

Agenda Date: 09/30/14

Agenda Item: 2H

**ENERGY** 

## STATE OF NEW JERSEY

Board of Public Utilities 44 South Clinton Avenue, 9<sup>th</sup> Floor Post Office Box 350 Trenton, New Jersey 08625-0350 www.nj.gov/bpu/

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IN THE MATTER OF THE PETITION OF SOUTH JERSEY GAS COMPANY FOR APPROVAL OF INCREASED BASE TARIFF RATES AND CHARGES	) DECISION AND ORDER ) APPROVING STIPULATIONS
FOR GAS SERVICE AND OTHER TARIFF REVISIONS;	) DOCKET NO. GR13111137
IN THE MATTER OF THE BOARD'S ESTABLISHMENT OF A GENERIC PROCEEDING TO REVIEW THE PRUDENCY OF COSTS INCURRED BY NEW JERSEY UTILITY COMPANIES IN RESPONSE TO MAJOR STORM EVENTS IN 2011 AND 2012; AND	) ) ) ) DOCKET NO. AX13030196
IN THE MATTER OF THE BOARD'S ESTABLISHMENT OF A GENERIC PROCEEDING TO REVIEW THE PRUDENCY OF THE COSTS INCURRED BY SOUTH JERSEY GAS COMPANY IN RESPONSE TO MAJOR STORM EVENTS IN 2011 AND 2012	) ) ) ) DOCKET NO. GO13060600

#### Parties of Record:

Ira G. Megdal, Esq., on behalf of South Jersey Gas Company Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

#### BACKGROUND AND PROCEDURAL HISTORY

On March 20, 2013, the New Jersey Board of Public Utilities ("Board") issued an Order establishing a generic proceeding to examine the prudency of costs incurred by New Jersey utilities in response to Major Storm Events<sup>1</sup> in 2011 and 2012.<sup>2</sup> The Order directed any utility

<sup>&</sup>lt;sup>1</sup> Major Storm Event is defined as sustained impact on or interruption of utility service resulting from conditions beyond the control of the utility that affect at least 10 percent of the customers in an operating area and are due to a utility's documentable need to allocate field resources and restore service to affected areas. March 20 Order at 2.

<sup>&</sup>lt;sup>2</sup> In re: the Board's Establishing a Generic Proceeding to Review the Prudency of Costs Incurred by NJ Utility Companies in Response to Major Storm Events in 2011 and 2012, 8PU Docket No. AX13030196, March 20, 2013. ("March 20 Order")

seeking reimbursement from ratepayers to file a detailed expense report by July 1, 2013, for evaluation and prudency review of the costs incurred.

On June 28, 2013, South Jersey Gas Company ("SJG" or "Company") filed a petition requesting that it be authorized to defer incremental Operations and Maintenance ("O&M") expenses associated with Superstorm Sandy ("Storm Costs Petition"). According to the Storm Costs Petition, SJG had incurred O&M expenses of approximately \$718,891 related to Superstorm Sandy through May 31, 2013 ("Storm Cost Deferral"). The Company proposed that it would seek to recover these costs, amortized over an appropriate period of time, in its next base rate case proceeding ("Storm Costs Proceeding").

By Order dated November 22, 2013, the Board retained the Storm Costs Proceeding and designated President Dianne Solomon as the presiding commissioner with authority to rule on all motions that might arise during the proceeding, and to set a schedule that would secure a just and expeditious determination of the issues. By Order dated February 7, 2014, President Solomon issued a prehearing order in the matter which approved a schedule for the Storm Costs Proceeding. By an Order dated June 10, 2014, on request of the parties, President Solomon issued a revised hearing and discovery schedule.

Pursuant to N.J.S.A. 48:2-21 and N.J.S.A. 48:2-21.2, on November 29, 2013, SJG filed a petition ("Rate Case Petition") with the Board to increase its base tariff rates and charges for gas service, and implement certain other tariff revisions. The Rate Case Petition sought an increase in operating revenues, adjusted for Sales and Use Tax ("SUT") of approximately \$62.6 million or 13.5% over the then projected \$463 million in operating revenues. According to the Company, the revenue increase requested in the Rate Case Petition gives effect to the revenue requirement roll-in from SJG's Capital Investment Recovery Tracker ("CIRT") and Conservation Incentive Program ("CIP"). In addition, SJG sought to recover the O&M expenses related to Superstorm Sandy of approximately \$736,785 as requested in the Storm Costs Petition via a three-year amortization.

In addition, the Rate Case Petition revenue request included revenue associated with the roll-in to rate base of investments made pursuant to the Accelerated Infrastructure Replacement Program ("AIRP"), previously approved by the Board. According to the Company, after elimination of the effects of these previously approved AIRP investments, the true incremental effect of the Company's proposal in the Rate Case Petition was a revenue increase of approximately \$53.6 million, or 11.5%.

In the Rate Case Petition, SJG proposed a test year ending June 30, 2014. As originally filed, the Rate Case Petition was based upon three months of actual data and nine months of estimated data. On July 30, 2014, the Company filed its twelve-month ("12+0") update consisting of 12 months of actual data reflecting a net revenue increase of approximately \$54.5 million, including the impact of the roll-in of AIRP investments. The O&M expenses related to Superstorm Sandy were updated to \$736,779 in the Company's 12+0 update.

On December 7, 2013, the Rate Case Petition was transmitted by the Board to the Office of Administrative Law ("OAL") and was assigned thereafter to Administrative Law Judge ("ALJ") W. Todd Miller. On February 18, 2014, a prehearing conference was conducted by ALJ Miller and on February 19, 2014, ALJ Miller issued a pre-hearing order establishing procedures and hearing dates for the conduct of the rate case.

On February 26, 2014, the Board filed a letter with the OAL in the rate case proceeding (Docket No. GR13111137) directing that those portions of the rate case pertaining to the recovery of Major Storm Event expenditures be returned to the Board for consideration in the Storm Costs Proceeding.

After notice in newspapers of general circulation within SJG's service territory, and the serving of notice upon affected municipalities and counties within the Company's service area, two public hearings were held in Voorhees, New Jersey on May 7, 2014. No members of the public appeared at the public hearings. The Board received written comments from James Meehan, a resident of Clarksboro, New Jersey, on or about May 5, 2014, in response to the Rate Case Petition. In his comments, Mr. Meehan indicated that he is opposed to the proposed rate increase and requested that the Board deny the relief sought by the Company in the Rate Case Petition.

After engaging in discovery and settlement negotiations, on September 11, 2014, the Company, the New Jersey Division of Rate Counsel ("Rate Counsel") and Board Staff ("Staff") (collectively, the "Parties") executed a stipulation of settlement of the Major Storm Costs Petition ("Storm Costs Stipulation") and a separate stipulation settling the base rate case ("Rate Case Stipulation").

# THE PROPOSED STIPULATIONS<sup>3</sup>

#### Storm Cost Stipulation:

- 16. The Parties agree the Storm Cost Deferral amount of \$736,779 was reasonably and prudently incurred by the Company. The Parties agree that this amount represents the total recoverable incremental O&M costs incurred by the Company as a result of Superstorm Sandy and the other Major Storm Events identified in the March 20 Order. SJG may seek to recover any capital costs resulting from Superstorm Sandy or other Major Storm Events in a base rate proceeding.<sup>4</sup>
- 17. The revenue requirement of \$20 million agreed upon in the Rate Case Stipulation reflects a three-year amortization of the Storm Cost Deferral commencing on the date that revised rates established in that docket become effective.
- 18. The Parties agree with this amortization.

#### Rate Case Stipulation:

15. The Parties agree that the test year ending June 30, 2014, adjusted for known and measurable changes, is appropriate for use in this case.

<sup>&</sup>lt;sup>3</sup> Although described at some length in this Order, should there be any conflict between this summary and the stipulations, the terms of the stipulations control, subject to the findings and conclusions in this Order.
<sup>4</sup> The recovery of capital expenditures in-service as of June 30, 3014, totaling \$681,777, associated with the replacement of regulators that were submerged in flood waters during Superstorm Sandy is addressed in the base rate case. SJG may seek to recover any additional Major Storm Event capital costs in-service after June 30, 2014 in a future base rate case.

- 16. The Parties agree that South Jersey's revenues from base rates should be increased by \$20 million, exclusive of effective for service rendered on and after October 1, 2014, or on such other date as the Board deems appropriate. This \$20 million revenue increase includes approximately \$7.5 million of revenues (exclusive of SUT) associated with the roll-in to rate base of AIRP investments in service as of the test year ending June 30, 2014, totaling \$56,556,712, as well as known and measurable AIRP investments that will be in service as of September 30, 2014, totaling approximately \$13,409,665 (including AFUDC and carrying costs). That is, rate base utilized to derive the \$20 million revenue increase includes certain AIRP projects which the Parties have agreed will be rolled into rate base in this case. Attached to the Rate Case Stipulation as Exhibit A are Schedules entitled "AIRP Projects in Service as of June 30, 2014" and "AIRP Projects to be Placed in Service Between July 1, 2014 and September 30, 2014." These schedules reflect AIRP investments which have been rolled into rate base in this proceeding.
- 17. The Parties agree that an appropriate overall rate of return is 7.10%. This 7.10% is based upon a capital structure with 51.90% common equity with a cost rate of 9.75%, 46.59% long term debt with a cost rate of 4.36% and 1.51% short term debt with a cost rate of 0.30%. As a result of the Rate Case Stipulation, after giving effect to the roll-in to rate base of the AIRP assets, the typical residential sales service customer, using 100 therms of gas during a winter month, will receive an increase of \$7.81 or 6.1% on the monthly bill from \$127.22 to \$135.03. The average residential heating customers using 776 therms annually will receive an increase of \$63.60 or 6.2% in their annual energy costs.
- 18. The revenue requirement of \$20 million reflects a three-year amortization of the Storm Cost Deferral.
- The stipulated revenue requirement reflects an adjustment for consolidated federal income taxes.
- 20. The Parties agree that the Margin Revenue Factors and the monthly Baseline Usage per Customer ("BUC") set forth in the Company's current CIP tariff must be updated in order to align these aspects of the CIP with the Board's approval of new rates in this proceeding. The new Margin Revenue Factors will be:

Group I (RSG non-heating): \$0.498637 per therm Group II (RSG heating): \$0.498637 per therm Group III (GSG): \$0.398903 per therm Group IV (GSG-LV): \$0.216751 per therm

The new BUC will be as follows for each customer class:

	Group I: RSG	Group II: RSG	Group III:	Group IV:
Month	Non-Heating	Heating	GSG	GSG-LV
Oct.	13.6	34.1	218.6	10,817.7
Nov.	13.7	76.8	445.8	17,479.9
Dec.	20.7	126.4	613.3	25,743.1
Jan.	23.5	157.0	645.9	29,051.9
Feb.	23.3	135.3	622.2	24,583.0
Mar.	27.7	104.3	512.4	21,049.1
Apr.	19.7	51.9	261.6	14,872.7
May	14.0	29.6	160.2	10,250.2
Jun.	11.4	15.6	118.4	7,627.9
Jul.	11.5	14.7	104.0	6,817.7
Aug.	11.2	13.3	130.5	5,906.0
Sep.	10.0	16.8	122.4	5,283.1
Total Annual	200.3	775.8	3955.3	179,482.3

- 21. The Company had, at one time, accounted for post-in service CIRT II, CIRT III and AIRP projects as accruing Allowance for Funds Used During Construction ("AFUDC"). However, a change in accounting was made to reflect these accruals as "Carrying Costs" rather than as Allowance for Funds Used During Construction AFUDC. The Carrying Costs have no equity component. This has caused the Company to incur additional income taxes, which it has deferred. Thus, as a direct result of this change in methodology, the Company has incurred a deferred tax balance on its balance sheet (the "Deferred AFUDC Equity Taxes"). The Parties agree that the Company will continue to record Deferred AFUDC Equity Taxes associated with AIRP projects on its balance sheet, and will amortize existing Deferred AFUDC Equity Taxes consistent with paragraph 22 of the Rate Case Stipulation
- 22. The Parties agree that the rate increase set forth earlier in the Rate Case Stipulation reflects an amortization of the following balance sheet accounts for periods not exceeding 36 months:
  - A. The Storm Cost Deferral
  - B. Rate Case Expense
  - C. Overland Consulting Affiliated Transactions and Comprehensive Management Audit
  - D. Deferred Pipeline Integrity Management Costs
  - E. Deferred AFUDC Equity Taxes

- 23. The rates established in the Rate Case Stipulation reflect the amortization of a \$700,000 call premium on the retirement of Petitioner's 7.7% Medium Term Note (due in 2027) retired in February of 2012. This premium is being amortized over the life of the replacement long term debt (\$35,000,000, 3.74% Medium Term Note, due 2032).
- 24. The rates established in the Rate Case Stipulation provide for continued deferred accounting treatment for unrealized gains and losses resulting from mark-to-market accounting requirements. Further, any realized gains or losses resulting from an early termination of interest rate swaps will be deferred until the next base rate case.
- 25. Attached to the Rate Case Stipulation as Exhibit B is a schedule entitled "Schedule of Approved Accrual Rates." The Parties agree that these are the accrual rates for depreciation which the Company shall utilize on a plant account by plant account basis from and after the effective date of an Order of the Board accepting the Rate Case Stipulation, until further order of the Board.
- 26. From and after the effective date of a Board Order accepting the Rate Stipulation, the Company will record an annual net negative salvage allowance of \$2,390,167, until further order of the Board. This amount along with ongoing net salvage amounts incurred shall be charged to Account No. 254 as a regulatory liability.
- 27. From and after the effective date of a Board Order accepting the Rate Case Stipulation, the Company will debit account number 254-Other Regulatory Liability and credit depreciation expense, an annual amount of \$1,060,130 per year for 36.25 years for the return to customers of "Non-Legal Asset Retirement Obligations" of \$38,429,701.
- 28. The Parties further stipulate that the Company will be made whole for actual future cost of removal. For example, in the event of an unforeseen retirement where the prudently-incurred net negative salvage is in excess of the Non-Legal Asset Retirement Obligations balance on the Company's balance sheet, the Company would not be required to absorb a loss for the amount of the net negative salvage in excess of the balance sheet balance. The parties reserve their rights to argue their respective positions as to the net salvage amounts charged to Account No. 254 and the time period allowed to recover any net negative salvage amounts in excess of the balance in Account No. 254 in subsequent rate cases.
- 29. SJG withdraws its request for a Phase II proceeding.
- 30. Concerning federally mandated transmission and distribution Pipeline Integrity Management programs, the Company may continue to defer all costs incurred in connection with such programs on its books, and may recover all such prudently incurred costs and related carrying charges in its next base rate case proceeding, subject to review by the Board. The Company will book carrying costs at the interest rate utilized for the Company's Societal Benefits Charge.

- 31. Attached to the Rate Case Stipulation as Exhibit C is a schedule entitled "South Jersey Gas Company, Base and Total Revenues at Present and Proposed Rates". The Parties stipulate that this schedule represents the rate design and billing determinants to be utilized in this case.
- 32. The Parties stipulate and agree that SJG's Returned Bank Item charge shall be increased from \$18.00 to \$19.00, and the Company's Duplicate Bills Fee and Statement of Account Fee shall be eliminated, effective October 1, 2014.
- 33. Attached to the Rate Case Stipulation as Exhibit D is the Tariff for Gas Service, BPU NJ No. 11, marked to show changes agreed upon in this matter. The Parties stipulate that within ten (10) days of an Order accepting the Rate Case Stipulation, the Company will make a compliance filing relative to said tariff.

On September 12, 2014, ALJ Miller issued an Initial Decision approving the Rate Case Stipulation pursuant to N.J.S.A. 1:1-19.1, finding that the settlement is voluntary, consistent with the law and fully disposes of all issues in controversy.

#### DISCUSSION

In evaluating a proposed settlement, the Board must review the record, balance the interests of the ratepayers and the shareholders, and determine whether the settlement represents a reasonable disposition of the issues that will enable the company to provide its customers in this State with safe, adequate and proper service at just and reasonable rates. In re Petition of Pub. Serv. Elec. & Gas, 304 N.J. Super. 247 (App. Div.), cert. denied, 152 N.J. 12 (1997). The Board recognizes that the parties worked diligently to negotiate compromises that attempt to meet the needs of as many stakeholders as possible. The Board further recognizes that the stipulations represent a balanced solution considering the many complex issues that were addressed during the proceedings. Therefore, based on the Board's review and consideration of the record in these proceedings including the Storm Costs Stipulation, Rate Case Stipulation and Initial Decision, petitions and testimony, for the reasons stated more fully below, the Board HEREBY FINDS the Storm Costs Stipulation, the Rate Case Stipulation and the Initial Decision to be reasonable, in the public interest and in accordance with the law.

The March 20 Order required certain information to be filed by the utilities which would be reviewed by Staff and other interested parties to determine if the preparation, recovery and restoration costs associated with the Major Storm Events were prudent. According to the Storm Costs Stipulation, the O&M costs associated with Superstorm Sandy have been reviewed by the Parties, and it has been determined that the O&M costs incurred by SJG are reasonable and prudent. Based on the Board's careful review of the Storm Costs Petition and the Storm Costs Stipulation, the Board further <u>FINDS</u> that the requirements of the March 20 have been satisfied with regard to the incremental O&M costs incurred by SJG, and that the O&M costs associated with Superstorm Sandy may be recovered within the Rate Case Proceeding from ratepayers<sup>5</sup>.

After review of the record in the Rate Case Proceeding and giving effect to the approval of the Major Storm Costs as granted by this Order, the Board <u>HEREBY FINDS</u> that the revenue requirement increases are fair and reasonable and reflect the increases in capital investments

<sup>&</sup>lt;sup>5</sup> As noted in the Storm Costs Stipulation, the Company has sought recovery for capital expenditures related to the replacement of regulators that were submerged during Sandy within the Rate Case Proceeding.

for infrastructure and increases in other costs and expenses that SJG is incurring to provide safe, adequate and reliable service. The Board also FINDS that the amortization period for the now approved storm expenses is reasonable and appropriately balances the needs of the Company and ratepayers. The Board notes that the stipulated increase in distribution revenues of \$20 million, exclusive of SUT, is substantially less than the approximately \$54.5 million revenue increase sought by the Company's 12+0 filing. Accordingly, the Board FINDS that the \$20.0 million revenue requirement increase is fair and reasonable.

Accordingly, the Board HEREBY ADOPTS the attached Storm Costs and Rate Case Stipulations and Rate Case Initial Decision in their entirety and HEREBY INCORPORATES their terms and conditions as though fully set forth herein.

In accordance, with N.J.S.A. 48:2-40, the rates approved by this Order will become effective for service rendered on the later of October 1, 2014 and the date of service of this Order. As a result of these changes, typical residential sales service customers, using 100 therms of gas during a winter month, will receive an increase of \$7.81 or 6.1% on their monthly bills form \$127.22 to \$135.03. Average residential heating customers using 776 therms annually will receive an increase of \$63,60 or 6.2%.

The Board HEREBY DIRECTS SJG to file the appropriate tariff pages that conform to the terms and conditions in this order within ten (10) days from the date of service of this Order.

The Board HEREBY RATIFIES the decisions of President Solomon rendered during the Storm Costs Proceeding for the reasons stated in her Orders.

The Company's costs will remain subject to audit by the Board. This Decision and Order shall not preclude nor prohibit the Board from taking any actions determined to be appropriate as a result of any such audit.

BOARD OF PUBLIC UTILITIES BY:

DIANNE SOLOMON

PRESIDENT

JOSEPH L. FIORDALISO

COMMISSIONER

COMMISSIONER

ATTEST:

SECRETARY

9/30/14

I HEREBY CERTIFY that the

Docket Nos. BPU GR13111137 and OAL PUC 17562-13 – In the Matter of the Petition of South Jersey Gas Company for Approval of Increased Base Tariff Rates and Charges for Gas Service and Other Tariff Revisions;

Docket No. AX13030196 – In the Matter of the Board's Establishment of a Generic Proceeding to Review the Prudency of Costs Incurred by New Jersey Utility Companies in Response to Major Storm Events in 2011 and 2012; and

Docket No. GO13060600 – In the Matter of the Board's Establishment of a Generic Proceeding to Review the Prudency of the Costs Incurred by South Jersey Gas Company in Response to Major Storm Events in 2011 and 2012

# NOTIFICATION LIST

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## STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE BOARD'S ESTABLISHING A GENERIC PROCEEDING

ESTABLISHING A GENERIC PROCEEDING TO REVIEW THE PRUDENCY OF COSTS

INCURRED BY NJ UTILITY COMPANIES IN RESPONSE TO MAJOR STORM EVENTS

IN 2011 AND 2012

BPU Docket Nos. AX13030196 and

GO13060600

STIPULATION OF SETTLEMENT

#### **APPEARANCES:**

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Felicia Thomas-Friel, Esq., Deputy Rate Counsel, James W. Glassen, Kurt S. Lewandowski, Henry M. Ogden and Sarah H. Steindel, Assistant Deputy Rate Counsels, for the New Jersey Division of Rate Counsel (Stefanie A. Brand, Esq., Director)

Alex Moreau, Esq. Deputy Attorney General, and Carolyn McIntosh, Esq. Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (John Jay Hoffman, Acting Attorney General of New Jersey)

TO: THE HONORABLE W. TODD MILLER, ALJ

#### I. BACKGROUND

- 1. On March 20, 2013, the Board of Public Utilities (the "Board") issued its Order in Docket No. AX13030196, effective April 1, 2013 (the "Storm Order") initiating a generic proceeding to investigate the prudency of costs incurred by all New Jersey utilities for service restoration efforts associated with Major Storm Events in 2011 and 2012.
  - 2. The Storm Order defined Major Storm Event as follows:

As used in this Order, Major Storm Event means sustained impact on or interruption of utility service: (1) resulting from conditions beyond the control of the utility, which may include, but are not limited to, thunderstorms, tornadoes, hurricanes, heat waves, snow and ice storms; (2) which affects at least 10 percent of the customers in an operating area; and (3) due to a utility's documentable need to allocate field resources to restore service to affected areas when one operating area experiences a Major Storm Event, the Major Storm Event shall be deemed to extend to those

- other operating areas of that utility which are providing assistance to the affected areas.
- 3. The Storm Order further ordered that, as a condition for approval of the right to recover unreimbursed extraordinary Major Storm Event costs from ratepayers in a currently pending or future rate base rate case, each utility must file by July 1, 2013, under separate subdocket number, a detailed report identifying all extraordinary preparation, recovery and restoration costs incurred as a result of the Major Storm Events.
- 4. Superstorm Sandy moved ashore on October 29, 2012 near Atlantic City, New Jersey, within the Company's service territory, as a post-tropical cyclone with hurricane force winds, significant rainfall, and record tidal flooding. In the United States, Superstorm Sandy affected 24 states, including the entire eastern seaboard from Florida to Maine and west across the Appalachian Mountains to Michigan and Wisconsin. Particularly severe damage occurred in New Jersey and New York.
- 5. Governor Christie declared a state-wide state of emergency at 11:30 a.m. October 27, 2012 and authorized the closure of all State Offices for Monday, October 29; Tuesday, October 30; and Wednesday, October 31, 2012 due to the impact of Superstorm Sandy.
- 6. South Jersey's initial response efforts to Superstorm Sandy were to make safe and assess the damage to the system. This was particularly challenging due to flooding, road closures, and debris. The hardest hit areas were the eastern part of the service territory:

  Brigantine, Atlantic City, Longport, and Ocean City.
- 7. As a result of Superstorm Sandy, South Jersey incurred incremental operating and maintenance ("O&M") expenses and incremental capital expenditures.
- 8. Superstorm Sandy was a Major Storm Event, as defined by the Storm Order, in South Jersey's service area.

