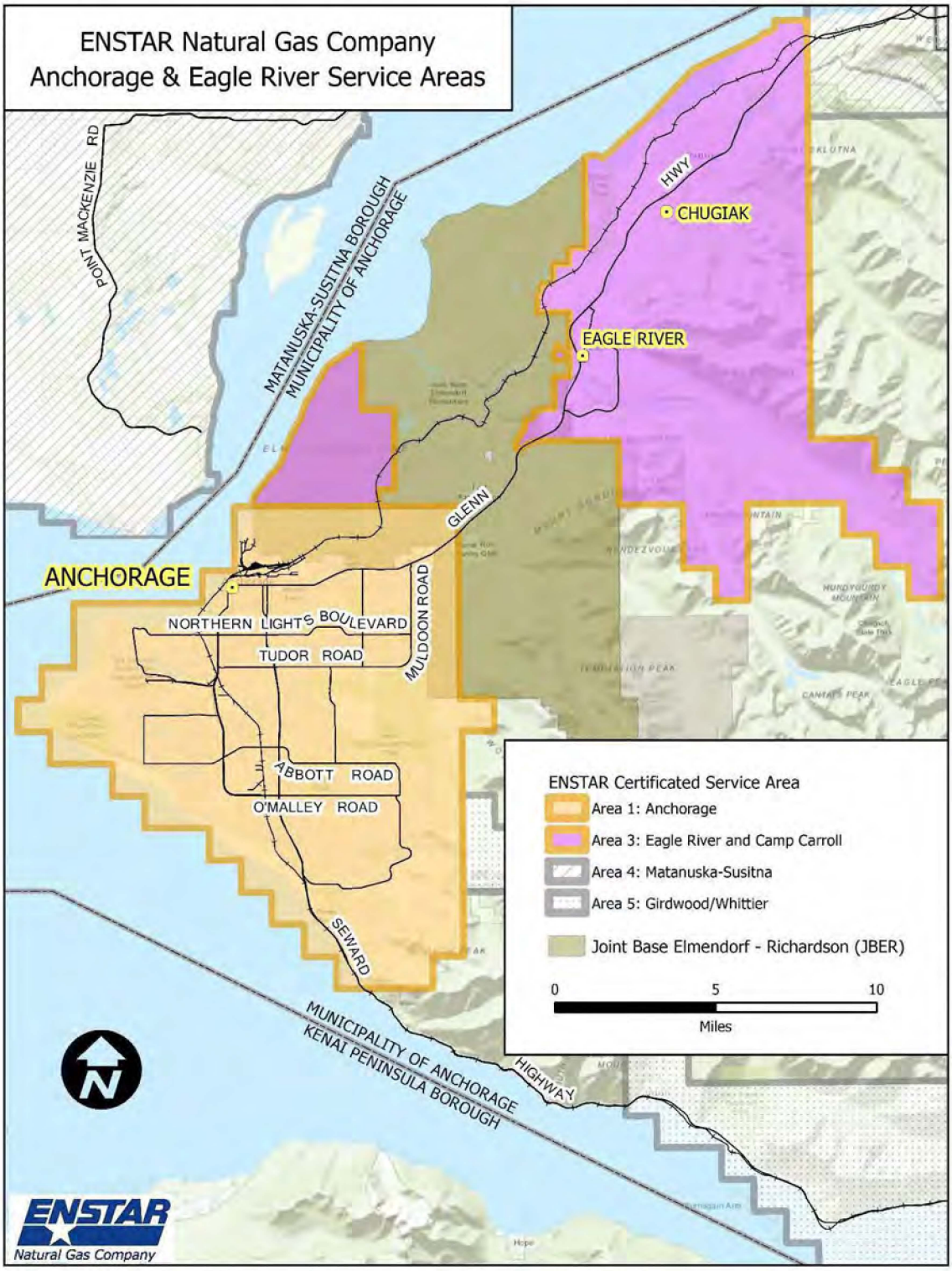
To request a free line locate, please call 811 (Alaska Digline) two business days prior to digging.

A complete copy of this tariff can also be found on the Company's website at: www.enstarnaturalgas.com

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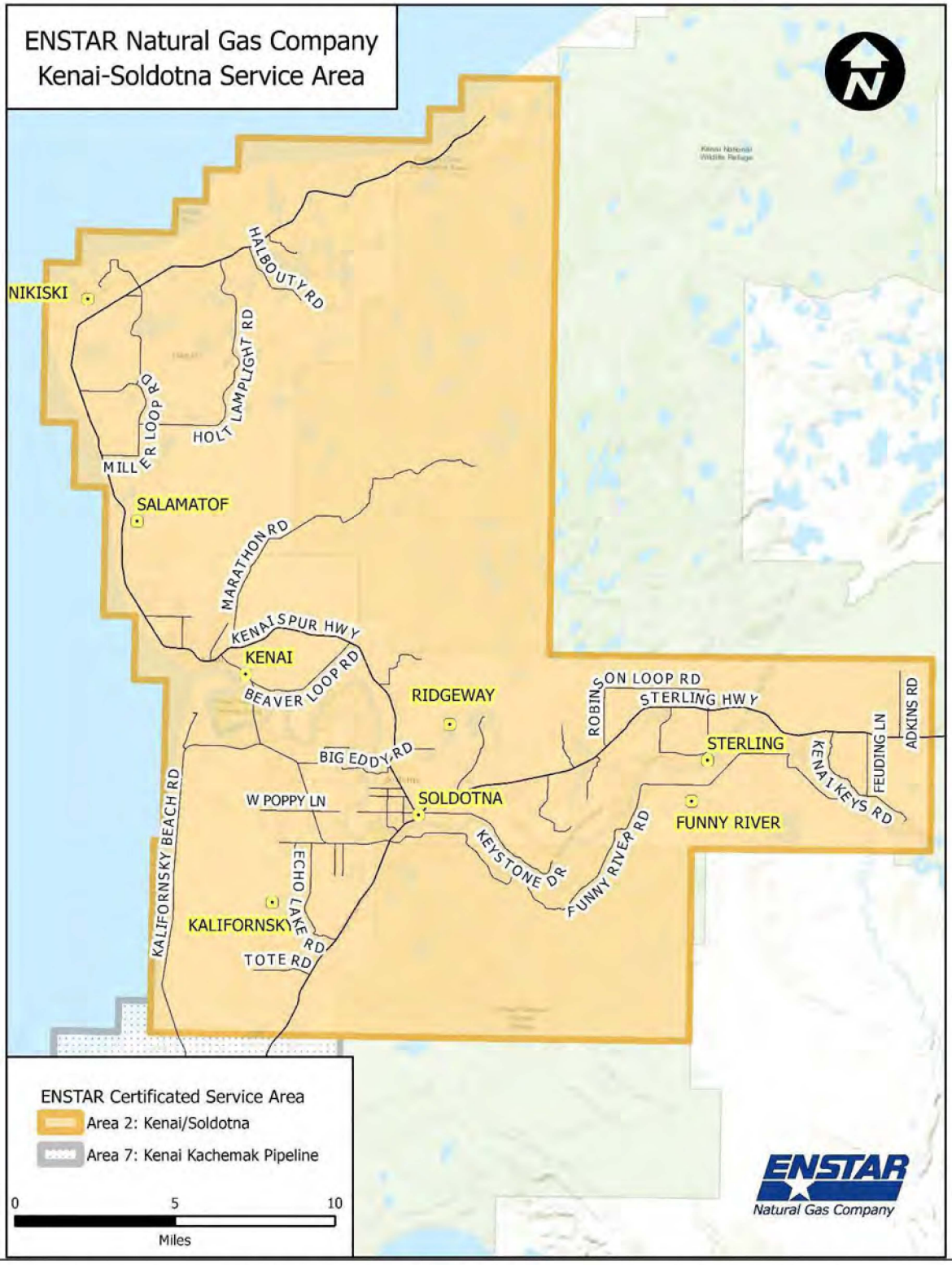
§103 **Anchorage – Eagle River Service Area Map**



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§104 **Kenai - Soldotna Service Area Map**



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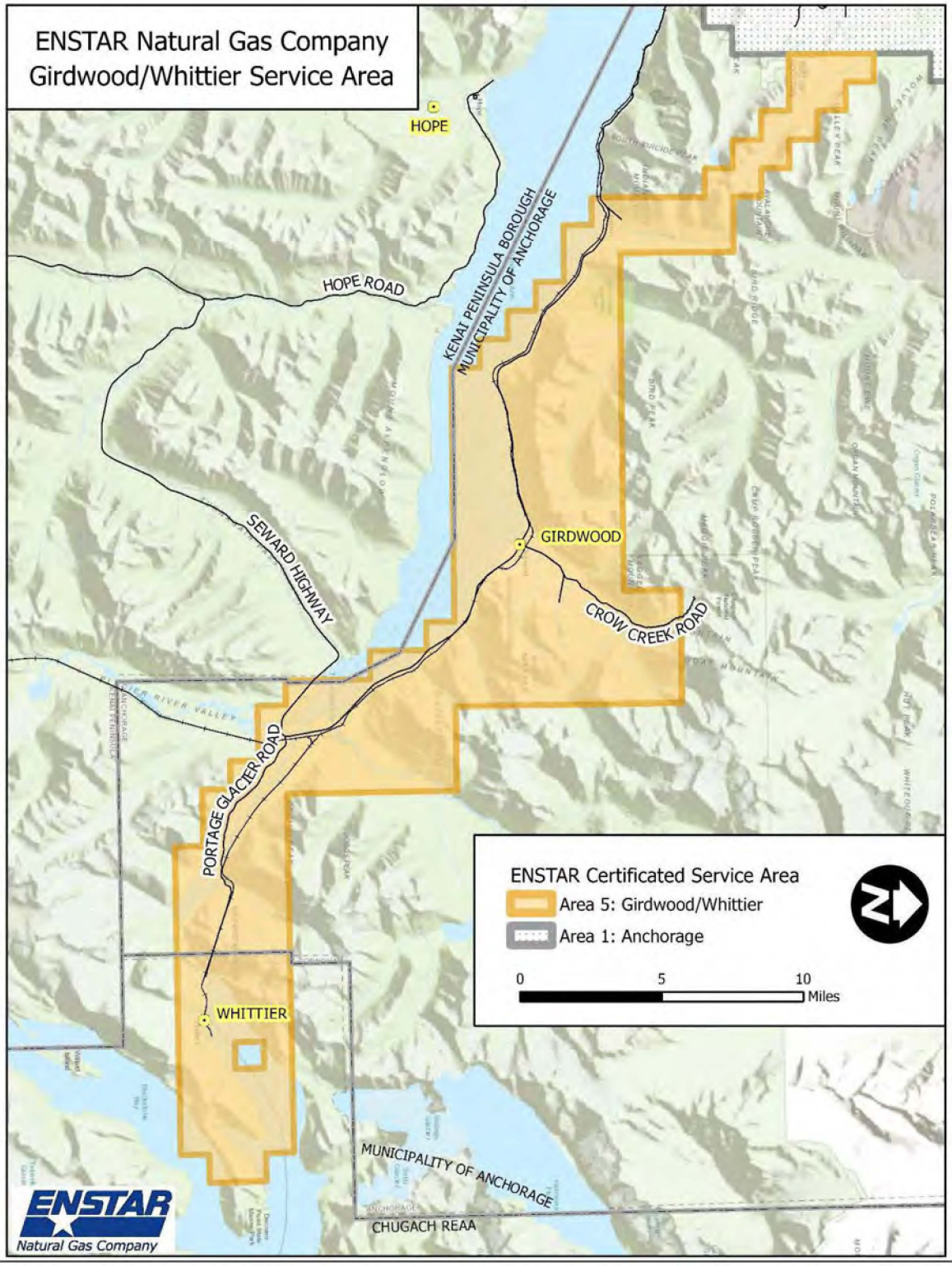
§105 **Matanuska - Susitna Service Area**



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§106 **Girdwood/Whittier Service Area**



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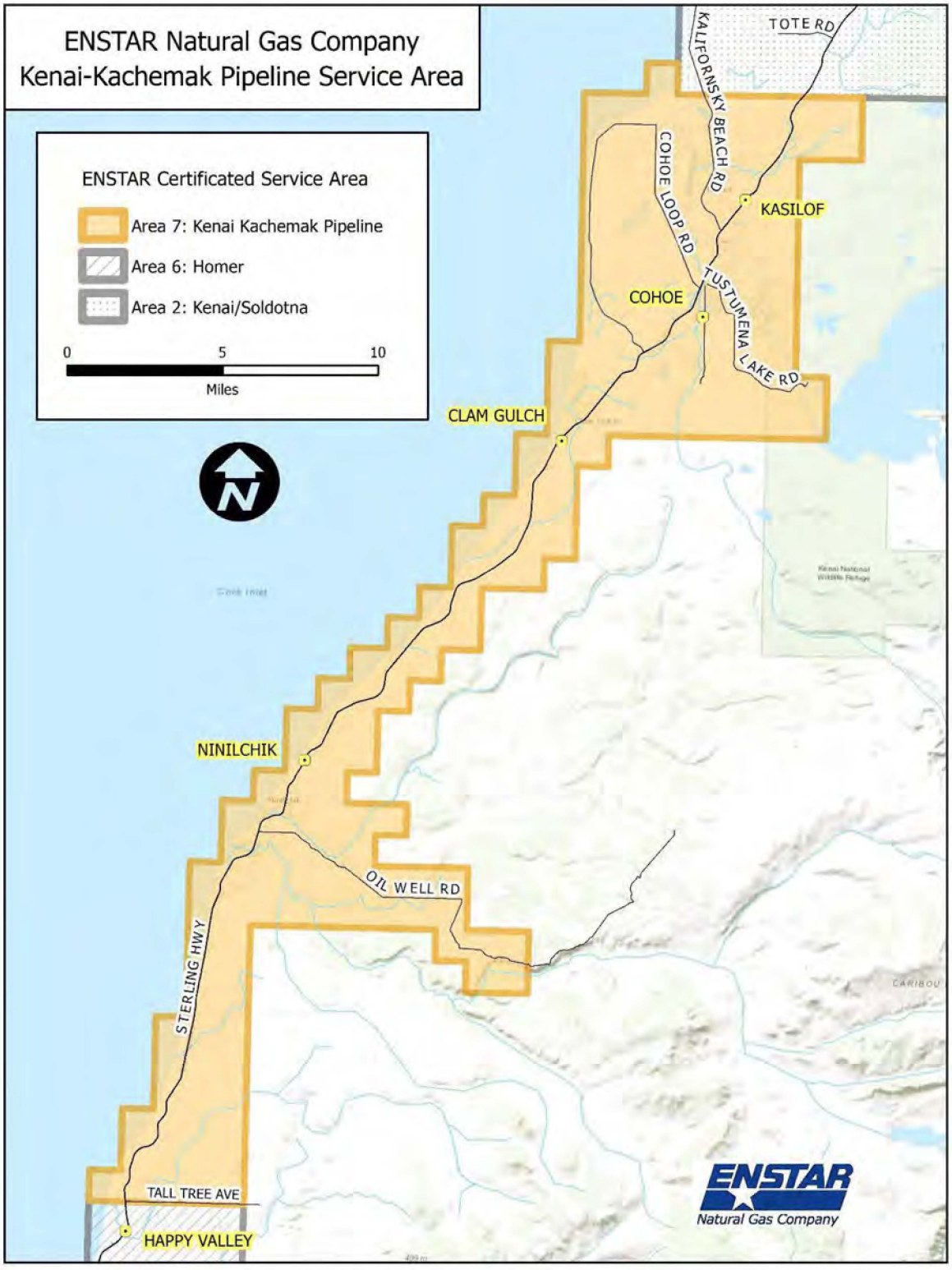
§107 **Homer Service Area**



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§108 **Kenai Kachemak Pipeline Service Area**



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Section 200 – Definitions

The definitions set forth below apply throughout these rules and regulations.

§201 **Advance in Aid of Construction or Advance**
A cash advance paid by a new Customer or a Participant in a Main Extension (actual or proposed) for whose benefit new plant or facilities must be constructed.

§202 **Agreement for Service**
The written agreement or contract between Company and Customer pursuant to which service is supplied and received.

§203 **Alaska Clock Time or ACT**
The term "Alaska Clock Time" or "ACT" means Alaska Daylight time when Daylight Savings Time is in effect and Alaska Standard Time when Daylight Savings Time is not in effect.

§204 **British Thermal Unit (BTU)**
The amount of heat required to raise the temperature of one (1) pound of water from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit at a pressure of 14.65 pounds per square inch absolute. One therm is 100,000 BTU.

§205 **Reserved for Future Use**

§206 **Reserved for Future Use**

§207 **Reserved for Future Use**

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§208 **Ccf**
One hundred (100) cubic feet.

§209 **Commercial Use; Commercial Service**
The term "Commercial Use" means the use of natural gas primarily for non-Residential Use and encompasses uses by a Customer engaged in providing services, wholesale or retail trade, or in some form of economic or social activity. Examples include natural gas uses for or in support of offices, stores, restaurants, transportation, communications, clubs, hotels, schools, hospitals, churches, group homes and dormitories. It also includes the use of natural gas for industrial purposes in a process which creates or changes raw or unfinished materials into another form or product including mining, manufacturing and processing. Commercial Service is the provision of natural gas service for Commercial Use by the Company. A centrally-metered structure, containing one or more Dwelling Units in addition to the Commercial Use, shall be considered Commercial Service if majority of the gas used is for non-Residential Use.

§210 **Commission or RCA**
The Regulatory Commission of Alaska or its successors.

§211 **Company or Utility**
The ENSTAR Natural Gas Company, LLC, its successors and assigns.

§212 **Company Use Gas**
The term "Company Use Gas" shall mean all Gas lost, otherwise unaccounted for, and consumed for the Company's use, as determined each Month by the Company.

§213 **Reserved for Future Use**

§214 **Reserved for Future Use**

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§215 **Contribution in Aid of Construction**
Funds paid or services provided by the Customer for making additions or modifications to facilities used in the provision of gas service which become property of the Company. Generally non-refundable.

§216 **Customer**
Any individual, partnership, association, public or private corporation, or governmental agency being served with or applying for gas service at a specific location on the Company's system.

§217 **Customer's Installation**
In general, all pipes, utilization equipment and apparatus of any kind or nature on Customer's side of the Point of Delivery (from the outlet connection of the regulating and metering equipment) for receiving gas from the Company and for applying or utilizing gas.

§218 **Day**
The term "Day" shall mean a period of twenty-four (24) consecutive hours beginning midnight ACT and ending at 11:59:59 PM ACT.

§219 **Reserved for Future Use**

§220 **Reserved for Future Use**

§221 **Reserved for Future Use**

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§222 **Delivery Point(s)**
The term "Delivery Point(s)" shall mean the locations at which the Company delivers Gas to the Customer or on behalf of the Customer. The Delivery Points are described in Customer's Service Agreement, if the class of service requires a Service Agreement and may be amended from time to time as agreed by the Customer and the Company for additions or deletions of Delivery Points. Also referred to as Point of Delivery.