- 9. On June 28, 2013, the Company filed a Petition in Docket No. AX13030196 and sub-Docket No. GO13060600 (the "Storm Petition"), requesting that it be authorized to defer incremental O&M expenses associated with Superstorm Sandy (the "Storm Cost Deferral"). The Company likewise proposed that it would seek to recover the amortization of the Storm Cost Deferral over an appropriate period of time in its next base rate case proceeding.
- 10. In its rate case Petition, BPU Docket No. GR13111137, the Company sought to recover the Storm Cost Deferral of \$736,785 via a three-year amortization. The Storm Cost Deferral amount was subsequently updated to \$736,779 in the Company's twelve month update to the rate case Petition.
- 11. The Storm Petition was retained by the Board, and assigned to the Honorable Dianne Solomon, President of the Board, for hearing. By a prehearing Order dated February 7, 2014 a schedule was issued. By an Order dated June 10, 2014 a revised hearing and discovery schedule was provided.
- 12. The Parties to the Storm Petition are the Division of Rate Counsel, Board Staff and the Company (collectively, the "Parties"). No other party sought leave to intervene.
- Jersey's service territory, and the serving of notice upon affected municipalities and counties within the Company's service area, two public hearings were held concerning the Storm Petition in Voorhees, New Jersey on May 7, 2014. No members of the public appeared at either public hearing and no written comments regarding the Petition were received by any of the Parties.
- 14. Extensive discovery was propounded upon, and answered by the Petitioner. Evidentiary hearings scheduled for November, 2014 have been obviated by this Stipulation.
  - 15. The Parties hereto agree and stipulate as follows:

# II. STIPULATED MATTERS

- 16. The Parties agree the Storm Cost Deferral amount of \$736,779 was reasonably and prudently incurred by the Company. The Parties agree that this amount represents the total recoverable incremental O&M costs incurred by the Company as a result of Superstorm Sandy and the other Major Storm Events identified in the Storm Order. South Jersey may seek to recover any capital costs resulting from Superstorm Sandy or other Major Storm Events in a base rate proceeding.<sup>1</sup>
- 17. The revenue requirement of \$20 million agreed upon in the Stipulation of Settlement in Docket No. GR13111137 reflects a three-year amortization of the Storm Cost Deferral commencing on the date that revised rates established in that docket become effective.
  - 18. The Parties agree with this amortization.

#### III. MISCELLANEOUS

- 19. The undersigned Parties hereby agree that this Settlement has been made exclusively for the purpose of this proceeding and that this Settlement, in total or by specific item, is in no way binding upon them in any other proceeding, except to enforce the terms of the Settlement.
- 20. The undersigned Parties agree that this Settlement contains a mutual balancing of interests, contains interdependent provisions and, therefore, is intended to be accepted and approved in its entirety. In any event any particular aspect of this Settlement is not accepted and approved in its entirety by the Board, or modified by the Board, each party that is adversely affected by the modification can either accept the modification or declare this Settlement to be

<sup>&</sup>lt;sup>1</sup> The recovery of capital expenditures in-service as of June 30, 3014, totaling \$681,777, associated with the replacement of regulators that were submerged in flood waters during Superstorm Sandy, has been addressed in South Jersey's base rate case, BPU Docket No. GR13111137. South Jersey may seek to recover any additional Major Storm Event capital costs in-service after June 30, 2014 in a future base rate case.

null and void, and the Parties shall be placed in the same position that they were in immediately prior to its execution.

- 21. It is the intent of the undersigned Parties that the provisions hereof be approved by the Board as being in the public interest. The undersigned Parties further agree that they consider the Settlement to be binding on them for all purposes herein.
- 22. It is specifically understood and agreed that this Settlement represents a negotiated agreement and has been made exclusively for the purpose of this proceeding. Except as expressly provided herein, the undersigned Parties shall not be deemed to have approved, agreed to, or consented to any principle or methodology underlying or supposed to underlie any agreement provided herein and, in total or by specific item. The undersigned Parties further agree that this Settlement is in no way binding upon them in any other proceeding, except to enforce the terms of this Settlement.
- 23. The Parties agree to accept as service delivery by courier ("hand delivery") of the BPU Order approving this Stipulation, in whole or in part (the "Order"). The Parties agree that such method of hand delivery shall be sufficient service of the Order.

WHEREFORE, the undersigned Parties respectfully submit this Settlement to the Board and request that the Board approve this Settlement, in its entirety in accordance with the terms contained herein.

# SOUTH JERSEY GAS COMPANY STEFANIE A. BRAND, ESQ., DIRECTOR, DIVISION OF RATE COUNSEL By: Stefanie A. Brand, Esq. By: Stefanie A. Brand, Esq. Dated: September 9, 2014 Dated: September 9, 2014 JOHN JAY HOFFMAN, ACTING ATTORNEY GENERAL OF NEW JERSEY Attorney for the Staff of the Board of Public Utilities By: Alex Moreau, Deputy Attorney General

## STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION OF SOUTH JERSEY GAS COMPANY FOR APPROVAL OF INCREASED BASE TARIFF RATES AND CHARGES FOR GAS SERVICE AND OTHER TARIFF REVISIONS BPU DOCKET NO. GR13111137 OAL DOCKET NO. PUC 17562-2013S

> STIPULATION OF SETTLEMENT

## APPEARANCES:

Ira G. Megdal, Esq., and Stacy A. Mitchell, Esq., Cozen O'Connor, Counsel for Petitioner South Jersey Gas Company

Felicia Thomas-Friel, Esq., Deputy Rate Counsel, James W. Glassen, Kurt S. Lewandowski, Henry M. Ogden and Sarah H. Steindel, Assistant Deputy Rate Counsels, for the New Jersey Division of Rate Counsel (Stefanie A. Brand, Esq., Director)

Alex Moreau, Esq., Deputy Attorney General, and Carolyn McIntosh, Esq., Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (John Jay Hoffman, Acting Attorney General of New Jersey)

# TO: THE HONORABLE W. TODD MILLER, ALJ

#### I. <u>BACKGROUND</u>

- 1. On November 29, 2013 South Jersey Gas Company ("South Jersey", Petitioner", or "Company") filed with the New Jersey Board of Public Utilities ("Board" or "BPU") a Case Summary, Petition, Testimony and Exhibits (the "Petition") in BPU Docket No. GR13111137 requesting an increase in operating revenues, adjusted for Sales and Use Tax ("SUT"), of approximately \$62.6 million or 13.5% over the then projected \$463 million in operating revenues. The revenue increase is after the reduction giving effect to the revenue requirement rolled-in from the Company's Capital Investment Recovery Tracker ("CIRT") and Conservation Incentive Program ("CIP").
- 2. The proposed revenues include revenue associated with the roll-in to rate base of investments made pursuant to the Accelerated Infrastructure Replacement Program ("AIRP"),

previously approved by the Board. After elimination of the effects of these previously approved AIRP investments, the true incremental effect of the Company's proposal in the Petition was a revenue increase of approximately \$53.6 million, or 11.5%.

- 3. In the Petition, South Jersey proposed a test-year ending June 30, 2014. The Petition as originally filed was based upon three months of actual and nine months of estimated data. As the case progressed, the estimated data were replaced by actual data, and on July 30, 2014, the Company filed its update consisting of twelve months of actual data. The requested net revenue increase became approximately \$54.5 million in this 12 month update, including the impact of the roll-in of AIRP investments.
- 4. On December 6, 2013, this proceeding was transmitted by the Board to the Office of Administrative Law ("OAL") as a contested case. The matter was assigned to Administrative Law Judge W. Todd Miller. On February 18, 2014, a prehearing conference was conducted by Judge Miller and on February 19, 2014, Judge Miller issued a prehearing order establishing procedures and hearing dates for the conduct of this case.
- 5. The Parties to this case are Petitioner, the Division of Rate Counsel ("Rate Counsel") and the Staff of the Board ("Staff") (collectively, the "Parties"). No other Parties sought leave to intervene.
- 6. Pursuant to appropriate notice in newspapers of general circulation within South Jersey's service territory, and the serving of notice upon effected municipalities and counties within the Company's service area, two public hearings were held in Voorhees, New Jersey on May 7, 2014. No members of the public appeared at either public hearing and no written comments regarding the Petition were received by any of the Parties.

- 7. Discovery involving over 600 requests, many with multiple parts, was answered by the Company and discovery and settlement conferences were held by the Parties. During these conferences, the Company was asked, and answered numerous discovery questions, both orally and in writing.
- 8. The Company filed direct and supplemental testimony. This settlement was made before testimony was filed by any other Party.
- 9. Evidentiary hearings were scheduled for August and September, 2014. Prior to the commencement of such hearings, the Parties conducted meetings to discuss settlement, and as a result, this Stipulation of Settlement was agreed upon by the Parties.
- 10. On March 20, 2013, the Board issued its Order in Docket No. AX13030196, effective April 1, 2013 (the "Storm Order") initiating a generic proceeding to investigate the prudency of costs incurred by all New Jersey utilities for service restoration efforts associated with Major Storm Events in 2011 and 2012.
- 11. The Storm Order further ordered that, as a condition for approval of the right to recover unreimbursed extraordinary Major Storm Event costs from ratepayers in a currently pending or future rate base rate case, each utility must file by July 1, 2013, under separate subdocket number, a detailed report identifying all extraordinary preparation, recovery and restoration costs incurred as a result of the Major Storm Events.
- 12. On June 28, 2013, the Company filed a Petition in Docket No. AX13030196 and sub-Docket No. GO13060600 (the "Storm Petition"), requesting that it be authorized to defer incremental O&M expenses associated with Superstorm Sandy (the "Storm Cost Deferral"). The Company likewise proposed that it would seek to recover the amortization of the Storm Cost Deferral over an appropriate period of time in its next base rate case proceeding.

- 13. The Storm Petition was retained by the Board and assigned to the Honorable Diane Solomon, President of the Board, for hearing. By a prehearing Order dated February 7, 2014 a schedule was issued. By an Order dated June 10, 2014 a revised hearing and discovery schedule was provided.
- 14. In the rate case Petition in this proceeding, BPU Docket No. GR13111137, the Company sought to recover the Storm Cost Deferral of \$736,785 via a three-year amortization. The Storm Cost Deferral amount was subsequently updated to \$736,779 in the Company's twelve month update.
- 15. On September 11, 2014, the Parties executed a settlement in the Storm Petition ("Storm Stipulation") agreeing, among other things, that the Storm Cost Deferral amount of \$736,779 was reasonably and prudently incurred by the Company and that this amount represents the total recoverable incremental O&M costs incurred by the Company as a result of Superstorm Sandy.
  - 16. The Parties hereto agree and stipulate as follows:

## II. STIPULATED MATTERS

#### A. Revenue Requirements

- 17. The Parties agree that the test year ending June 30, 2014, adjusted for known and measurable changes, is appropriate for use in this case.
- 18. The Parties agree that South Jersey's revenues from base rates should be increased by \$20 million, exclusive of SUT, effective for service rendered on and after October 1, 2014, or on such other date as the Board deems appropriate. This \$20 million revenue increase includes approximately \$7.5 million of revenues (exclusive of SUT) associated with the roll-in to rate base of AIRP investments in service as of the test year ending June 30, 2014,

totaling \$56,556,712, as well as known and measurable AIRP investments that will be in service as of September 30, 2014, totaling approximately \$13,409,665 (including AFUDC and carrying costs). That is, rate base utilized to derive the \$20 million revenue increase includes certain AIRP projects which the Parties have agreed will be rolled into rate base in this case. Attached to this Stipulation as Exhibit A are Schedules entitled "AIRP Projects In Service as of June 30, 2014" and "AIRP Projects to be Placed in Service Between July 1, 2014 and September 30, 2014." These schedules reflect AIRP investments which have been rolled into Rate Base in this proceeding.

- 19. The Parties agree that an appropriate overall rate of return is 7.10%. This 7.10% is based upon a capital structure with 51.90% common equity with a cost rate of 9.75%, 46.59% long term debt with a cost rate of 4.36% and 1.51% short term debt with a cost rate of 0.30%. As a result of this Settlement, after giving effect to the roll-in to rate base of the AIRP assets, the typical residential sales service customer, using 100 therms of gas during a winter month, will receive an increase of \$7.81 or 6.1% on their monthly bill from \$127.22 to \$135.03. The average residential heating customers using 776 therms annually will receive an increase of \$63.60 or 6.2% in their annual energy costs.
- 20. The revenue requirement of \$20 million reflects a three-year amortization of the Storm Cost Deferral.
- 21. The stipulated revenue requirement reflects an adjustment for consolidated federal income taxes.
- 22. The Parties agree that the Margin Revenue Factors and the monthly Baseline
  Usage per Customer ("BUC") set forth in South Jersey's current CIP tariff must be updated in

order to align these aspects of the CIP with the Board's approval of new rates in this proceeding.

The new Margin Revenue Factors will be:

Group I (RSG non-heating):

\$0.498637 per therm

Group II (RSG heating):

\$0.498637 per therm

Group II1 (GSG):

\$0.398903 per therm

Group IV (GSG-LV):

\$0.216751 per therm

The new BUC will be as follows for each customer class:

	Group I:	Group II:		
	$\mathbf{R}\mathbf{S}\mathbf{G}$	RSG	Group III:	Group IV:
<u>Month</u>	Non-Heating	<b>Heating</b>	GSG	GSG-LV
Oct,	13.6	34.1	218.6	10,817.7
Nov.	13.7	76.8	445.8	17,479.9
Dec.	20.7	126.4	613.3	25,743.1
Jan.	23.5	157.0	645.9	29,051.9
Feb.	23.3	135,3	622.2	24,583.0
Mar.	27.7	104.3	512.4	21,049.1
Apr.	19.7	51.9	261.6	14,872.7
May	14.0	29.6	160.2	10,250.2
Jun.	11.4	15.6	118.4	7,627.9
Jul.	11.5	14.7	104.0	6,817.7
Aug.	11.2	13.3	130.5	5,906.0
Sep.	10.0	16.8	122.4	5,283.1
Total Annual	200.3	775.8	3955.3	179,482.3

23. The Company had, at one time, accounted for post-in service CIRT II, CIRT III and AIRP projects as accruing AFUDC. However, a change in accounting was made to reflect these accruals as "Carrying Costs" rather than as AFUDC. The Carrying Costs have no equity component. This has caused the Company to incur additional income taxes, which it has

deferred. Thus, as a direct result of this change in methodology, the Company has incurred a deferred tax balance on its balance sheet (the "Deferred AFUDC Equity Taxes"). The Parties agree that the Company will continue to record Deferred AFUDC Equity Taxes associated with AIRP projects on its balance sheet, and will amortize existing Deferred AFUDC Equity Taxes consistent with paragraph 24, below.

- 24. The Parties agree that the rate increase set forth earlier in this Stipulation reflects an amortization of the following balance sheet accounts for periods not exceeding 36 months:
  - A. The Storm Cost Deferral
  - B. Rate Case Expense
  - C. Overland Consulting Affiliated Transactions and Comprehensive Management Audit
  - D. Deferred Pipeline Integrity Management (PIM) Costs
  - E. Deferred AFUDC Equity Taxes
- 25. The rates established in this Stipulation embrace the amortization of a \$700,000 call premium on the retirement of Petitioner's 7.7% Medium Term Note (due in 2027) retired in February of 2012. This premium is being amortized over the life of the replacement long term debt (\$35,000,000, 3.74% Medium Term Note, due 2032).
- 26. The rates established in this stipulation provide for continued deferred accounting treatment for unrealized gains and losses resulting from mark-to-market accounting requirements. Further, any realized gains or losses resulting from an early termination of interest rate swaps will be deferred until the next base rate case.
- 27. Attached hereto as Exhibit B is a schedule entitled "Schedule of Approved Accrual Rates". The Parties agree that these are the accrual rates for depreciation which the

Company shall utilize on a plant account by plant account basis from and after the effective date of an Order of the Board accepting this Stipulation, until further order of the Board.

- 28. From and after the effective date of a Board Order accepting this Stipulation, the Company will record an annual net negative salvage allowance of \$2,390,167, until further order of the Board. This amount along with ongoing net salvage amounts incurred shall be charged to Account No. 254 as a regulatory liability.
- 29. From and after the effective date of a Board Order accepting this Stipulation, the Company will debit account number 254-Other Regulatory Liability and credit depreciation expense, an annual amount of \$1,060,130 per year for 36.25 years for the return to customers of "Non-Legal Asset Retirement Obligations" of \$38,429,701.
- 30. The Parties further stipulate that the Company will be made whole for actual future cost of removal. For example, in the event of an unforeseen retirement where the prudently-incurred net negative salvage is in excess of the Non-Legal Asset Retirement Obligations balance on the Company's balance sheet, the Company would not be required to absorb a loss for the amount of the net negative salvage in excess of the balance sheet balance. The parties reserve their rights to argue their respective positions as to the net salvage amounts charged to Account No. 254 and the time period allowed to recover any net negative salvage amounts in excess of the balance in Account No. 254 in subsequent rate cases.
  - 31. South Jersey withdraws its request for a Phase II proceeding.
- 32. Concerning federally mandated transmission and distribution Pipeline Integrity

  Management programs, the Company may continue to defer all costs incurred in connection with
  such programs on its books, and may recover all such prudently incurred costs and related
  carrying charges in its next base rate case proceeding, subject to review by the Board. The

Company will book carrying costs at the interest rate utilized for the Company's Societal Benefits Charge.

# B. Tariff and Rate Design

- 33. Attached to this Stipulation as Exhibit C is a schedule entitled "South Jersey Gas Company, Base and Total Revenues at Present and Proposed Rates". The Parties stipulate that this schedule represents the rate design and billing determinants to be utilized in this case.
- 34. The Parties stipulate and agree that South Jersey's Returned Bank Item charge shall be increased from \$18.00 to \$19.00, and the Company's Duplicate Bills Fee and Statement of Account Fee shall be eliminated, effective October 1, 2014.
- 35. Attached hereto as Exhibit D is the Tariff for Gas Service, BPU NJ No. 11, marked to show changes agreed upon in this matter. The Parties stipulate that within ten (10) days of an Order accepting this Stipulation, the Company will make a compliance filing relative to said tariff.

#### III. MISCELLANEOUS

- 36. The undersigned Parties hereby agree that this Settlement has been made exclusively for the purpose of this proceeding and that this Settlement, in total or by specific item, is in no way binding upon them in any other proceeding, except to enforce the terms of the Settlement.
- 37. The undersigned Parties agree that this Settlement includes the Storm Costs referenced in paragraph 15, which costs must first be authorized by the Board through its approval of the Storm Stipulation referenced in paragraph 15 of this Settlement.
- 38. The undersigned Parties agree that this Settlement contains a mutual balancing of interests, contains interdependent provisions and, therefore, is intended to be accepted and

approved in its entirety. In any event any particular aspect of this Settlement is not accepted and approved in its entirety by the Board, or modified by the Board, each party that is adversely affected by the modification can either accept the modification or declare this Settlement to be null and void, and the Parties shall be placed in the same position that they were in immediately prior to its execution.

- 39. It is the intent of the undersigned Parties that the provisions hereof be approved by the Board as being in the public interest. The undersigned Parties further agree that they consider the Settlement to be binding on them for all purposes herein.
- 40. It is specifically understood and agreed that this Settlement represents a negotiated agreement and has been made exclusively for the purpose of this proceeding. Except as expressly provided herein, the undersigned Parties shall not be deemed to have approved, agreed to, or consented to any principle or methodology underlying or supposed to underlie any agreement provided herein and, in total or by specific item. The undersigned Parties further agree that this Settlement is in no way binding upon them in any other proceeding, except to enforce the terms of this Settlement.
- 41. The Parties agree to accept as service delivery by courier ("hand delivery") of the BPU Order approving this Stipulation, in whole or in part (the "Order"). The Parties agree that such method of hand delivery shall be sufficient service of the Order.

WHEREFORE, the undersigned Parties respectfully submit this Settlement to the Presiding Administrative Law Judge and Board of Public Utilities and request (1) the Presiding Administrative Law Judge to issue an Initial Decision approving this Settlement in its entirety in accordance with the terms contained herein, and (2) the BPU approve this Settlement, in its

entirety in accordance with the terms contained herein through an order on all rate and tariff issues.

By: Ira G. Megdal, Esq.	STEFANIE A. BRAND, ESQ., DIRECTOR, DIVISION OF RATE COUNSEL  By: Stefanie A. Brand, Esq.
Dated:	Dated: September 11 2014
	JOHN JAY HOFFMAN ACTING ATTORNEY GENERAL OF NEW JERSEY Attorney for the Staff of the Board of Public Utilities
	By:  Alex Moreau  Deputy Attorney General
	Dated: 09/11/2014

ATLANTIC California Ave (Short-Meadownews) ASS 1,774 8 6 ATLANTIC Park Ave (Short-Meadownews) ASS 494 3 3 ATLANTIC Baywee D Propect-Priority 172 ASS 5,222 65 ATLANTIC Short Roll (Selbort-Colorado) ASS 5,222 65 ATLANTIC Lincoln Ave (Orbit-Mikl) ATL 420 14 ATLANTIC Lincoln Ave (Orbit-Mikl) ATL 420 14 ATLANTIC Called Ave (Chit-Mikl) ATL 420 14 ATLANTIC Called Ave (Orbit-Mikl) ATL 1,310 24 ATLANTIC Coding Ave (Meahanghort-Moortonskullentien) EHT 1,424 9 ATLANTIC Coding Ave (Meahanghort-Moortonskullentien) EHT 1,424 9 ATLANTIC Short St (textended to included East Ave) EHT 906 11 ATLANTIC White Horse Pike (Poptal-Martin Park Evr) ELW 4,079 9 ATLANTIC White Horse Pike (Poptal-Martin Park Evr) ELW 4,079 9 ATLANTIC Color Short St (textended to included East Ave) EHT 906 11 ATLANTIC White Horse Pike (Poptal-Martin) Mikr W 7,988 35 ATLANTIC Elminus Dr (Port-Bisch) MAY 366 1 ATLANTIC Elminus Dr (Port-Bisch) MAY 366 1 ATLANTIC Tri Ave (Call-mout Besin-dept) MAY 366 1 ATLANTIC Tri Ave (Call-mout Besin-dept) MAY 366 1 ATLANTIC Color Ave (White Horse Pike-South of Allantic) MUL 2,330 13 ATLANTIC Color Ave (White Horse Pike-South of Allantic) MUL 2,330 13 ATLANTIC Color Ave (White Horse Pike-South of Allantic) MUL 2,330 13 ATLANTIC Elminus Ave (White Horse Pike-South of Allantic) NUL 2,330 13 ATLANTIC Color Ave (White Horse Pike-South of Allantic) NUL 2,330 13 ATLANTIC Elminus Ave (Alman Martin) Nul 2,330 13 ATLANTIC Color Ave (White Horse Pike-South of Allantic) NUL 2,330 13 ATLANTIC Britis Ave Again South Ag	DIVISION	LOCATION	<u>TOWN</u>	MAIN FOOTAGE	<u>SERVICES</u>
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ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  Indiana Ave (Rignet-Lincoln)  ATL  ATLANTIC  Egg Harbor (19) Prosect-Priority 85  ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  Short SI (controded in orushod East Ave)  ATLANTIC  ATLANTIC  ATLANTIC  ATLANTIC  Short SI (controded in orushod East Ave)  ATLANTIC  Farragul Ave (2004-31d)  ATLANTIC  Farragul Ave (2004-31d)  ATLANTIC  Farragul Ave (2004-31d)  ATLANTIC  ATLAN	ATLANTIC	Park Ave (Briarcliff-Wynnewood)	ABS	484	3
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ATLANTIC    Figs   Harbor (19) Preise-Princip 5	ATLANTIC	Shore Rd (Bolton-Colorado)	ABS	5,358	94
ATLANTIC COLOR AVE (Waterproft Woodlows Albeit tein)  ATLANTIC Short St (extraded to included East Ave)  ATLANTIC Short St (extraded to included East Ave)  ATLANTIC White Horse Pike (Pigarch Water River)  ATLANTIC White Horse Pike (Grand Filer)  ATLANTIC White Horse Pike (Grand Filer)  ATLANTIC Frangal Ave (Carlo Strip)  ATLANTIC Thu Ave (Carlo Ave (White Horse)  ATLANTIC COLOR (Carlo Strip)  ATLANTIC Thun Rel (Highest Color On Albanic)  ATLANTIC Thun Rel (Highest Color Strip)  ATLANTIC Philodophia Ave Apis Element (Carlo Strip)  ATLANTIC White Horse Pike (Desmisladi-Holdober)  ATLANTIC White Horse Pike (D	ATLANTIC	Lincoln Ave (Ohio-MLK)	ATL	420	14
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ATLANTIC ATLANTIC Elmburst Dr (Pend Sirch) ATLANTIC Elmburst Dr (Pend Sirch) ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC Coust Ave (White Horse Piece South of Atlantic) ATLANTIC ATLANTIC Titlo Rd (Hingston-2500' southward) ATLANTIC ATLANTIC Titlo Rd (Hingston-2500' southward) ATLANTIC ATLANTIC Titlo Rd (Hingston-2500' southward) ATLANTIC ATLA	ATLANTIC	White Horse Pike (Poplar-Wharton Park Blvd)	ELW	4,079	9
ATLANTIC ATLANTIC This way (Calhour-Bainbridge) ATLANTIC This way (Calhour-Bainbridge) ATLANTIC ATLANTIC Coost Ave (White Horse Pike-south of Atlantic) ATLANTIC Chossnut Ave (2nd A New) NFD 537 11 ATLANTIC This na (Heinglan-2500's outhward) ATLANTIC This na (Heinglan-2500's outhward) ATLANTIC White Horse Pike (Daimstadt-Heidelberg) ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Daimstadt-Heidelberg) ATLANTIC White Horse Pike (Daimstadt-Heidelberg) ATLANTIC	ATLANTIC	White Horse Pike (Frankfurt-Berlin)	GWY	7,988	35
ATLANTIC ATLANTIC Locust Ave (White horse Pies-could) of Atlantic) ATLANTIC ATLANTIC Chestnut Ave (2nd & New) NFD S37 11 Chestnut Ave (2nd & New) NFD S37 11 TILOR (Iniquetor-2500 Southward) NFDEHT S,556 30 ATLANTIC ATLANTIC Tilon Ro (Iniquetor-2500 Southward) ATLANTIC ATLANTIC Tilon Ro (Iniquetor-2500 Southward) ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC Debta New (Neumark-Mallards) PVL 3,307 99 ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) PVL 3,307 99 ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) ATLANTIC ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) ATLANTIC ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) ATLANTIC White Horse Pies (Neumark-Mallards) ATLANTIC ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) ATLANTIC ATLANTIC ATLANTIC ATLANTIC White Horse Pies (Neumark-Mallards) ALASBORO GLASSBORO GLASSBORO Multa Ave (Initralic-Longwood) ALM 677 14 ALM 759 5 6 CLASSBORO GLASSBORO GLASS	ATLANTIC	• , ,	MAY	866	7
ATLANTIC ATLANTIC Chestinut have (2rad & Niew) ATLANTIC Chestinut have (2rad & Niew) ATLANTIC ATLANTIC ATLANTIC Titlon Rd (Hingston-2500' southward) ATLANTIC Leeds Ave (Neumark-Mallards) PVL 3,307 99 ATLANTIC ATLANTIC Philadephia Ave Apits EHR 1,882 17 ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) ATLANTIC ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) ATLANTIC	ļ.	,			1
ATLANTIC  Chestnut Ave (2nd & New)  ATLANTIC  Titton Rd (Hingston-2500" southward)  ATLANTIC  Titton Rd (Hingston-2500" southward)  ATLANTIC  Leeds Ave (Neumank-Malatrats)  PVL 3,3077 99  ATLANTIC  Philadelphia Ave Apts  EHR 1,882 17  ATLANTIC  White Horse Pike (Darmstadt-Heidelberg)  MUL 5,530 15  GLASSBORO  GLASSBORO  Murtha Ave (Almonesson-Dead End)  GLASSBORO  Murtha Ave (Almonesson-Dead End)  GLASSBORO  GLASSBORO  GLASSBORO  GLASSBORO  GLASSBORO  GLASSBORO  GLASSBORO  Tuckahoe Rd (Narberth-Wayne)  GLASSBORO  GLASSBORO  Tuckahoe Rd (Narberth-Wayne)  GLASSBORO  G		, , , , , , , , , , , , , , , , , , , ,			
ATLANTIC	ATLANTIC	,		2,336	
ATLANTIC ATLANTIC Philadelphia Ave Apps EER 1882 17 ATLANTIC Philadelphia Ave Apps EER 1882 17 ATLANTIC Philadelphia Ave Apps EER 1882 17 ATLANTIC ATLANTIC White Horse Pike (Darmstand-Heidelberg) MUL 5.530 15 GLASSBORO Point Pileasant Ave (Hurfiville-Longwood) ALM 677 14 GLASSBORO Murtina Ave (Almonesson-Doad End) ALM 759 5 GLASSBORO GLASSBORO Codar Lake Dr. (Collings-Colton) GLASBORO GLASSBORO Willshire Dr. (Clowerdate-Oction) GLASSBORO GRAYBIRIA REGIONAL PRICE GLASSBORO	ATLANTIC	, ,		537	11
ATLANTIC ATLANTIC ATLANTIC White Horse Pike (Darmstadt-Heidelberg) MUL 5,530 15 GLASSBORO Point Pleasant Ave (Huffville-Longwood) ALM 677 14 GLASSBORO GLASSBORO Murtha Ave (Almonesson-Dead End) ALM 759 5 GLASSBORO GLASSBORO Codar Lake Dr (Colling-Collon) CGL 352 3 GLASSBORO GLASSBORO GLASSBORO Tuckahoe Rd (Narberth-Wayne) GLASSBORO GL	ŀ			5,956	
ATLANTIC   White Horse Pike (Darmstadt-Heidelberg)   MUL   5.530   15	ļ.	,		<u> </u>	
GLASSBORO					
GLASSBORO   Cedar Lake Dr (Collings-Colton)   CGL   3,675   55	ļ.	, ,			
Carriage	ļ.	, , ,			
GLASSBORD		,			
GLASSBORO	ļ.	, , ,		<u> </u>	
GLASSBORO		,			
CLASSBORO	ļ.	` ,			
Buck Rd (Harrison-2nd) & Stanger Ave (Buck-Christian)   GLE   3,761   14	ļ.	<u> </u>			
CLASSBORO		, ,			
CLASSBORO	ļ.	, , , , , , , , , , , , , , , , , , , ,		·	
GLASSBORO		, ,			
GLASSBORO   E Main St (Gillison-Torton)   PGR   4,072   9	ļ.	· · · · · · · · · · · · · · · · · · ·		· ·	
GLASSBORO		,		, ,	
GLASSBORO   E Line St (Broad-Union)   PGR   576   5		, , , ,			
GLASSBORO	ļ.	,		·	
GLASSBORO   Edgemoor Ave #301 (Linden-Woodbury)   PIT	ŀ	,			
GLASSBORO	ŀ	,			
GLASSBORO         PNL/PKT Rd (Donna-PGR/PKT)         PKT         3,950         12           GLASSBORO         Gray Birch Rd (Elm-River Birch)         TVB         1,118         18           GLASSBORO         Sherwood Dr (Argyle-Greenview)         TVL         298         4           GLASSBORO         Stagecoach Rd (BHP-Johnson Rd)         TVL         4,172         26           GLASSBORO         Wenonah Project-Priority #18         WEN         9,670         187           GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Chestnut Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15	ļ.	3,1			
GLASSBORO         Gray Birch Rd (Elm-River Birch)         TVB         1,118         18           GLASSBORO         Sherwood Dr (Argyle-Greenview)         TVL         298         4           GLASSBORO         Stagecoach Rd (BHP-Johnson Rd)         TVL         4,172         26           GLASSBORO         Wenonah Project-Priority #18         WEN         9,670         187           GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WSQ         1,108         14           GLASSBORO         Arrowhead Ct (Putnam Pi-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         New St (Columbus-Fayette)         BGN         1,122         27	ļ.	,			
GLASSBORO         Sherwood Dr (Argyle-Greenview)         TVL         298         4           GLASSBORO         Stagecoach Rd (BHP-Johnson Rd)         TVL         4,172         26           GLASSBORO         Wenonah Project-Priority #18         WEN         9,670         187           GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         New St (Columbus-Fayette)         BGN         1,122         27		,			
GLASSBORO         Stagecoach Rd (BHP-Johnson Rd)         TVL         4,172         26           GLASSBORO         Wenonah Project-Priority #18         WEN         9,670         187           GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         N Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,750 <td></td> <td>,</td> <td></td> <td></td> <td></td>		,			
GLASSBORO         Wenonah Project-Priority #18         WEN         9,670         187           GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pi-Dead End)         WSQ         1,108         14           GLASSBORO         Arrowhead Ct (Putnam Pi-Dead End)         WSQ         1,108         14           GLASSBORO         GLASSBORO         Georgetown Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         7,55         13           CUMBERLAND         Baltimore Ave (South-Spruce)	ļ.	, ,			
GLASSBORO         Chestnut Ave (Grandview-Glassboro)         WHT         79         24           GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         1,750 </td <td></td> <td>· , , , , , , , , , , , , , , , , , , ,</td> <td></td> <td></td> <td></td>		· , , , , , , , , , , , , , , , , , , ,			
GLASSBORO         Curtis Ave (Clayton- Rte 322)         WMS         695         6           GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         1,498         8           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,8	ļ.	, ,		·	
GLASSBORO         Olivia Ct (Olivia Dr-Dead End)         WMS         188         6           GLASSBORO         Arrowhead Ct (Putnam Pl-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         1,498         8           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD <td></td> <td>,</td> <td></td> <td></td> <td></td>		,			
GLASSBORO         Arrowhead Ct (Putnam PI-Dead End)         WSQ         1,108         14           GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU		· · · · · · · · · · · · · · · · · · ·			
GLASSBORO         Coach Rd (Liberty-Whitman School)         WSQ         917         15           GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366	ļ.				
GLASSBORO         Georgetown Rd (Fries Mill-Stanford)         WTT         444         7           CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4		,		·	
CUMBERLAND         Roselawn Ave (Sewell-Hillside)         BGH         2,775         27           CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD         1,639         12           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4	ļ.	,			
CUMBERLAND         Hopewell Twp-Priority #11         BGH         14,984         36           CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD         1,639         12           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4	ļ.	· · · · · · · · · · · · · · · · · · ·			
CUMBERLAND         N Laurel St (Bridgeton-Penn)         BGN         1,683         15           CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD         1,639         12           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4	ŀ	,		· · · · · · · · · · · · · · · · · · ·	
CUMBERLAND         W Commerce St (Franklin-North to PP) Started 5/24 (sw 5/29)         BGN         1,122         27           CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD         1,639         12           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4	ļ.	, , ,		·	
CUMBERLAND         New St (Columbus-Fayette)         BGN         755         13           CUMBERLAND         Bank St (N Pearl-Penn-Siebel)         BGN         1,498         8           CUMBERLAND         Baltimore Ave (South-Spruce)         BGN         3,060         40           CUMBERLAND         Hampton St (Giles-Atlantic)         BGN         1,750         34           CUMBERLAND         Burlington Rd (Shoemaker-North to PP)         BGN/FFD         2,877         0           CUMBERLAND         Bridgeton-Millville Pk (Burlington -PP)         BGN/FFD         1,639         12           CUMBERLAND         Dogwood Dr (Holly-Sunset Lake)         BGU         928         4           CUMBERLAND         Glamar Dr (Park - PP)         BGU         366         4		, g ,		· · ·	
CUMBERLANDBank St (N Pearl-Penn-Siebel)BGN1,4988CUMBERLANDBaltimore Ave (South-Spruce)BGN3,06040CUMBERLANDHampton St (Giles-Atlantic)BGN1,75034CUMBERLANDBurlington Rd (Shoemaker-North to PP)BGN/FFD2,8770CUMBERLANDBridgeton-Millville Pk (Burlington -PP)BGN/FFD1,63912CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664	ļ.			<u> </u>	
CUMBERLANDBaltimore Ave (South-Spruce)BGN3,06040CUMBERLANDHampton St (Giles-Atlantic)BGN1,75034CUMBERLANDBurlington Rd (Shoemaker-North to PP)BGN/FFD2,8770CUMBERLANDBridgeton-Millville Pk (Burlington -PP)BGN/FFD1,63912CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664		, , ,			
CUMBERLANDHampton St (Giles-Atlantic)BGN1,75034CUMBERLANDBurlington Rd (Shoemaker-North to PP)BGN/FFD2,8770CUMBERLANDBridgeton-Millville Pk (Burlington -PP)BGN/FFD1,63912CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664	-	,		· · · · · · · · · · · · · · · · · · ·	
CUMBERLANDBurlington Rd (Shoemaker-North to PP)BGN/FFD2,8770CUMBERLANDBridgeton-Millville Pk (Burlington -PP)BGN/FFD1,63912CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664	ļ.	1 /			
CUMBERLANDBridgeton-Millville Pk (Burlington -PP)BGN/FFD1,63912CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664		. , ,			
CUMBERLANDDogwood Dr (Holly-Sunset Lake)BGU9284CUMBERLANDGlamar Dr (Park - PP)BGU3664	ŀ	<u> </u>	BGN/FFD	<del> </del>	12
CUMBERLAND Glamar Dr (Park - PP) BGU 366 4	ļ.	Dogwood Dr (Holly-Sunset Lake)	BGU		
CUMBERLAND Oak Rd (Tuckahoe-DeRosa) BVT 310 0	CUMBERLAND	Glamar Dr (Park - PP)	BGU	366	4
	CUMBERLAND	Oak Rd (Tuckahoe-DeRosa)	BVT	310	0

<u>DIVISION</u>	<u>LOCATION</u>	<u>TOWN</u>	<b>MAIN FOOTAGE</b>	<u>SERVICES</u>				
CUMBERLAND	Piercetown Rd (Fordville-DE of Main PP)	FFD	3,230	19				
CUMBERLAND	Flower St (Summer-Dead End of main)	LDV	1,919	21				
CUMBERLAND	Forsythe St (South Blvd-Flower)	orsythe St (South Blvd-Flower) LDV						
CUMBERLAND	Doris Dr (Daffodil-PP)	LLC	362	3				
CUMBERLAND	Old Delsea Dr (Old Dutch Mill-North-PP)	MLG	2,420	23				
CUMBERLAND	Holly Berry Apts	MLV	660	3				
CUMBERLAND	Court Blvd (Rt 49-Dead End)	MLV	2,420	23				
CUMBERLAND	Sassafras St (2nd-8th St)	MLV	2,447	32				
CUMBERLAND	Richard Dr (Louis-N to PP)	MLV	1,949	38				
CUMBERLAND	Ireland St (Chestnut-Cedarville)	MLV	2,884	20				
CUMBERLAND	Valatia Ave (S 3rd Sr-Leonard)	MLV	1,670	19				
CUMBERLAND	Cherry St (Beech-Chestnut)	MLV	2,134	28				
CUMBERLAND	Shamrock La (Crescent-Mistletoe)	MLV	2,002	15				
CUMBERLAND	East Millville Project - Priority 10	MLV	25,933	282				
CUMBERLAND	Columbine/Lois Dr (Rt 47-123' N of Menantico to PP)	MLV	3,655	71				
CUMBERLAND	Oakdale Dr (Fernwood-Glenside)	MLV	846	13				
CUMBERLAND	Sunset Dr (Fernwood-Dead End of main)	MLV	1,834	12				
CUMBERLAND	N 4th St (D-G)	MLV	1,512	28				
CUMBERLAND	Cedarville Rd (Cedar-West to PP)	MLV	9,248	36				
CUMBERLAND	3rd Ward - Priority 15	MLV	22,455	425				
CUMBERLAND	Middle Dr (Parvins Mill-Dead End of Main)	PTG	3,424	34				
CUMBERLAND	Port Norris Project-Priority #3	PTN	40,408	378				
CUMBERLAND	Shoemaker La-Priority #16	PTN	24,988	166				
CUMBERLAND	Big Oak Rd (Morton-DE of main)	RHN	847	2				
CUMBERLAND	Seabrook Project-Priority #4	SBK	12,018	124				
CUMBERLAND	Garrison Rd (Orchard-Delsea)	VIN	3,234	24				
CUMBERLAND	Landis Ave Project - Priority 9	VIN	20,089	100				
CUMBERLAND	Avon PI (West-Dead End)	VIN	1,524	26				
CUMBERLAND	N West Ave (Plum-Landis)	VIN	1,694	5				
CUMBERLAND	S Mill Rd (Jackson-South to PP)	VIN	2,131	15				
CUMBERLAND	Knoll Dr (Dahliadel-north to Dead End)	VIN	1,033	5				
CUMBERLAND	OK Ln (Knoll-Brewster)	VIN	264	9				
CUMBERLAND	W Korff Dr (Garrison-north to Dead End)	VIN	2,266	30				
CUMBERLAND	Strathmere Ter (Prospect-Holmes)	VIN	943	12				
CUMBERLAND	Sutliff Ave (New Pear-Adams)	VIN	580	4				
CUMBERLAND	Arbor Ave (Gerow Ave-Bruun)	VIN	1,234	6				
CUMBERLAND	Kirkwood Dr (Cottonwood-Magnolia)	VIN	1,162	14				
CUMBERLAND	S State St (Pleasant-DE of Main)	VIN	1,904	21				
CUMBERLAND	Independence Rd (Ascher-Old Union)	VIN	2,122	13				
CUMBERLAND	Monarch La (Queens Rd -tie into PP)  Queens Rd (Green Willows-tie into PP)	VIN	497	6				
CUMBERLAND CUMBERLAND	Oaklawn Terr (Meadow-Landis)	VIN	602	6 21				
CUMBERLAND	Cedar Ave (N Mill-Hickory)	VIN	1,905 741	10				
CUMBERLAND	Clover Ave	VIN	1,304	11				
CUMBERLAND	Kings Rd (Holmes-Queen)	VIN	1,276	16				
CUMBERLAND	Russell Ave (Main-dead end)	VIN	1,317	5				
CUMBERLAND	Garden Rd (N Delsea-West Ave PP)	VIN	2,913	10				
CUMBERLAND	E Grant Ave (S East Blvd-S Main)	VIN	4,616	33				
CUMBERLAND	Brunetta Dr (W Grant-W Sherman)	VIN	328					
CUMBERLAND	Washington Ave (Prospect-Spring)	VIN	3,007	32				
CUMBERLAND	Orchard Rd (Samuel-Baylor)	VIN	1,854	19				
CUMBERLAND	Eilene Dr (Beverly Dr-PP)	VIN	973	10				
CUMBERLAND	Iris Ave (Wisteria-Harding)	VIN	373	3				
CUMBERLAND	Barbara Dr (N Brewster-Redcrest)	VIN	348	3				
CUMBERLAND	S West Ave (W Landis-W Chestnut)	VIN	2,780	37				
CUMBERLAND	Rosemont Ave	NEF	1,562	16				
CAPE MAY	26TH St (Surf-Boardwalk)	NWD	448	5				
CAPE MAY	E 15th (Ocean-Surf)	NWD	954	16				
- · · · - · · · · · · · · · · · · · · ·	, ,			5				
CAPE MAY	Harbor Ave (21st-22nd)	AVL	26/	ູວ				
CAPE MAY CAPE MAY	Harbor Ave (21st-22nd)  Dune Dr (6th-7th)	AVL AVL	267 217	6				