§223 **Deposit**
Funds paid to the Company by a Customer and held by the Company for a certain time and later returned to the Customer if all the requirements for refund are met.

§224 **Displacement**
The term "Displacement" shall mean the method by which equivalent volumes of Gas are delivered from one point on a pipeline to another, without the physical movement of gas from the first point to the second.

§225 **Dwelling Unit**
One or more rooms designed for or occupied by one family for living or sleeping purposes and containing a kitchen and bathroom facilities for use solely by one family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit.

§226 **Reserved for Future Use**

§227 **Reserved for Future Use**

§228 **Reserved for Future Use**

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§229 **Electronic Billing Notification Service**
The term "Electronic Billing Notification Service" is defined in §705c(1)(a).

§230 **End User**
The term "End User" shall mean any entity which is the ultimate user or consumer of the Gas sold or transported under this Tariff.

§231 **Firm Transportation Service; FT Service**
The terms "Firm Transportation Service" and "FT Service" shall mean Transportation Service that is not subject to prior claim by another customer or class of service. Firm Service takes priority over interruptible service.

§232 **Gas**
The term "Gas" shall mean natural gas of the quality described in Sections 301, 302 and 1605i.

§233 **Gas Distribution Main or Main**
A gas distribution line that is designed to serve as a common source of supply for more than one Service Line. Generally two inches or greater in diameter. Mains are normally located in an alley, lane, road, street, right-of-way or utility easement (if necessary).

§234 **Gas Sales, Gas Sales Service**
The sale of Gas from the Company's System Supply to End Users. Includes Transportation of the Gas to the End User.

§235 **Reserved for Future Use**

§236 **Reserved for Future Use**

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§237 **Gross Heating Value**
The term "Gross Heating Value" shall mean the total caloric value, expressed in Btu's, obtained by the complete combustion, at constant pressure, of one Standard Cubic Foot of Gas, with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state.

§238 **Heat Content**
The number of British Thermal Units produced by the combustion, at constant pressure, of one (1) cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit and pressure of 14.65 pounds per square inch absolute with air at the same temperature and pressure.

§239 **Interruptible Transportation Service; IT Service**
The terms "Interruptible Transportation Service" and "IT Service" shall mean Transportation Service which is subject to interruption. Such service by the Company is detailed in Section 1620.

§240 **Mcf**
One thousand (1,000) cubic feet.

§241 **Mcf/d**
The term "Mcf/d" shall mean Mcf per day.

§242 **Reserved for Future Use**

§243 **Reserved for Future Use**

§244 **Reserved for Future Use**

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§245 **Month**
The term "Month" shall mean a period beginning at midnight ACT on the first Day of a calendar month and ending at 11:59:59 PM ACT on the last Day of the calendar month.

§246 **Participant**
Any individual, partnership, company, association, public or private corporation, or government agency participating in or applying to participate in a Main Extension or proposed Main Extension. Generally the property owner of an individual piece of real estate (e.g. a lot or a tract of land).

§247 **Point of Delivery**
The point of connection between the outlet connection of Company's meter and Customer's piping, unless otherwise specified in the Agreement for Service.

§248 **Receipt Point(s)**
The term "Receipt Point(s)" shall mean the locations at which the Customer will tender Gas for transport. The Receipt Point(s) shall be described in the Customer's Transportation Service Agreement and may be amended from time to time as agreed by the Customer and the Company for additions or deletions of Receipt Points.

§249 **Reserved for Future Use**

§250 **Reserved for Future Use**

§251 **Reserved for Future Use**

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§252 **Residential Use; Residential Service**
The term "Residential Use" means the use of natural gas service primarily for space heating, air conditioning, water heating, clothes drying, or cooking in a Dwelling Unit such as a home, an apartment, or a condominium. Residential Service is the provision of natural gas service for Residential Use by the Company.

§253 **Service Connection**
Company's pipes and equipment (including regulator and meter) for delivering gas to the Customer from Company's gas distribution system. Service Connection terminates at Point of Delivery.

§254 **Service Line**
A pipe used to carry natural gas from the Gas Distribution Main located adjacent to a Customer's property to the meter at the Point of Delivery. A Service Line is part of the Service Connection.

§255 **Shipper**
The term "Shipper" shall mean any person, corporation, partnership or any other party requesting or receiving Transportation service from the Company. The Shipper may be an End User or a party supplying Gas to an End User. The Shipper may also be referred to as the "Customer".

§256 **Standard Cubic Foot**
The amount of Gas that would occupy a volume of one cubit foot at a temperature of sixty degrees Fahrenheit (60° F.) and at a pressure of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute.

§257 **Reserved for Future Use**

§258 **Reserved for Future Use**

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§259 **System Supply**
Gas that is purchased by the Company for the purpose of resale to End Users. The components and cost of System Supply gas is set forth in the Company's Determination of Gas Cost Adjustment at Section 2301, which is calculated pursuant to Section 708, and the other Adjustments to Gas Sales Rate Schedules in Section 2300.

§260 **Transportation; Transportation Service**
The term "Transportation" shall mean the movement of gas from the Receipt Points(s) to the Delivery Points(s) and may include delivery of gas by Displacement. Transportation Service is the provision of Transportation by the Company.

§261 **Transportation Service Agreement**
The term "Transportation Service Agreement" shall mean a written agreement between the Shipper and the Company which details Shipper information such as address, contacts, Receipt Points, Delivery Points and other information as required by the specific Transportation Service sections of these terms and conditions. These agreements shall be available for inspection, upon written request, in the Company's regulatory department office.

§262 **Upstream Capacity**
The term "Upstream Capacity" shall mean the secured availability and rights to transport Gas on a pipeline, gathering system or local distribution company necessary for transporting Gas to the Receipt Point(s).

§263 **Year**
The term "Year" shall mean a period of twelve (12) consecutive Months beginning at midnight ACT on January 1 and ending at 11:59:59 PM ACT on December 31.

§264 **Reserved for Future Use**

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Section 300 – Character of Service

§301 **Type of Gas**

All gas supplied by the Company is natural, as described in paragraphs 302, 303 and 304 below. In case of emergency or for economy of operation, manufactured gas, or a mixture of natural and manufactured gas, may be supplied.

§302 **Heating Value**

Company's rates are based on the supplying of natural gas having a heating value of approximately 1000 British Thermal Units per cubic foot when such gas is at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.65 pounds per square inch absolute (psia).

The heating value of the gas will be maintained with as little deviation as practicable, and such monthly average heating value shall never exceed or fall below the 1000 BTU by more than five (5) percent of this specified standard.

The monthly average BTU content and specific gravity will be reported within fifteen (15) days from the end of each month to the Regulatory Commission of Alaska.

Note: By exchange of correspondence with the Regulatory Commission of Alaska, it has been established that in lieu of the foregoing, the BTU content and the specific gravity of natural gas delivered by the Company shall be determined through testing by a recognized independent laboratory annually, or more often at the request of the Regulatory Commission of Alaska.

The Company reserves the right to designate a higher or lower monthly average heating value by notifying the Regulatory Commission of Alaska of such change at least sixty (60) days before the change is made. Thereafter, the standard shall be the monthly average until the same is modified in a similar manner.

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§303 **Pressure**

For general purposes, the average pressure normally maintained at the meter on the Customer's service is six (6) inches of water column (w.c.) and gas will be supplied at not less than five and one quarter (5.25) inches nor at not more than eight (8) inches of w.c. pressure. The direct reading will be the basis of billing for gas used when pressures are in the above range; i.e., five and one quarter (5.25) inches to eight (8) inches w.c. pressure.

Gas for Commercial Uses may be supplied at higher pressure at the option of the Company. Where gas is metered at pressures higher than six (6) inches w.c., the metered number of cubic feet will be corrected to the volume at a pressure of 14.65 pounds per square inch absolute (psia) and a temperature of sixty degrees (60°) Fahrenheit before applying the applicable rate.

§304 **Odorizing**

If the natural odor of the gas does not make it easily detectable the Company will add a standard odorant so that the gas will possess a distinctive odor to the extent that its presence in the atmosphere is readily detectable at concentrations well below that required to produce an explosive mixture.

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Section 400 - Customer - Company Relations Regarding Service

§401 **Customer's Request for Service**

The Company requires each prospective Customer to make application for an account for the service desired, and to establish credit as provided in Section 403 below.

The application is only a request for service and does not bind the Company to serve except under reasonable conditions, nor does it bind the Customer to take service for a longer period than the minimum requirements for the rate schedule under which the Customer would be served.

The Company is not obligated to provide service to an applicant who has an outstanding amount past due to the Company for service or fees covered by these rules and regulations until such applicant re-establishes credit in accordance with Section 403, and satisfies the debt or makes payment arrangements that are satisfactory to the Company. This provision applies to Customers and former Customers who apply for service directly or through some agency or other relationship. As provided in Section 408c below, the Company also has the right to refuse to provide service if it deems it necessary to protect itself against abuse or fraud.

§401a **Application for Service**

Application for service may be made at any business office of the Company, by mail, by electronic transmission, in person or in the case of individuals applying for Residential Service, by telephone. The Company may require information it deems necessary for applicant identification, service, billing, and credit establishment purposes including:

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§*401a(1)* Individuals Applying for Residential Service

§*401a(1)(a)* Applicant's name, billing address, home phone number, occupation and employer

§*401a(1)(b)* Name of applicant's spouse, spouse's occupation and employer

§*401a(1)(c)* Name, address and phone number of applicant's nearest relative not living with applicant

§*401a(1)(d)* Mortgage holder or if applicant is tenant of the premises the name, address and telephone number of the owner, property manager, or owner's agent

§*401a(1)(e)* Service location, whether it had previously been provided with service, purpose for which the service is to be used, anticipated load requirements, and date when applicant will be ready to receive service

§401a(2) All Other Applicants

§*401a(2)(a)* Applicant's name, billing address, phone number, principal activity, type of organization

§*401a(2)(b)* Name of owner, significant officers or partners, their residence address, and previous employers

§401a(2)(c) Bank and credit references

§*401a(2)(d)* Financial information including bankruptcy history

§*401a(2)(e)* Service location, whether it had previously been provided with service, purpose for which the service is to be used, anticipated load requirements, and date when applicant will be ready to receive service

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§401a(2)(f) If applicant is tenant of the premises, the name, address and telephone number of the owner, property manager, or owner's agent

§401a(2)(g) Signature of owner, significant officers or partners, or authorized agent.

§401a(2)(h) The Company may require a personal guarantee of the owner, partners and/or Significant officer(s) as a condition of providing service, and therefore credit.

§401a(3) The Company is not obligated to provide service to an applicant who falsifies applicant information.

§401a(4) By making application, the applicant agrees to become responsible for all billings for services to the service location, including costs and actual attorney fees incurred by the Company for collection of any amounts that become delinquent.

§401a(5) Applicants or existing Customers may enter into a written agreement for joint account(s) with the Company, which allows more than one party to be responsible for service to an account and which permits the Company to collect the full amount owed it from any one of the parties.

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§401b **Application for Service Line**

If a Customer applies for service at a location that did not previously have gas service, the Company will also require the applicant to complete a Service Line or Service Connection application. Fees for and rules concerning Service Lines and Service Connections are contained in Sections 601 and 603 below. Such service may also require an extension of the Company's Gas Distribution Mains. Fees for and rules concerning extension of Gas Distribution Mains are contained in Section 602 below. Application for a Service Line or Service Connection may be made at any business office of the Company, by mail or in person.

The Company will require owner, significant officers or partners, or authorized agent of the service location to sign the application for the Service Line or connection.

The Company may require the information it deems necessary to provide a Service Line or Service Connection including:

§*401b(1)* Location of the premise to be served

§*401b(2)* Estimate of anticipated gas

§*401b(3)* Billing address

§*401b(4)* Rate schedule desired

§*401b(5)* Such other information as the Company may reasonably require.

The application is only a request for service and does not bind the Company to provide the Service Connection except under reasonable conditions. The Company is not obligated to provide service if the Company is unable to install the Service Connection because of frozen ground.

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§402 **Contract for Service**

The Company may require a contract for service that is signed by the Customer, or the Customer's agent, when application is made for service. Any contract differing from filed tariff rates (a "special contract") will be subject to the prior approval of the Regulatory Commission of Alaska as provided for by the Alaska Administrative Code at 3 AAC 48.390. A schedule of special contracts currently in effect is located at Section 1900 below.

No other contract is required for service except:

§402a Where a contract for service is a requirement of the rate schedule for the service applied for, or

§402b A Gas Distribution Main extension is required for service, or

§402c A temporary Service Line or connection is requested

Additionally, the Company may offer landlords and property managers a "Landlord Tenant Agreement" where responsibility for the gas service reverts to the landlord or property manager when 1) the tenant refuses to satisfy a delinquency after proper notification, or 2) when a tenant vacates a property and a new tenant has not applied for service.

Each contract for gas service will contain a provision stating that the contract is subject to such changes or modifications by the Regulatory Commission of Alaska as it may direct in the exercise of its jurisdiction.

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§403 **Credit Establishment and Re-establishment**

Each applicant for service will be required to establish or re-establish credit for each location to be served to the satisfaction of the Company before service will be rendered.

§403a **Establishment of Credit**

The applicant's credit will be deemed established:

§*403a(1)* If the applicant pays a Deposit in cash to secure the future payment of any bills for service to be furnished by the Company as provided in Section 403c below, or

§*403a(2)* If the applicant furnishes a bond or another security arrangement satisfactory to the Company, or

§*403a(3)* If, at the sole option of the Company, the applicant executes a meter Deposit waiver agreement that contains a personal guarantee of liability and it is accepted by an authorized employee or agent of the Company, or

§*403a(4)* If the applicant has a record of prompt payment of bills for the same class of service requested with the Company for at least twenty-four (24) months and applicant is not currently in bankruptcy or receivership. Such previous gas service must have occurred within four (4) years from the date of the new application of service. For applicants requesting Residential Service, the Company may accept the applicant's payment history from another utility if the applicant does not have a sufficient service history with the Company. An applicant's Payment is considered prompt when:

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§*403a(4)(a)* Payment has not been delinquent (as provided for in Section 408a(1) below) more than once in any consecutive twelve (12) month period, or there is no more than one (1) returned check within the last twelve (12) months; and

§*403a(4)(b)* There are no delinquencies within the last six (6) months; and

§*403a(4)(c)* The applicant has no delinquent accounts for the same class of service with the Company at the time of application.

§403a(5) Additionally, if the applicant is applying for Residential Service and does not have a sufficient payment history with the Company or another utility, the Company will consider credit established if the applicant is the record owner of the real property to be served by the Company (provided the real property is of sufficient value), the applicant is not in bankruptcy or receivership, and the applicant agrees to pay all future bills for service to the location.

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§403b **Re-establishment of Credit**

A Customer who fails to pay a bill for gas service after a second notice of discontinuance of service for non-payment (as provided in 408a(3) below), has more than one (1) delinquency in a twelve (12) month period or has had service discontinued for non-payment of service may be required to pay any outstanding bills and make a cash Deposit, or increase the amount of the Customer's existing cash Deposit, in order to re-establish credit, subject to the provisions of Section 403c below.

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§403c **Amount of Deposit**
The amount of the Deposit required to establish the credit of an applicant, or re-establish the credit for an existing Customer shall not exceed twice the estimated average monthly bill for the premises for which service is requested or being provided.

The Company may require payment of any requisite Deposit, or increase in Deposit, prior to providing service or the Company may at its sole option, bill for the Deposit on the first gas service billing to the Customer.

§403d **Interest on Deposits**

§*403d(1)* Deposits of $100 or Less Prior to August 1, 2011

§403d(1)(a) Residential Service Deposits
Residential Deposits made prior to August 1, 2011, will bear interest at five percent (5%) per annum until August 1, 2011. Interest on deposits will be accrued and paid at the time of the deposit refund subject to the following conditions:

§403d(1)(a)(i) The Customer's record shows consistently prompt payment during the twelve (12) months preceding the date the Deposit is due to be returned,

§403d(1)(a)(ii) The Deposit will bear no interest for the first twelve (12) month period it is held by the Company,

§403d(1)(a)(iii) The Deposit refund is made according to the Company's routine refund scheduling at the Company's convenience (i.e. that it does not require special handling),

§403d(1)(a)(iv) The Customer's account is still active at the time the Deposit is refunded and service has not been discontinued.

§403d(1)(b) Commercial Deposits made prior to August 1, 2011, will not bear interest.

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§*403d(2)* Deposits of $100 or Greater Prior to August 1, 2011

Beginning August 26, 1986, all Deposits held under this section over one hundred dollars ($100) shall bear the legal rate of interest in effect at the time the Deposit is made. The legal rate of interest shall be defined at AS 45.45.010. However, if the Deposit is placed in an interest bearing account, the Company shall pay the interest rate of that account. If delinquent payments result in interruption of service, the Company is not required to accrue or pay interest for twelve (12) months from the date service is discontinued.

§*403d(3)* Deposits on or After August 1, 2011

Beginning August 1, 2011, all Deposits held under this section shall be placed in an interest-bearing account and will earn interest at the rate earned by the interest-bearing account, as provided in AS 42.05.365. If delinquent payments result in interruption of service, the Company is not required to accrue or pay interest for twelve (12) months from the date service is discontinued.

§403d(4) Interest will be paid at the time the Deposit is refunded as set forth in Section 403e below. In no case will interest be accrued on refunded or unclaimed Deposits after the Company has applied the Deposit to the Customer's account, after a check has been issued to the Depositor, or after unclaimed Deposits have been remitted to the State of Alaska pursuant to the statute for unclaimed property.

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§403e **Return of Deposit**
The Company will refund the Deposit and any accrued interest as set forth below:

§403e(1) When service is terminated, the Company will refund all amounts that exceed any balance due the Company for service. All refunds of Deposits and accrued interest generated by discontinuing service will be returned to the Customer within twenty-five (25) days after service has been discontinued.

§403e(2) Refunds to Customers who have established credit, will be made automatically, in the normal course of business, in the form of a refund check or as a credit to the Customer's account. Under no circumstances shall the Company retain a Customer's Deposit longer than two (2) years, provided the Customer:

§403e(2)(a) Has not been delinquent in payment (as stated in Section 705 below) more than once in any twelve (12) consecutive months,

§403e(2)(b) Has not been delinquent in the last six (6) months,

§403e(2)(c) Is not past due at time of review,

§403e(2)(d) These refunds will be made within thirty (30) days after they become eligible for refund.

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§404 **Rates and Optional Rates**

The rates to be charged by and paid to the Company for gas service will be the rates on file with the Regulatory Commission of Alaska, unless a special contract with the Customer is in effect. Complete schedules of all rates in effect will be available for public inspection in the Company's offices, delineated in Section 102 above.

In the event an applicant's proposed service could qualify for service under more than one rate schedule, the Company will call applicant's attention to the alternatives at the time application is made. The applicant will be required to designate the desired rate schedule.

In the event the Company adopts new or optional schedules or rates, the Company will take such measures as may be practicable to advise all affected Customers of the new offerings. In cases where the Company determines that a different rate schedule is more cost-effective for the Customer, and no service contract is required for the different rate schedule, the Company may transfer the Customer to the different rate schedule without prior notice to the Customer.