DIVISION	<u>LOCATION</u>	<u>TOWN</u>	MAIN FOOTAGE	<u>SERVICES</u>
CAPE MAY	2nd Ave (Haven-West)	OCT	271	0
CAPE MAY	Vincent Ave (Commonwealth-DE)	SMR	500	16
CAPE MAY	Wildwood LP Renewal-Priority #6	WDW	23,877	437
WATERFORD	Cushman Ave (Cooper Rd-Spruce/Cedar)	BER	1,298	0
WATERFORD	Berlin Hospital (Florence-Building)	BER	838	0
WATERFORD	Central Ave (Pine-PP (west))	BLK	946	15
WATERFORD	New Freedom Rd (Smith Ter-Berlin-Clementon)	CMT	668	5
WATERFORD	Chews Landing Rd (Monmouth-Trenton)	CMT	481	4
WATERFORD	California Ave (WHP -Silver Lake-White Horse Ave)	CMT	1,173	19
WATERFORD	Erial-Williamstown Rd (Cambridge-DE-Essex-Fairmount-Girard)	ERL	1,084	8
WATERFORD	Erial-Williamstown Rd (Tarlton-Army-Annapolis)	ERL	2,393	4
WATERFORD	7th Ave (Glendora-Central)	GDA	423	5
WATERFORD	Valley Ave (Grape-Broadway)	HAM	1,762	26
WATERFORD	Bentley Rd (Mercedes-Jaguar)	LWD	878	19
WATERFORD	Clementon Rd (Cottage-Central)	LWD	1,164	6
WATERFORD	White Horse Pk Project - Phase 4 Priority 2	MGN	43,729	540
WATERFORD	Atlantic Ave (Jackson-Madison)	MGN	362	3
WATERFORD	Otter Branch Dr (Brooke-Sherwood)	MGN	2,641	47
WATERFORD	Evesham Ave (Charles-Albertson-Walnut-Hollywood)	MGN	1,505	24
WATERFORD	Erial Rd (Woodburn-Branch)	PHL	1,169	4
WATERFORD	Hilltop Ave (Somerdale-Ogg)	SOM	540	10
WATERFORD	White Horse Pk Project - Phase 3 Priority 2	STR	35,927	314
WATERFORD	Winding Way Rd (Timber Creek-Greentree)	STR	903	15
WATERFORD	Roberts Dr (Berlin-New Freedom-Dead End)	TAN	604	6
WATERFORD	Norcross Rd (Cahnt-Rte 73)	TAN	1,380	4
WATERFORD	Rte 73 N (Norcross-Cooper Folly)	WAT	2,854	6
WATERFORD	Nelson Ave (9th St-Dead End)	WAT	530	2
WATERFORD	Chew Rd (Arrowhead-Conrad)	WFF	2,475	11
WATERFORD	Egg Harbor Rd (Thornton-Woodland)	WIN	964	2
WATERFORD	Chewslanding Rd (Little Gloucester-Ellis)	450	3,816	5
ATLANTIC	Berkley (New York-Euclid)	ABS	703	14
ATLANTIC	Breakers (Ritz-Morton)	ABS	515	11
ATLANTIC	Morton (Blenheim-New York)  Ruckrein (Washington- Dead end of Main)	ABS	1,289	11
ATLANTIC	, , , , , , , , , , , , , , , , , , , ,	EHT	655	3
ATLANTIC	11th St (Calhoun-Decator)  Green (Franklin-Main)	MAY	195	3
ATLANTIC CUMBERLAND	Gardner (Burlington - DE)	PVL BGN	925 352	22 0
CUMBERLAND	Malaga Terrrace (Delsea Dr-Dead end of Main)	MLG	750	12
CUMBERLAND	Venus (Sinca Terr-Cul De Sac)	VIN	1,004	17
CUMBERLAND	Swenlin (Oak Rd-Venus Dr)	VIN	2,339	38
CUMBERLAND	Quince St (S 3rd St-S West Blvd)	VIN	1,115	23
CUMBERLAND	Grape St (S 2nd-3rd St)	VIN	1,429	25
CUMBERLAND	S Spring Rd (E Landis-Chestnut )	VIN	2,386	9
CUMBERLAND	Pear St (8th-N. East)	VIN	505	7
CUMBERLAND	Cherry St (3rd - 4th)	VIN	501	0
CUMBERLAND	Canberra Ct (Diamond Dr - Cul De Sac)	VIN	440	5
CUMBERLAND	Redwood & Wynnewood Dr (N of Garwood - N of Driftwood)	VIN	1,758	30
CUMBERLAND	Mosswood Dr (Elm to Hillwood)	VIN	420	8
CUMBERLAND	David St (Marshall-Phillip)	VIN	1,137	13
CUMBERLAND	Dauphin Rd (Washington-Monarch)	VIN	2,099	33
CUMBERLAND	S Spring Rd (Chestnut-Greenwillow)	VIN	1,601	0
WATERFORD	First Ave (Gennessee-Raritan)	ATC	2,834	34
WATERFORD	Raritan Ave (Bartram-2nd)	ATC	995	0
WATERFORD	Mt Vernon (Oak Ln - Glen Ave)	CMT	400	5
WATERFORD	Lake Ave (Park-Niagara)	CMT	657	10
WATERFORD	Jerome (Line St - Williamstown Erial Rd)	ERL	1,161	13
WATERFORD	1st Ave (Park-Scott)	LWD	2,128	16
WATERFORD	Lafayette Ave ( Cumberland Ave - Gloucester Ave)	MGN	708	22
WATERFORD	Lincoln (Albertson - W Atlantic)	MGN	932	20
WATERFORD	Pasadena (Laguna - Burbank)	MGN	1,216	24
WATERFORD	Fresno (Hollywood-Pasadena)	MGN	445	0
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<b>DIVISION</b>	<u>LOCATION</u>	<u>TOWN</u>	<b>MAIN FOOTAGE</b>	<b>SERVICES</b>
WATERFORD	7th Ave (Erial - Kayser)	PHL	1,342	25
WATERFORD	Park Ave (E Atlantic- Ava Ave)	SOM	474	1
WATERFORD	Evesham Rd (Evesham-Haddonfield Rd)	VOA	1,581	7

TOTAL: 599,842 6,284

# AIRP Projects Projected to be in Service Between July 1, 2014 and September 30, 2014

<b>DIVISION</b>	<u>LOCATION</u>	<u>TOWN</u>	ESTIMATED MAIN FOOTAGE	<b>ESTIMATED SERVICES</b>
ATLANTIC	Mill Rd (New York - West to PP)	ABS	882	4
ATLANTIC	Linwood Phase I (LP Grid Replacement)	LIN	40,100	480
GLASSBORO	Greentree (Delsea-Sylvan)	GLA	680	6
GLASSBORO	Paulsboro Project-Priority #17 from 2013	PAU	39,065	467
GLASSBORO	Circle Ave (Third Ave - Eleventh Ave)	PIT	1,599	29
GLASSBORO	Greenview Dr (Barclay Dr - Wedgewood dr)	TVL	2,077	35
CUMBERLAND	Pine St (Buena-Tuckahoe Rd - DE)	BVT	593	2
CUMBERLAND	Dorchester-Leesburg Rd (Delsea Dr - Hunters Mill Rd)	DCH	13,616	75
CUMBERLAND	Belvidere Ave (Wheat - DE of main)	MIN	490	5
CUMBERLAND	Newfield Grid Project	NEF	20,426	133
CUMBERLAND	Gershal Ave (Almond Rd- Landis)	NRM	14,100	121
CUMBERLAND	Morton Ave (Lebannon Rd-Irving Ave)	RHN	8,079	43
CUMBERLAND	Morton Ave (Vineland Ave-North to PP)	RHN	2,071	33
CUMBERLAND	W Peach St (N West Ave-N West Blvd)	VIN	867	14
CUMBERLAND	N 3rd St (W Park Ave-W Pear St)	VIN	782	7
CUMBERLAND	Orchard (Landis-Woodlawn)	VIN	19,238	189
CUMBERLAND	Dante Ave (Cornucopia - Union)	VIN	12,319	125
CUMBERLAND	Pear St & Plum St (2nd-4th)	VIN	1,950	21
CUMBERLAND	Jackson Dr (N. Mill Rd-Bradford)	VIN	572	7
CAPE MAY	Pacific (Rambler-Farragut)	WDC	4,485	157
CAPE MAY	E Preston (New Jersey-Atlantic)	WDC	1,923	60
WATERFORD	Orchard Ave (Somerdale-Wyngate)	CWL	1,794	24
WATERFORD	Chews Landing Rd- Black Wood Clementon	LWD	5,611	21
WATERFORD	Brooke (Albertson - Walnut)	MGN	590	12
WATERFORD	Jackson (Charles-W Atlantic)	MGN	1,620	43
WATERFORD	Madison (Albertson - W Atlantic)	MGN	1,178	30
WATERFORD	11th St (Stevens - 11th)	ATC	498	1

TOTAL: 197,205 2,144

# **SOUTH JERSEY GAS COMPANY**

# **Schedule of Approved Accrual Rates**

	Depreciable Group	Approved Accrual Rate
DEPRECIABLE		
	Production Plant	00 740/
	Structures and Improvements	20.74%
311.00	Liquefied Petroleum Gas Equipment  Total Production Plant	NA
	Total Production Plant	20.74%
	Underground Storage Plant	
351 00	Structures and Improvements	4.76%
	Compressor Station Equipment	0
	Measuring and Regulating Equipment	NA
000.00	Total Underground Storage Plant	4.76%
	Liquefied Natural Gas Plant	
361.00	Structures and Improvements	0.67%
362.00	Gas Holders	0.07%
363.00	Purification Equipment	3.37%
	Total Liquefied Natural Gas Plant	2.44%
222.22	Transmission Plant	0.400/
	Structures and Improvements	2.13%
367.00		1.29%
	Compressor Station Equipment	0.00%
	Measuring and Regulating Equipment	3.38% 0.00%
	Communication Equipment Other Equipment	0.00%
371.00	Total Transmission Plant	1.55%
	Total Transmission Flant	1.55 /6
	Distribution Plant	
375.00	Structures and Improvements	3.80%
376.00	·	1.37%
377.00	Compressor Station Equipment	0.00%
378.00	Measuring & Regulating Station Equipment - General	1.69%
379.00	Measuring & Regulating Station Equipment - City Gate	1.26%
380.00	Services	2.01%
381.00	Meters	2.38%
382.00	Meter Installations	2.69%
383.00	House Regulators	1.82%
384.00	House Regulator Installations	2.09%
	Industrial Measuring and Regulating Equipment	3.09%
387.00	Other Equipment	0.00%
	Total Distribution Plant	1.72%
	Conoral Plant Depresisted	
200.00	General Plant Depreciated Structures and Improvements	4.98%
	Structures and Improvements Transportation Equipment	
	Transportation Equipment - Van Pool	10.87% NA
	Power Operated Equipment	6.43%
590.00	Subtotal General Depreciated	7.77%
	Subtotal Serielal Depleciated	1.11/0

# **SOUTH JERSEY GAS COMPANY**

# **Schedule of Approved Accrual Rates**

	Depreciable Group	Approved Accrual Rate
-	Depresions Group	rate
DEPRECIABLE I	PLANT	
Acct No.	Production Plant	
305.00	Structures and Improvements	20.74%
391.00	Office Furniture and Equipment	2.65%
391.10	Office Furniture and Equipment - EDP Equip Prior to 1985	NA
391.20	Office Furniture and Equipment - EDP Equip Post 1985	NA
391.30	Office Furniture and Equipment - Computer Pre 2005	NA
	Computer Equip-ADS	17.55%
	Stores Equipment Pre 2005	NA
	Tools, Ship & Garage Equip Pre 2005	NA
	Communications Equipment ADS Prior 1985	NA
397.07	Communications Equipment ADS Prior 2005	42.44%
	Subtotal General Depreciated	8.80%
	Total General Plant Depreciated	7.87%
	Total Depreciable W/O Amortized Property	1.84%
	General Amortized After 1/1/2005	
391.05	Office Furniture and Equipment Post 12/04	5.00%
391.25	EDP Equipment Post 12/04	20.00%
391.35	Office Furniture and Equip- Computers Post 12/04	20.00%
391.40	Major Software Systems Implementation	6.67% *
394.05	Tools, Shop & Garage Equip Post 12/04	5.00%
395.05	Laboratory Equip Post 12/04	5.00%
	Communications Equip Post 12/04	6.67%
398.05	Miscellaneous Equip Post 12/04	5.00%
	Total General Amortized	
	Total Depreciable & Amortized Plant	1.96%

\*Note: New account

# South Jersey Gas Company Base and Total Revenues at Present and Proposed Rates

	Present Rates			Pro			sed Rates	oposed Rates			
Component	<u>Amount</u>	<u>Units</u>		<u>Rate</u>		Revenue		<u>Rate</u>		Revenue	Increase
				F	SG					RSG	
Residential Service						_					
Customer Charge	4,055,511	Bills	\$	8.34	\$	33,822,962		\$ 9.00	\$	36,499,599	
Distribution Charge	255,393,546	Therms		0.432200		110,381,091		0.498637		127,348,672	
CIP Revenues						3,588,123				-	
CIRT Revenues					_	363,325			_	-	40.00/
Total Base Revenues					\$	148,155,500	II		\$	163,848,271	10.6%
		Other Revenues	;		\$	165,284,700			\$	165,284,700	
	Total	Class Revenues	;		\$	313,440,200			\$	329,132,971	<u>5.0</u> %
				G	SG					GSG	
General Service (0-100,000 Ann	nual Therms)						11				
Customer Charge	286,978		\$	22.25	\$	6,385,261		\$ 27.25	\$	7,820,151	
Distribution Charge	95,087,060	Therms		0.348300		33,118,823		0.398903		37,930,513	
CIP Revenues						2,421,298				-	
CIRT Revenues  Total Base Revenues					\$	135,271 <b>42,060,653</b>			\$	45,750,664	8.8%
Total base Revenues					Þ	42,000,033	11		Ą	45,750,004	0.0 %
		Other Revenues	•		\$	47,423,347			\$	47,423,347	
	Total	Class Revenues	3		\$	89,484,000			\$	93,174,011	<u>4.1</u> %
General Service Large Volume	(100 000 + Annual <sup>-</sup>	Therms)		GS	G-L	V			G	SG-LV	
Customer Charge	2,063		\$	150.00	\$	309,450		\$ 150.00	\$	309,450	
Demand Charge	204,557		Ψ	8.0000	Ψ	1,636,456		9.000	4	1,841,013	
Distribution Charge	31,185,054			0.199000		6,205,826		0.216751		6,759,392	
CIP Revenues	- ,,					363,738				-	
CIRT Revenues						44,364					
Total Base Revenues					\$	8,559,834			\$	8,909,855	4.1%
		Other Revenues	;		\$	10,055,766			\$	10,055,766	
		Class Revenues			\$	18,615,600			_	18,965,621	1.9%

# South Jersey Gas Company Base and Total Revenues at Present and Proposed Rates

				Prese	nt Ra	ates		ı	Prop	osed Rates	
Component	Amount	<u>Units</u>		<u>Rate</u>		Revenue		<u>Rate</u>		Revenue	Increase
				,	CTS					стѕ	
Comprehensive Firm Transportation	Service				,10		_			010	
Customer Charge	580	Bills	\$	600.00	\$	348,000	\$	600.00	\$	348,000	
Demand Charge	148,155	Mcf		27.4213		4,062,603		27.4213		4,062,603	
Distribution Charge	27,954,358	Therms		0.031700		886,153		0.033123		925,932	
CIRT Revenues						39,768					
Total Base Revenues					\$	5,336,524			\$	5,336,535	0.0%
		Other Revenues	i		\$	1,955,476			\$	1,955,476	
	Total	Class Revenues	i		\$	7,292,000			\$	7,292,011	<u>0.0</u> %
					.vs					LVS	
Large Volume Service											
Customer Charge	360	Bills	\$	900.00	\$	324,000	\$	900.00	\$	324,000	
Demand Charge	398,130	Mcf		14.8842		5,925,847		14.8842		5,925,847	
Distribution Charge	99,751,830	Therms		0.031600		3,152,158		0.033023		3,294,105	
CIRT Revenues						141,908				-	
Total Base Revenues					\$	9,543,912			\$	9,543,951	0.0%
		Other Revenues	;		\$	8,462,988			\$	8,462,988	
	Total	Class Revenues	;		\$	18,006,900			\$	18,006,939	<u>0.0</u> %
Electric Generation Service				E	GS					EGS	
Customer Charge	66	Bills	\$	25.00	\$	1,650	\$	25.00	¢	1,650	
Demand Charge	2,434		Ψ	6.500	Ψ	15,821	•	6.500	Ψ	15,821	
Distribution Charge (Nov - Mar.)		Therms		0.111600		10,043		0.113023		10,171	
Distribution Charge (Apr - Oct.)		Therms		0.081600		13,570		0.083023		13,806	
CIRT Revenues	100,293	Heims		0.001000		365		0.000023		-	
Total Base Revenues					\$	41,448			\$	41,448	0.0%
		Other Revenues	i		\$	53,452			\$	53,452	

# South Jersey Gas Company Base and Total Revenues at Present and Proposed Rates

			Prese	nt Ra	ites	F	ropo	sed Rates	
Component	<u>Amount</u>	<u>Units</u>	Rate	J	Revenue	Rate		<u>Revenue</u>	Increase
			EC	S-LV	,		E	GS-LV	
Electric Generation Service - Large	Volume_								
Customer Charge	24	Bills	\$ 180.00		51,840	\$ 180.00		51,840	
Demand Charge	22,800	Mcf	14.573		332,274	19.089957		435,251	
Distribution Charge	3,373,811	Therms	0.029100		98,178	-		-	
CIRT Revenues					4,800		_		
Total Base Revenues				\$	487,091		\$	487,091	0.0%
		Other Revenues		\$	3,453,909		\$	3,453,909	
	Total	Class Revenues		\$	3,941,000		\$	3,941,000	0.0%
	rotai	Oluss Nevellues		Ψ	0,041,000		Ψ	0,041,000	0.0
Natural Gas Vehicle Service				NGV		 II .		NGV	
Cust. Charge 0-999 CFH		Bills	\$ 37.50	\$	450	\$ 37.50	\$	450	
Cust. Charge 1,000-4,999 CFH		Bills	75.00		31,500	75.00		31,500	
Cust. Charge 5,000-24,999 CFH		Bills	200.00		28,800	200.00		28,800	
Cust. Charge 25,000+ CFH		Bills	600.00		259,200	600.00		259,200	
Distribution Charge	1,206,617	Inerms	0.133800	_	161,445	0.133800	_	161,445	
Subtotal Distribution				\$	481,395		\$	481,395	
Compression Charge	663 510	Therms	0.5300		351,660	0.5428		360,133	
Total Base Revenues	000,010		0.0000	\$	833,056	0.0.20	\$	841,528	1.0%
				•	333,333	II	•	011,020	<u></u> .~
		Other Revenues		\$	192,344		\$	192,344	
	Total	Class Revenues		\$	1,025,400		\$	1,033,872	<u>0.8</u> %

# South Jersey Gas Company Base and Total Revenues at Present and Proposed Rates

			Present Rates				Proposed Rates					
Component	<u>Amount</u>	<u>Units</u>		Rate		Revenue		Rate		Revenue	Increase	
				(	GLS					GLS		
Gas Lights Service											,	
Yard Lights	12	Mantles	\$	6.165500	\$	888		\$ 7.178664	\$	1,034		
Street Lights	431	Mantles	\$	6.646500		34,376		\$ 7.738706		40,025		
Total Base Revenues					\$	35,264	II.		\$	41,058	16.4%	
	(	Other Revenues			\$	36,136			\$	36,136		
	T-1-1	N B			•	74 400			•	77.405	0.40/	
	I otal (	Class Revenues			\$	71,400			\$	77,195	<u>8.1</u> %	
TOTAL SYSTEM BASE DISTRIBUT	ION REVENUE	S			\$	215,053,281			\$	234,800,401	9.2%	
					<u>*</u>				<del>-</del>		<u>==</u> /*	
Other Revenues					•	4.040.440			•	4 040 440		
Special Contracts Service Charges					\$	4,912,416 1,495,500			\$	4,912,416 1,748,344		
Total Other Revenues					\$	6,407,916			\$	6,660,760		
					~	2, .27,010			~	2,220,100		
TOTAL CYCTEM INCLUDING OTHE					•	224 464 467			ø	044 404 404	0.007	
TOTAL SYSTEM INCLUDING OTHE	K KEVENUES				\$	<u>221,461,197</u>			\$	<u>241,461,161</u>	<u>9.0</u> %	

INCREASE 19,999,964
TARGET INCREASE 20,000,000
Difference (\$36)

## TARIFF FOR GAS SERVICE

Filed With

**State of New Jersey** 

**Board of Public Utilities** 

## **SOUTH JERSEY GAS COMPANY**

**GENERAL OFFICES** 

**Number One South Jersey Plaza** 

Folsom, NJ 08037

## **B.P.U.N.J. No. 11 - GAS**

## Original Sheet No. 2

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Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

## B.P.U.N.J. No. 11 - GAS Original Sheet No. 3

 $\begin{array}{ccc} \text{Appendix "A"} & \text{Appendix A-1-16} \\ \text{Appendix "B"} & \text{Appendix B-1-3} \end{array}$ 

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

#### LIST OF COMMUNITIES SERVED

## ATLANTIC COUNTY

Absecon, City of
Atlantic City
Brigantine City
Buena Boro
Buena Vista Township
Egg Harbor City
Egg Harbor Township

Atlantic City
Buena Vista Township
Egg Harbor Township
Buena Vista Township

Estell Manor, City of Port Republic, City of Somers Point,

City of

Folsom Boro
Galloway Township
Somers Point, City of Ventnor City
Ventnor City Weymouth Township

Hamilton Township Weymouth Township

## **BURLINGTON COUNTY**

Evesham Township
Medford Lakes Boro
Shamong Township
Tabernacle Township

Medford Township Woodland Township

## **CAMDEN COUNTY**

**Barrington Boro** Lawnside Boro Berlin Boro Lindenwold Boro Berlin Township Magnolia Boro Pine Hill Boro Cherry Hill Township Chesilhurst Boro Runnemede Boro Clementon Boro Somerdale Boro Gibbsboro Boro Stratford Boro Gloucester Township Voorhees Township Hi-Nella Boro Waterford Township

Issued November 29, 2013 by South Jersey Gas Company,

on and after October 1, 2014

Effective with service rendered

Winslow Township

Laurel Springs Boro

#### LIST OF COMMUNITIES SERVED

(Continued)

## **CAPE MAY COUNTY**

Avalon Boro	Sea Isle City Stone Harbor Boro
Cape May City	Stone Harbor Boro Upper Township
Cape May Point Boro Dennis Township	<u>Upper</u>
Township West Cape May Boro	
<u>Dennis Township</u> <u>Lower Township</u>	West Cape May Boro
West Wildwood Boro	
Lower Township Middle Township	West Wildwood Boro
Wildwood City	
Middle Township North Wildwood City	<u>Wildwood</u> <u>City</u>
Wildwood Crest Boro	
North Wildwood City Ocean City	Wildwood Crest Boro
Woodbine Boro	
Ocean City Sea Isle City	Woodbine Boro

## **CUMBERLAND COUNTY**

Bridgeton, City of Lawrence Township Commercial Township Maurice River Township Deerfield Township Millville, City of Downe Township Shiloh Boro Fairfield Township Stow Creek Township Upper Deerfield Township Greenwich Township Hopewell Township Vineland, City of

## **GLOUCESTER COUNTY**

Clayton Boro Deptford Township Paulsboro Boro East Greenwich Township Pitman Boro Elk Township South Harrison Township Franklin Township Swedesboro Township Glassboro Boro Washington Township Wenonah Boro Greenwich Township West Deptford Township Harrison Township Woodbury, City of Logan Township Mantua Township Woodbury Heights Boro Monroe Township Woolwich Township

### **SALEM COUNTY**

Alloway Township Pennsville Township Carneys Point Township Pilesgrove Township Elmer Boro Pittsgrove Township Quinton Township Elsinboro Township

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

Effective with service rendered on and after October 1, 2014

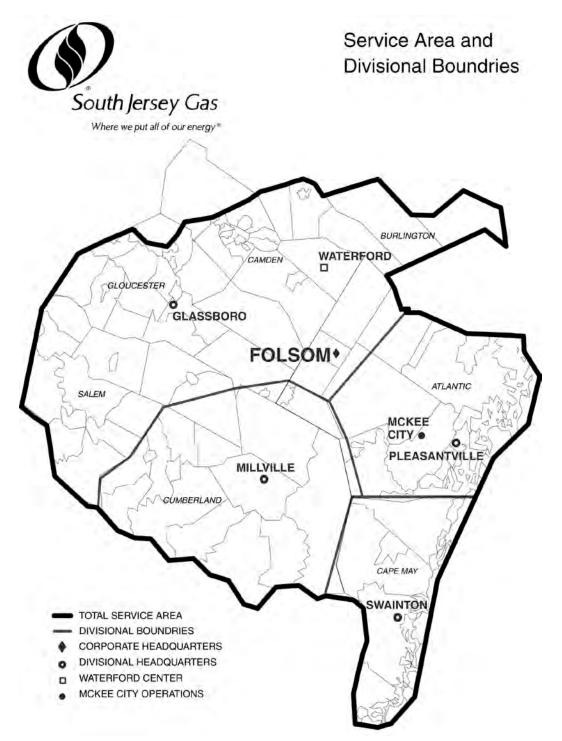
Newfield Boro

Filed pursuant to Order in Docket No. GR13111137 of the Board of Public Utilities, State of New Jersey, dated September 30, 2014

B.P.U.N.J. No. 11 - GAS Original Sheet No. 6

Mannington Township Oldmans Township Penns Grove Boro Salem, City of Upper Pittsgrove Woodstown Boro

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President



Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# B.P.U.N.J. No. 11 - GAS

Original Sheet No. 8

### RESIDENTIAL SERVICE (RSG)

## APPLICABLE TO USE OF SERVICE FOR:

All residential purposes. Customer may elect Firm Sales Service or Firm Transportation Service. To be eligible for Firm Transportation Service RSG, a customer must hold clear and marketable title to gas that is made available for delivery to the customer's residence on the Company's system.

**CHARACTER OF SERVICE** Firm Sales Service and Firm Transportation Service.

MONTHLY RATE: (1)

**Customer Charge:** \$9.63008.9238 per month

**Delivery Charge:** 

(a) All consumption for customers who elected to transfer from Firm Sales Service to Firm Transportation Service

\$.<u>682342</u>6222 per therm

(b) All consumption for customers who elect Firm Sales Service

\$.682342<del>6222</del> per therm

Basic Gas Supply Service ("BGSS") Charge:

All consumption for customers who elect Firm Sales Service.

See Rider "A" of this Tariff.

## **APPLICABLE RIDERS:**

Basic Gas Supply Service Clause: BGSS charges are depicted in Rider "A" of this Tariff.

Transportation Initiation Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "C" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Temperature Adjustment Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "F" of this Tariff.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>1)</sup> Please refer to Appendix A for components of Monthly Rates and Price to Compare

#### RESIDENTIAL SERVICE (RSG)

(Continued)

Economic Development Rate Clause: The rates set forth above are subject to adjustment, as is

appropriate, pursuant to Rider "H" of this Tariff.

Balancing Service Clause The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "J" of this Tariff.

Conservation Incentive Program CIP charges are depicted in Rider "M" of this Tariff.

Energy Efficiency Tracker The rates set forth above are subject to adjustment, as is

appropriate, pursuant to Rider "N" of this Tariff.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date.

### LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (1).

### TERM:

Customer must provide Company with adequate notice to discontinue service.

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

## SPECIAL PROVISIONS:

- (a) A customer receiving service under this rate schedule may use natural gas to heat water for recreational and therapeutic equipment (including but not limited to swimming pools, hot tubs or similar equipment), subject to the Board's policy regarding such use.
- (b) To be eligible for Firm Transportation Service under this Rate Schedule RSG a Firm Transportation Service customer must be part of an aggregated group ("Aggregated Group") of customers, utilizing the services of an Aggregator/Marketer pursuant to an executed Aggregator/Marketer's Agreement.
- (c) The Company will not accept gas for the account of a Firm Transportation Service customer for delivery that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

#### RESIDENTIAL SERVICE (RSG)

(Continued)

- (d) The Aggregator/Marketer for a Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in connection with the initiation and rendering of service under this Rate Schedule RSG. If the Company has accepted gas for delivery under this Rate Schedule RSG and as a result thereof it incurs any financial or burdensome administrative obligation, the Company may impose a surcharge upon the Aggregator/Marketer therefore.
- (e) For Firm Transportation Service customers, the Company may waive any charges associated with imbalances, in its sole reasonable discretion, if the Aggregator/Marketer demonstrates good cause for such imbalances, if the Aggregator/Marketer presents a plan for eliminating such imbalances, and such plan will not adversely impact service to other customers. The Company may require that such plan be implemented in full, and completed, within a time period specified by the Company in order for such a waiver to take place.
- (f) \_\_\_\_An Aggregator/Marketer for Firm Transportation Service customers must execute an Aggregator/Marketer agreement prior to the Company's providing service to an aggregated group represented by said Aggregator/Marketer.
- (g) Firm Transportation Service customers being served under this Rate Schedule RSG may switch to Firm Sales Service under Rate Schedule RSG. In order to bring about such a switch, the customer must notify the Company on or before the tenth (10th) day of the calendar month preceding the month during which the customer wishes to switch to Firm Sales Service under this Rate Schedule RSG. Provided, however, that nothing in this Special Provision (i) concerning customer's exercise of a right to switch to Firm Sales Service under this Rate Schedule RSG shall change or nullify any contractual obligation of the customer to an Aggregator/Marketer.
- (h) An Aggregator/Marketer for Firm Transportation Service customers may determine that it wishes to cease service to a customer under this Rate Schedule RSG. In such case the Aggregator/Marketer must notify the Company on or before the tenth (10th) day of the calendar month preceding the calendar month during which said Aggregator/Marketer's service shall cease. In such case, the customer will switch to Firm Sales Service under Rate Schedule RSG, effective during the month following receipt of notice. Until such time, the Aggregator/Marketer must continue to provide service. In such event any Excess Imbalances or Deficiency Imbalances pursuant to Rider "J" of this Tariff, associated with the customer, will remain the responsibility of the Aggregator/Marketer. Provided, however, that nothing in this Special Provision (j) concerning Aggregator/Marketer's cessation of service shall change or nullify any contractual obligation of the Aggregator/Marketer to the customer.
- (i) For Firm Transportation Service customers, all charges under Rider "J" of this Tariff as well as the Aggregator/Marketer's Fee, but excluding the BS-1 Volumetric Charge, will be invoiced to the Aggregator/Marketer, in accordance with the Aggregator/Marketer's Agreement. The BS-1 Volumetric Charge will be invoiced directly to the customer.

## RESIDENTIAL SERVICE (RSG)

(Continued)

- (j) If a customer contacts the Company inquiring about Firm Transportation Service under this Rate Schedule RSG, the Company will supply the customer with a letter explaining the nature of Firm Transportation Service under this Rate Schedule RSG. That letter, in turn, will enclose: (a) a list of natural gas Aggregators/Marketers; and (b) a letter provided by the Board of Public Utilities related to residential transportation service.
- (k) To be eligible to provide Aggregator/Marketer services under this Rate Schedule RSG, each Aggregator/Marketer for Firm Transportation Service customers must comply with all Board approved Marketer Standards, and all other rules and regulations of the Board applicable to Aggregator/Marketers.
- (l) For Firm Transportation Service customers the receipt of gas by the Company for transportation under this Rate Schedule RSG shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.

## **GENERAL SERVICE (GSG)**

## APPLICABLE TO USE OF SERVICE FOR:

All Commercial and Industrial Customers who would not qualify for any other Rate Schedule. A customer qualifying for service under Rate Schedule GSG may elect either Firm Sales Service or Firm Transportation Service. To be eligible for Firm Transportation Service under this Rate Schedule GSG, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

## **CHARACTER OF SERVICE:**

Firm Sales Service or Firm Transportation Service.

**MONTHLY RATE:** (1)

**Customer Charge:** 

\$29.157523.8075 per month

## **Delivery Charges:**

(a) All consumption for customers who elected to transfer from Sales Service to Firm Transportation Service

All therms \$.<u>575626</u>5333 per therm

(b) All consumption for customers who elect Firm Sales Service

All therms \$.<u>575626</u>5333 per therm

## Basic Gas Supply Service ("BGSS") Charge:

All consumption for customers who elect Firm Sales Service

See Rider "A" of this Tariff.

# LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (o).

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates and Price to Compare.

# **B.P.U.N.J. No.** 11 - GAS

Original Sheet No. 13

## GENERAL SERVICE (GSG) (Continued)

### APPLICABLE RIDERS:

Basic Gas Supply Service Clause: BGSS charges are depicted in Rider "A" of this Tariff.

Transportation Initiation Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "C" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Temperature Adjustment Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "F" of this Tariff.

Balancing Service Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "J" of this Tariff.

Conservation Incentive Program CIP charges are depicted in Rider "M" of this Tariff.

Energy Efficiency Tracker The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

## **TERM:**

Customer may discontinue service upon written notice to the Company, pursuant to the terms of the Company's Standard Gas Service Agreement (GS), if applicable, otherwise, in order to effectuate a termination, customer must provide adequate notice to the Company.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# GENERAL SERVICE (GSG) (Continued)

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

#### **SPECIAL PROVISIONS:**

- (a) The Company may require, as a condition precedent to the receipt of service under this Rate Schedule GSG, that an eligible customer execute a Standard Gas Service Agreement (GS), to indicate, among other things, the customer's minimum and maximum capability to utilize gas used under Rate Schedule GSG, and the levels of firm and interruptible service provided.
- (b) Due to system constraints, the Company may instruct some or all GSG Firm Sales Service or Firm Transportation Service customers not to exceed the stated Maximum Capability in the Standard Gas Service Agreement (GS) during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of its Maximum Capability may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule GSG). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (c) If during any month a Firm Sales Service or Firm Transportation Service customer having Alternate Fuel Capability utilizes gas in excess of the stated Maximum Capability in the Standard Gas Service Agreement (GSG), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such excess shall be deemed utilized for interruptible uses, and may be billed pursuant to Rate Schedule IGS or ITS, as applicable.
- (d) If during any month a Firm Sales Service or Firm Transportation Service customer without Alternate Fuel Capability utilizes gas in excess of the stated Maximum Capability in the Standard Gas Service Agreement (GSG), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such customer may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule GSG). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.", multiplied by the number of days in that month. This daily charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

## GENERAL SERVICE (GSG) (Continued)

- (e) A customer receiving service under this rate schedule may use natural gas to heat water for recreational and therapeutic equipment (including but not limited to swimming pools, hot tubs or similar equipment), subject to the Board's policy regarding such use.
- (f) The Company will not accept gas for delivery to Firm Transportation Service customers that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- (g) The Firm Transportation Service customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's City Gate Station and to provide interstate pipeline capacity.
- (h) The Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in any financial or burdensome administrative obligation; the Company may impose a surcharge therefore.
- (i) RESERVED FOR FUTURE USE.
- (j) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff to record the customer's consumption patterns required for billing purposes. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (k) Firm Transportation Service customers may not arrange for delivery to the Company, on any day, of gas volumes in excess of customer's then applicable daily DCQ unless authorized to do so by the Company; provided, however, that said excess deliveries may be authorized by the Company to cure a Deficiency Imbalance.
- (l) For Firm Transportation Service customers, the existence of imbalances as defined in Rider "J" will be determined each day. If at the beginning of a day a customer has an imbalance, the gas to fulfill that customer's daily DCQ for that day will be the first gas through the City Gate Station for the customer's account on that day. Gas to correct existing imbalances will be considered as the last gas coming through the City Gas Station for that customer's account on that day.
- (m) RESERVED FOR FUTURE USE.
- (n) A Firm Transportation Service customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule GSG on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.
- (o) For Firm Transportation Service customers the receipt of gas by the Company for transportation under this Rate Schedule GSG shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

## **B.P.U.N.J. No. 11 - GAS**

**Original Sheet No. 16** 

## GENERAL SERVICE – LARGE VOLUME (GSG-LV)

### APPLICABLE TO USE OF SERVICE FOR:

All Commercial and Industrial Customers who would not qualify for any other Rate Schedule (other than Rate Schedule GSG), and who has an annualized usage of 100,000 therms or more,. A customer qualifying for service under Rate Schedule GSG-LV may elect either Firm Sales Service or Firm Transportation Service. To be eligible for Firm Transportation Service under this Rate Schedule GSG-LV, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

## **CHARACTER OF SERVICE:**

Firm Sales Service or Firm Transportation Service.

MONTHLY RATE: (1)

**Customer Charge:** 

\$160.50 per month

**Delivery Charges:** 

(a) All consumption for customers who elected to transfer from Sales Service to Firm Transportation Service (2)

Demand Charge:

D-1FT: \$9.6300008.5600 per Mcf of Contract Demand

Volumetric Charge:

C-1FT: \$.3807243735 per therm

(b) All consumption for customers who elect Firm Sales Service

Demand Charge:

D-1: \$9.6300008.5600 per Mcf of Contract Demand

Volumetric Charge:

C-1: \$.<u>380724</u>3735 per therm

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates and Price to Compare.

<sup>(2)</sup> See Special Provision (p) of this Rate Schedule GSG-LV, regarding appropriate balancing charges.

### **B.P.U.N.J. No. 11 - GAS**

Original Sheet No. 17

# GENERAL SERVICE (GSG-LV) (Continued)

## Basic Gas Supply Service ("BGSS") Charge:

All consumption for customers who elect

Firm Sales Service See Rider "A" of this Tariff.

## LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (o).

## **APPLICABLE RIDERS:**

Basic Gas Supply Service Clause: BGSS charges are depicted in Rider "A" of this Tariff.

Transportation Initiation Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "C" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Temperature Adjustment Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "F" of this Tariff.

Balancing Service Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "J" of this Tariff. However, see also Special

Provision (1) regarding Rider "I".

Conservation Incentive Program CIP charges are depicted in Rider "M" of this Tariff.

Energy Efficiency Tracker The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

# GENERAL SERVICES (GSG-LV) (Continued)

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

### **TERM:**

Customer may discontinue service upon written notice to the Company, pursuant to the terms of the Company's Standard Gas Service Agreement (GS), if applicable; otherwise, in order to effectuate a termination, customer must provide adequate notice to the Company.

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

#### **SPECIAL PROVISIONS:**

- (a) The Company may require, as a condition precedent to the receipt of service under this Rate Schedule GSG-LV, that an eligible customer execute a Standard Gas Service Agreement (GS), to indicate, among other things, the customer's minimum and maximum capability to utilize gas under Rate Schedule GSG-LV; the levels of firm and interruptible service; and the customer's Contract Demand.
- (b) Due to system constraints, the Company may instruct some or all GSG Firm Sales Service or Firm Transportation Service customers not to exceed the stated Contract Demand in the Standard Gas Service Agreement (GS) during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of its Contract Demand may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule GSG-LV). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (c) If during any month a Firm Sales Service or Firm Transportation Service customer having Alternate Fuel Capability utilizes gas in excess of the stated Contract Demand in the Standard Gas Service Agreement (GS), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such excess shall be deemed utilized for interruptible uses, and may be billed pursuant to Rate Schedule IGS or ITS, as applicable.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# GENERAL SERVICES (GSG-LV) (Continued)

- (d) If during any month a GSG-LV customer having no Alternate Fuel Capability utilizes gas in excess of its Contract Demand, as stated in the Standard Gas Service Agreement (GS), multiplied by the number of days in the month, then in addition to the Customer Charge, Volumetric Charges, and Applicable Riders set forth in the Monthly Rate Section of this Rate Schedule GSG-LV: the customer's average daily gas consumption for the month will be utilized as a surrogate for the daily Contract Demand when calculating the Demand Charge for the customer's bill for that month.
- (e) Beginning with the effective date of this Rate Schedule GSG-LV, a customer's Contract Demand shall be determined based upon the customer's average daily usage for the month of the highest monthly usage during the preceding twelve months, subject to normalization if appropriate. Estimated data may be used as a surrogate when actual data is not available. The average daily usage shall be determined for each billing month based upon usage divided by the number of days in the billing month. The customer's Contract Demand shall be reviewed and adjusted no less frequently than annually. When the Company adjusts the Contract Demand, it shall be adjusted to the nearest Mcf. Contract Demand may be incorporated into a Standard Gas Service Agreement (GS). However, the Contract Demand shall be effective irrespective of whether it is incorporated into a Standard Gas Service Agreement (GS).
- (f) A customer receiving service under this rate schedule may use natural gas to heat water for recreational and therapeutic equipment (including but not limited to swimming pools, hot tubs or similar equipment), subject to the Board's policy regarding such use.
- (g) The Company will not accept gas for delivery to Firm Transportation Service customers that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- (h) The Firm Transportation Service customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's City Gate Station and to provide interstate pipeline capacity.
- (i) The Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in any financial or burdensome administrative obligation; the Company may impose a surcharge therefore.
- (j) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (k) Firm Transportation Service customers may not arrange for delivery to the Company, on any day, of gas volumes in excess of customer's then applicable DCQ (or the quantity of gas burned daily if the Rider "I" customer has no DCQ) unless authorized to do so by the Company; provided, however, that said excess deliveries may be authorized by the Company to cure a Deficiency Imbalance.

# GENERAL SERVICES (GSG-LV) (Continued)

- (l) For Firm Transportation Service customers, the existence of imbalances as defined in Rider "I" or Rider "J" will be determined each day. If at the beginning of a day a customer has an imbalance, the gas to fulfill that customer's DCQ (or the quantity of gas burned on that day for a Rider "I" customer who has no DCQ) for that day will be the first gas through the City Gate Station for the customer's account on that day. Gas to correct existing imbalances will be considered as the last gas coming through the City Gas Station for that customer's account on that day.
- (m) RESERVED FOR FUTURE USE.
- (n) A Firm Transportation Service customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule GSG-LV on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.
- (o) For Firm Transportation Service customers the receipt of gas by the Company for transportation under this Rate Schedule GSG-LV shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- (p) The rates set forth in the Delivery Charge section of this Rate Schedule GSG-LV assume that the customer receives balancing service under Rider "J" to this Tariff. If the customer selects balancing service under Rider "I" of this Tariff, then the Delivery Charges will be adjusted to reflect the Rider "I" Charges.

### APPLICABLE TO USE OF SERVICE FOR:

All customers having a Firm Contract Demand, and an average annual daily Firm usage of 100 Mcf per day or more. To be eligible for service under this Rate Schedule CTS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system. Provided, however, that any customer receiving service under this Rate Schedule CTS prior to August 29, 2003 shall continue to be eligible to receive service under this Rate Schedule CTS, notwithstanding the foregoing, if said customers continues to have a Firm Contract Demand of 100 Mcf per day or more. Further provided, however, that if a customer ceases to receive service under this Rate Schedule CTS, and seeks to return to service under this Rate Schedule CTS, said customer must meet all requirements for eligibility as though applying for service in the first instance.

### **CHARACTER OF SERVICE:**

Firm Transportation Service and Limited Firm Transportation Service

**MONTHLY RATE:** (1)

Firm:

**Customer Charge:** \$642.00 per month

**Delivery Charges:** 

**Demand Charge:** D-1FT: \$29.3408 per Mcf of Contract Demand

**Volumetric Charges:** 

C-1FT:

All consumption for customers who elected to transfer from Sales Service to Firm

Transportation Service \$.1319421338 per therm

**Limited Firm:** 

**Customer Charge:** \$107.00 per month

**Delivery Charges:** 

Volumetric Charges:

C-1FT:

All consumption for customers who elected to transfer from Sales Service to Firm

Transportation Service \$.159000 per therm

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates.

### **B.P.U.N.J. No. 11 - GAS**

Original Sheet No. 22

## COMPREHENSIVE TRANSPORTATION SERVICE (CTS)

(Continued)

## **APPLICABLE RIDERS:**

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Balancing Service Clause: All gas delivered to Customers under this Rate Schedule CTS

is subject to Rider "I" of this Tariff

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

### LINE LOSS:

Line loss shall be 1.43% as provided in Special Provision (q).

### **MINIMUM BILL:**

Sum of monthly customer charge and monthly demand charge, irrespective of use.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

### TERM:

Customer may discontinue service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (LV).

## TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President Effective with service rendered on and after October 1, 2014

Filed pursuant to Order in Docket No. GR13111137 of the Board of Public Utilities, State of New Jersey, dated September 30, 2014

(Continued)

## **DEFINITIONS:**

- (1) "Gas Consumption" means the volume of gas, utilized by the customer, as measured at the customer's meter. Gas Consumption will be displayed on the Company's Electronic Bulletin Board ("EBB"). However, the responsibility for balancing shall remain with the customer even if the Company's EBB is inoperative.
- (2) On any day during which gas receipts for a customer's account exceed Gas Consumption, after adjustment to reflect line loss and sales authorized by the Company for this customer, a daily "Excess Imbalance" results.
- (3) On any day during which Gas Consumption exceeds gas receipts for a customer's account, after adjustment to reflect line loss and sales authorized by the Company, a daily "Deficiency Imbalance" results.
- (4) Daily Deficiency Imbalances and Daily Excess Imbalances may be collectively referred to as "Daily Imbalances".
- (5) "Net Monthly Imbalance" means the net of a customer's Daily Imbalances, if any, during a month. If monthly Gas Consumption exceeds monthly gas receipts for a customer's account, a Monthly Deficiency Imbalance results and if monthly gas receipts exceed monthly Gas Consumption, a Monthly Excess Imbalance results.
- (6) Upon termination of service under this Rate Schedule CTS, the Company shall review the status of customer's account. In the event that customer's account has a negative balance, the customer shall have thirty days to pay back such negative balance. If any negative balance remains after thirty days, the customer will be charged the GSG-LV Monthly BGSS rate multiplied by each therm of negative balance. If customer's account has a positive balance, the Company will purchase such gas at the Buy-Out Price.
- (7) As used in this Rate Schedule CTS, "Buy-Out Price" shall mean a price equal to the lowest price of gas delivered to the Company's system during the month the positive balance or an Excess Imbalance occurs.
- (8) As used in this Rate Schedule CTS, "CTS Year" shall mean a twelve (12) month period commencing November 1 and ending October 31.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

### **SPECIAL PROVISIONS:**

- (a) Customer shall contract for service under the Company's Standard Gas Service Agreement (LV). A customer electing Limited Firm service under this Rate Schedule CTS must execute a Standard Gas Service Agreement (LV) for an initial term of at least twelve (12) months. A CTS Firm customer taking Limited Firm service may not reduce its Firm Contract Demand.
- (b) Due to system constraints, the Company may instruct some or all Firm Transportation Service customers not to exceed Firm Contract Demand during a given twenty-four (24) hour period. Such instructions may be given orally or in writing. Any customer who then uses gas in excess of its Firm Contract Demand may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule CTS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service. Provided, however, that as to customers who have elected to take the Limited Firm service, such instruction will not be given more than ten (10) days during any CTS Year as to such Limited Firm service.

Due to system constraints, the Company may instruct some or all Firm Transportation Service customers not to exceed their nominated amounts of gas during a given twenty-four (24) hour period. Such instructions may be given orally or in writing. Any customer who then uses gas in excess of its nominated amount may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule CTS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer

demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service. Provided, however, that as to customers who have elected to take the Limited Firm service, such instruction will not be given more than ten (10) days during any CTS Year as to such Limited Firm service.

(c) If during any month a CTS customer having no Alternate Fuel Capability, and who has not elected LimitedFirm service utilizes gas in excess of its Firm Contract Demand as stated in the Standard Gas Service Agreement (LV), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such customer may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate section of this Rate Schedule CTS): Such additional charge shall

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

equal ten (10) times the highest price of the daily ranges for that month that are published in the <u>Gas Daily</u> in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This daily charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.