The Company will allow an existing Customer receiving service to elect to transfer service to a different rate schedule providing Customer's service qualifies for the desired rate schedule and that the Customer has complied with any minimum service term required by the old rate schedule. The change will become effective for service provided after the next regular meter reading following the date of notice to the Company or following the date all required contracts for service are executed and received by the Company.

The Company is not liable for any refunds for failure by a Customer to take advantage of an optional rate that might have reduced the Customer's cost for service if the Customer was notified that such optional rate was available.

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§405 **Changes in Customer's Requirements**

The Customer shall give the Company reasonable advance notice of the Customer's intention to increase or decrease materially gas requirements so that appropriate changes to the Company's facilities may be made, if necessary.

§406 **Access to Premises**

Authorized employees and agents of the Company shall have free access, at all times within reason, to the Customer's premises to read meters, to inspect, test, repair and replace meters and other property of the Company, to inspect the Customer's gas piping and utilization equipment, to remove Company property, and for other purposes directly related to the supply of gas service.

§407 **Connection of Service**

Customer's Facilities shall only be connected to the Company's system at the fitting provided downstream of the Company's meter.

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§408 **Discontinuance and Restoration of Service**

§408a **Nonpayment of Bills**

§408a(1) Delinquent Bills

§408a(1)(a) A bill for gas service is delinquent (past due) if not paid within twenty five (25) days of the billing date. A late payment fee, as set forth in the applicable Schedule of Fees and Charges, will be charged for all bills that become past due, unless the customer enters into a deferred payment agreement with the Company, in accordance with Section 408a(2) of this tariff. A late payment fee will be assessed one time only on a given past due amount.

In addition to the late payment fee, all past due amounts will accrue finance charge at the legal rate of interest consistent with AS 45.45.010 from the date the bill became past due. This finance charge will be imposed monthly on the outstanding balance until the past due amount is paid in full. All past due amounts as well as late payment fee and finance charge will be included and separately indicated on the following month's bill.

§408a(1)(b) It is the responsibility of the Customer to make prepayment or other satisfactory arrangements with the Company if absence from the community or other reasons will preclude timely payment of the Customer's bill.

§408a(2) Deferred Payment Arrangements

The Company may offer a deferred payment plan to a delinquent Customer if the Company determines that the deferred payment plan will assist the Company in collecting the delinquent account. When considering such arrangements, the Company shall consider the length of service, the amount of the delinquency, the amount of the Deposit held, adherence to prior payment arrangements, and prior payment history.

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§408a(3) Notice Before Discontinuance of Service for Non-Payment

§408a(3)(a) When a bill for gas service has become delinquent, the Company shall give the Customer at least ten (10) days notice before discontinuing service. The written or electronic notice will state the Company's intent to discontinue service if the bill is not paid. Such notice may be included with the Customer's regular monthly billing or with a separate mailing at approximately the same time. If the Customer has no history of prior credit problems with the Company, the Company may elect to begin discontinuance of service noticing after the bill is more than 25 days delinquent. At the end of the ten (10) day notice period, if the bill remains delinquent, the Company will proceed with the noticing specified in Section 408a(3)(b) below.

§408a(3)(b) At least three (3) days prior to discontinuing service for non-payment, the Company will make a reasonable attempt to contact the Customer either by mail, electronic mail, short message service, telephone, personal visit or by leaving a notice (door tag) at the service location. A door tag will provide the Customer with all information required by the applicable regulations. A Field Contact Fee as set forth in the applicable Schedule of Fees and Charges (Section 2501h) will be charged for the personal visit or for leaving the door tag. The Customer may elect to make payment at the time of this visit; however, the Field Contact Fee for sending an employee or agent to the premise will still apply.

Customers who have failed to comply with a deferred payment agreement will receive this notice.

§408a(4) Discontinuance of Service for Non-Payment (Delinquency)

§408a(4)(a) When a bill for gas service has become delinquent and the discontinuance notices as provided for in 408a(3) above have been issued, service may be discontinued if the delinquent bill is not paid within the time required by the last notice. A Customer's service, however, will not be discontinued until the amount of any Deposit made to establish credit for that service has been fully absorbed.

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§408a(4)(b) A Customer's gas service may be discontinued for non-payment of a bill owed to the Company by the Customer for service at a previous location, provided such bill is not paid within ten (10) days after presentation of a discontinuance of service notice similar to that provided in 408a(3)(a) above. In no case will service be discontinued within less than thirteen (13) days after establishment of service at the new location and Residential Service may not be discontinued because of nonpayment of bills for Commercial Service.

§408a(4)(c) If a Customer is receiving service at more than one location, service at any or all locations may be discontinued for non-payment of any one bill in accordance with the time and noticing procedures specified in Section 408a(3) above. However, Residential Service may not be discontinued because of nonpayment of bills for Commercial Service.

§408a(4)(d) A Customer who pays a bill with a check, credit union share draft, bank draft, credit card, debit card, electronic check or any other payment method acceptable by the Company that is returned to the Company (i.e. dishonored or declined) will be deemed to be delinquent and subject to the Late Fee. Once the original bill is past due, the Company may discontinue service after giving three (3) days notice of discontinuance, similar to that provided in Section 408a(3)(b) above. The Customer may also be required to re-establish credit subject to the provisions of Section 403b above. The Company shall charge a Declined Payment Fee as set out in the Schedule of Fees and Charges (Section 2501) for each check, draft, or other form of payment that is returned, dishonored or declined.

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§408a(4)(e) A Customer's gas service may be discontinued by the Company for failure to fulfill the terms of a deferred payment arrangement, written or verbal, after three (3) days notice similar to that provided in Section 408a(3)(b) above.

§408a(4)(f) The Company may delay discontinuance of service to Dwelling Unit space heating Customers during winter periods where the Company believes severe weather conditions exist.

§408a(4)(g) The Company will not discontinue service under this Section 408a(4) (that is, for non-payment) on a Friday, a week-end, or on a day preceding a Company-recognized holiday.

§408a(4)(h) If the Company postpones discontinuance beyond ten (10) days from the date of discontinuance indicated by the last notice as provided in Section 408a(3)(b) or Sections 408a(4)(b) - 408a(4)(e) above, then the Company will make a reasonable effort to contact the Customer in the manner provided for in Section 408a(3)(b) above at least one (1) day prior to actual discontinuance.

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§408b **Unsafe Apparatus**

The Company shall have the right of refusing or ceasing to deliver gas to a Customer if any part of the Customer's service, appliances, or apparatus shall be deemed unsafe by the Company or if the utilization of gas by means thereof shall be prohibited or forbidden under the authority of any law or municipal ordinance or regulation. Additionally, the Company may refuse to serve until the Customer shall put such service, appliance, or apparatus in good and safe condition and comply with all laws, ordinances and regulations applicable thereto.

The Company does not assume the duty of inspecting the Customer's service, appliances or apparatus, or any part thereof, and assumes no liability therefor. In the event the Customer finds the gas service to be defective, the Customer shall immediately notify the Company.

§408c **Fraud and Interference with Company-Owned Facilities**

The Company shall have the right to refuse to provide gas service, or to discontinue gas service without advance written notice, to any location if the Company deems it necessary to protect itself against abuse, fraud or it has evidence of unauthorized interference with Company-owned facilities (as set out in Section 601e).

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§408d **Non-Compliance with Company's Rules**
If a Customer should fail to comply with any of these rules and regulations the Company will advise the Customer of such failure. If the Customer does not remedy same within a reasonable period of time, the Company shall have the right to discontinue service to the Customer.

Except in an emergency, or as otherwise provided in these rules and regulations, the Company will not discontinue the service of any Customer for violation of any of these rules and regulations except on written notice of at least five (5) days. Such notice will, advise the Customer of the rule or regulation violated and that service will be discontinued if the violation is not remedied. This notice is not required if the Company determines an unsafe condition exists on the Customer's premise.

§408e **Customer Wishing to Discontinue Service**
Each Customer about to vacate any premise shall give the Company at least two (2) days notice of the Customer's intent to discontinue service. Such notice should specify the date the Customer desires service to be discontinued. If the Customer does not provide adequate notice the Customer will be held responsible for all gas furnished to the premises until the Company is notified.

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§408f **Usage of Service Detrimental to Other Customers**
The Company will deny service to any gas equipment, apparatus or appliance, which by its operation would be detrimental to the gas service being furnished by the Company to its other Customers in the immediate vicinity, or supplied from the same distribution system. The Company will discontinue service to any Customer who uses, or continues to use, such equipment after the Customer has been notified of the detrimental condition by the Company.

§408g **Failure to Establish Credit After Institution of Service**
If the Company institutes gas service to the Customer prior to the Customer's establishing credit (as provided in Section 403 above), and the Customer has not established credit within five (5) days from such institution of service, the Company shall have the right to discontinue further service of gas with five (5) days' notice.

§408h **Restoration of Service and Re-connection Service Charge**
The Company will normally restore service within one working day, but no later than three (3) working days, after correction of the conditions which resulted in the discontinuance. The Company may charge a Delinquent Account Reconnection Fee as set out the Schedule of Fees and Charges (Section 2501j) where service has been discontinued for nonpayment of bills, to protect the Company against fraud, or for failure to comply with the rules and regulations of the Company. In all other circumstances where a service restoration requires the dispatch of a Company employee or agent, a Standard Reconnect Fee will be collected as set out in the Schedule of Fees and Charges (Section 2501k). The Company may require the charge be paid before service is restored. In the event a Customer requests establishment of service outside regular business hours, the customer will be charged an Outside Office Hours charge as set forth in the applicable Schedule of Fees and Charges (Section 2501).

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§409 **No Liability for Damages**

The Company shall not be liable for any injury, casualty or damage resulting from the supply of gas, use of gas, or from the existence of or operation of the Company's structures, pipes, or devices on Customer's premises, except for injuries or damage that result from gross negligence by the Company.

§410 **Customer Complaints**

Customer complaints may be registered at the offices of the Company (listed in Section 102 above) in person or by telephone during regular business hours, or by mail. Such complaints will be promptly handled on an individual basis and appropriate steps will be taken to resolve the situation. In the event the complaint is not resolved to the Customer's satisfaction, the Customer may notify the Regulatory Commission of Alaska.

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§411 **Transport End User Becoming System Supply Customer**

A Transportation Service End User may apply for Gas Sales Service under this Section 400. One (1) Month prior written notice by an End User's current Shipper or supplier to the Company (with confirmation that is has been provided to the End User) is required for End-Use Delivery Points with individual or aggregated potential peak demand of less than 3,000 Mcf/day. Six (6) Months prior written notice by an End User's current Shipper or supplier to the Company (with confirmation that is has been provided to the End User) is required for End-Use Delivery Points with individual potential peak demand of 3,000 Mcf/day or greater or if the sum of the potential peak demand of End Users' Delivery Points to be transferred to Gas Sales Service in a 90 day period is 3,000 Mcf/day or greater. In either case, a notice by the End User, with confirmation that it has been provided to the Shipper or supplier (with the same time requirements) may be substituted for the notice by the Shipper or supplier.

§411a Among the other provisions of Section 400, the End User will be required to apply for service, as set forth in Section 401, execute any contracts for service, as provided by Section 402, and establish Credit, as provided by Section 403.

§411b In addition to the other provisions of Section 400, and this tariff, Gas Sales Service to the End User is conditioned upon the availability of both a sufficient amount of System Supply Gas to serve the daily average and peak day needs of the returning End User and the capacity to transport such System Supply Gas. Supplies and capacity must be available such that the Company is able to provide such supply without curtailing any of its existing sales or Firm Transportation Service Customers.

§411c If the Company determines that sufficient supply and/or capacity does not exist, the Company may accept the End User if the Company is able, with reasonable effort, to secure sufficient additional supplies and/or the capacity necessary to meet the End User's requirements. The End User must agree to become liable and to promptly reimburse the Company for any additional Gas supply or capacity costs incurred by the Company to supply the End User.

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Section 500 - Customer's Installation

§501 **Customer's Facilities**

The Company will determine the location of the Company's Service Connection, regulating and metering equipment and Point of Delivery. All piping, appliances, fixtures, and apparatus necessary to utilize service (including all requisite protective appliances) located beyond the Company's Point of Delivery are considered Customer facilities and must be installed and maintained by and at the expense of the Customer unless otherwise specified by separate agreement. These facilities (also referred to as Customer's Installation) shall be installed and maintained in accordance with the applicable laws, rules and procedures of any governmental authority having jurisdiction, the National Board of Fire Underwriters, and the Company.

All construction by the Customer related to gas service, including the Customer's facilities, shall be subject to the inspection and approval of the Company.

No inspection by the Company, or failure of it to object to the Customer's Installation or construction, nor the fact that it made connections to the Customer's Installation, will cause the Company to become liable for any damage or injury resulting from any defective installation or construction by the Customer.

The Company shall not be responsible for any loss or damage due to the neglect or wrongful act by the Customer or any of the Customer's employees or agents in installing, maintaining, using or operating any of the Customer's facilities or equipment.

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§502 **Notice of Gas Leak**

The Customer shall give the Company immediate notice of any leakage or escape of gas. However, all repairs to and maintenance of the Customer's facilities, including piping and equipment, shall be the responsibility of the Customer.

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Section 600 - Company's Installation

§601 Service Connections and Facilities on Customer's Premises

§601a Access, Location and Sizing

§601a(1) Access and Location

The Company will have access to all of its facilities located on the Customer's premises, as provided in Section 406 above. The location of the Service Connection, which includes the meter, meter assembly and the attendant Service Line, will be approved by the Company taking into consideration convenience and unimpeded access for meter reading and maintenance of the Company's facilities. Generally, the Service Connection will be located on the front 1/3 side of a residence. If requested by the Customer, and agreed to by the Company, the Service Connection may be located elsewhere for the convenience of the Customer if the Customer pays for any additional costs, including the cost of constructing the additional length of the Service Line, as provided in Section 601b below, and any automated meter reading (AMR) equipment, as provided in Section 601c below.

§601a(2) Sizing

The Company will use information supplied by the Customer, or the Customer's agent, to determine the size and type of service line and meter needed to serve the Customer. The Customer shall notify the Company of any future load changes. Load changes may require the Company to change the equipment needed to meet the Customer's load demand. It is critical that the Customer inform the Company before any additional gas-fired equipment is added to the service line. The Customer will be responsible for any and all costs and damages associated with failure to notify the Company of any load change.

§601b Service Lines

The Company will install the Service Line generally along the shortest practical and available route, as determined by the Company, from the nearest Gas Distribution Main to the metering equipment at the Point of Delivery.

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§601b(1) Service Line Installation Fees

§601b(1)(a) Service Line Piping Smaller Than 2 Inches in Diameter

§601b(1)(a)(i) Under normal, frost-free conditions, the Company will install up to one hundred (100) feet of Service Line from the Customer's property line to the Company's preferred meter location, or to each Company-preferred meter location if more than one, for the Basic Service Line Installation Fee, as provided in the Schedule of Fees and Charges.

§601b(1)(a)(ii) The Customer must pay a Service Line Excess Footage Charge in addition to the Basic Service Line Installation Fee, as provided in the Schedule of Fees and Charges, for the length of the Service Line, if any, that is in excess of one hundred (100) feet, or for the additional length of the Service Line installed to accommodate the Customer's preferred meter location, whichever is greater.

§601b(1)(a)(iii) If, in the Company's judgment, the installation of a Service Line will entail costs in excess of the Company's normal Service Line installation cost to satisfy a request of the Customer, those costs will be considered excess costs. The Customer will pay the Company for the excess costs. Excess costs may include, but are not limited to, costs incurred for difficult construction problems such as rock, excessive pavement, or frost.

§601b(1)(b) Service Line Piping 2 Inches Or Greater in Diameter
If the size of the service piping that is required for service is two inches or greater, the initial Service Line Installation Fee will be one half the Company's estimate of actual construction costs. The final fees assessed will be adjusted to one half of the actual cost of construction.

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§601b(1)(c) The Customer shall pay the Basic Service Line Installation Fee at the time the Customer submits a service line application, except as provided in Section 601b(1)(d) below. In the case of service lines that are 2 inches in diameter or greater, the Company will give the Customer an initial estimate of the Service Line Installation Fee (based upon estimated footage and construction costs) which must be paid at the time the application is submitted, except as provided in Section 601b(1)(d) below. After the service line has been constructed the final fees assessed will be adjusted to reflect actual footage, excess footage charges, excess costs, and, in cases where the service piping is sized 2 inches or greater, one half of the actual installation costs as provided in Section 601b(1)(b).

§601b(1)(d) The Company may offer to accumulate and bill monthly the fees set out in Section 601b(1)(c) above (in accordance with Sections 403, 408 and 705) as an option for Customers that regularly apply for multiple service lines.

§601b(1)(e) The Company may accommodate a Customer's request for a Service Connection during periods in which the ground is frozen by installing a temporary Service Line and assessing the Customer for the cost of installation and removal pursuant to Section 603 below, or by constructing a permanent service and assessing the Customer the excess installation costs as provided in Section 601b(1)(c) above.

§601b(1)(f) Any payments made by Customers under this section will be non-refundable contributions in aid of construction. Ownership of the Service Line will remain with the Company.

§601b(2) Construction Heat

The Company may accommodate a Customer's request for gas service during the construction of a building by requiring the Customer to pay the cost of any facilities in excess of the Company's costs that otherwise would be incurred to install the facilities required for the permanent gas load of the building during frost-free conditions. Such excess facilities will be considered temporary service facilities, and will be installed as provided in Section 603 below.

§601b(3) Maintenance of Service Lines

The Company will maintain the Service Line at no cost to the Customer, except as provided in Section 601d below.

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§601b(4) Excess Flow Valve Installation

Effective April 14, 2017, the Company is required by Federal Pipeline Safety Regulations 49 CFR 192.383 to install an Excess Flow Valve (EFV) in all new and renewed service lines that serve residential structures.

§601b(4)(a) An Excess Flow Valve (EFV) is a device placed inside the natural gas service line near the gas main that shuts off the flow of natural gas automatically if the Company's service line is broken or otherwise has excessive flow, thereby restricting the flow of gas and mitigating the potential for property damage. Such excessive flow can be caused by damage due to excavation, damage caused by a natural disaster such as an earthquake, or excessive flow due to additional gas-fired equipment being added to the service line that exceeds the design capacity of the EFV. EFV's are designed for a specific flow range with some tolerance for additional load, and will be sized based on information provided by the Customer at the time application is made for a new or renewed service line. The cost of the initial installation of the EFV is included in the service line charge. Installation of an EFV will not protect against Customer appliance gas leaks, small service line punctures or gas meter leaks. An EFV may not protect against damages due to earthquakes or flooding.

§601b(4)(b) It is critical that the Customer inform the Company before any additional gas-fired equipment is added to the service line. Failure to do so could cause the EFV to close, disrupting natural gas service to the home. If a larger EFV needs to be installed to handle the Customer's increased load, the Customer will be responsible for the Company's cost to replace the EFV.

§601b(4)(c) Should a Customer increase the load on the service line without notifying the Company causing the EFV to close, the Customer will be responsible for any and all costs and damages associated with the closed EFV, including but not limited to the Company's cost to repair and/or replace the EFV.