- (d) Except as provided in Special Provision (c) above, if during any month a customer utilizes gas in excess of that customer's aggregate daily Firm Contract Demand for said month, or if applicable, a larger amount authorized by the Company, such usage may be deemed to be utilized for either: (1) interruptible charges billed upon Rate Schedule ITS at the service charge and the transportation charge set forth under Rate Schedule ITS, Paragraph (a); or (2) Limited Firm charges set forth in the Monthly Rate section of this Rate Schedule CTS, whichever is applicable. An election to utilize Limited Firm service must be made for a period of at least twelve (12) months.
- (e) Customers shall use their best efforts to ensure that the daily volumes of gas scheduled for delivery into the Company's system for the customer's account, adjusted to reflect line loss and sales authorized by the Company, equal the volumes of daily Gas Consumption by the customer.
- (f) Customers shall be responsible for maintaining a balance between volumes of daily deliveries into the Company's system and daily Gas Consumption, adjusted to reflect line loss.
- (g) Certain levels of Daily Imbalances will be subject to a corrective plan, as provided in Paragraph (g) of this Rate Schedule CTS. Daily Imbalances of this level will be referred to as "Imbalances Requiring Action" or "IRA". An Excess Imbalance will become an IRA during the winter season if daily receipts exceed daily Gas Consumption by five (5%) percent, and during the summer season if daily receipts exceed daily Gas Consumption by seven and one half (7.5%) percent. A Deficiency Imbalance will become an IRA during the winter season if daily Gas Consumption exceeds daily receipts by five (5%) percent, and during the summer season if daily Gas Consumption exceeds daily receipts by seven and one half (7.5%) percent. The winter season, as used herein, is from November 1 through March 31. The summer season is from April 1 to October 31. Generally, the existence of an IRA will be determined for each customer, on an individual customer basis. However, for those customers who execute an Aggregation Agreement, acceptable to the Company, IRAs will be determined in the aggregate for all members of the Aggregation Group.

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(continued)

- (h) If a customer has an IRA as demonstrated on the Company's EBB, the customer must present a plan within forty-eight (48) hours of such demonstration to eliminate the IRA. Such plan must not, <u>inter alia</u>, adversely impact service to other customers, affect system integrity, or affect the Company's gas supply planning. If the plan presented by the customer is unacceptable to the Company, the Company will present an alternative plan. If the customer fails to present, within 48 hours after such demonstration, a plan to eliminate such IRA or fails to comply with a plan accepted by or offered by the Company, the customer shall be subject either to (a) billing for volumes of Gas Consumption in excess of receipts at a rate equal to five (5) times the Net Monthly Deficiency Imbalance Cash-Out Charge within Rider "I" of this Tariff, assuming a System Impact Charge of one (1.0); or (b) a buyout of the excess of receipts over volumes of Gas Consumption at a rate equal to one-fifth (1/5) of the Net Monthly Excess Imbalance Cash-Out Credit within Rider "I" of this Tariff, assuming a System Impact Charge of one (1.0). Imbalances at month end will be treated no differently than imbalances during the month in that the applicable 48 hour correction period may continue into a subsequent month.
- (i) Notwithstanding any other provision of this Rate Schedule CTS, if the Company determines in its sole reasonable discretion that it is necessary to do so to alleviate operating conditions which may threaten the integrity of its system, the Company may issue an Operational Flow Order ("OFO") to some or all customers subject to this Rate Schedule CTS. The Company shall provide customers and their Aggregator/ Marketer's with notice of an OFO by posting the same on the Company's EBB, and by facsimile transmission. Alternatively, the Company may provide notice by telephone or otherwise of said OFO. Such notice shall be effective within twenty-four hours of posting unless exigent circumstances require shorter notice, which shorter notice shall be specified in the posting. The OFO may direct, inter alia, the cessation of the creation of Deficiency Imbalances or of Excess Imbalances and that customers make a good faith effort to eliminate existing Deficiency Imbalances or Excess Imbalances. For purposes of this paragraph (i) of this Rate Schedule CTS, if a customer is a member of a Customer Group pursuant to an Aggregator/Marketer's Agreement, Deficiency Imbalances and Excess Imbalances for that customer and for all members of the Customer Group shall be aggregated. Failure to comply with an OFO shall result in the creation of an OFO Deficiency Imbalance or for an OFO Excess Imbalance. The customer may be invoiced for any OFO Deficiency Imbalance or for any OFO Excess Imbalance at a rate of Fifty Dollars (\$50.00) per Mcf of such OFO Deficiency Imbalance or OFO Excess Imbalance for each day that said OFO Deficiency Imbalance or OFO Excess Imbalance remains in effect. In addition, after the Company has taken the steps set forth in this paragraph (i), any customer failing to adhere to an OFO shall be subject to immediate termination of all gas service.
- (j) Any customer receiving service subject to this Rate Schedule CTS must maintain computer capability necessary to access the Company's EBB directly or through an Aggregator and/or Marketer pursuant to an Aggregator's/Marketer's Agreement acceptable to the Company.
- (k) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (l) Any customer receiving service subject to this Rate Schedule CTS must balance its CTS Firm Load, and if applicable, its ITS and CTS Limited Firm load pursuant to the terms of this Rate Schedule CTS.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

- (m) A customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule CTS on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.
- (n) Customer shall contract for service under the Company's Standard Gas Service Agreement (LV).
- (o) In the event that, during any month the sum of the month-to-date Deficiency Imbalances or Excess Imbalances, for non-Force Majeure reasons, for an Aggregator/Marketer exceeds three (3) times the ACD, the Company will immediately notify the Aggregator/Marketer via telephone, facsimile or similar means. If Deficiency Imbalances or Excess Imbalances reach five (5) times the ACD, the following will occur: (1) the Aggregator/Marketer is no longer eligible to function as an Aggregator/Marketer on the Company's system until the conditions set forth in this paragraph (m) are satisfied, but not before the first (1st) day of the following month; and (2) for the balance of the current month and for future months, the affected Aggregator/Marketer's customers will be supplied natural gas by the Company and will be billed on a prorated basis pursuant to the Rate Schedule GSG-LV Monthly BGSS rate. Such customers will be charged on a prorated basis upon this Rate Schedule CTS, including all Special Provisions of this Rate Schedule CTS for gas delivered, including gas deliveries resulting in imbalances, prior to the implementation of the Rate Schedule GSG-LV Monthly BGSS rate.

In order to be reinstated as an eligible Aggregator/Marketer, following termination of aggregator/ Marketer status for Deficiency Imbalances or Excess Imbalances as set forth above, the Aggregator/Marketer in addition to meeting all other applicable requirements must post and maintain for one (1) year security in a credit facility satisfactory to the Company in an amount equal to two (2) times that which would otherwise be required by the Company. At the conclusion of that year and assuming no additional occurrence of Deficiency Imbalances or Excess Imbalances as described above, the Aggregator/Marketer will be released from its obligation to provide security in excess of that otherwise required by the Company. If an additional Deficiency Imbalance or Excess Imbalance as described above occurs during that one-year period, the Aggregator/Marketer will be disqualified as an Aggregator/Marketer upon the Company's system for an additional one (1) year period. As used in this Paragraph (m), ACD shall mean the aggregate of all Contract Demands, expressed in dekatherms, of all customers served by an Aggregator/Marketer under this Rate Schedule CTS.

(p) The receipt of gas by the Company for transportation under this Rate Schedule CTS shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will by the Company-wide line loss percentage.

(continued)

- (q) Customers subscribing to this Rate Schedule CTS may elect the "opt-out" provision provided for in the Standard Gas Service Agreement (LV). Such an "opt-out" customer will have no right or entitlement to have base load gas provided by the Company. Provided, however, that a customer electing the "opt-out" provision shall be eligible to receive balancing services from the Company pursuant to appropriate rate schedules and riders. In the case that an "opt-out" customer cannot provide for its capacity, gas supply, or both, the customer must either discontinue the use of base load gas or have it provided by South Jersey at the incremental price. The incremental price charged to an "opt-out" customer shall be the sum of: (1) the highest commodity cost of gas paid by the Company during the month in which the "opt-out" customer uses "Company" gas; and (2) the higher of the cost of incremental capacity needed to serve the returning "opt-out" customer or the system weighted average cost of capacity, plus other charges which must be paid by customers eligible for South Jersey's Monthly BGSS charge. The incremental price will be charged to the customer until the effective date of a new Standard Gas Service Agreement.
- (r) An "opt-out" customer will become eligible to purchase base load gas from the Company or transport gas without "opt-out" status, upon six months' notice to the Company of intention to no longer be an "opt-out" customer, provided that prior to the expiration of the six month notice period, the customer shall have entered into a new Standard Gas Service Agreement which includes the customer's agreement to purchase base load gas or transport without an "opt-out" status for a term of not less than one year. Upon the effective date of the new Standard Gas Service Agreement, which shall be no sooner than the end of the six month period in said notice, the customer shall no longer be obligated to pay the incremental prices set forth above. However, said customer will then be obligated to pay the higher balancing charge of \$0.126 per Dt, including taxes. The Company will not have the right to waive this six month notice requirement.

#### LARGE VOLUME SERVICE (LVS)

## APPLICABLE TO USE OF SERVICE FOR:

Firm Sales Service and Firm Transportation Service pursuant to this Rate Schedule LVS, shall be available to all Industrial Customers with a Contract Demand and a minimum annualized average use of 200 Mcf per day. To be eligible for Firm Transportation Service under this Rate Schedule LVS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

## CHARACTER OF SERVICE:

Firm Sales Service, Limited Firm Sales Service, Firm Transportation Service, and Limited Firm Transportation Service.

**MONTHLY RATE:** (1)

Firm:

**Customer Charge:** 

\$963.0000 per month

**Delivery Charge:** 

(a) All consumption for customers who elected to transfer from Firm Sales Service to Firm Transportation Service

Demand Charge:

D-1FT: \$15.926100 per Mcf of Contract Demand

Volumetric Charge:

C-1FT: \$.<u>131835</u>1337 per therm

(b) All consumption for customers who elect Firm Sales Service

Demand Charge:

D-1: \$15.926100 per Mcf of Contract Demand

Volumetric Charge:

C-1: \$.<u>131835</u>1337 per therm

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates.

## LARGE VOLUME SERVICE (LVS)

(continued)

## Basic Gas Supply Service ("BGSS") Charge:

Demand Charge:

D-2: \$15.518300 per Mcf of Contract Demand.

Volumetric Charge:

C-2: See Rider "A" of this Tariff.

## **Limited Firm:**

## **Customer Charge:**

\$107.0000 per month

## **Delivery Charge:**

(a) All consumption for customers who elected to transfer from Firm Sales Service to Firm Transportation Service

Volumetric Charge:

C-1FT: \$.197700 per therm

(b) All consumption for customers who elect Firm Sales Service

Volumetric Charge:

C-1FT: \$.197700 per therm

# Basic Gas Supply Service ("BGSS") Charge:

Volumetric Charge:

C-2: See Rider "A" of this Tariff.

## PRICE TO COMPARE:

The Company will provide the Price to Compare for an LVS customer, at said customer's request.

## LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (h).

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

### **B.P.U.N.J. No. 11 - GAS**

Original Sheet No. 29

## LARGE VOLUME SERVICE (LVS)

(continued)

### **MINIMUM BILL:**

Sum of monthly Customer Charge and monthly Demand Charges, irrespective of use.

#### APPLICABLE RIDERS:

Basic Gas Supply Service Clause: The C-2 rate is depicted in Rider "A" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Balancing Service Clause: All gas delivered to Customers under this Rate Schedule LVS is

subject to Rider "I", of this Tariff.

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

### TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

## **TERM:**

Customer may discontinue service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (LV).

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

#### LARGE VOLUME SERVICE (LVS)

(Continued)

## **SPECIAL PROVISIONS:**

- (a) Customer shall contract for service under the Company's Standard Gas Service Agreement (LV). A customer electing Limited Firm service under this Rate Schedule LVS must execute a Standard Gas Service Agreement (LV) for an initial term of at least twelve (12) months. An LVS Firm customer taking Limited Firm service may not reduce its Firm Contract Demand.
- (b) Due to system constraints, the Company may instruct some or all Firm Sales Service or Firm Transportation Service customers not to exceed the stated Contract Demand in the Standard Gas Service Agreement (LV) during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of its Contract Demand may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule LVS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.

Due to system constraints, the Company may instruct some or all Firm Transportation Service customers not to exceed their nominated amounts of gas during a given twenty-four (24) hour period. Such instructions may be given orally or in writing. Any customer who then uses gas in excess of its nominated amount may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule LVS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y." This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service. Provided, however, that as to customers who have elected to take the Limited Firm service, such instruction will not be given more than ten (10) days during any LVS Year as to such Limited Firm service.

Due to system constraints, the Company may instruct some or all Limited Firm sales customers or Limited Firm transportation customers to cease utilizing any gas service. Such instruction may not be given on more than ten (10) days during any Winter Season.

(c) If during any month a Firm Sales Service or Firm Transportation Service customer having Alternate Fuel Capability utilizes gas in excess of the stated Contract Demand in the Standard Gas Service Agreement (LV), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such excess usage may be deemed to be utilized for either: (i) interruptible service to be billed upon Rate Schedule ITS at the service charge and the transportation charge set forth under Rate Schedule ITS, Paragraph (a); or (ii) Limited Firm charges set forth in the Monthly Rate Section of this Rate Schedule (LVS) whichever is applicable. An election to utilize Limited Firm transportation service or Limited Firm sales service must be made for a period of at least twelve (12) months.

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#### LARGE VOLUME SERVICE (LVS)

(Continued)

- (d) If during any month a Firm Sales Service or Firm Transportation Service customer without Alternate Fuel Capability utilizes gas in excess of the stated Contract Demand in the Standard Gas Service Agreement (LV), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such customer may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule LVS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the <u>Gas Daily</u> in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This daily charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (e) The Company will not accept gas for delivery from a Firm Transportation Service customer that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- (f) The Firm Transportation Service customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's City Gate Station and to provide interstate pipeline capacity.
- (g) The Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in connection with the initiation and rendering of service under this Rate Schedule LVS. If the Company has accepted gas for delivery under this Rate Schedule and as a result thereof it incurs any financial or burdensome administrative obligation, the Company may impose a surcharge therefore.
- (h) The receipt of gas by the Company for Firm Transportation Service customers under this Rate Schedule LVS shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- \_(i) Firm Transportation Service customers may not arrange for delivery to the Company, on any day, of gas volumes in excess of customer's then applicable daily Contract Demand unless authorized to do so by the Company; provided, however, that said excess deliveries may be authorized by the Company to cure a Deficiency Imbalance.
- \_ (j) -The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to \_\_\_\_\_minimize the customer's \_expense for such installation.
- \_ (k) -The existence of imbalances as defined in Rider "I" will be determined each day. If at the beginning of a day a Firm Transportation Service customer has an imbalance, the gas to fulfill that customer's daily Contract Demand for that day will be the first gas through the City Gate Station for the customer's account on that day. Gas to correct existing imbalances will be considered as the last gas coming through the City Gas Station for that customer's account on that day.

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#### LARGE VOLUME SERVICE (LVS)

- (l) A Firm Transportation Service customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule LVS on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.
- (m) The BGSS D-2 Demand Charge will equal the Company's system weighted average interstate pipeline demand charge plus the system weighted average gas reservation charge both as of October 1 of each year. The BGSS D-2 Demand Charge is subject to annual adjustment, to be made in the same proceeding in which the Company's annual Periodic BGSS Rate is established for the BGSS Year pursuant to Rider "A" of this Tariff. The BGSS D-2 Demand Charge shall not be less than the sum of the following: (1) the demand charge invoiced by Transcontinental Gas Pipe Line Corporation for its FT service; (2) the Pipeline Capacity Factor; and (3) one dollar (\$1.00) per Dt.
- (n) The Pipeline Capacity Factor will recover the difference between the Company's system weighted average pipeline demand cost and the demand cost of Transcontinental Gas Pipe Line Corporation's FT charge.
- (o) Customers subscribing to this Rate Schedule LVS may elect the "opt-out" provision provided for in the Standard Gas Service Agreement (LV). Such an "opt-out" customer will have no right or entitlement to have base load gas provided by the Company. Provided, however, that a customer electing the "opt-out" provision shall be eligible to receive balancing services from the Company pursuant to appropriate rate schedules and riders. In the case that an "opt-out" customer cannot provide for its capacity, gas supply, or both, the customer must either discontinue the use of base load gas or have it provided by South Jersey at the incremental price. The incremental price charged to an "opt-out" customer shall be the sum of: (1) the highest commodity cost of gas paid by the Company during the month in which the "opt-out" customer uses "Company" gas; and (2) the higher of the cost of incremental capacity needed to serve the returning "opt-out" customer or the system weighted average cost of capacity, plus other charges which must be paid by customers eligible for South Jersey's Monthly BGSS charge. The incremental price will be charged to the customer until the effective date of a new Standard Gas Service Agreement.
- (p) An "opt-out" customer will become eligible to purchase base load gas from the Company, or transport gas without "opt-out" status, upon six months' notice to the Company of intention to no longer be an "opt-out" customer, provided that prior to the expiration of the six month notice period, the customer shall have entered into a new Standard Gas Service Agreement which includes the customer's agreement to purchase base load gas or transport without an "opt-out" status for a term of not less than one year. Upon the effective date of the six month period in said notice, the customer shall no longer be obligated to pay the incremental prices set forth above. However, said customer will then be obligated to pay the higher balancing charge of \$0.126 per Dt, including taxes. The Company will not have the right to waive this six month notice requirement.

## APPLICABLE TO USE OF SERVICE FOR:

All gas that is purchased or transported to generate electricity. Provided, however, that in order to qualify for this Rate Schedule FES, a customer must have a Winter Daily Contract Demand of 1,000 Mcf per day or more, or a Summer Daily Contract Demand of 2,000 Mcf per day or more, or both. To be eligible for Firm Transportation Service under this Rate Schedule FES, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

## **CHARACTER OF SERVICE:**

Firm Sales Service and Firm Transportation Service.

# MONTHLY RATE (1) (2)

## WINTER (November - March):

## **Demand Charge:**

- \$3.100000 per Mcf of Winter Daily Contract Demand D-1
- D-2 \$7.759100 per Mcf of Daily Billing Determinant or \$0 for Firm Transportation customers

# Volumetric Charge:

- \$.096500<del>1276</del> per therm of consumption C-1:
- FES Monthly Commodity Rate, pursuant to Rider "A" and Special Provision (x), OR C-2: Customer Owned Gas Clause, Rider "D"
- \$.<u>174300</u>1432 per therm of consumption C-3:
- C-4: Escalator Rate - Charge may change monthly pursuant to Standard Gas Service Addendum.

Minimum Bill: The monthly D-1 and D-2 charges, irrespective of use.

# **SUMMER (April – October):**

## **Demand Charge:**

- \$3.1000 per Mcf of Summer Daily Contract Demand D-1
- D-2 \$7.7591 per Mcf of Daily Billing Determinant or \$0 for Firm Transportation customers

## Volumetric Charge:

- C-1: \$.<u>0965001276</u> per therm of consumption
- C-2: FES Monthly Commodity Rate, pursuant to Rider "A" and Special Provision (x), OR
  - Customer Owned Gas Clause, Rider "D" \$.1743001432 per therm of consumption
- C-3:
- Escalator Rate Charge may change monthly pursuant to Standard Gas Service Addendum. C-4:

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<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates.

<sup>(2)</sup> Please refer to Special Provision (p)

(Continued)

**MINIMUM BILL:** The monthly D-1 and D-2 charge, irrespective of use.

## LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (d).

#### APPLICABLE RIDERS:

Basic Gas Supply Clause: The C-2 Rate is depicted on Rider A to this tariff, and is subject

to adjustment pursuant to Special Provision (x) of this Rate

Schedule.

Customer Owned Gas Clause: The C-2 Volumetric Charge is subject to adjustment, pursuant

to Rider "D" of this Tariff, if the customer so requests in an

executed Standard Gas Service Agreement (FES).

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

# TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a non-business day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

# TERM:

Customer may discontinue service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (FES).

## TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

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(Continued)

# **SPECIAL PROVISIONS:**

- (a) Customer shall contract for service under the Company's Standard Gas Service Agreement (FES), specifying a Winter Daily Contract Demand, a Summer Daily Contract Demand, an Annual Billing Determinant (ABD) and Daily Billing Determinant. In any given calendar year, should an FES
  - customer not consume its ABD, the customer shall be billed the C-3 Charge for the difference in therms between the ABD and actual consumption.
- (b) On any day during the Winter Season, an FES customer may request service above its Winter Daily Contract Demand, and the Company may provide such service in the Company's sole reasonable discretion. If the FES customer requests such service, and such request is granted by the Company, (in addition to charges set forth in the Monthly Rate Section of this Rate Schedule FES) the customer will be charged 1.5 times the 100% load factor equivalent of the Winter D-1 and one times the D-2 Charge for the difference between the amount authorized by the Company for that day and the customer's Winter Daily Contract Demand, irrespective of whether the customer consumes this amount. Any consumption under this Special Provision (b) shall not be applied to meet the customer's requirement to consume its ABD pursuant to Special Provision (a).
- (c) During the Winter Season an FES Firm Sales Service or Firm Transportation Service customer may not exceed the stated Winter Daily Contract Demand in the Standard Gas Service Agreement (FES) during a twenty-four (24) hour period without authorization from the Company. Any customer who uses in excess of its Winter Daily Contract Demand without authorization, or if applicable, a larger amount authorized by the Company (excess usage), may be subject to an additional charge (in addition to charges set forth in the Monthly Rate Section of this Rate Schedule FES), for such excess use. Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, Zone 6 Non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. The customer shall also be charged 1.5 times the 100% load factor equivalent of the Winter D-1 Charge for all excess usage. Provided, however, that the Company may waive such charges if customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (d) For Firm Transportation Service customers, the receipt of gas by the Company for transportation under this Rate Schedule FES shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- (e) In the Standard Gas Service Agreement (FES) customer shall designate the facility (or facilities) at which service will be received under this Rate Schedule (FES) ("FES Facility").
- (f) RESERVED FOR FUTURE USE
- (g) RESERVED FOR FUTURE USE

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# SOUTH JERSEY GAS COMPANY

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(Continued)

- (h) The Company may install an electronic data collection system pursuant to Section 6.1 of the General

   Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (i) Service pursuant to this Rate Schedule FES shall be provided within the existing limitations of Company's system, and Company shall not be required to expand or alter the said system. Should Company, prior to the institution of service under this Rate Schedule FES in its sole reasonable discretion, elect to expand or alter its system in order to provide service pursuant to this Rate Schedule FES, the Company may require the customer to make a payment towards all or a part of the cost of the said expansion or alteration as Company shall determine in Company's discretion. Provided, however, that before making such expansion or alteration, Company shall provide an estimate in writing of the cost of such expansion or alteration to customer. Provided, however, that the making of such a payment shall give the customer no interest in the Company's system. All rights, including the rights of ownership and possession, shall be vested exclusively in the Company.
- (j) The Company may, at its sole reasonable discretion, offer a Winter and Summer D-1 Demand Charge and a C-3 Volumetric Charge on a negotiated basis. The D-1 charges, in conjunction with the C-3 charge, may not be lower than an amount sufficient to generate a reasonable return on capital investments made by the Company to provide service under this Rate Schedule FES and recovery of marginal and embedded costs, including depreciation. Such an offer shall be based upon cost of service and value of service considerations, including but not limited to such factors as: (1) proximity of customer to the Company's transmission lines; (2) whether the customer will utilize the Company's interstate pipeline capacity; (3) whether the customer will provide its own gas supply; (4) level of interruption elected by the customer pursuant to Special Provision (r) of this Rate Schedule; and (5) other pertinent factors. Such negotiated rates shall be set forth in the Standard Gas Service Agreement (FES) and filed with the Board within thirty (30) days of execution, for approval. Service Agreements containing the Benchmark Rates shown in the Monthly Rate section of this Rate Schedule (FES) shall not require filing with the Board. All agreements submitted to the Board for approval with a term of greater than five (5) years, must be accompanied by a justification for the extended term. The Company, the customer, the Board and its Staff shall treat any Standard Gas Service Agreement (FES) filed or to be filed with the Board, any petition related thereto, supporting documentation or any discovery related thereto as proprietary and trade secrets of the Company. As such, the contents of such material shall not be disclosed to any party, unless that party executes a confidentiality agreement acceptable to the Company.
- (k) The D-2 Charge set forth above is subject to an annual adjustment, which shall be made in the same proceeding in which the Company's Basic Gas Supply Service rates are established pursuant to Rider "A" of this Tariff. The D-2 Charge shall equal one half (1/2) the weighted average of all interstate pipeline demand charges imposed upon the Company, applicable October 1 of each year, plus applicable taxes. Said D-2 Charge will recover any pipeline demand charges, gas inventory charges, gas reservation charges, direct bill take-or-pay surcharges and similar charges. The C-2 Charge includes all commodity cost of gas to the Company other than the commodity cost of liquefied natural gas plus applicable taxes.

- (l) On or before the twentieth day of each calendar month the customer shall provide to the Company, on a form to be provided by the Company, a Notice of Intent relative to Rider D. On said form customer shall advise Company as to whether it will only provide its own gas for delivery under Rider D, including potential peak day usage, or purchase some amount of the Company's gas under this Rate Schedule FES for the month succeeding delivery of said form. If during the month succeeding delivery of said form the customer requires gas supplies from the Company, over and above those so designated on the Notice of Intent, the Company will provide such supplies assuming availability of said supplies and interstate pipeline capacity. The Company's offer to provide such supplies shall include a rate for such gas which is no lower than the C-2 rate set forth in the Monthly Rate section of this Rate Schedule FES. If the FES customer accepts the rate so offered by the Company, the Company will give adequate notice of said offer and acceptance to the Board.
- (m) An FES customer who holds clear and marketable title to gas and who provides its own firm interstate pipeline capacity to the Company's City Gate Station may request authorization from the Company for discount of the Firm D-2 charge as set forth in the Monthly Rate Section of this Rate Schedule FES; provided, however, that said D-2 charges shall in no event be discounted for direct bill take-or-pay surcharges and similar charges.
- (n) Any charges imposed pursuant to the above Special Provisions of this Rate Schedule FES shall be in addition to other charges imposed pursuant to this Rate Schedule FES.
- (o) A Customer generating electricity, that qualifies pursuant to the provisions of N.J.S.A. 54:30A 50(c) shall be entitled to an appropriate rate reduction, to reflect the tax exemption.
- (p) Notwithstanding any other provisions of this Rate Schedule FES, customers who have previously executed a Standard Gas Service Agreement (LVCS) shall continue, from and after the date of acceptance of this Rate Schedule FES, for as long as such previously executed Standard Gas Service Agreement (LVCS) shall remain in effect, to be charged in accordance with the terms of the existing Standard Gas Service Agreement (LVCS). In this regard, such customers shall continue to be charged the LVCS D-1 and C-3 rates now charged by the Company, pursuant to existing Standard Gas Service Agreements (LVCS), until such customers no longer receive service pursuant to such Standard Gas Service Agreements (LVCS). This Special Provision (q) shall be applicable to those Standard Gas Service Agreements (LVCS) in existence prior to August 29, 2003.

- The customer shall indicate in the Standard Gas Service Agreement (FES) the maximum (q) number of days during the Winter Season during which some or all of the customer's Winter Daily Contract Demand shall be interrupted. Due to system constraints, the Company may instruct one or all FES customer's to limit all or a portion of the customer's Winter Daily Contract Demand during a given twenty-four (24) hour period. Such instructions may be given orally or in writing but may be given no more then the number of days of permissible interruption specified in the Standard Gas Service Agreement (FES). Any customer who uses gas in excess of the amount to which the customer is interrupted during a given twenty-four (24) hour period may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule FES). Such additional charge shall be equal to ten (10) times the highest price of the daily ranges for that month that are published in Gas Daily in the table "Daily Price Survey" for delivery to "Transco, Zone 6 non-N.Y.". This charge shall not be lower then the maximum penalty charge for unauthorized daily overruns as provided in the FERCapproved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (r) Pursuant to this Rate Schedule FES, when it is appropriate to charge a customer the 100% load factor equivalent of a Demand Charge, the same shall be calculated by dividing the Demand Charge by (30.4 x Therm Factor x 10).
- (s) The D-1 and C-3 rates set forth in the Monthly Rate section of this Rate Schedule FES are "Benchmark" Rates. Unless different rates are offered and accepted pursuant to Special Provision (j) the Benchmark Rates will be applicable.
- (t) If the Benchmark Rates are applicable, the Customer will be subject to all future rate changes to such Benchmark Rates approved by the Board. Provided, however, that if negotiated rates are applicable, those negotiated rates will be subject to the same percentage changes that the Benchmark Rates are subject to through appropriate base rate proceedings. Provided, however, that agreements for negotiated rates may provide that the same percentage changes will not apply, if the Company provides justification for such non-applicability, and the Board finds it to be reasonable.
- (u) For all customers who become customers under this Rate Schedule FES after July 1, 2004, any increases or decreases to Rider "B", Rider "E", and Rider "I" shall be applicable to the Benchmark Rates, as well as negotiated rates.

- (v) As of July 6, 2004, only one customer was receiving service under this Rate Schedule FES. Notwithstanding any other provision of this Rate Schedule FES, that customer's existing Standard Gas Service Agreement ("FES"), and amendments and addenda thereto (the "Existing Agreement") will continue in effect without modification to its terms or the rates paid. The Existing Agreement will only remain in effect if on or before August 16, 2004, the Company files a new Standard Gas Service Agreement ("FES") (the "Replacement Agreement") for approval by the Board. If the Replacement Agreement is not filed on or before August 16, 2004, then the FES customer will be invoiced at the Benchmark rates contained in this Rate Schedule FES. If the Replacement Agreement is filed on or before August 16, 2004, then the Existing Agreement will remain in effect, until the Board acts upon the Replacement Agreement.
- (w) The FES Monthly Commodity rate shall be calculated each month pursuant to the Monthly BGSS Subrider of the Basic Gas Supply Service Clause to this Tariff, except that paragraph (3) of the Monthly Formula in the Monthly BGSS Subrider shall not apply to FES customers At any time during the month after the FES Monthly Commodity rate has been established, the Company may file a higher or lower rate to reflect changes or anticipated changes in gas costs. Such change may be made at the sole option of the Company after 3 hours advance notice, by telephone or otherwise, has been given to the Board and affected consumers.

# APPLICABLE TO USE OF SERVICE FOR:

Residential, commercial and industrial uses for electric generation facilities; all Prime Movers; and all engine driven equipment (whether or not used for electric generation). Provided, however, that in order to be eligible for this Rate Schedule EGS, a customer must have a Firm Daily Contract Demand of less than 200 Mcf per day; provided, however, that a residential EGS customer will have no Firm Daily Contract Demand. To be eligible for Firm Transportation Service under this Rate Schedule EGS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

## **CHARACTER OF SERVICE:**

Firm Sales Service and Firm Transportation Service

**MONTHLY RATE:** (1)(2)

**Residential Customer Charge:** 

\$<u>9.630000</u>8.923800 per month

**Residential Delivery Charge** 

**Residential Volumetric Charge:** 

\$.277700 per therm

Commercial and Industrial Customer Charge:

\$26.75 per month

**Commercial and Industrial Delivery Charge:** 

**Commercial and Industrial Demand Charge:** 

D-1 Charge:

\$6.955000 per Mcf of contract

**Volumetric Charges:** 

Winter Season (effective during billing months of November through March):

All Consumption for Firm Sales Service

\$.267935<del>2664</del> per therm

All Consumption for Firm Transportation Service

\$.267935<del>2664</del> per therm

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates.

<sup>(2)</sup> See Special Provision (k) of this Rate Schedule EGS, regarding appropriate balancing charges.

(Continued)

Summer Season (effective during billing months of April through October):

All Consumption for Firm Sales Service \$.2358352343 per therm

All Consumption for Firm Transportation Service \$.2358352343 per therm

Basic Gas Supply Service ("BGSS") Charge:

All Consumption See Rider "A" of this Tariff.

LINE LOSS:

Line Loss shall be 1.43% as provided in Special Provision (p).

APPLICABLE RIDERS:

Basic Gas Supply Service Clause: BGSS charges are depicted in Rider "A" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, pursuant to

Rider "E" of this Tariff.

Balancing Service Clause The rates set forth above have been adjusted, as is

appropriate, pursuant to Rider "J" of this Tariff.

However, also see Special Provision (k) regarding Rider

"I".

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is

appropriate, pursuant to Rider "N" of this Tariff.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a non-business day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

(Continued)

## **TERM:**

The Company may offer service to a customer provided that the customer and the Company contract for service under the Company's Standard Gas Service Agreement (EGS). The Company shall be obligated to offer the customer a contract under this Rate Schedule EGS for service for a minimum of a 12 month period.

## TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

## SPECIAL PROVISIONS:

- (a) EGS equipment must be metered and billed separately from all other gas equipment that may be used in a customer's facility.
- (b) The Company will not accept gas for delivery to Firm Transportation Service customers that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- (c) The Firm Transportation Service customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's City Gate Station and to provide interstate pipeline capacity.
- (d) The Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in any financial or burdensome administrative obligation, the Company may impose a surcharge therefore.
- (e) Firm Transportation Service customers may not arrange for delivery to the Company, on any day, of gas volumes in excess of customer's then applicable Daily Contract Quantity ("DCQ") (or the quantity of gas burned daily if the Rider "I" customer has no DCQ) unless authorized to do so by the Company; provided, however, that said excess deliveries may be authorized by the Company to cure a Deficiency Imbalance.
- (f) For Firm Transportation Service customers, the existence of imbalances as defined in Rider "I" or Rider "J" will be determined each day. If at the beginning of a day a customer has an imbalance, the gas to fulfill that customer's Daily Contract Quantity ("DCQ") (or the quantity of gas burned on that day for a Rider "I" customer who has no DCQ) for that day will be the first gas through the City Gate Station for the customer's account on that day. Gas to correct existing imbalances will be considered as the last gas coming through the City Gas Station for that customer's account on that day.

- Due to system constraints, the Company may instruct some or all EGS Firm Sales Service or Firm Transportation Service customers not to exceed the stated Firm Daily Contract Demand in the Standard Gas Service Agreement (EGS) during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of its Firm Daily Contract Demand may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule EGS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (h) If during any month a Firm Sales Service or Firm Transportation Service customer having Alternate Fuel Capability utilizes gas in excess of the stated Firm Daily Contract Demand in the Standard Gas Service Agreement (EGS), multiplied by the number of days in that month, or if applicable, a larger amount authorized by the Company, such excess shall be deemed utilized for interruptible uses, and may be billed pursuant to Rate Schedule IGS or ITS, as applicable.
- (i) If during any month a Firm Sales Service or Firm Transportation Service customer without Alternate Fuel Capability utilizes gas in excess of the stated Firm Daily Contract Demand in the Standard Gas Service Agreement (EGS), or if applicable, a larger amount authorized by the Company, such customer may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule EGS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.", multiplied by the number of days in that month. This daily charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (j) The rates set forth in the Delivery Charge section of this Rate Schedule EGS assume that the customer receives balancing service under Rider "J" to this Tariff. If the customer selects balancing service under Rider "I" of this Tariff, then the Delivery Charges will be adjusted to reflect the Rider "I" Charges.
- (k) The Company may install an electronic data collection system pursuant to Section 6.1 of the General

   Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and

  phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.

- (l) To be eligible for Firm Transportation Service under this Rate Schedule EGS, a customer must hold clear and marketable title to gas that is made available for delivery to the customer's facility on the Company's system.
- (m) A Customer generating electricity, that qualifies pursuant to the provisions of N.J.S.A. 54:30A-50(c) shall be entitled to an appropriate rate reduction, to reflect the tax exemption.
- (n) A Firm Transportation Service customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule EGS on any day. All scheduling must be done in whole number dekatherms.
- (o) For Firm Transportation Service customers, the receipt of gas by the Company for transportation under this Rate Schedule EGS shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Companywide line loss percentage.

# ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV)

## APPLICABLE TO USE OF SERVICE FOR:

All commercial and industrial electric generation facilities; all Prime Movers and all engine driven equipment (whether or not used for electric generation). Provided, however, that in order to be eligible for this Rate Schedule EGS-LV, a customer must have a Firm Daily Contract Demand of 200 Mcf per day or more. To be eligible for Firm Transportation Service under this Rate Schedule EGS-LVS, a customer must hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system.

# **CHARACTER OF SERVICE:**

Firm Sales Service, Firm Transportation Service, Limited Firm Sales Service and Limited Firm Transportation Service.

# MONTHLY RATE: (1)

## **Customer Charge:**

\$192.60 per month

## FIRM:

# **Demand Charges:** (2)

- D-1 \$20.42625415.593500 per Mcf of Firm Daily Contract Demand.
- D-2 \$18.154100 per Mcf of Firm Daily Contract Demand or \$0 for Firm Transportation customers.

# Volumetric Charge:

- C-1: \$.0965001276 per therm of consumption
- C-2: As depicted in the Monthly BGSS Subrider of Rider "A" of this Tariff, OR Customer Owned Gas Clause, Rider "D"

**Minimum Bill:** Monthly D-1 and D-2 charges, irrespective of use.

# LIMITED FIRM:

## **Demand Charge:**

D-2 \$7.759100 per Mcf of Limited Firm Daily Contract Demand or \$0 for Limited Firm Transportation customers

# **Volumetric Charge:** (2)

- C-1: \$.<u>0965001276</u> per therm of consumption
- C-2: As depicted in the Monthly BGSS Subrider of Rider "A" of this Tariff, OR Customer Owned Gas Clause, Rider "D"
- C-3 \$.<u>174300143200</u> per therm for all consumption within Limited Firm Contract

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>(1)</sup> Please refer to Appendix A for components of Monthly Rates.

<sup>(2)</sup> Please refer to Special Provision (j).

Demand level.<sup>1</sup>

ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV) (Continued)	
Minimum Bill:	Monthly D-2 charge, irrespective of use.

# SOUTH JERSEY GAS COMPANY

## **B.P.U.N.J. No. 11 - GAS**

Original Sheet No. 46

## **ELECTRIC GENERATION SERVICE LARGE VOLUME (EGS-LV)**

(Continued)

## LINE LOSS

Line Loss shall be 1.43% as provided in Special Provision (j).

## **APPLICABLE RIDERS:**

Basic Gas Supply Service Clause: The C-2 rate is depicted in Rider "A" of this Tariff.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Customer Owned Gas Clause: The Firm and Limited Firm C-2 Volumetric Charges are subject to

adjustment, pursuant to Rider "D" of this Tariff, if so elected in an

executed Standard Gas Service Agreement (EGS-LV).

Balancing Service Clause: All gas delivered to customers under this Rate Schedule EGS-LV is

subject to Rider "I" of this Tariff.

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "N" of this Tariff.

All rates, except for the Firm and Limited Firm C-2 Volumetric Charges, are subject to Special Provision (e) of this Rate Schedule (EGS-LV).

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

#### TERM:

Customer may discontinue service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (EGS-LV). The Company will continue service, and take all steps it deems reasonable to provide such service during the term specified in the Standard Gas Service Agreement (EGS-LV). Provided, however, that each year effective November 1 such agreement is subject to revision by the Company to reflect its ability to continue service at Standard Gas Service Agreement (EGS-LV) levels. No change in service level shall be effective unless the Company notifies the customer on or before May 1 of any year. Based upon such review, the Company may advise the customer that the Company cannot provide service

# SOUTH JERSEY GAS COMPANY

B.P.U.N.J. No. 11 - GAS Original Sheet No. 46

# ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV) (Continued)

at such levels for the ensuing 12 month period, and further advise the customer as to what levels of service the

# ELECTRIC GENERATION SERVICE LARGE VOLUME (EGS-LV) (Continued)

Company can provide for such period. The customer shall have thirty (30) days from such notice to accept the revised levels of service, or terminate the Standard Gas Service Agreement (EGS-LV) effective the following November 1. If the customer does not so notify the Company of termination, in writing, the Standard Gas Service Agreement (EGS-LV) will be deemed revised to reflect the new levels of service, and in all other respects will remain in full force and effect. The Company will determine that a revision to levels of service specified in the Standard Gas Service Agreement (EGS-LV) is necessary, if not making such revisions would impact the Company's ability to provide service under Rate Schedules RSG, GSG, LVS, YLS, SLS or successor rate schedules.

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

## SPECIAL PROVISIONS:

- (a) Equipment served under this Rate Schedule EGS-LV must be metered separately from all other gas that may be used in a customer's facility. At the Company's request, the Company will be provided with all engineering drawings related to the flow of fuel within the customer's facility and will be provided with physical access to the customer's facility to confirm conformity with this Special Provision (a).
- (b) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (c) It is contemplated that service pursuant to this Rate Schedule EGS-LV shall be provided within the existing limitations of Company's system, and Company shall not be required to expand or alter the said system. Should Company, prior to the institution of service under this Rate Schedule EGS-LV in its sole reasonable discretion, elect to expand or alter its system in order to provide service pursuant to this Rate Schedule EGS-LV, Company may require the customer to make a payment towards all or a part of the cost of the said expansion or alteration as Company shall determine in Company's sole reasonable discretion. Provided, however, that before making such expansion or alteration, Company shall provide an estimate in writing of the cost of such expansion or alteration to customer. Provided, however, that the making of such a payment shall give the customer no interest in the Company's system. All rights, including the rights of ownership and possession, shall be vested exclusively in the Company.
- (d) Due to system constraints, the Company may instruct any one or all EGS-LV customers to limit all or any portion of customer's EGS-LV Limited Firm Daily Contract Demand usage during a given twenty-four (24) hour period. Said instructions may be given orally or in writing but may be given on a maximum of sixty (60) days in any Winter Season. As used in this Rate Schedule EGS-LV "Winter Season" shall mean a period embracing the months of November through March, running consecutively. Such instructions shall only be given if, in the Company's sole reasonable discretion, service to its RSG, GSG, GSG-LV, LVS, EGS, YLS, SLS (or

# ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV) (Continued)

successor rate schedules) customers may be impacted if not given. Any customer who then uses gas in excess of the level instructed may be invoiced at an additional charge (in addition to the charges set forth in the Monthly Rate section of this Rate Schedule EGS-LV). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in Gas <u>Daily</u> in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation.

(e) The Company may, at its sole reasonable discretion, offer a D-1 Demand Charge and a C-3 Commodity Charge on a negotiated basis. The D-1 charge, taken in combination with the Limited Firm C-3 charge, if applicable, may not be lower than an amount sufficient to generate a reasonable return on capital investments made by the Company and recovery of marginal and embedded costs, including depreciation, to provide service under this Rate Schedule EGS-LV. If such an offer is made it shall be based upon cost of service and value of service considerations, including but not limited to such factors as: (1) proximity of customer to the Company's transmission lines; (2) whether the customer will utilize the Company's interstate pipeline capacity; (3) whether the customer will provide its own gas supply; and (4) other pertinent factors. Such negotiated percentages and resultant rates shall be set forth in the Standard Gas Service Agreement (EGS-LV) and filed with the Board within thirty (30) days of execution, for approval. Service Agreements providing that the customer will pay the Benchmark Rates shown in the Monthly Rate section of this Rate Schedule (EGS-LV) shall not require filing with the Board. The Benchmark Rates contained in service agreements shall be subject to modification as provided by Special Provision (m) of this Rate Schedule EGS-LV. All agreements submitted to the Board shall contain an explanation regarding the term of the agreement. The Company, the customer, the Board and its Staff shall treat any Standard Gas Service Agreement (EGS-LV) filed or to be filed with the Board, any petition related thereto, supporting documentation or any discovery related thereto as proprietary and trade secrets of the Company. As such, the contents of such material shall not be disclosed to any party, unless that party executes a confidentiality agreement acceptable to the Company.

# SOUTH JERSEY GAS COMPANY

B.P.U.N.J. No. 11 - GAS Original Sheet No. 48

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# ELECTRIC GENERATION SERVICE LARGE VOLUME (EGS-LV) (Continued)

- (f) The Firm and Limited Firm D-2 charges, and Firm and Limited Firm C-2 charge set forth above are subject to adjustment pursuant to Rider "A" of this Tariff. The Firm D-2 charge includes the highest interstate pipeline contract demand charge applicable to the Company at October 1 of each year, which will include, but not be limited to, pipeline demand charges, reservation fees, gas inventory charges and direct bill take-or-pay surcharges, plus applicable taxes. The Limited Firm D-2 charge shall equal one-half (1/2) the weighted average of all interstate pipeline demand charges applicable to the Company at October 1 of each year which will include, but not be limited to, pipeline demand charges, reservation fees, gas inventory charges and direct bill take-or-pay surcharges, plus applicable taxes. The Firm and Limited Firm D-2 charges will also recover all appropriate charges pursuant to Rider "G", of this Tariff.
- (g) If during any month a customer utilizes gas in excess of that customer's aggregate Firm Daily Contract Demand for said month, or if applicable, a larger amount authorized by the Company, such usage may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate section of this Rate Schedule EGS-LV). Such additional charge shall equal ten (10) times the highest price of the

# ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV) (Continued)

\_daily ranges for that month that are published in <u>Gas Daily</u> in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation.

- (h) A Customer generating electricity that qualifies pursuant to the provisions of N.J.S.A. 54:30A-50(c) shall be entitled to an appropriate rate reduction, to reflect the tax exemption.
- (i) For Firm Transportation Service customers, the receipt of gas by the Company for transportation under this Rate Schedule EGS-LV shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- (j) Notwithstanding any other provisions of this Rate Schedule EGS-LV, customers who have previously executed a Standard Gas Service Agreement (LVCS) shall continue, from and after June 30, 2004, and for as long as such previously executed Standard Gas Service Agreement (LVCS) shall remain in effect, to be charged in accordance with the terms of the existing Standard Gas Service Agreement (LVCS), and any addenda or amendments thereto. In this regard, such customers shall continue to be charged the LVCS D-1 and C-3 rates now charged by the Company, pursuant to the existing Standard Gas Service Agreements (LVCS), and any addenda or amendments thereto, until such customers no longer receive service pursuant to such Standard Gas Service Agreements (LVCS), and any addenda or amendments thereto. This Special Provision (k) shall be applicable to those Standard Gas Service Agreements (LVCS), and any addenda or amendments thereto in existence prior to August 29, 2003.
- (k) The D-1 and C-3 rates set forth in the Monthly Rate section of this Rate Schedule EGS-LV are "Benchmark" Rates. Unless different rates are offered and accepted pursuant to Special Provision (e) the Benchmark Rates will be applicable.
- (l) If the Benchmark Rates are applicable, the Customer will be subject to all future rate changes to such Benchmark Rates approved by the Board. Provided, however, that if negotiated rates are applicable, th;

# **ELECTRIC GENERATION SERVICE LARGE VOLUME (EGS-LV)**

(Continued)

those negotiated rates will be subject to the same percentage changes that the Benchmark Rates are subject to through appropriate base rate proceedings. Provided, however, that agreements for negotiated rates may provide that the same percentage changes will not apply, if the Company provides justification for such non-applicability, and the Board finds it to be reasonable.