§601b(4)(d) If a Customer requests the installation of an EFV in an existing service line, the Customer will be responsible for the Company's cost to install the EFV as provided by Section 604.

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§601c **Meters**

The Company will install and maintain metering and pressure regulating equipment for the purpose of delivering and metering gas to the Customer. Generally, these facilities are located on the Customer's premises, as provided in Section 500 above.

§601c(1) Sizing

The Company will furnish metering equipment of such size and type that it determines will adequately serve the expected deliverability requirements of the premise at the time of installation based upon information supplied by the Customer or the Customer's agent. The Customer must notify the Company of any material change in those requirements in accordance with Section 405 above. If the Customer fails to give such notice, the Customer will be subject to charges for the repair or replacement of metering equipment damaged due to the change in those requirements.

§601c(2) Automated Meter Reading Equipment

The Company may install, offer to install, or require installation of certain automated meter reading (AMR) equipment such as data telemetry equipment.

Installation of AMR equipment for the Customer's convenience or as a requirement of service (as provided in Sections 601c(4)(b) and 1620e(3) below) will be at the Customer's expense as provided in the Schedule of Fees and Special Charges (or at cost, including installation and applicable overheads, if the AMR equipment is not listed on the Schedule of Fees and Special Charges.) Such fees and charges will be non-refundable contributions in aid. The equipment will remain the property of the Company. Some AMR equipment is not transferable to another location.

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§601c(3) Relocation

If relocation of the meter and related facilities is made necessary by acts of the Customer or as a result of the inaccessibility of the facilities or is performed for the convenience of the Customer, such relocation will be performed by the Company at the expense of the Customer as provided in Section 604 below. Meters are not to be located in living quarters, garages, carports, covered patios, boiler rooms, or in unventilated or inaccessible locations.

§601c(4) Access

§601c(4)(a) The Company has the right of access to the meter and meter facilities at all reasonable times, including the right of ingress to and egress from the Customer's premises. The Customer will permit and make provision for unimpeded access for the purposes of meter reading, as well as inspecting, maintaining, testing, relocating, connecting, or removing of the facilities.

§601c(4)(b) Inaccessibility of or impediment of access to the meter for meter reading may result in the Company's estimating usage as provided in Section 703 below. Repeated inaccessibility of or impediment of access to the meter for meter reading may result in the Company's requiring relocation of the facilities or installation of an Electronic Meter Reading Device (ERD) or other AMR equipment. Such a relocation or installation will be at the expense of the Customer as provided for in Sections 601c(2) and 601c(3) above. Examples of situations which block access and can be considered an impediment to access to a meter for meter reading are locked or blocked gates, security fencing or animals that impede access.

§601c(5) Meter Set Installation Fees

§601c(5)(a) The Company will assess a Meter Installation Charge for each meter installed as provided for in the Schedule of Fees and Charges. On or before August 1 of each year, the Utility will, by tariff advice letter, file the Meter Installation Charges applicable for the next calendar year. **C**

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§601c(5)(b) The Company will calculate a Meter Allowance to be applied against the Meter Installation Charge. This allowance is an estimate of the amount of meter set expenditures that can be incurred for an "average" Customer of each class without significant adverse effect to the existing Customer base.

§601c(5)(b)(i) In calculating the Meter Allowance to apply against the Meter Installation Charge, the Company will use the Standard Meter Allowances set out in Section 2701 applicable for the year of installation. The Standard Meter Allowance will be the actual average embedded plant cost per Customer (by Class) for meter assemblies as of the Company's most recent accepted cost of service study. For computing average loads, the Utility will use the average loads set out in Section 602c(1).

§601c(5)(b)(ii) The Meter Allowance will be the product of the Customer's estimated permanent annual load at that meter location multiplied by the applicable Standard Meter Allowance in effect.

§601c(6) Meter Upgrades

If a meter is replaced with a larger meter as the result of an increase in deliverability requirements, the Customer will receive a credit against the Meter Installation Charge of the new meter equal to the current Meter Installation Charge for the meter size being replaced (subject to Section 601c(l)) plus a Meter Allowance for the estimated incremental annual load being added calculated in accordance with Section 60lc(5)(b).

§601c(7) Testing

Testing of metering equipment will be in accordance with Section 700 below.

§601c(8) Ownership

These facilities will remain the property of the Company, regardless of any contribution made by the Customer, and may be repaired, replaced or removed by the Company at any time. The Customer may not charge the Company rent or any other charge, for placing or maintaining these facilities. The Company will have the right to remove its facilities installed on the Customer's premises at the discontinuance of service.

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§601d **Protection of Company-Owned Facilities on Customer's Premises**
While the Company will approve the location of and install the Company-owned facilities located on the Customer's premises, it is the responsibility of the Customer to exercise reasonable care to prevent damage to the facilities (including damage by snow and ice from roofs or vehicular damage). The Customer may be held responsible for any such injury or damage as further provided in Section 606 below. The Customer must notify the Company immediately if any damage, defect or leakage of gas is discovered.

§601e **Interference with Company-Owned Facilities (Unauthorized Use of Service)**
Meter housings may be sealed by the Company. Additionally, meters may be locked from time to time to prevent the delivery of gas. Only authorized employees of the Company may disturb the meter seals, unlock, disconnect, bypass, adjust a meter or relocate Company-owned facilities. Unauthorized interference with the metering equipment, its connections, the Service Line, or any other property of the Company may result in the discontinuance of service (as provided in Section 408c above), additional charges, fees and penalties up to three times the value of the service received plus three times the actual damages as provided by AS 42.20.030. In addition, prosecution to the fullest extent of the law may be pursued.

§601f **Customer Responsible for Equipment to Receive Gas**
The Customer is responsible for Customer's facilities required for receiving gas such as the piping and equipment that is located beyond the Company's Point of Delivery, as provided in Section 500 above.

§601g **Service Connections Made by Company's Employees**
Only duly authorized employees or subcontractors of the Company shall be allowed to connect Service Lines to the Company's gas Mains, install Service Connections and meters, or unlock meters.

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§602 Extension of Mains

§602a General

The Utility will construct the facilities necessary to extend a Gas Distribution Main (a "Main Extension") to any location within its certificated area if the Main Extension is economically feasible and does not cause an unreasonable added cost burden to be borne by existing Customers. With the exception of Feeder Mains described in Section 602f(4) below, each Main Extension must be considered individually for economic feasibility. A Main Extension may involve one or more Participants.

§602b Costs to Construct

The Utility will calculate the costs to construct each Main Extension. These costs are based on the facilities necessary to provide service and include Mains, underground service pipes, meters, regulators, etc., as well as the engineering and supervision necessary to design and construct the facilities to meet all legal and safety requirements (including applicable overhead costs).

§*602b(1)* Standard Construction Costs

In calculating the costs to construct a Main Extension, the Utility will use the Standard Construction Costs (Section 2601) applicable for the year of construction.

On or before August 1 of each year, the Utility will, by tariff advice letter, file the Standard Construction Costs applicable for the next calendar year. The Standard Construction Costs filed will be calculated by using the actual average cost per foot of the construction of two-inch Main Extensions for the previous five years subject to a 10% increase limitation over the previous approved cost per foot. For example, if the approved Standard Construction Cost for a given year (Year 1) is $20.00 per foot, and the calculated five year average for the next year (Year 2) is $23.00, the 10% increase limitation would apply and the new revised Standard Construction Cost for the next year (Year 2) would be $22.00. Further, when computing the Standard Construction Cost for Year 3, the increase limitation will be based upon the revised Standard Construction Cost for Year 2 of $22.00. **C**

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§602b(2) Charges in Excess of Standard Costs

The Utility may include Charges in Excess of Standard Costs in its calculation of the cost to construct a Main Extension for items which are particularly unique to that Main Extension and which could cause an undue additional cost burden to be borne by existing Customers if only Standard Construction Costs were used. Examples of such unique charges would include, but are not limited to, costs for: the construction of river or stream crossings; construction in swamp, hard rock, or frozen ground areas; construction and permitting in ecologically fragile areas; road bores, open cut crossings, asphalt removal and replacement; or, construction in the right-of-way of a limited access highway. Charges for these items will be based on the Utility's current engineering cost estimates.

§602b(3) Mains in Excess of Two Inches

If the size of the Main Extension that is required for service is in excess of two inches, the cost to construct will be based on the Utility's estimate of actual construction costs. If the actual cost of construction is less than the Utility's estimate, then the difference will be refunded to the Participant.

§602b(4) Cost of System Upgrade

Charges in excess of Standard Construction Costs may include the cost of a system upgrade if it is incidentally the result of a potential Customer's (or Participant's) addition to the system and the potential Customer has a load requirement that is not comparable to those in the area being served by the facilities requiring upgrade.

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§602b(5) Calculation

For Main Extensions utilizing Standard Construction Costs, the costs to construct a Main Extension will be the total of the footage for a two-inch Main necessary to provide service multiplied by the applicable Standard Construction Cost plus any Charges in Excess of Standard Costs. For Main Extensions requiring pipe in excess of two inches, the costs to construct the Main Extension will be calculated in accordance with Section 602b(3) above.

§602c **Free Main Allowance**

In determining if a Main Extension is economically feasible, the Utility will calculate a Free Main Allowance. This allowance is an estimate of the amount of Main expenditure that can be incurred for an "average" Customer of each class without significant adverse effect to the existing Customer base.

§602c(1) Standard Load Allowances

In calculating the Free Main Allowance for a Main Extension, the Utility will use the Standard Load Allowances (Section 2601) applicable for the year of construction. On or before August 1 of each year, the Utility will, by tariff advice letter, file Standard Load Allowances and supporting documentation applicable for the next calendar year. The Standard Load Allowances will be the actual average embedded plant cost per Customer for each Customer class as of the end of the prior calendar year less that prior calendar year's cost per Customer (by class) for meter assemblies and Service Lines. These per Customer costs will be calculated using the methodology accepted by the Commission in the Utility's most recent cost of service study. For computing average loads the Utility will use the following: **C**

		2026	**2027**		**C**
§602c(1)(a)	Average G1 load	140	140	Mcf per year	
§602c(1)(b)	Average G2 load	362	359	Mcf per year	**R**
§602c(1)(c)	Average G3 load	1,149	1,145	Mcf per year	**R**
§602c(1)(d)	Average G4 load	7,367	7,380	Mcf per year	**I**

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§602c(2) Calculation

The Utility will compute a Free Main Allowance for each Participant that is anticipated to connect directly to and begin taking service (thereby becoming a consuming Customer) from the proposed Main Extension at the time of construction. The allowance is the product of the Participant's estimated permanent annual load multiplied by the applicable Standard Load Allowance in effect.

§602d **Evaluation of Economic Feasibility**

§602d(1) If the costs to construct a Main Extension as computed in Section 602b above do not exceed the sum of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction, the Main Extension is considered economically feasible.

§602d(2) If the costs to construct a Main Extension as computed in Section 602b above exceed the total of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction, the Utility may require an Advance of the cost of the Main Extension above the total of the Free Main Allowances from the Participants.

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§602e **Main Extension Advances**

Main Extension Advances may be in the form of a Main Extension Deposit or a Main Extension Contribution in Aid of Construction. The Utility may require a Contribution in Aid of Construction when the estimated total load during the life of the Main Extension is insufficient to avoid an undue cost burden on existing Customers.

§602e(1) Calculation of Initial Advance

The initial Main Extension Advance is calculated by taking the excess of the costs to construct over the total of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction. This is the total Advance required for the entire Main Extension.

Normally, the total Advance required for the entire Main Extension is divided by the total number of Participants. However, the Participants can agree to unequal individual Advances, as long as the sum of all of the Advances equals the total Advance required for the entire Main Extension. The individual Advances for a Feeder Main are calculated as provided in Section 602f(4) below.

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§*602e(2)* Customer Additions

§602e(2)(a) Any previously paid Main Extension Advances for a completed Main Extension, except a Feeder Main, must be recomputed when a new consuming Customer who was not a Participant in the Main Extension is added in the calendar year of construction and for two full calendar years following. The new consuming Customer will become a Participant and will be required to pay, as a Main Extension Advance, a prorated share of the original Main Extension Advance. The Utility will calculate the new consuming Customer's Free Main Allowance using the applicable Standard Load Allowances in effect at the time the new consuming Customer joins the system.

§602e(2)(b) Any new consuming Customers added to the Main Extension after two full calendar years following the calendar year of construction will not be required to pay a prorated share of the original Main Extension Advance.

§602e(3) Refunds

§602e(3)(a) Refunds will be calculated for those Participants who made Main Extension Advances except for Feeder Mains, pro rata, equal in total to the amount of Advances received from new Participants plus the Free Main Allowance from new consuming Customers directly served by the Main Extension during the calendar year of its construction and for two full calendar years following. These refunds will be calculated and paid by the Utility annually by April 1 based upon the prior year's Participant and Customer additions to the Main Extension.

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§602e(3)(b) After the two full calendar years following the calendar year of construction, refunds will be calculated for those Participants who have Main Extension Advances on the Main Extension except for Feeder Mains, pro rata, equal in total to the amount of the Free Main Allowance for each new consuming Customer directly served by the Main Extension until all of the Advance has been refunded or until the end of ten full calendar years following the calendar year of construction, which ever occurs earlier. These refunds will be calculated and paid by the Utility quarterly within one month following the end of the calendar quarter based upon the previous calendar quarter's Customer additions to the Main Extension.

§602e(3)(c) After the end of ten full calendar years following the calendar year of construction:

§602e(3)(c)(i) For Main Extension Deposits, the entire remaining Advance shall be refunded by the first of April of the eleventh year.

§602e(3)(c)(ii) For Main Extension Contributions in Aid of Construction, all remaining portions of the Advance become non-refundable.

§602e(3)(d) In no case may the amount of the refund or the amount totally refunded exceed the amount of the original Advance.

§602e(3)(e) After April First of each year, any Participant with an outstanding Main Extension Advance may request a report of Customers added to the Main Extension in the preceding calendar year.

§602e(4) Interest
The Utility shall not pay interest on Main Extension Advances.

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§602f **Types of Main Extension Advances**

Main Extension Advances generally fall into one of the following general categories. Each type can be either a Deposit or a Contribution in Aid of Construction.

§602f(1) Standard Main Extension Advance

A standard Main Extension Advance generally involves a group of property owners who have joined together to request gas service to their properties without the help of a Governmental agency. The costs to construct are calculated in accordance with Section 602b above and the total Advance is calculated as provided for in Sections 602c through 602e above.

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§602f(2) Developing Subdivisions

Main Extensions into an area that is being subdivided or developed (a "Developing Subdivision") for either residential or commercial construction, which contemplate the installation of an integrated system to serve an entire subdivision or a portion of a subdivision being developed in stages, will be constructed at the sole discretion of the Utility. The agreements for this type of Main Extensions are generally entered into with a developer.

§602f(2)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(2)(b) The Utility will calculate any necessary Advances in accordance with Sections 602c through 602e above except that:

§602f(2)(b)(i) The total Advance calculated in accordance with Section 602e(1) (i.e., for the entire project) shall be paid by the developer.

§602f(2)(b)(ii) The refunds provided for in Section 602e(3) shall be calculated for and paid to the developer. If an additional Customer generates a refund of Free Main Allowance only, the refund will be paid on a quarterly basis similar to that outlined in Section 602e(3)(b).

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§602f(3) Special Assessment or Local Improvement Districts

Under AS 29.46, local governmental bodies may form a special assessment district, also known a local improvement district (LID). The Utility may enter into an agreement with a sponsoring government body (SGB) for the purpose of extending natural gas service into a LID.

§602f(3)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(3)(b) The Utility will calculate any necessary Advances in accordance with Sections 602c through 602e above, except that:

§602f(3)(b)(i) The total Advance calculated in accordance with Section 602e(1) (i.e., for the entire project) shall be paid by the SGB.

§602f(3)(b)(ii) The refunds provided for in Section 602e(3) shall be calculated for and paid to the SGB. If a new consuming Customer generates a refund of Free Main Allowance only, the refund will be paid on a quarterly basis similar to that outlined in Section 602e(3)(b).

§602f(3)(c) The SGB shall pay the Advance within thirty days of receipt of notification of completion and an invoice for the Advance from the Utility. Any amount of the Advance not paid to the Utility and outstanding after thirty days will be subject to interest.

§602f(3)(d) Annually, the SGB will provide the Utility with a sworn verification that refunds made to the SGB for the previous year under Section 602e(3) have been applied on behalf of the individual Participants in accordance with the SGB's ordinances and resolutions that authorized the LID and this Section 602f(3).

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§602f(4) Feeder Mains

A Feeder Main is a Gas Distribution Main that extends through a sparsely inhabited area and links a populated area downstream to the Utility's system supply. It is not economically feasible on its own, and in the view of the Utility, would result in an inequitable apportionment of costs if the Advance necessary were borne exclusively by the Participants directly connecting to the Feeder Main.

To prevent inequity, the Utility will allocate the Feeder Main Advance to the Participants directly connecting to the Feeder Main and to Participants on Main Extensions constructed downstream of the Feeder Main.

§602f(4)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(4)(b) The provisions of Section 602e above will generally apply to Feeder Main Extension Advances except as provided below:

§602f(4)(b)(i) The Utility will estimate the number of Participants it expects to connect directly to the Feeder Main, and the number of Participants it expects on Main Extensions constructed downstream of the Feeder Main in the year of construction and for four full calendar years thereafter.

§602f(4)(b)(ii) The total Advance for the Feeder Main calculated in accordance with Section 602e(1) will be divided by the total number of estimated Participants determined in Sub-Section 602f(4)(b)(i) above to determine the "Feeder Main Component".

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§602f(4)(b)(iii) The Feeder Main Component will be collected from each Participant who directly connects to the Feeder Main or participates in any Main Extension constructed downstream of the Feeder Main who relies upon the Feeder Main for gas service until the total Advance is collected.

§602f(4)(b)(iv) The Feeder Main Component will be a non-refundable Contribution in Aid of Construction. There will be no refunds of the Feeder Main Component.

§602f(4)(c) Participants on Main Extensions constructed downstream of the Feeder Main will not be required to have a separate Main Extension Agreement for the Feeder Main Component. The Feeder Main Component will be separately identified and explained in the Agreement for the downstream Main Extension.

§602f(4)(d) A Developing Subdivision or a Local Improvement District Main Extension constructed downstream of the Feeder Main must add to its cost a Feeder Main Component for each of the lots or Participants (as appropriate) involved in such Main Extension.

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§602g **Participant Construction**

The Utility may, at its discretion, allow Participants, or their appointed agents, to perform a portion of the trenching and backfilling of a Main Extension. The Utility will establish in writing, standards of performance, safety, inspection, insurance and bonding which must be complied with prior to commencement and acceptance of any Participant trenching and backfilling.

The Utility will credit the Participant's Main Extension Advance or Contribution in Aid of Construction for the amount of work performed by the Participant and accepted by the Utility. In no case will this credit be in excess of the Utility's estimated cost to trench and backfill the extension less the cost of inspection nor will the credit exceed the amount of the total Main Extension Deposit or Contribution in Aid of Construction for that given extension.

Failure of a Participant, or the Participant's appointed agent, to comply with the standards as set forth by the Utility may result in additional charges by the Utility against the Main Extension cost to construct and the Participant's Main Extension Deposit or Contribution in Aid of Construction. The Utility is not obligated to accept or provide gas service through any facilities that do not meet its construction standards.

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§602h **Ownership**

At all times the Utility shall own, operate and maintain all gas distribution facilities up to the Point of Delivery regardless of whether the facilities have been constructed using Participant supplied trenching and backfilling, Main Extension Deposits, or Contributions in Aid of Construction, or were part of a LID.

§602i **Initiation of Line Construction**

No line construction or clearing of right-of-way shall be initiated under this section until all required Advances, contributions, Deposits, easements, permits and related documents have been received by the Utility, properly signed and executed, except as provided in Section 602f(3)(c).

§602j **Easements and Rights-of-Way**

The Participant shall grant the Utility specific easements and rights-of-way necessary for a proper gas Service Connection to that Participant's location. Failure on the part of the Participant to grant such easements and rights-of-way constitutes grounds for the Utility to refuse to construct the Main Extension.

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§602k **Main Extension Agreement**

Each Main Extension requiring payment shall be in writing and shall set forth the amount of the Deposit or Contribution required, the terms and conditions of payment, the terms under which refunds will be made and other relevant information. The agreement will also provide that a Participant who has made a Deposit may request an annual report of the consuming Customers added to the Main Extension. The agreement shall be signed by the Utility and by the Participant (or the Participant's authorized representative), or in the case of a LID Main Extension, the SGB's authorized representative.

§602l **Waivers**

In those unusual circumstances where the Utility believes that application of its Gas Main Extension policy outlined above will result in an inequitable apportionment of costs to one or more Participants (or its existing Customers), the Utility may modify the application of its tariff provision as necessary to remove the inequity by entering into an agreement with the Participant(s) and reporting the agreement to the Commission.

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§603 **Temporary Service**

Temporary service means service which is not expected to be permanent or service that is delivered through facilities that are expected to be replaced or moved.

If, in the opinion of the Company, temporary service will not cause an undue hardship or burden on existing Customers, temporary service will be provided if:

§603a The applicant pays in advance or otherwise, as the Company may elect, the cost of installing and removing any facilities necessary to provide temporary service.

§603b Each applicant for temporary service shall be required to Deposit with the Company a sum of money equal to the estimated amount of the Company's bill for such service, or to otherwise secure, in a manner satisfactory to the Company, the payment of any bills which may accrue by reason of such service so furnished or supplied.

§603c Nothing in this Rule & Regulation shall be construed as limiting or in any way affecting the right of the Company to collect from the Customer any other or additional sum of money which may become due and payable to the Company from the Customer by reason of the temporary service furnished hereunder.

§603d In the event that a Customer shall have operated the gas equipment or apparatus originally installed by him, or its equivalent, for a period of twelve (12) consecutive months from the date service is first delivered under this Rule, and, provided the Customer's business has proved its permanency to the entire satisfaction of the Company, the payment made by Customer pursuant to subparagraph 603a hereof, shall be adjusted to the basis of paragraphs 601a and 602 above then in effect, provided the Customer complies with the rules applicable to gas service.

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§604 **Change in Location of Existing Service Facilities**

Any change requested by the Customer in the Point of Delivery or location of the service pipe, provided such change is approved by the Company, will be made at the expense of the Customer, who shall pay in Advance the Company's estimated cost of such change.

§605 **Delayed-Use Facilities**

Whenever, at the request of a Customer, a Main extension and/or service pipe is provided under paragraphs 601 and 602 above, through which service is not immediately desired, said Customer shall bear the entire reasonable expense of providing, placing, and constructing the supply facilities. Whenever gas service is begun, Customer shall be entitled to a refund for such part of the expense as the Company is hereinbefore required to assume. Such a refund shall be the cost of said service pipe and accessories, less depreciation at the rate of three percent (3%) per annum for the period which said pipe has been in the ground.

§606 **Protection by Customer**

Customer shall protect all of Company's property on Customer's premises. Customer shall not tamper with of remove any of such property and shall permit no one but Company's authorized employees or agents to inspect or handle same. In the case of loss or damage to the property of Company caused by or arising from carelessness, neglect, or misuse by the Customer or his agents or employees, Customer shall pay Company the amount of such loss or damage to the property.

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Section 700 – Metering and Billing

§701 **Measurement of Gas**

The measurement of gas by Company's meter shall be conclusive upon the Customer and the Company, except when such meter ceases to register, proves to be defective, or is found by test not to be accurate within the limits prescribed in paragraph 702 of these Rules and Regulations. Company may seal or lock its meter or enclosures containing meters and associated equipment. No person, except a duly authorized employee of the Company, shall be permitted to break or replace a seal or lock, or to alter or change a meter or its connections or location, or to alter a gas pressure regulator.

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§702 Meter Tests and Adjustment of Bills for Meter Error

§702a Meter Tests

Any Customer may, upon not less than fifteen (15) days' notice, require the Company to test his gas meter. Deposit to cover the reasonable cost of the test will be required of the Customer, in accordance with the Schedule of Fees and Charges (Section 2501*l*). The amount so Deposited will be returned to the Customer only if the meter is found, upon test, to register more than one percent (1%) fast or slow under conditions of normal operation, and there is no evidence of meter or gas service tampering by the Customer.

A Customer shall have the right to require the Company to conduct the test in his presence, or if he so desires, in the presence of an expert or other representative appointed by him. A report giving the result of the test will be supplied to the Customer within a reasonable time after completion of the test.

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§702b **Adjustment of Bills for Meter Error**

§702b(1) When, as the result of any test, a meter is found to be more than one percent (1%) fast, the Company shall refund to the Customer the overcharge, based on the corrected meter readings for the period in which the meter was in use, not exceeding six (6) months, unless it can be shown that the error was due to some cause, the date of which can be fixed. In this case, the overcharge shall be computed back to, but not beyond such time.

§702b(2) If a meter in Residential Service, upon test as herein provided, is found not to register, or to register less than seventy-five percent (75%) of the actual consumption, an average bill, or a bill for the gas consumed but not covered by the bills previously rendered for a period not to exceed three (3) months, may be rendered to the Customer by the Company.

§702b(3) If a meter in Commercial Service, upon test as herein provided, is found to register more than two percent (2%) slow, the Company may render a bill for gas consumed but not covered by bills previously rendered for a period not to exceed three (3) months, provided that if the actual period of error exceeds three (3) months and same can be definitely determined, the correction to be made, as herein provided, may cover such actual period.

§702b(4) However, if the metering adjustments amount to less than one dollar ($1.00) no refund or billing will be made.

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§703 **Estimate Usage**

Where Company is unable to read meter on Customer's service, Company may estimate the amount of gas supplied and submit a bill to Customer. The estimated usage will be based on actual consumption over similar periods and under similar conditions, preceding or subsequent thereto, or over corresponding periods in previous years.

Adjustment of the estimated billing to actual use will be made when the next actual meter reading is obtained.

§704 **One Meter Per Service**

The rate schedules of Company are based on service to the same Customer at the same premises being supplied through a single meter. If service to the same Customer at the same premises is taken through more than one meter for the convenience of Customer, separate bills will be rendered for service received through each meter. Where such service is taken through more than one meter for the convenience of the Company, the gas registered by the meters shall be added for billing purposes. Such installations must be approved in advance by the Company's General Manager.

Gas service used by the same Customer at different premises will be delivered, measured, and billed separately.

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§705 **Billing Procedure**

§705a **Billing Period**

§705a(1) General
Customers will normally be billed for gas service at regular monthly intervals. A Customer's first billing may be for a period longer or shorter than a month to accommodate the Company's meter reading and billing schedules.

§705a(2) Make-up Bills
Except as provided for in Sections 702b and 705b, the Company may render a "make-up" bill, without a late payment fee or finance charge, for service that has not been billed as a result of the Company's billing error. Make-up bills issued under these circumstances are subject to the following restrictions:

§705a(2)(a) The initial make-up bill must be issued within six (6) months after provision of the previously unbilled service; and

§705a(2)(b) The period for payment of the make-up bill may, at the option of the Customer, extend at least as long as the period during which the excess amount accrued.

§705b **Meter Reading Periods**
Meters are normally read by the Company at regular monthly or bi-monthly intervals, though some Customers may be read more frequently than monthly. Where meters are read at intervals greater than monthly, the Company may estimate the meter reading for the month the meter was not actually read and indicate so on the bill. Estimated meter readings will be based upon established calculation procedures. An adjustment of estimated meter readings to actual use will be made when the next actual meter reading is obtained. In no case should the period between actual meter reads be longer than four (4) months. The Company reserves the right to modify its meter reading and billing schedules as required by changing conditions.

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§705c **Payment**

§705c(1) Bills are due and payable on the date rendered. The date rendered shall be the date billed and should not vary from the mailing date by more than three (3) working days. Customers may pay bills in person at the Company's offices, at any collection agency duly approved by the Company or by mail to the address designated by the Company. All payments will be applied to the oldest outstanding balance.

§705c(1)(a) Electronic Billing Notification Service: After establishing a web self-service account at the Company's website (www.enstarnaturalgas.com), a Customer may elect to receive bill notifications electronically in lieu of printed bills. An email will be sent to the customer notifying that an electronic copy of their bill is available online and can be accessed on the Company's website by using the customer's specific login ID and password for the account. Bills shall be deemed rendered on the date the email is sent by the Company, and will include links to the same bill inserts and safety information contained in the paper bill. Customers that elect to participate in this service may elect to discontinue this service at any time.

If the electronic notification "bounces" or fails and a correct email address is not provided prior to the next billing cycle, the Customer will revert to paper billing until a valid email address is provided. Upon request, a Customer may obtain a paper copy of the monthly bill at no charge.

All other provisions of this tariff shall apply to Customers using the Electronic Billing Notification Service, including the procedures and methods for notice for termination of service which are set out in Sections 408 and 706.

§705c(2) Payments for service or any type of billing may be made by using the following methods:

§705c(2)(a) Payments Made By The Customer: Payments made directly by the Customer such as cash, check (including credit union drafts), automatic bank drafts or electronic funds transfers (as provided in Section 705d), credit card, debit card, and electronic checks. Returned checks and drafts will be handled in accordance with Section 408a(4)(d) above.

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§705c(2)(b) Payments Made On Behalf Of The Customer: Payments made on behalf of Customers by third parties, including bill aggregators or financial institutions, such as wire transfers. Fees typically are charged to the Customer by the third party for these payment services.

§705c(2)(c) Other Payments: The Company generally will accept payments from or made on behalf of the Customer, provided that any fees are paid by the Customer. The Company reserves the right to determine whether a payment method is acceptable and compatible with the Company's billing and payment system. The Company shall not be required to reconfigure its billing and payment systems to accommodate a new or unusual method of payment.

§705c(3) A bill will be considered past due and delinquent if not paid within twenty five (25) days from the date billed, except by separate agreement. Failure to receive a bill that has been properly addressed and mailed to the Customer does not prevent the bill from becoming delinquent (past due) or excuse the Customer's responsibility from payment. If a Customer does not receive a monthly bill at the time of the month the Customer would normally receive a bill, the Customer should immediately notify the Company. All past due amounts are subject to the provisions of Section 408a(1).

§705c(4) As provided for in Section 408a(4)(d), the Company shall charge a Declined Payment Fee as set out in the Schedule of Fees and Charges (Section 2501) for each check, draft, credit card payment, debit card payment, electronic check or other form of payment that is returned, dishonored or declined.

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§705d **Auto Pay Plan**

§705d(1) General

The Company may offer an automatic payment plan (Auto Pay Plan) utilizing either credit card, debit card, automatic bank drafts or electronic funds transfer (EFT) as a payment method for gas service. The Auto Pay Plan allows automatic bill payments to be made to the Company directly from the Customer's credit card, debit card, checking account or savings account. Funds would be automatically withdrawn from the Customer's financial institution account or charged to the Customer's card at the direction of the Company each month for the full amount due shown on the current bill on the due date for that bill.

§705d(1)(a) For Budget Billing Plan accounts, the amount withdrawn will include the monthly budget billing amount, plus any miscellaneous charges (i.e. service calls, parts purchased, late fees, etc.) and adjustments shown on the bill.

§705d(1)(b) For non-Budget Billing Plan accounts, the amount withdrawn will include the actual gas charges for the month, plus any miscellaneous charges (i.e. service calls, parts purchased, late fees, etc.) and adjustments shown on the bill.

§705d(2) Participation

§705d(2)(a) Participation using EFT:

§705d(2)(a)(i) A Customer may elect to participate by (1) executing an Authorization Agreement for Participation in the Auto Pay Plan form and providing valid account information to the Company, as well as a voided blank check or confirmation letter from the financial institution for the account that the payments are to be deducted from, or; (2) set up an Auto Pay Plan using EFT through the Customer's web self-service account at the Company's website (www.enstarnaturalgas.com).

§705d(2)(a)(ii) The Customer must notify the Company in writing or via the web self-service account in order to add any additional gas accounts to the Auto Pay Plan. In the event that gas service at one of the listed locations is terminated, and service is reestablished at a new location, the Company must be notified in writing or via the Customer's web self-service account to include the new location in the Auto Pay Plan.

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§705d(2)(b) To elect to participate in an Auto Payment Plan using credit or debit cards, a Customer must have or create a web self-service account at the Company's website to set up and manage their funding, participating service locations, and auto payment information.

§705d(2)(c) Either the Company or the Customer may elect to discontinue the Auto Pay Plan for the Customer at any time. The payment authorization remains in effect until (1) the Company receives notification of termination from the Auto Pay Plan either via the Customer's web self-service account or in writing, or; (2) participation is terminated by the Company.

§705d(3) Notifications by Customers

Written notices from the Customer to add or delete locations covered by the Auto Pay Plan, or to terminate participation in the Auto Pay Plan, must be received at least three (3) business days prior to the bill due date for the affected accounts to be effective for the payment withdrawn on that bill due date, otherwise the change will be effective for the next payment. If the Customer provides notification of termination of participation in the Auto Pay Plan to ENSTAR within three (3) business days of the bill due date, one more payment will be withdrawn from the Customer's financial institution prior to the cancellation taking effect, otherwise no further payments will be withdrawn from the Customer's financial institution.

§705d(4) Monthly Statements

Auto Pay Plan Customers will receive a monthly statement indicating the amount to be drafted.

§705d(5) Termination of Participation

When gas service at one of the locations enrolled in the Auto Pay Plan is terminated, an auto draft for the final bill will be made, unless the Company is advised at the time to cancel the auto draft.

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§705d(6) Payment Failures

As provided in Section 705c(4), if an Auto Pay Plan payment is returned, dishonored, declined, or otherwise fails, a Declined Payment Fee will be assessed to the Customer's account at that time and the Customer will be subject to the provisions of Section 408a(4)(d). A declined draft will need to be paid by submitting a check or cash for payment of the total billing, including the Declined Payment Fee. Two (2) returned, dishonored, declined or otherwise failed payments in a twelve-month period will be cause for the Company to automatically terminate the Customer's participation in the Auto Pay Plan. Future payments will be required to be in cash or another medium of payment specifically approved by the Company. Once a Customer is discontinued from the Auto Pay Plan due to two (2) failed payments, the Customer must establish 12 consecutive months of appropriate credit history before returning to the Auto Pay Plan.

§705e **Budget Billing Plan**

§705e(1) General

The Company offers a level monthly payment of billing plan (the Budget Billing Plan) for Gas Sales Service as an optional billing alternative to Customers. The Budget Billing Plan is designed to levelize a Customer's monthly payments for Gas Sales Service over an eleven-month period, with the billing for the twelfth month reflecting any overpayments or underpayments for the Budget Billing Plan year. The Budget Billing Plan year will normally run from August through the following July. Level payments under the Budget Billing Plan shall not be construed as a guarantee or assurance that the annual cost of Gas Sales Service will not exceed the estimate upon which they are based.

§705e(2) Eligibility Requirements

Customers are qualified to participate in the Budget Billing Plan if the following requirements are met:

§705e(2)(a) The Budget Billing Plan is available for a Customer's account that is receiving Gas Sales Service under either Rate Schedules G1, G2, or G3.

§705e(2)(b) The account must be for a location for which the Company has at least twelve consecutive months of Gas usage history.

§705e(2)(c) The account must be current on all billed charges and not reflect a past due balance.

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§705e(2)(d) A Customer's account may not participate simultaneously in both the Budget Billing Plan and another deferred payment plan. However, the Company may upon review allow Customers that are current on another Deferred Payment Plan to transfer to the Budget Billing Plan. Qualifying Customers may participate in both the Budget Billing Plan and the Auto Pay Plan.

§705e(3) Enrollment Period

Qualified Customers wishing to participate in the Budget Billing Plan may enroll during the open enrollment period of May 1 through July 31. The Customer's election to participate in the Budget Billing Plan must be in writing and stays in effect, including in successive Budget Billing Plan years, unless the Company receives written notification that the Customer wishes to discontinue participation (as set out in Section 705e(7)(d)) or the Customer is terminated from the Budget Billing Plan as set out in Section 705e(7).

§705e(4) Calculation of the Budget Bill Amount

§705e(4)(a) Initial Budget Bill Amount

The Company will calculate an initial Budget Bill amount:

§705e(4)(a)(i) By first computing an annual estimate using usage data for the Customer's account location for a previous 12 to 36 month period;

§705e(4)(a)(ii) Applying the Company's current rates to the annual usage estimate;

§705e(4)(a)(iii) Dividing the result into 11 equal monthly payments and round the payment amount to the next whole dollar.

§705e(4)(b) The billing for the 12th month of the Budget Billing Plan year (July) will reflect the actual usage for that month adjusted for any overcollection or undercollection for the previous 11 months of the Budget Billing Plan year. The total of the actual usage for the 12th month plus any undercollection for the previous 11 months will be due and payable in accordance with Section 705c(1). If a credit balance remains after all amounts due to the Company are applied, the Customer will be given the option to have it credited against future bills or refunded (within twenty-five days).

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§705e(4)(b)(i) If the total of the actual usage for the 12th month plus any undercollection for the previous 11 months exceeds the Customer's current Budget Bill Amount by 75%, the Customer will have the option of entering into a deferred payment arrangement for up to three months for the amount above the current Budget Bill Amount.

§705e(4)(c) Adjustments During the Budget Billing Plan Year
Actual consumption and pricing will be compared to projected consumption periodically during the Budget Billing Plan year. A Budget Bill amount may be adjusted during the Budget Billing Plan year to minimize the chance of a large overpayment or underpayment for the Budget Billing Plan year. The Customer will be notified in writing of any changes to the Budget Bill amount.

§705e(4)(d) Budget Bill Amount for Successive Budget Billing Plan Years
The Company will re-calculate the amount of a Customer's Budget Bill amount each succeeding year that the Customer remains on the Budget Billing Plan.

§705e(4)(e) Budget Bill Plan 2017-2018 Program Year
ENSTAR will terminate the 2017-2018 Plan Year in July 2018. The 2017-2018 Plan Year will have a month added which will give customers additional time to help pay off any deferred amounts accumulated over the Plan year. All subsequent Plan Years will begin in August.

§705e(5) Bill Information
Each billing will indicate the current consumption at the current effective rate, in addition to the Budget Bill amount and the accumulated variation in the actual charges for consumption versus the Budget Bill amount (Deferred Balance).

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§705e(6) New Customers or Customers Transferring Service During the Plan Year

§705e(6)(a) The Company may permit new Customers to participate in the Budget Billing Plan who would otherwise qualify for the Budget Billing Plan, but were not Customers during the Plan Enrollment Period.

§705e(6)(b) The Company may permit existing Budget Billing Plan Customers who move and transfer service during the Plan year to a new location that would otherwise qualify for the Budget Billing Plan to participate in the Budget Billing Plan at the new location prior to the new enrollment period.

§705e(6)(c) The initial Budget Bill amount for these new Plan participants will be based upon the number of months remaining in the Budget Billing Plan year less one month (July) and, any deferred amount that may have been transferred from a previous Budget Bill Plan location. As with the regular Budget Billing Plan participants, the final billing for the initial Budget Billing Plan year (July) will reflect the actual usage for that month adjusted for any overcollection or undercollection for the Budget Billing Plan year.

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§705e(7) Delinquency and Termination

§705e(7)(a) If a Customer participating in the Budget Billing Plan fails to make a budget payment within twenty-five (25) days of the date the bill is rendered, the budget payment shall be considered past due and will be subject to the provisions of Section 408a, including the fees set out in Section 408a(1). If such past due payment is not received by the Company by the last day of the following cycle, the Customer's participation in the Budget Billing Plan may be terminated by the Company. All unpaid charges to the account incurred prior to the two delinquent billing cycles may then be considered delinquent, normal collection procedures will be followed, including disconnection, if appropriate.

§705e(7)(b) A Customer may discontinue participation in the Budget Billing Plan at any time by submitting written notice.

§705e(7)(c) When a Customer participating in the Budget Billing Plan terminates service, the entire outstanding amount for actual usage shall be due and payable on the Customer's final bill. Any credit balance owed to the Customer shall be first credited against the final bill and any remainder will refunded within twenty-five (25) days.

§705e(7)(d) If a Customer terminates participation in the Budget Billing Plan, but continues to receive service, any existing credit balance shall be applied to the Customer's current bill. If there is a credit balance in excess of the amount due on the next bill, it shall be credited against future bills or, at the Customer's request, refunded within twenty-five (25) days after the request. Any existing unpaid (debit) balance will be applied to the Customer's account immediately and will be due in full with the next bill.

§705e(7)(e) If a Customer's participation in the Budget Billing Plan is terminated for any reason, including by election of the Customer, that Customer may not be allowed to participate in the Budget Billing Plan again until after the next Enrollment Period.

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§705f **Full Year Pre-Pay Option**

The Company will provide a credit of $25.00 to any Customer who elects to pre-pay for gas service for a future twelve-month period. To qualify for the credit, the pre-paid amount must be equal to or more than the amount billed for service at that location for the preceding twelve-month period, or equal to the Company's calculation of the Customer's estimated gas cost for the next twelve months. Any outstanding balance due the Company on the Customer's account must be paid prior to or with the pre-paid amount. The credit will be applied once payment has been received.

§705f(1) The pre-paid amount and the $25.00 will be reflected as a credit to the Customer's account. Each month, the Company will calculate the Customer's actual gas consumption at the Commission approved rates then in effect. The Company will then deduct that amount from the Customer's account balance. The Customer's monthly bill will reflect any payments, adjustments, and actual gas charges made during the month. The bill will also reflect the account status at the end of the month. If the Customer still has an unused prepayment amount, the account will show a credit balance. If the Customer's pre-paid amount and $25.00 credit has been exhausted, the bill will show an amount due and the Customer will be responsible for making further payments to keep the account current as provided in Section 705c.

§705f(2) Any remaining credit balance (i.e. overpayment) remaining at the end of the twelve month period will be applied to the Customer's future billings or refunded to the Customer upon request within twenty-five (25) days after the request.

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§705f(3) If the Customer terminates service or requests to terminate participation in the Full Year Pre-Pay program prior to the ninth billing for service being deducted in the Customer's current program year, then the $25.00 credit will be reversed. After termination of service or termination of participation in the program, any remaining credit balance will be refunded to the Customer within twenty-five (25) days after service or participation has been discontinued. Those accounts that involve a Deposit will be handled in accordance with Section 403e(1).

§705f(4) Actual gas charges applied against the pre-paid amount and $25.00 credit for the actual twelve month period may vary from the estimated prepayment based upon variations in actual usage, adjustments and approved rate increases or decreases.

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§706 **Discontinuance of Service Notice**

The Company will notify Customers by mail, electronic mail, short message service, telephone, personal visit, or by leaving a notice (door tag) at the service address in the event of delinquency requiring discontinuance of service, in conformance with Section 408 above.

§707 **Adjustment for Delivery Pressure**

In cases where gas is measured under a pressure greater than the standard low pressure normally maintained at the outlet of Customer's meters, the volume of gas registered shall be corrected for billing purposes by the application of a proper correction factor.

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§708 **Gas Cost Adjustments**

§708a **Applicability**
The rates in all filed rate schedules and special contracts for natural Gas Sales Service shall include the applicable Gas Cost Adjustment set forth in 708e below.

§708b **Gas Cost Adjustment**
Billings to Customers will include the amount of the Weighted Average Unit Cost of Gas as the Gas Cost Adjustment ("GCA") in accordance with the procedure set forth in 708e below.

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§708c **Gas Cost Balance Account**

The Utility shall maintain a Gas Cost Balance Account commencing on June 1, 1981. The Gas Cost Balance Account will consist of the debit or credit balance remaining in account 191 "Unrecovered Purchased Gas Costs" at December 31, 2010, plus or minus the sum of the debit and credit entries prescribed. The prescribed entries are as follows:

§708c(1) Debit entries equal to:

§708c(1)(a) The actual purchased Gas cost during the month for System Supply (excluding gas purchased for storage in FERC Account 164.1, Gas Stored);

§708c(1)(b) Transportation fees for:

§708c(1)(b)(i) Gas purchased for System Supply; and

§708c(1)(b)(ii) Gas transported from storage for use in System Supply;

§708c(1)(c) Storage Fees

§708c(1)(c)(i) Cost of Firm Storage Service (FSS) including reservation fees, capacity fees, related RCC charges and any other related Commission approved fees, charges or credits;

§708c(1)(c)(ii) Cost of Interruptible Storage Service (ISS) including ISS fees, related RCC charges and any other related Commission approved fees, charges or credits;

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§708c(1)(d) The cost of Gas withdrawn from storage ("Gas Stored" FERC Account 164.1) for use in System Supply. The cost of Gas will be valued at the average unit cost of gas stored in the Gas Stored account calculated as of the end of the Month prior to the Month the Gas is withdrawn from storage. Costs to be included in the calculation of the average unit cost of gas stored include:

§708c(1)(d)(i) Cost of gas purchased and injected into storage;

§708c(1)(d)(ii) Transportation fees incurred for Gas transported to storage;

§708c(1)(d)(iii) FSS and ISS storage injection and withdrawal fees and related RCC charges; and

§708c(1)(d)(iv) Gas cost incurred for FSS and ISS storage fuel use reimbursement;

§708c(2) Debit or credit entries for actual amounts paid or received in association with gas exchange agreements, including, but not limited to, the value of gas received or returned, transportation charges, storage charges, pipeline fuel, lost and unaccounted for gas (LAUF), imbalance or overrun charges, and other costs or credits directly associated with the gas exchange agreement. **N N N N N**

§708c(3) A credit entry equal to the total number of Mcf of gas sold during the month multiplied by the weighted average unit cost of gas as computed pursuant to Section 708e below. **T**

§708c(4) A debit entry equal to the amount paid pursuant to Section 1205e (Interruption Cost Sharing) or to any Customer interrupted pursuant to Commission ordered sharing of the costs of interruptions. Any amount so included in account 191 may not be included in the Determination of Gas Cost Adjustment filed pursuant to Section 708e below unless it has been reported to the Commission pursuant to 708g below not less than thirty (30) days prior to the filing of such Determination of Gas Cost Adjustment. **T**

§708c(5) Debit or credit entries for adjustments for entries described in Sections 708c(1) through 708c(4) for prior periods. **T T**

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§708d **Revision of Gas Cost Adjustment**

§708d(1) On or before July 1 of each year the Company will, by tariff advice letter, file a Determination of Gas Cost Adjustment as detailed in Section 708e below to reflect the change in the weighted average unit cost of gas for the ensuing twelve months. The annual revised gas cost adjustment will use the immediately preceding March 31st balance from the Gas Cost Balance Account.

§708d(2) In addition to the annual revision required by Section 708d(1) above, the Company may revise the Gas Cost Adjustment to reflect changes in the weighted average unit cost of gas by submitting a tariff advice letter to revise the information outlined in Section 708e. Revisions to the Gas Cost Adjustment may not occur more frequently than quarterly. The revised gas cost adjustment will be determined using the most recent month-end balance of the Gas Cost Balance Account available immediately preceding the filing date.

§708d(3) The revised Gas Cost Adjustment may be implemented immediately upon filing subject to subsequent Commission review and approval, and will be effective for all billings subsequent to the revision date.

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§708e **Determination of Gas Cost Adjustment**

(1)	Current Cost of System Base Gas Supply:				
	Approved Base Supply Contracts	Estimated Purchases* (A)	Estimated Unit Cost (B)	Total (A x B) (C)	
a)	Hilcorp APL-14	Mcf	$/Mcf	$	
b)	Furie Operating Alaska	Mcf	$/Mcf	$	
c)	Vision Resources	Mcf	$/Mcf	$	
d)	System Base Gas Supply	Mcf		$	
e)	Current Average Cost of System Base Gas Supply (C/A)		$/Mcf		
(2)	Additional Gas Supply:				
a)	Short Term Supply Contracts	Mcf	$/Mcf	$	
b)	Undetermined Supply	Mcf	$/Mcf	$	
c)	Gas Exchange Agreements	Mcf	$/Mcf	$	N
d)	Total Additional Gas Supply	Mcf		$	T
(3)	Gas Withdrawn From Storage	Mcf	$/Mcf	$	
(4)	FSS Storage Fees			$	
(5)	ISS Storage Fees			$	
(6)	Transportation Fees			$	
(7)	Total Current Cost of System Gas Supply (1d plus 2d, 3, 4, 5, & 6)	Mcf		$	T
(8)	Current Average Cost of System Gas Supply (C/A)		$/Mcf		
(9)	Balance of Gas Cost Balance Account at _____ __, _____. (March 31st for the annual revision, otherwise the most recent month-end balance available immediately preceding the filing date) (negative if credit balance)			$	
(10)	Other Adjustments			$	
(11)	Total (7, 9 - 10 above)			$	T
(12)	Mcf Sales *				
(13)	Weighted Average Unit Cost of Gas and Gas Cost Adjustment (11 divided by 12)			$ /Mcf	

* For the __ month period beginning _____ __, ____.

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§708f **Supply**

§708f(1) Base Supply Contracts

The base supply contracts are those contracts specified in Section 708e(1) above. Subject to Commission approval, additional base contracts with a term exceeding 12 months and having the effect of increasing the current average cost of system base gas supply will be made by filing with the Commission, 45 days prior to the proposed effective date of such addition or revision, a copy of such addition or revision. New base supply contracts or revisions of base supply contracts having the effect of decreasing the current average cost of system base gas supply become effective immediately without notification.

§708f(2) Additional Supply Contracts and Competitive Bid Gas

Additional contracts of less than one year's duration become effective immediately without notification. Gas purchased through the Company's competitive bidding program does not require Commission approval. Gas purchased under these additional contracts and under the competitive bidding program is considered an approved cost element and may be included in the entries described in Section 708c(1).

§708g **Gas Cost Balance Account Quarterly Report**

The Company shall file a report on the status of the Gas Cost Balance Account fifteen (15) days after the end of each calendar year quarter commencing July 15, 1981, and every quarter thereafter.

This report shall include price and volume of gas purchased and gas exchanged, with supporting invoices; volume of gas sold; amounts paid to any interruptible Customer pursuant to Commission ordered sharing of the costs of interruption with a supporting narrative description indicating dates, times and causes of interruptions; interruption cost sharing analyses supporting amounts paid, and the balance in said account; and/or quantitative support along with a narrative explanation of any disputes or billing corrections that the Company is aware of or anticipates. **C**

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§709 **Tax Adjustments**

§710 **Resale of Service**

Gas will not be supplied for submetering for resale by or to any owner, tenant, or occupant of any premises. The supply of gas by Company for the use of a Customer will be furnished directly to them through Company's meters.

The renting of premises with the cost of gas service included in the rental as an incident of tenancy will not be considered a resale of services.

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Section 800 – Continuity of Supply

§801 **Shortage and Interruption**

The Company will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against irregularities or interruptions.

In case of shortage of supply and during the period of such shortage, the Company will apportion its available supply of gas among all Customers in the most reasonable manner possible. The supply of gas for Commercial Use may be curtailed or discontinued at any time when it shall be necessary to do so in order to supply Residential Use Customers.

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§802 **Liability**

The Company shall not be liable for any loss, cost, damage, or expense to any Customer occasioned by any suspension, curtailment, or discontinuance by the Company for any of the reasons set forth in Section 408 of these Rules & Regulations, or occasioned by any failure to supply gas according to the terms of the Agreement for Service or by interruption of the supply if such failure or interruption is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or neglect on its part.

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Section 900 – Notices

§901 **Company Notices to Customer**

Notices by the Company to a Customer under this tariff may be given by mail, electronic mail, short message service, telephone, facsimile, personal visit, by leaving a notice (door tag) at the service address, or as specifically provided by the rule, agreement, contract, or rate schedule.

§901a If mailed, the notice will be enclosed in a sealed envelope and deposited postage prepaid with the United States Post Office, addressed to the billing address for the Customer contained in the Company's records, or an alternative address for notices contained in the Company's records as provided by any agreement, contract or communication with the Customer for that service location.

§902 **Customers' Notices to Company**

Notices by a Customer to the Company under this tariff may be given by the Customer (or the Customer's authorized agent) by mail, electronic mail, telephone, facsimile, as available via the Customer's web self-service account, delivered to or presented in person at the Company's offices listed in Section 102, or as specifically provided by the rule, agreement, contract, or rate schedule.

§902a If mailed, the notice must be enclosed in a sealed envelope, addressed to the Company's mailing address (P.O. Box 190288, Anchorage, Alaska 99519-0288) and deposited postage prepaid with the United States Post Office.

§902b Unless otherwise directed, electronic mail should be addressed to:
cs@enstarnaturalgas.com

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Section 1000 - Application of, Conflicts with, and Changes And Additions to Rules & Regulation and Rate Schedules

§1001 **Application of Rules & Regulations and Rate Schedules**

All Agreements for Service presently in effect, or that may be entered into in the future, are made expressly subject to these Rules & Regulations, and any modifications hereto that may be lawfully made and subject to all applicable existing Rate Schedules, and any lawfully made changes therein, substitutions therefor and additions thereto.

§1002 **Conflicts**

In case of conflict between any provision of the Rules & Regulations, Agreements for Service, and Rate Schedules, the provision of the Agreement for Service take precedence, followed by the provisions of the Rate Schedule.

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§1003 **Changes**

The Rules & Regulations, Agreements for Service, and the Rate Schedules may be changed or revised from time to time in accordance with the rules of procedure of authorities having jurisdiction.

No promise, agreement, or representation inconsistent with the Rules & Regulations, shall be binding upon the Company unless in writing signed by a duly authorized officer of the Company.

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Section 1200 - Interruption

§1205 Interruption Cost Sharing

§1205a General

This section incorporates the concepts of the Interruption Cost Sharing Agreement, required by the Alaska Public Utilities Commission (APUC) in Order U-83-38(6) dated February 14, 1984 and approved in Order U-83-38(9) dated July 5, 1984, modified for the advent of Transportation Service on ENSTAR's system and the availability of alternative sources of Gas and electrical generation supply to its customers.

§1205b Application

These provisions apply to all Customers (including Shippers) receiving Gas Sales Service or Firm Transportation Service.

§1205c Definitions

These are in addition to the terms set out Section 200.

§1205c(1) Interruption

The term "Interruption" shall mean the reduction in the amount of Gas supplied to the Customer, or the Customer's End Users if the Customer is a Shipper, by the Company due to shortfalls in Gas supply or system capacity. This could include a situation where a power company, at the request of the Company to reduce Gas usage, secures a substitute electric energy supply from another source (other than itself) and reduces the amount of Gas being supplied by the Company. A temporary Interruption may also be referred to as a curtailment.

§1205c(2) Replacement Energy Cost

The term "Replacement Energy Cost" shall mean the replacement cost for the delivered supply of oil, coal, substitute Gas supply or substitute electrical energy supply used by a Customer during an Interruption.

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§1205c(3) Interruption Expense

The term "Interruption Expense" shall mean the amount by which the Replacement Energy Cost (used during an Interruption) exceeds the cost of the same amount of Gas (on a BTU equivalency basis) for oil, coal or a substitute Gas supply plus the direct labor costs incurred during an Interruption which are in excess of those which would have been incurred if no Interruption had occurred. For a substitute electrical energy supply, Interruption Expense is the amount by which the cost of the substitute electrical energy supply exceeds the Gas and direct labor costs that the power generation plant would have incurred to generate the same amount of electricity if no Interruption had occurred.

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§1205d **Responsibility for Interruption Expense**

The general concept for assigning responsibility for Interruption Expense is that the "cost causer is the cost payer".

§1205d(1) Customer's (including Shipper's) Responsibility

§1205d(1)(a) In the case of a Customer receiving Firm Transportation Service, Interruption Expense resulting from the Customer's (Shipper's) Gas suppliers' failure to provide all of the Customer's (Shipper's) Gas needs shall be the responsibility of the Customer (Shipper).

§1205d(1)(b) Interruption Expense resulting from a power generation plant's generation equipment's failure to operate according to industry norms, which increases the demand on the Company's system, shall be reimbursed by that power generation company, even if the power generation plant is not receiving service from the Company. The Interruption Expense caused by such a failure by two or more power generation companies shall be divided between the companies in proportion to their causal responsibility. If a power exchange agreement is in effect when the interruption occurs, it shall be the power generation company whose system experienced the difficulty, rather than the one who drew the increased supply, that is responsible for payment of the Interruption Expense.

§1205d(1)(c) Expenses incurred by a Customer, or by the Customer's End Users or customers, caused by the Interruptions described in Section 1205d(1)(a) and 1205d(1)(b) above do not qualify as Interruption Expense and shall be borne by the Customer and the Customer's End Users or customers.

§1205d(2) The Company's Responsibility

§1205d(2)(a) The Company shall be responsible for Interruption Expense for an Interruption due to a failure of the Company's Gas suppliers (including backup arrangements) to provide all of the Company's gas need or a capacity restriction not determined to be a Customer's responsibility in accordance with the above section.

§1205d(2)(b) If the Company interrupts a Firm Transportation or Gas Sales Customer, or a Customer's End Users, in order to perform maintenance or for construction related activities on the Company's system, the Company shall be responsible for the resulting Interruption Expense.

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§1205e **Recovery of Interruption Expense Paid by the Company**

§1205e(1) Interruption Expense paid by the Company pursuant to Section 1205d(2)(a) shall be recovered from the Company's Gas Sales Customers under its Gas Cost Adjustment, as set out in Section 708.

§1205e(2) All Interruption Expense, other than that provided in Section 1205e(1) above, paid by the Company under this Section 1205 shall be recovered from the Firm Transportation Customers and the Company's Gas Sales Customers on a pro rata basis. The Firm Transportation Customer's pro rata share of the Interruption Expense shall be the amount of Interruption Expense times a fraction, the numerator of which is the amount of Gas delivered to each Firm Transportation Customer's Delivery Points during the Month of the Interruption and the denominator of which is the total amount of Gas delivered by the Company (i.e., Gas transported for others and Gas sold by the Company), excluding Gas delivered on an interruptible basis, during the Month of the Interruption. The remainder of the Interruption Expense will be recovered from the Company's Gas Sales Customers under its Gas Cost Adjustment (Section 708). Firm Transportation Delivery Points that are fully interrupted during the Interruption shall not be assessed Interruption Expenses under this Section 1205e(2), and the volumes for those Delivery Points shall be excluded from the calculation of the pro rata shares.

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§1205f **Reimbursement Procedures**

§1205f(1) Within one (1) week of the end of an Interruption, the Company shall notify its Firm Transportation Customers and the power generation companies that an interruption occurred, providing the date and time period of such an Interruption, and shall request that any party claiming reimbursement notify the Company, in writing, of its intent to claim reimbursement of Interruption Expense. The Company shall advise the other Firm Transportation Customers and power generation companies if it receives such a notification.

§1205f(2) Within sixty (60) days of the end of an Interruption, the party claiming reimbursement shall provide supporting documentation for the claim to the party(ies) from which it seeks reimbursement. Supporting documentation shall include, but not be limited to:

§1205f(2)(a) A schedule showing the time and duration of the Interruption.

§1205f(2)(b) A schedule showing the total Btu's utilized from coal or oil, or showing the total Mcf's of substituted Gas used, or the amount of substitute electrical energy purchased during the Interruption, along with the cost and supporting documentation.

§1205f(2)(c) A schedule showing any additional costs incurred for the Interruption with supporting documentation.

§1205f(2)(d) A schedule showing the calculation of expenses of the Interruption that may be reimbursed pursuant to this Section 1205.

§1205f(2)(e) A statement from the Firm Transportation Customer or the power generation company that its system was operating pursuant to industry norms.

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§1205f(3) The Company may secure substitute Gas for Firm Transportation Customers as the result of an Interruption, or to avoid an Interruption. The recipient of such substitute Gas, if they are not the party deemed to have caused the Interruption, shall reimburse the Company for the substitute Gas at the lower of the Company's actual cost or the cost of the Gas the recipient would have paid for its Gas had the interruption not occurred. Any shortfall between what the Company paid for the Gas and its reimbursement shall be an Interruption Expense, and a schedule showing the calculation shall be provided.

§1205f(4) All parties shall exchange the information required by this Section 1205 in a timely fashion.

§1205f(5) The deadlines imposed by this Section 1205f may be extended by the agreement of the affected parties.

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§1205g **Payments and Resolution of Disagreements**

§1205g(1) The burden of proof in claiming reimbursement for Interruption Expenses is on the party requesting reimbursement.

§1205g(2) In the event of a dispute regarding the operation of power generation plants, each power generation company will provide a summary of generation operations during the Interruption and the 24 hours preceding and following the Interruption. The summary shall include a list of all generating units in use during the period, including those not powered by Gas delivered through the Company's system, location, period of operation, reasons for start-up or shut-down, fuel source, and electrical power provided by unit per hour. The summary shall also include a list of generating units not in use, location of those units, and reasons for non use.

§1205g(3) Amounts not in dispute will be paid within 20 days of the date a statement is received.

§1205g(4) If a dispute cannot be resolved by the parties within sixty (60) days of the date a statement is received, then it shall be submitted to the RCA for resolution.

§1205h **Incorporation of Tariff**

This Section 1205 shall be read in conjunction with and incorporates by reference all non-conflicting provisions of the Company's tariff, of which this Section is a part, including Sections 409, 801, 802, 1605, 1620 and 1640. Nothing in this Section shall be construed to impose on the Company any liability for failure to provide Gas, except the liability to reimburse Interruption Expense as provided by this Section 1205.

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§1220 **Interruption Program**

§1220a **General**

This section will be applied in concert with Section 801 (Shortage and Interruption). In the case of shortage of supply, capacity and other emergency situations, the Company will apportion the available Gas supply and/or capacity among its Customers in the most reasonable manner possible given the circumstances at the time.

§1220b **Priorities**

Every shortage or emergency will have different circumstances and operational constraints, and the appropriate response by the Company will vary depending on those circumstances and constraints. Unless the Company determines that a different response is necessary or appropriate, the Company will, to the extent practical, attempt to apply the following priorities in the order listed with (1) being the highest priority for uninterrupted service and (8) being the lowest.

§1220b(1) Deliveries to Gas Sales Customers of the Company for Residential Use and the end use of hospitals, schools, churches and other human needs.

§1220b(2) Deliveries to Gas Sales Customers of the Company for Commercial Use in small facilities (defined as those End Users using less than 3,000 Mcf per day) and delivery of Gas for use in pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial or power plants.

§1220b(3) Deliveries to End Users that are not Gas Sales Customers of the Company for Residential Use and the end use of hospitals, school, churches and other human needs.

§1220b(4) Deliveries to End Users that are not Gas Sales Customers of the Company for Commercial Use in small facilities (defined as those End Users using less than 3,000 Mcf per day) and delivery of Gas for use in pilot lights or in accessory or auxiliary equipment essential to avoid serious damage to industrial or power plants.

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§1220b(5) Deliveries for Large End Users of Gas for fuel, power generation or as a raw material where an alternate fuel or supply cannot be used and operation and plant production or electric generation would be curtailed or shut down completely when Gas service is curtailed.

§1220b(6) Deliveries for Large End Users of Gas for boiler fuel or for other fuel users who can use alternative fuels or purchase wholesale electric power. Included in this category are power generation plants where an alternative electrical supply can be obtained from another source that does not exacerbate the shortage or emergency.

§1220b(7) Firm service being provided to electric generation plants for interruptible Economy Energy Sales sold on a non-firm basis by the electric generation plant. **C**

§1220b(8) Interruptible service made subject to interruption at the Company's sole discretion under contracts or the Company's tariff.

§1220c **Use of the Company's Gas Supply**

Nothing in this Section 1200 or Section 800 or elsewhere in this tariff obligates the Company to use the Gas supply it has obtained for its Gas Sales Customers to provide service to End Users that are not Gas Sales Customers of the Company.

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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:

Effective Period	Rate
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% I

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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, 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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Section 1900 - Schedule of Special Contracts

Customer	Contracted Service	Contract Effective Date	
Hilcorp Alaska, LLC	Contribution in Aid of Construction Agreement	August 16, 2012	
Chugach Electric Association	Transportation Service,	December 15, 2013	
Alaska Electric and Energy Cooperative	Transportation Service	January 1, 2014	
Golden Valley Electric Association, Inc.	Gas Sales Service	November 30, 2022	
Alaska Electric and Energy Cooperative and Homer Electric Association, Inc.	Gas Sales Service	April 1, 2024	
Chugach Electric Association, Inc. and Matanuska Electric Association, Inc.	Limited Scope South Central Power Pool Balancing Agreement	September 30, 2024	**N**

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Section 2000 – Rate Schedules - General Service

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§2001 **Schedule G1 - General Service 1**

§2001a **Application**

This rate applies to natural gas service to any Customer through a single meter for any purpose where the meter has a maximum Company rated capacity of 400 cubic feet per hour (CFH) or less. The maximum capacity of a G1 meter can be increased to 590 CFH for locations with a single high efficiency, on demand water heater with a rated capacity of under 250,000 BTUH (250 CFH) and still qualify for a G1 rate.

§2001b **Character of Service**

Natural gas having a heating value of approximately 1,000 BTU per cubic foot, but not less than 950 BTU per cubic foot.

§2001c **Monthly Rate**

Service Charge (Base):	$0.18459 per hundred cubic feet (Ccf)	**I**
Customer Charge:	$20.00	**I**

§2001d Service hereunder may be discontinued at any time at the request of the Customer when the premises are vacated or the service is no longer required. Otherwise, the service is to be continuous and, if seasonally disconnected, will be subject to a reconnection charge as set forth in the Section 2501k.

§2001e Rates shall further be adjusted each month in conformance with Section 708 of this tariff to reflect the Company's varying cost of gas. Rates may also be subject to local sales taxes.

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§2002 **Schedule G2 - General Service 2**

§2002a **Application**
This rate applies to natural gas service to any Customer through a single meter for any purpose where the meter has a maximum Company rated capacity of 401 cubic feet per hour (CFH), but no more than 649 CFH. The maximum capacity of a G2 meter can be increased to 839 CFH for locations with a single high efficiency, on demand water heater with a rated capacity of under 250,000 BTUH (250 CFH) and still qualify for a G2 rate.

§2002b **Character of Service**
Natural gas having a heating value of approximately 1,000 BTU per cubic foot, but not less than 950 BTU per cubic foot.

§2002c **Monthly Rate**

Service Charge (Base):	$0.11830 per hundred cubic feet (Ccf)	**I**
Customer Charge:	$43.75	**I**

§2002d Service hereunder may be discontinued at any time at the request of the Customer when the premises are vacated or the service is no longer required. Otherwise, the service is to be continuous and, if seasonally disconnected, will be subject to a reconnection charge as set forth in the Section 2501k.

§2002e **Gas Sales Service**
Rates shall further be adjusted each month in conformance with Section 708 of this tariff to reflect the Company's varying cost of gas. Rates may also be subject to local sales taxes.

§2002f **Transportation Service**
Customers may take Transportation Service under this rate schedule subject to Sections 1605 and 1640, and may be subject to the additional fees set out in Section 2561.

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§2003 **Schedule G3 – General Service 3**

§2003a **Application**

This rate applies to natural gas service to any Customer through a single meter for any purpose where the meter has a maximum Company rated capacity of 650 cubic feet per hour (CFH), but no more than 3,000 CFH. The maximum capacity of a G3 meter can be increased to 3,190 CFH for locations with a single high efficiency, on demand water heater with a rated capacity of under 250,000 BTUH (250 CFH) and still qualify for a G3 rate.

§2003b **Character of Service**

Natural gas having a heating value of approximately 1,000 BTU per cubic foot, but not less than 950 BTU per cubic foot.

§2003c **Monthly Rate**

Service Charge (Base):	$0.11642 per hundred cubic feet (Ccf)	**I**
Customer Charge:	$138.00	**I**

§2003d **Service Term**

Service under this schedule shall be for not less than twelve (12) consecutive months, except for Construction Heat provided under Section 601b(2) or Temporary Service under Section 603. Following the twelve (12) consecutive months, service is to be continuous and may not be seasonally disconnected, but service may be discontinued at the request of the Customer when the premises are vacated or the service is no longer required on a permanent basis. The Customer Charge on this service shall not be subject to cancellation for seasonal periods.

§2003e **Gas Sales Service**

Rates for Customers taking Gas Sales Service shall further be adjusted each month in conformance with Section 708 of this tariff to reflect the Company's varying cost of gas. Rates may also be subject to local sales taxes.

§2003f **Transportation Service**

Customers may take Transportation Service under this rate schedule subject to Sections 1605 and 1640, and may be subject to the additional fees set out in Section 2561.

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§2004 **Schedule G4 – General Service 4**

§2004a **Application**

This rate applies to natural gas service to any Customer through a single meter for any purpose where the meter has a maximum Company rated capacity over 3,000 cubic feet per hour and the Customer does not qualify for service under the rate schedules set out in Sections 2045 through 2251.

§2004b **Character of Service**

Natural gas having a heating value of approximately 1,000 BTU per cubic foot, but not less than 950 BTU per cubic foot.

§2004c **Monthly Rate**

Service Charge (Base):	$0.08108 per hundred cubic feet (Ccf)	**I**
Customer Charge:	$662.75	**I**

§2004d **Service Term**

Service under this schedule shall be for not less than twelve (12) consecutive months, except for Construction Heat provided under Section 601b(2) or Temporary Service under Section 603. Following the twelve (12) consecutive months, service is to be continuous and may not be seasonally disconnected, but service may be discontinued at the request of the Customer when the premises are vacated or the service is no longer required on a permanent basis. The Customer Charge on this service shall not be subject to cancellation for seasonal periods.

§2004e **Gas Sales Service**

Rates for Customers taking Gas Sales Service shall further be adjusted each month in conformance with Section 708 of this tariff to reflect the Company's varying cost of gas. Rates may also be subject to local sales taxes.

§2004f **Transportation Service**

Customers may take Transportation Service under this rate schedule subject to Sections 1605 and 1640, and may be subject to the additional fees set out in Section 2561.

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Section 2100 – Rate Schedules - Large Transportation-Firm

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§2101 **Transportation Service to Power Plants**

§2101a **Rates**

	(Volumetric) Rate Per Mcf	Monthly Customer Charge
§2101a(1) Reserved for Future Use		

§2101b The power plant named above is subject to varying interruptions of service as provided under Section 1200 above.

§2101c **Transportation Service**

The Customer at the location listed above in Section 2101a may take Transportation Service under this rate schedule subject to Sections 1605 and 1640 and may be subject to the additional fees set out in Section 2561.

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§2145 **Schedule MSFT – Mid-Sized Firm Transportation Service**

§2145a **Application**

§2145a(1) This rate schedule applies to Firm Transportation Service to:

§2145a(1)(a) Interior Alaska Natural Gas Utility (Interior Gas Utility or IGU) LNG Plant #1 located along the Company's Beluga to Anchorage Pipeline.

§2145a(1)(b) Alaska Electric and Energy Cooperative, Inc. Soldotna Combustion Turbine power plant located along the Company's Kenai to Anchorage Pipeline.

§2145a(2) This service shall be supplied under Sections 1605 and 1640, and

§2145a(3) The Firm Transportation Service Agreement between the Customer and the Company.

§2145b **Monthly Rate**

Service Charge (Base)-Volumetric Rate:
$0.2007 per thousand cubic feet (Mcf) **I**

Customer charge:
$11,260 per Month **I**

§2145c **Rate Adjustments**

Rates for service under this Schedule are subject to various charges and adjustments as approved by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge as outlined in Section 2401 and the additional fees set out in Section 2561. Rates may also be subject to local sales taxes.

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§2150 Schedule VLFT – Very Large Firm Transportation Service

§2150a Availability

Service under this rate schedule requires execution of a Very Large Firm Transportation Service Agreement with the Company.

§2150a(1) Service under Schedule VLFT – Very Large Firm Transportation Service (Section 2150) – is available only for large-volume end-use Transportation customers served directly from the Company's transmission system and having an estimated load factor of 65% or greater and a minimum Contracted Peak Demand of 5,000 Mcf. Load factor is calculated as average daily volumes divided by Contracted Peak Demand. Locations listed in Sections 2145 and 2101 that have specific rates are not eligible for service under this Schedule.

§2150a(2) The Company may limit the amount of Contracted Peak Demand and the delivery pressure requested by the Customer.

§2150a(3) The monthly volumetric rate, customer charge and demand charge applies to each individual Delivery Point receiving service under Schedule VLFT except for Shipper Chugach Electric Association ("Chugach"). The Contracted Peak Demand, and demand charge for the Chugach Delivery Points receiving service under this rate schedule will be aggregated and Chugach will be charged four customer charges per month. Volumes from individual Delivery Points for all other locations will not be combined or aggregated unless it is for the convenience of the Company.

§2150a(4) Service under this Schedule VLFT is exclusive. Locations receiving service under Schedule VLFT cannot receive service at the same time under a different rate schedule.

§2150b Monthly Rate

Volumetric Rate For All Gas Delivered Per Month:	$0.2171 per Mcf	**I**
Customer Charge:	$3,130 per Delivery Point	**I**
Demand Charge:	$5.25 per Month per Mcf of Contracted Peak Demand	**I**

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§2150c **Excess Demand**

In the event that a Shipper's actual Mcf per Day demand on any Day exceeds the Shipper's Contracted Peak Demand, then the Shipper shall pay in that Month a penalty as calculated below:

§2150c(1) Calculation of Excess Demand Penalty

The Excess Demand penalty is calculated as the product of:

1. The Shipper's actual Mcf per Day demand less the Shipper's Contracted Peak Demand;
2. The Mcf per Day demand charge (in Section 2050b above);
3. The number of Months the Transportation Service Agreement has been in effect or twelve (12), whichever is less; and
4. Two (2).

§2150c(2) Example of Calculation of Excess Demand Penalty

Assume that a Shipper has contracted for 10,000 Mcf per Day of Contracted Peak Demand in a Transportation Service Agreement that has been in effect for more than twelve months and that the Shipper's actual Mcf per Day demand during a day of a month covered by the Transportation Service Agreement was 12,000 Mcf per Day. The Excess Demand penalty would be calculated as follows:

[(12,000 – 10,000) X $5.25 X 12 X 2] = [2,000 X $5.25 X 12 X 2] = $252,000 **I**

§2150c(3) The Company will waive the Excess Demand penalty for any qualifying volumes caused by Economy Energy Sales to other power utilities. "Economy Energy Sales" include sales of energy sold on a non-firm basis and any Gas volumes resulting from transactions among Customers who are members of the then-current Amended and Restated Operations Agreement for Power Pooling and Joint Dispatch. Volumes for Economy Energy Sales which, combined with the other volumes for the Customer, exceed the Customer's Contracted Peak Demand are interruptible by the Company. To qualify for waiver:

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§2150c(3)(a) The Excess Demand must have occurred during non-peak conditions, when there were no pipeline, gas supply or operational constraints;

§2150c(3)(b) The estimated volumes associated with Economy Energy Sales must have been separately identified as such in the Customer's nomination(s) to the Company for the Day that the Excess Demand occurred and were accepted for delivery by the Company, and

§2150c(3)(c) The Customer must provide supporting documentation acceptable to the Company of the volumes used for the Economy Energy Sales within three business days after the Day in which the Customer exceeded its Contracted Peak Demand.

§2150d **Rate Adjustments**

Rates for service under this Schedule are subject to various charges and adjustments as approved by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge as outlined in Section 2401 and the additional fees set out in Section 2561. Rates may also be subject to local sales taxes.

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§2160 Schedule SCPPFT – South Central Power Pool Firm Transportation Service

§2160a Availability and Application

Service under this rate schedule is only available to Shippers Chugach Electric Association, Inc. ("Chugach") and Matanuska Electric Association, Inc. ("MEA") which are the signatories to the Amended and Restated Operations Agreement for Power Pooling and Joint Dispatch dated August 7, 2020. This service is supplied under Sections 1605 and 1640 and requires execution of a South Central Power Pool Firm Transportation Service Agreement ("SCPPFT TSA") between the Shipper and the Company. **T**

§2160a(1) Service under this Schedule SCPPFT is only available to the following Delivery Points: **T**

§2160a(1)(a) For Shipper Chugach, this service is available to these Delivery Points: Southcentral Power Project and the former Anchorage Municipal Light and Power Generation Plants 1, 2 and 2A. The Contracted Peak Demand and demand charge for the Chugach Delivery Points will be aggregated and Chugach will be charged four customer charges per month.

§2160a(1)(b) For Shipper MEA, this service is available to Eklutna Generation Station Delivery Point.

§2160a(2) The Contracted Peak Demand for all Shippers receiving service under this Schedule SCPPFT will be aggregated in determining a SCPPFT Excess Demand Penalty, if necessary, as set out in §2160c below.

§2160a(3) Service under this Schedule SCPPFT is exclusive. Delivery Points receiving service under Schedule SCPPFT cannot receive service at the same time under a different rate schedule. **T**

§2160b Monthly Rate

Volumetric Rate For All Gas Delivered Per Month:	$0.2171 per Mcf	**I**
Customer Charge:	$3,130 per Delivery Point	**I**
Demand Charge:	$5.25 per Month per Mcf of Contracted Peak Demand	**R**

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§2160c **SCPPFT Excess Demand Penalty** **N**

In the event that the total actual deliveries for all Shippers receiving service under Schedule SCPPFT exceeds the aggregated Contracted Peak Demand for all Shippers receiving service under Schedule SCPPFT on any given Day ("SCPPFT Excess Demand"), then a SCPPFT Excess Demand Penalty shall be assessed to the Shippers that exceed their individual Contracted Peak Demand based upon that Shipper's contribution to the SCPPFT Excess Demand.

§2160c(1) Calculation of SCPPFT Excess Demand Penalty

§2160c(1)(a) An individual SCPPFT Shipper's portion of SCPPFT Excess Demand for a given day is determined as follows:

§2160c(1)(a)(i) If the actual deliveries for each Shipper exceeds that Shipper's Contracted Peak Demand, then that amount for each Shipper is that Shipper's portion of the SCPPFT Excess Demand.

§2160c(1)(a)(ii) If only one Shipper's actual deliveries exceeds that Shipper's Contracted Peak Demand, then that Shipper's portion of portion of the SCPPFT Excess Demand is the entire amount of SCPPFT Excess Demand.

§2160c(1)(c) The SCPPFT Excess Demand Penalty assessed to an individual SCPPFT Shipper for a given Day is calculated as the product of:

§2160c(1)(c)(i) The individual SCPPFT Shipper's portion of SCPPFT Excess Demand;

§2160c(1)(c)(ii) The Mcf per Day demand charge (in Section 2160b above);

§2160c(1)(c)(iii) The number of Months the Shipper's SCPPFT Transportation Service Agreement has been in effect or twelve (12), whichever is less; and

§2160c(1)(c)(iv) Two (2).

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§2160c(2) Example 1 of Calculation of SCPPFT Excess Demand Penalty

Assume that: (1) SCPPFT Shipper "A" has contracted for 20,000 Mcf per Day of Contracted Peak Demand in a SCPPFT TSA that has been in effect for more than twelve months and that the Shipper A's actual deliveries during a Day was 21,000 Mcf, and (2) SCPPFT Shipper "B" has contracted for 50,000 Mcf per Day of Contracted Peak Demand in a SCPPFT TSA that has been in effect for more than twelve months and that the Shipper B's actual deliveries during a Day was 52,000 Mcf. Thus, the aggregated SCPPFT Contracted Peak Demand is 70,000 Mcf per day and the SCPPFT Excess Demand is 3,000 Mcf per Day and both Shippers exceeded their Contracted Peak Demand.

§2160c(2)(a) Calculation of Excess Demand Penalty for SCPPFT Shipper A:

§2160c(2)(a)(i) SCPPFT Shipper A's portion of SCPPFT Excess Demand (in Mcf) = Shipper A's actual deliveries – Shipper A's Contracted Peak Demand = (21,000 Mcf - 20,000 Mcf) = 1,000.

§2160c(2)(a)(ii) Shipper A's SCPPFT Excess Demand Penalty:
[(1,000) X $5.25 X 12 X 2] = [1,000 X $5.25 X 12 X 2] = $126,000 **R**

§2160c(2)(b) Calculation of Excess Demand Penalty for SCPPFT Shipper B:

§2160c(2)(b)(i) SCPPFT Shipper B's portion of SCPPFT Excess Demand (in Mcf) = Shipper B's actual deliveries – Shipper B's Contracted Peak Demand = (52,000 – 50,000) = 2,000.

§2160c(2)(b)(ii) Shipper B's SCPPFT Excess Demand Penalty:
[(2,000) X $5.25 X 12 X 2] = [2,000 X $5.25 X 12 X 2] = $252,000 **R**

§2160c(3) Example 2 of Calculation of SCPPFT Excess Demand Penalty

Assume the same conditions as Example 1 except that SCPPFT Shipper A's actual deliveries during the Day was 19,000 Mcf. Thus, the SCPPFT Excess Demand is only 1,000 Mcf, which becomes SCPPFT Shipper B's portion of SCPPFT Excess Demand because Shipper B is the only Shipper to exceed its Contracted Peak Demand.

§2160c(3)(a) Calculation of Excess Demand Penalty for SCPPFT Shipper B:
[1,000 X $5.25 X 12 X 2] = $126,000 **R**

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§2160c(4) The Company will waive the Excess Demand penalty for any qualifying volumes caused by Economy Energy Sales to other power utilities that are not served under this Schedule SCPPFT or under Schedule VLFT. Economy Energy Sales are sales of energy sold on a non-firm basis. Volumes for Economy Energy Sales which, combined with the other volumes for the Customer, exceed the Customer's Contracted Peak Demand are interruptible by the Company. To qualify for waiver:

§2160c(4)(a) The Excess Demand must have occurred during non-peak conditions, when there were no pipeline, gas supply or operational constraints;

§2160c(4)(b) The estimated volumes associated with Economy Energy Sales must have been separately identified as such in the Customer's nomination(s) to the Company for the Day that the Excess Demand occurred and were accepted for delivery by the Company, and

§2160c(4)(c) The Customer must provide supporting documentation acceptable to the Company of the volumes used for the Economy Energy Sales within three business days after the Day in which the Customer exceeded its Contracted Peak Demand.

§2160d **Rate Adjustments**

Rates for service under this Schedule are subject to various charges and adjustments as approved by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge as outlined in Section 2401 and the additional fees set out in Section 2561. Rates may also be subject to local sales taxes.

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Section 2200 – Rate Schedules - Large Transportation- Interruptible

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§2201 Schedule IIT - Interruptible Industrial Transportation Service

§2201a Application

This rate schedule applies to Customers receiving service under Section 1620, Interruptible Transportation Service.

§2201b Monthly Rate

Charge For All Gas Delivered Per Month:

First	100,000 Mcf or less	$21,760	I
Remaining Volumes		$0.2181 Per Mcf	I

There is no charge for any month which volumes are not transported.

§2201c Rate Adjustments

Rates for service under Schedule IIT are subject to various charges and adjustments as approved by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge as outlined in Section 2401 and the additional fees set out in Section 2561. Rates may also be subject to local sales taxes.

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§2251 Schedule ITS - Interruptible Transportation Service to Storage

§2251a Application

This rate schedule is only available for Interruptible Transportation Service for deliveries of natural gas to the Pretty Creek underground storage fields. The terms and conditions for service are those provided in Section 1620, Terms and Conditions for Interruptible Transportation Service.

§2251b Rate

Volumetric Rate For All Gas Delivered Per Year: $0.2181 per Mcf **I**

There is no charge for any month which volumes are not transported, however there is a minimum charge of $19,800 for each Year in which gas is transported under this rate schedule. **I**

§2251c Rate Adjustments

Rates for service under Schedule ITS are subject to various charges and adjustments as approved by the Regulatory Commission of Alaska including, but not limited to, the Regulatory Cost Charge as outlined in Section 2401 and the additional fees set out in Section 2561. Rates may also be subject to local sales taxes.

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Section 2300 – Adjustments to Gas Sales Rate Schedules

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§2301 **Determination of Gas Cost Adjustment**

		Approved Base Supply Contracts	Estimated Purchases* (A)	Estimated Unit Cost (B)	Total (A x B) (C)	
(1)		Current Cost of System Base Gas Supply:				
	a)	Hilcorp APL-14	27,830,000 Mcf	$8.7837/Mcf	$ 244,450,000	R
	b)	Furie Operating Alaska	5,816,000 Mcf	$12.8023/Mcf	$ 74,458,000	I
	c)	Vision Resources	298,000 Mcf	$7.6946/Mcf	$ 2,293,000	R
	d)	System Base Gas Supply	33,944,000 Mcf		$ 321,201,000	I
	e)	Current Average Cost of System Base Gas Supply (C/A)		$9.4627/Mcf		I
(2)		Additional Gas Supply:				
	a)	Short Term Supply Contracts	3,203,000 Mcf	$12.30/Mcf	$ 39,397,000	I
	b)	Undetermined Supply	0		$ –	
	c)	Total Additional Gas Supply	3,203,000 Mcf	$12.30/Mcf	$ 39,397,000	I
(3)		Gas Withdrawn From Storage	802,000 Mcf	$10.091/Mcf	$ 8,093,000	R
(4)		FSS Storage Fees			$ 24,488,000	R
(5)		ISS Storage Fees			$ –	
(6)		Transportation Fees			$ 3,425,000	I
(7)		Total Current Cost of System Gas Supply (1d plus 2c, 3, 4, 5, & 6)	37,949,000 Mcf		$ 396,604,000	I
(8)		Current Average Cost of System Gas Supply (C/A)		$10.4510/Mcf		I
(9)		Balance of Gas Cost Balance Account at March 31, 2026. (March 31st for the annual revision, otherwise the most recent month-end balance available immediately preceding the filing date) (negative if credit balance)			$ 15,638,403	T,I
(10)		Other Adjustments			$ –	
(11)		Total (7, 9, and 10 above)			$ 412,242,403	I
(12)		Mcf Sales *			37,939,000	I
(13)		Weighted Average Unit Cost of Gas and Gas Cost Adjustment (11 divided by 12)			$ 10.8659/Mcf	I

* For the 12-month period beginning July 1, 2026. T

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§2302 **Excess Royalties Charge**

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§2303 **Gas Supply Agreement Approval Charge**

Beginning with the first billing cycle of the month following RCA approval, the Utility shall include in its billings to Gas sales Customers a Gas Supply Agreement Approval Charge (GSA Charge) of $0.0016 per Mcf. The GSA Charge shall be added to all Gas sales bills until the lump sum amount of $173,676.71 is collected.

The Utility shall file annually an accounting of the collection of the lump sum amount through the GSA Charge. The report shall be included with the annual filing required under the Gas Cost Adjustment, Section 708 of this tariff.

As of the last billing cycle of October 2007, the lump sum amount authorized for recovery had been collected and the charge has expired.

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Section 2400 – Adjustments to All Rate Schedules

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§ 2401 **Regulatory Cost Charge**

§ 2401a The Regulatory Cost Charge is a special surcharge applied to all regulated retail Customer billings to pay the utility's share of the budget of the Commission.

§ 2401b	Regulatory Cost Charge	0.362% of billing	I

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§2403 **Homer Extension Surcharge**

§2403a The Homer Extension Surcharge is a surcharge applied to all Gas Sales and Transportation Service bills for Gas delivered in the Homer Extension Surcharge Area until the Net Total Actual Costs associated with the Anchor Point to Homer pipeline (the "Homer Extension") are recovered or until June 30, 2032, whichever is earlier.

§2403b The Net Total Actual Costs for the Homer Extension include total net construction costs of $2,550,000, rate of return and income taxes and the amortization of Accrued Carrying Costs. The rate of return used will be the most recent cost of debt for the Company approved or accepted by the Commission. Accrued Carrying Costs (accrued rate of return and income taxes net of excess accumulated deferred income taxes related to the Homer Extension Surcharge) of $757,177 as of December 31, 2018, will be amortized over 13 ½ years as part of Net Total Actual Costs.

§2403c Homer Extension Surcharge $1.00 per Mcf ($0.10 Per Ccf)

§2403d The Utility shall provide the parties from Docket U-19-014 and the Commission with a quarterly accounting of the collection of the Surcharge within 30 days after the end of each calendar quarter while the surcharge is in effect. It will file an annual accounting at the same time that it files its annual report to the Commission.

§2403e The Homer Extension Surcharge Area is that portion of the Company's certificated service area (Area 6) more fully delineated as:

Township 4 South, Range 10 West, Sections: 30 and 31
Township 4 South, Range 11 West, Sections: 13 - 15, 20 - 28, and 33 - 36
Township 5 South, Range 11 West, Sections: 2 - 9 and 17 - 20
Township 5 South, Range 12 West, Sections: 7 - 35
Township 5 South, Range 13 West, Sections: 7 - 36
Township 5 South, Range 14 West, Sections: 13 - 36
Township 5 South, Range 15 West, Sections: Those portions of 3 and 4 South and West of the Anchor River, 5, 8, 9, those portions of 10, 11 and 12 South and West of the Anchor River, 13 - 16, 21-27, and 35 - 36
Township 6 South, Range 12 West, Sections: 4 - 7
Township 6 South, Range 13 West, Sections: 1 - 12, 14 - 23, 26 -29, and 34 - 36
Township 6 South, Range 14 West, Sections: 1 - 17, and 22 - 24
Township 6 South, Range 15 West, Sections: 1
Township 7 South, Range 13 West, Sections: 1 and 2
(All the above with reference to the Seward Meridian)

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Section 2500 – Other Schedules and Fees

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§2501 **SCHEDULE OF FEES AND CHARGES**

	Rule	Service or Charge	Amount 2026	Amount 2027	C
§2501a	601b(1)	Service Line Installation Fees			
§2501a(1)	601b(1)(a)	Service piping sized less than 2”			
		Basic Service Line Installation Fee	$ 1,091	$ 1,140	**I**
		Excess Footage Charge (Per Foot)	$ 2.00	$ 2.00	
§2501a(2)	601b(1)(b)	Service piping sized 2” or greater	½ Cost*	½ Cost*	
§2501b	601c	Meter Installation Charge			
		Meter Size:			
		G1	$ 250	$ 253	**I**
		G2	$ 465	$ 504	**I**
		G3 Low	$1,021	$1,061	**I**
		G3 Mid	$1,329	$1,348	**I**
		G3 High	$3,452	$3,226	**R**
		G4 Low	$3,677	$3,767	**I**
		G4 High	$5,411	$4,439	**R**
		Meter sized greater than 5000	Cost*	Cost*	
§2501c	601c(2)	Electronic Meter Reading Device (ERD) ERD’s are included in all installations as a portion of the meter cost.	None	None	
§2501d	601c(2)	Remote metering equipment, data telemetry	Cost*	Cost*	
§2501e		*Cost includes the cost of materials, installation and overheads.			

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	Rule	Service or Charge	Amount
§2501f	408a(l)(a)	Late Payment Fee	$ 2.00
§2501g	408a(1)(a)	Finance Charge	0.875% on past due amount
§2501h	408a(3)(b)	Field Contact Fee	$20.00
§2501i	408a(4)(d)	Declined Payment Fee	$25.00
§2501j	408h	Delinquent Account Reconnect Fee	
		During Office Hours	$100.00
		Outside Office Hours	$140.00
		Call-Out Reconnect	$240.00
§2501k	408h	Standard Reconnect Fee	
		During Office Hours	$65.00
		Outside Office Hours	$85.00
		Call-Out Reconnect	$95.00
§2501l	702a	Meter Test Fee	
		Meter Size:	
		200 to 800	$ 50.00
		1000 to 2300	$150.00
		Larger than 2300	½ of Actual Cost

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§2561 **SCHEDULE OF FEES AND CHARGES - TRANSPORTATION SERVICE**

	Rule	Service or Charge	Amount
§2561a	1605e(4)(c)	Over and Under Supply Penalties (Effective September 1, 2005)	
		Over Supply	2.5 times the price per Mcf of the Company's highest Gas purchase for its system use on the Day the penalty is incurred.
		Under Supply	2.5 times the price per Mcf of the higher of either the Gas secured by the Company to supply the Under Supply or the Company's highest Gas Purchase for its system use on the Day the penalty is incurred. This is in addition to the cost of replacement Gas that may have been secured by the Company to Supply the Under Supply.

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§2561 **SCHEDULE OF FEES AND CHARGES – TRANSPORTATION SERVICE**
(Continued)

Rule	Service or Charge	Amount
§2561b	**Meter Read Fee (Monthly, per Meter):** In lieu of installing data telemetry and/or remote metering equipment at a Delivery Point receiving transportation service, the Shipper will pay the Company a Meter Read Fee each Month for the Company to manually read the Delivery Point meter out of the Company's normal meter reading sequence.	$ 3.00

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Section 2600 – Construction Fees and Allowances

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§2601 **Standard Construction Costs and Standard Load Allowances To Be Used in Computing Main Extensions**

§2601a **Standard Construction Costs**	**2026**	**2027**	**C**
Installed price of 2-inch plastic Main Pursuant to Section 602b(1)	$29.25 Per Foot	$30.72 Per Foot	**I**

§2601b **Standard Load Allowances**

2026 **C**

Customer Class	Embedded Cost Per Customer	Average Load Per Customer (Mcf)	Standard Load Allowance Per Mcf of Estimated Load
G1	$ 811	140	$5.78
G2	$ 1,932	362	$5.34
G3	$ 5,983	1,149	$5.21
G4	$37,841	7,367	$5.14

2027 **C**

Customer Class	Embedded Cost Per Customer	Average Load Per Customer (Mcf)	Standard Load Allowance Per Mcf of Estimated Load	
G1	$ 990	140	$7.07	**I**
G2	$ 2,190	359	$6.09	**I**
G3	$ 6,812	1,145	$5.95	**I**
G4	$39,574	7,380	$5.36	**I**

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§2701 **Standard Meter Allowances To Be Used in Computing Meter Set Installation Fees**

2026 **C**

Customer Class	Embedded Cost Per Customer	Average Load Per Customer (Mcf)	Standard Meter Allowance Per Mcf of Estimated Load
G1	$ 187	140	$1.33
G2	$ 297	362	$0.82
G3	$ 1,235	1,149	$1.07
G4	$ 3,218	7,367	$0.44

2027 **C**

Customer Class	Embedded Cost Per Customer	Average Load Per Customer (Mcf)	Standard Meter Allowance Per Mcf of Estimated Load	
G1	$ 187	140	$1.34	**I**
G2	$ 297	359	$0.83	**I**
G3	$ 1,235	1,145	$1.08	**I**
G4	$ 3,218	7,380	$0.44	

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