- (m) For all customers who become customers under this Rate Schedule EGS-LV after July 1, 2004, any increases or decreases to Rider "E" and Rider "I" shall be applicable to the Benchmark Rates, as well as negotiated rates.
- (n) Customers subscribing to this Rate Schedule EGS-LV may elect the "opt-out" provision provided for in the Standard Gas Service Agreement (EGS). Such an "opt-out" customer will have no right or entitlement to have base load gas provided by the Company. Provided, however, that a customer electing the "opt-out" provision shall be eligible to receive balancing services from the Company pursuant to appropriate rate schedules and riders. In the case that an "opt-out" customer can not provide for its capacity, gas supply, or both, the customer must either discontinue the use of base load

# ELECTRIC GENERATION SERVICE – LARGE VOLUME (EGS-LV) (Continued)

gas or have it provided by South Jersey at the incremental price. The incremental price charged to an "opt-out" customer shall be the sum of: (1) the highest commodity cost of gas paid by the Company during the month in which the "opt-out" customer uses "Company" gas; and (2) the higher of the cost of incremental capacity needed to serve the returning "opt-out" customer or the system weighted average cost of capacity, plus other charges which must be paid by customers eligible for South Jersey's Monthly BGSS charge.

- (o) An "opt-out" customer will become eligible to purchase base load gas from the Company, or transport gas without "opt-out" status upon six months' notice to the Company of intention to no longer be an "opt-out" customer. It will not be necessary for an EGS-LV "opt-out" customer to execute a new Standard Gas Service Agreement in order to purchase base load gas from the Company or transport gas without "opt-out" status. However, the customer must commit to purchase base load gas or transport gas without "opt-out" status for a minimum of one year. At the end of the six month period specified in said notice, the customer shall no longer be obligated to pay the incremental prices set forth above. However, said customer will then be obligated to pay the higher balancing charge of \$0.126 per Dt, including taxes. The Company will not have the right to waive this six month notice requirement.
- (p) Customer shall contract for service under the Company's Standard Gas Service Agreement (EGS).

# YARD LIGHTING SERVICE (YLS)

# APPLICABLE TO USE OF SERVICE FOR:

Gas yard lighting where service is supplied through an installation furnished by the customer and approved by the Company. Each installation shall contain 1 upright mantle or 2 inverted mantles.

This rate is available only to an existing customer receiving service under this Rate Schedule, YLS, and not having other metered Service at the customer's present location as of the effective date of this Tariff.

# **CHARACTER OF SERVICE:**

Firm Sales Service.

## MONTHLY RATE:

The monthly charge shall be \$12.64254611.5702 per month for each installation.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within ten (10) days of the billing date.

## **TERM:**

Customer may discontinue service upon adequate written notice to the Company.

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

# STREET LIGHTING SERVICE (SLS)

# APPLICABLE TO USE OF SERVICE FOR:

Gas Street lighting where service is supplied through an installation approved by the Company. Each installation shall contain three (3) inverted mantles.

This rate is available only to an existing customer receiving service under this Rate Schedule, SLS, and not having other metered service at the customer's present location as of the effective date of this Tariff.

## **CHARACTER OF SERVICE:**

Firm Sales Service.

## **MONTHLY RATE:**

The Monthly Rate shall be \$15.72247914.5656 per month for each installation.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within ten (10) days of the billing date.

## TERM:

Customer may discontinue service upon adequate written notice to the Company.

## **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

## APPLICABLE TO USE OF SERVICE FOR:

Interruptible uses of gas by all customers.

## **CHARACTER OF SERVICE:**

Interruptible Sales Service.

Service will be provided when the Company in its sole reasonable discretion deems sufficient gas supplies to be available for said service. Service may be interrupted or curtailed at the sole option of the Company after not less than three (3) hours advanced notice by telephone or otherwise. During periods of interruption, the Company may permit the continued use of gas for pilots. When permitted, such usage shall not be subject to the terms of Special Provision (b) of this rate schedule.

## **MONTHLY RATE:**

- (a) The rate per therm of gas under this Rate Schedule, IGS, shall be designed to yield at least a profit of \$.01 per therm, after consideration of Costs Applicable.
  - (i) For a customer that certifies that it has, or is capable of having, an Alternate Fuel Capability of No. 6 oil, the appropriate price shall be that of No. 6 oil; or
  - (ii) For a customer that certifies that it has, or is capable of having, an Alternate Fuel Capability of No. 4 oil, the appropriate price shall be that of No. 4 oil; or
  - (iii) For a customer that does not certify that it has, or is capable of having, an Alternate Fuel Capability of No. 4 oil or No. 6 oil, the appropriate price shall be that of No. 2 oil.
  - (iv) For a Rate Schedule FES customer, the appropriate price shall be price at which said customer certifies that it is able to purchase fuels.
- (b) RESERVED FOR FUTURE USE.
- (c) The rate set under this Rate Schedule shall be established on or about the 27th day of each calendar month for the month succeeding said calendar month. Provided, however, that such rate shall be filed with the Board at least three (3) business days prior to its effective date.

## **APPLICABLE RIDERS:**

Societal Benefits Clause: The rates set forth above have been adjusted, as is

appropriate, pursuant to Rider "E" of this Tariff.

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is

appropriate, pursuant to Rider "N" of this Tariff.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

## **TERM:**

Customer may terminate service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (IGS), if applicable; otherwise, in order to effectuate a termination, customer must provide adequate notice to the Company.

# TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff are incorporated into this Rate Schedule and this Rate Schedule shall be interpreted in accordance therewith.

## **SPECIAL PROVISIONS:**

(a) On or about the 27th day of each calendar month during months when the Company believes it is necessary to do so, the Company shall notify customers under this Rate Schedule of the volumes of gas to be allotted to each customer during the forthcoming month. Within five (5) days of receipt of such notice the customer must notify the Company in writing whether it will purchase all, some specific portion, or none of the allotted gas. The customer shall be obligated to purchase at least fifty percent (50%) of the amount which customer indicates it will purchase during the month. If the customer purchases less than fifty percent (50%), the customer will be billed for the difference between actual consumption and seventy-five percent (75%) at a rate equal to the Monthly BGSS charge. If the customer purchases more than 100% of the amount customer indicates it will purchase, or a greater amount if the customer is authorized to utilize a greater amount by the Company, the amount in excess of 100% will be deemed unauthorized and be subject to the charge in Special Provision (c) of this rate schedule. Provided, however, that the amount which the customer indicates it will purchase during the month shall be reduced to the extent that any unforeseen failure of equipment during such month results in reduced gas consumption by said customer.

Further provided, that if service under rate schedule IGS is interrupted during any month, the amount nominated by the customer to be purchased during the month will be reduced by multiplying said amount by a fraction: (1) the numerator of which is the number of days in the month less the number of days during the month in which the Company could not serve any interruptible gas to the customer; and (2) the denominator of which is the number of days in the month.

(Continued)

On any day that the Company does not offer to the customer at least fifty percent (50%) of the customer's daily nominated amount of IGS gas, the customer will receive credit for having used fifty percent (50%) of the daily nominated amount, when determining the purchase obligation under this Special Provision (a) provided that the customer uses some IGS gas on that day.

- (b) Any customer who does not accept gas offered under this Rate Schedule within the period of time allotted by the Company shall be deemed to have rejected such offer and waived all entitlements to the offered gas.
- (c) Due to system constraints, the Company may instruct any one or all IGS customers not to consume in excess of a Stated Amount of gas during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of the Stated Amount may be invoiced for an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule IGS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Daily Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service.
- (d) At any time prior to the inception of billing of a filed rate for a given month, the Company may file a lower rate for that month to reflect market conditions. Any customer who accepts the Company's offer to use gas under this Rate Schedule within the period of time allotted by the Company shall be allowed the benefit of any rate decreases the Company may file pursuant to this provision.
- (e) Cogeneration equipment must be metered separately from all other gas that may be used in a customer's facility.
- (f) The Company may, in its reasonable discretion invoice a customer for the costs associated with metering cogeneration consumption.
- (g) As a condition precedent to service under this Rate Schedule IGS, written application will be required by the customer on either of the following, as appropriate: (1) Standard Gas Service Agreement (IGS);
  (2) Standard Gas Service Agreement (LV); (3) Standard Gas Service Agreement (GS); (4) Standard Gas Service Agreement (EGS); or (5) Standard Gas Service Agreement (ITS).
- (h) Any time during the month after a filed rate has been established and after adequate notice has been given to the Board and said customers, the Company may file a higher or lower rate. Any increase or decrease pursuant to this provision shall take place as necessary during any month, and then only upon three (3) hours' advance notice to customers by telephone or otherwise.
- (i) RESERVED FOR FUTURE USE.

- (j) If a customer receives service under this rate schedule, and has propane facilities on its premises, the customer shall receive no benefit or priority of entitlement to gas allocations from the Company, unless said benefit or priority is provided by applicable State or Federal laws or regulations.
- (k) During a month the Company may determine that service rendered under this Rate Schedule IGS will not, on a monthly or seasonal basis (the winter season being December, January or February, and all else being the summer season) experience at least \$.01 profit per therm. In said event, the Company may determine that a deficit accounting balance exists and may impose a surcharge upon customers purchasing gas under this Rate Schedule IGS. The surcharge shall be assessed against customers purchasing gas under this Rate Schedule IGS, based upon volumes consumed during the month or months in which said deficit accounting imbalance arose.
- (l) As of November 1 of each year, customers purchasing gas pursuant to this Rate Schedule IGS whose alternate fuels are No. 2 oil, No. 4 oil, jet fuel or kerosene are required to have seven (7) days of Alternate Fuel Capability, or, if that customer's on-site Alternate Fuel Capability storage capacity is less than seven (7) days, then that customer must have its Alternate Fuel Capability filled to capacity, and must have an additional firm contractual alternate fuel supply arrangement, so that when the firm contractual alternate fuel supply arrangement is taken together with that customer's Alternate Fuel Capability on hand, the sum total shall equal seven (7) days. No customer shall be required to acquire or construct additional Alternate Fuel Capability storage capacity, in order to meet the terms of this Special Provision (1).
- (m) On or before November 1 of each year, each customer receiving gas pursuant to this Rate Schedule IGS must supply a Certification to the Company, certifying that the customer has met the requirements of Special Provision (l).
- (n) All customers receiving gas service pursuant to this Rate Schedule IGS, whose alternate fuel is not either No. 2 oil, No. 4 oil, jet fuel or kerosene, and all such customers who agree to suspend operations during an interruption of Rate Schedule IGS service, are not required to maintain Alternate Fuel Capability in accordance with Special Provision (l). However, all such customers must file a Certification with the Company, indicating the customer's alternate fuel, or indicating the customer's agreement to discontinue operations during an interruption of Rate Schedule IGS service.
- (o) Wholesale electric generators, including cogeneration customers, are exempt from the requirements of Special Provisions (l), (m) and (n) of this Rate Schedule IGS.
- (p) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff.
- (q) Any charges imposed pursuant to the above Special Provisions of this Rate Schedule IGS shall be in addition to other charges imposed pursuant to this Rate Schedule IGS.

## INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

## APPLICABLE TO USE OF SERVICE FOR:

Interruptible uses of gas to customers who hold clear and marketable title to gas that is made available for transportation service on the Company's system. Pursuant to this Rate Schedule ITS, the Company shall transport gas made available for transportation from the Company's City Gate Station to a designated point of delivery.

## **CHARACTER OF SERVICE:**

Interruptible Transportation Service.

## **MONTHLY RATE:**

## **Service Charge:**

\$107.00 per month

Billable for the duration of the Standard Gas Service Agreement (ITS). The Service Charge will not be prorated.

## **Transportation Charge:**

(a) For transportation of gas by customers served under Rate Schedules CTS, LVS, FES, or EGS-LV or industrial customers who have an annualized average interruptible use of 200 Mcf or more per day:

\$.030400 per therm

(b) For transportation of gas by customers served under Rate Schedules GSG or GSG-LV that certify that they have an Alternate Fuel Capability of No. 6 oil.

\$.099700 per therm

(c) For transportation of gas not qualified for delivery under Paragraph (a) or (b) of this Transportation Charge:

\$.163900 per therm

#### Line Loss:

Line Loss shall be 1.43% as provided in Special Provision (m).

# **APPLICABLE RIDERS:**

# SOUTH JERSEY GAS COMPANY

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#### INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

(continued)

# **APPLICABLE RIDERS:**

Societal Benefits Clause: All gas consumed under this Rate Schedule ITS is subject

adjustment pursuant to Rider "E" of this Tariff.

Balancing Service Clause: All gas transported under this Rate Schedule ITS is subject

to balancing requirements pursuant to Rate Schedule CTS,

Rider "I" or Rider "J" of this Tariff.

Energy Efficiency Tracker: The rates set forth above have been adjusted, as is

appropriate, pursuant to Rider "N" of this Tariff.

## TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on State, county or municipal government entities.

# TERM:

Customer may discontinue service upon written notice to the Company, pursuant to the conditions of the Company's Standard Gas Service Agreement (ITS).

## TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

## **SPECIAL PROVISIONS:**

- (a) Customer shall contract for ITS service with Company and designate a Scheduled Daily Delivery on the prescribed Standard Gas Service Agreement (ITS). For a period concurrent with the term of the Standard Gas Service Agreement (ITS), the customer must have executed at least one of the following: a Standard Gas Service Agreement (EGS); a Standard Gas Service Agreement (LV); a Standard Gas Service Agreement (EGS); a Standard Gas Service Agreement (FES); or, a Standard Gas Service Agreement (IGS).
- (b) Gas transported under this Rate Schedule ITS shall be utilized solely in equipment for which the customer has, or is capable of having, an Alternate Fuel Capability.
- (c) The Company will not accept gas for delivery that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# SOUTH JERSEY GAS COMPANY

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# INTERRUPTIBLE TRANSPORTATION SERVICE (ITS) (continued)

(d) The customer bears sole responsibility for costs incurred to deliver transportation gas to the Company's city gate station.

# <u>INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)</u> (continued)

- (e) Customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in connection with the initiation and rendering of service under this Rate Schedule ITS. If the Company has accepted gas for delivery under this Rate Schedule and as a result thereof it incurs any financial or burdensome administrative obligation, the Company may impose a surcharge therefore.
- (f) It is contemplated that service pursuant to this Rate Schedule ITS shall be provided within the existing limitations of Company's system, and Company shall not be required to expand or alter the said system.
- (g) Should Company, in its sole discretion, elect to expand or alter its system in order to provide service pursuant to this Rate Schedule ITS, Company may require the customer to make a payment towards all or a part of the cost of the said expansion or alteration as Company shall determine in Company's discretion. Provided, however, that before making such expansion or alteration, Company shall provide an estimate in writing of the cost of such expansion or alteration to customer. Customer shall then have the option of terminating the Transportation Service Agreement within ninety (90) days of the receipt of such estimate by written notice of termination. If customer does not so terminate, customer shall be required to make the payment required by this Special Provision (h). Further, provided, however, that the making of such a payment shall give the customer no interest in the Company's system. All rights, including the rights of ownership and possession, shall be vested exclusively in the Company.
- (h) Company retains sole reasonable discretion as to whether or not a particular customer or particular customers shall receive service pursuant to this Rate Schedule ITS.
- (i) Transportation Service may be curtailed or discontinued at the sole option of the Company after not less than three (3) hours, advance notice by telephone or otherwise. However, the customer shall continue to hold title to any gas (less line loss) received by Company and not delivered to customer prior to such curtailment or discontinuance.
- (j) The customer who anticipates a need for gas in excess of its daily firm requirements and designated Scheduled Daily Delivery for transportation, must nominate the excess level required, by advising the Company of its request to use such gas by no later than 9:00 AM of the day preceding such use. If the Company agrees to supply such nominated gas, it will do so pursuant to the provisions of its IGS Rate Schedule.
- (k) Gas consumption in excess of the nominated quantities described in Special Provision (k) of this Rate Schedule may be deemed unauthorized consumption and subject to the charges provided for in Special Provision (o) of this Rate Schedule. Provided, however, that the Company may waive such additional charge, in its sole reasonable discretion, if the customer demonstrates good cause for such consumption, and, such consumption does not adversely impact service to other customers. Further provided, however, that on any day during which gas receipts for a customer's account exceed gas utilized by the customer, after adjustment for line loss and sales authorized by the Company, such excess receipts will be subject to applicable balancing provisions of this Tariff.

#### INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

(continued)

- (l) For the purpose of calculating monthly bills, all firm gas requirements (gas deemed purchased, Firm Transportation Service gas, or customer owned gas delivered under rate schedules CTS, GSG, GSG-LV, LVS, EGS, EGS-LV or FES, or Riders thereto) shall be deemed "first through the meter" and will be billed before any volumes will have been deemed to be delivered under this Rate Schedule ITS. Gas consumed in excess of firm gas and the Scheduled Daily Delivery pursuant to this Rate Schedule ITS will be billed upon Rate Schedule IGS.
- (m) The receipt of gas by the Company for transportation under this Rate Schedule ITS shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- (n) If gas is consumed for more than three (3) hours after a notice to discontinue or curtail service, and gas is not being simultaneously offered to the customer by the Company on an applicable interruptible sales rate schedule, such gas consumed shall be deemed as unauthorized use gas owned by the Company. If gas is being simultaneously offered to the customer by the Company on an applicable interruptible rate schedule, the customer shall be billed for such gas consumed on said rate schedule.
- ODue to system constraints, the Company may instruct some or all ITS customers not to exceed the stated Scheduled Daily Delivery in the Standard Gas Service Agreement (ITS) during a given twenty-four (24) hour period. Said instruction may be given orally or in writing. Any customer who then uses in excess of its Scheduled Daily Delivery may be subject to an additional charge (in addition to the charges set forth in the Monthly Rate Section of this Rate Schedule ITS). Such additional charge shall equal ten (10) times the highest price of the daily ranges for that month that are published in the Gas Daily in the table "Gas Price Survey" for delivery to "Transco, zone 6 non-N.Y.". This charge shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of Transcontinental Gas Pipe Line Corporation. Provided, however, that the Company may waive such charges if a customer demonstrates extenuating circumstances. The imposition of such additional charges shall not restrict the Company's right to interrupt or curtail this service. This charge shall also be applicable to unauthorized use gas.
- (p) If a customer receives service under this rate schedule, and has propane facilities on its premises, the customer shall receive no benefit or priority of entitlement to gas allocations from the Company, unless said benefit or priority is provided by applicable State and Federal laws or regulations.
- (q) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.
- (r) A customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rate Schedule ITS on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.

#### INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

(continued)

- As of November 1 each year, customers transporting gas pursuant to this Rate Schedule ITS whose alternate fuels are No. 2 oil, No. 4 oil, jet fuel or kerosene are required to have seven (7) days of Alternate Fuel Capability, or, if that customer's on-site Alternate Fuel Capability is less than seven (7) days, then that customer must have an additional firm contractual alternate fuel supply arrangement, so that when the firm contractual alternate fuel supply arrangement is taken together with that customer's Alternate Fuel Capability on hand, the sum total shall equal seven (7) days. No customer shall be required to acquire or construct additional Alternate Fuel Capability storage capacity, in order to meet the terms of this Special Provision (t).
- (t) On or before November 1 of each year, each customer transporting gas pursuant to this Rate Schedule ITS must supply a Certification to the Company, certifying that the customer has met the requirements of Special Provision (t).
- (u) All customers transporting gas pursuant to this Rate Schedule ITS, whose alternate fuel is not either No. 2 oil, No. 4 oil, jet fuel or kerosene, and all such customers who agree to suspend operations during an interruption of Rate Schedule ITS service, are not required to maintain Alternate Fuel Capability in accordance with Special Provision (t). However, all such customers must file a Certification with the Company, indicating the customer's alternate fuel, or indicating the customer's agreement to discontinue operations during an interruption of Rate Schedule ITS service.
- (v) Wholesale electric generators, including cogeneration customers, are exempt from the requirements of Special Provisions (t), (u) and (v) of this Rate Schedule ITS.
- (w) Any charges imposed pursuant to the above Special Provisions of this Rate Schedule ITS shall be in addition to other charges imposed pursuant to this Rate Schedule ITS.

# **NATURAL GAS VEHICLE (NGV)**

# **APPLICABLE TO:**

This service will be available to Commercial and Industrial customers who will utilize natural gas, for the purpose of providing vehicle fuel at Company-operated fueling stations or at separately metered customer-operated fueling stations.

#### **CHARACTER OF SERVICE:**

Firm Sales Service or Firm Transportation Service

# COMPRESSED NATURAL GAS VEHICLE SERVICE AT COMPANY OPERATED FUELING STATIONS

This part of the service is available for refueling vehicles with compressed natural gas to customers who refuel at Company operated fueling stations. All service at Company operated fueling stations shall be Firm Sales Service. Provided, however, that in the Company's sole discretion, it may allow for Firm Transportation service for a Customer-specific dedicated dispenser or time fill system (separately metered) at a Company operated fueling station.

# **Rate for Monthly Consumption**

#### **Volumetric Charge**

C-1: \$0.096500<del>1276</del> per therm (\$0.120600<del>1595</del> GGE\*)

Distribution Charge: \$0.1435001122 per therm (\$0.1793751403 GGE\*)

Compression Charge: \$0.5820405684 per therm (\$0.7275500.7105 GGE\*)

# **Commodity Charges**

All consumption for customers who elected Firm Sales Service

# Basic Gas Supply Service ("BGSS") Charge:

All consumption for customers who elect Firm Sales Service—See Rider "A" of this Tariff. BGSS rate \* GGE Factor 1.25 = GGE

GGE indicates Gasoline Gallon Equivalent. The gasoline gallon equivalent shall be determined in accordance with local standards. The point of sale price to the Customer shall be displayed in gasoline gallon equivalents at public access dispensers at Company operated fueling stations, and shall be calculated as C-1 + Distribution Charge + Compression Charge + New Jersey Motor Vehicle Fuel Tax + Federal Excise Tax + BGSS.

Commodity charges do not include State of New Jersey Motor vehicle fuel tax and Federal Excise Tax. As of July 1, 2011 these taxes were \$0.0525 and \$0.183 per gallon, respectively and shall be charged at the

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

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prevailing rate when applicable. The Company is under no obligation to determine if a customer is exempt from taxation.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# NATURAL GAS VEHICLE (NGV) (continued)

#### NATURAL GAS VEHICLE SERVICE AT CUSTOMER OPERATED FUELING STATIONS

This part of the service is available for the sale of separately metered uncompressed gas for the use of the customer solely as a vehicle fuel as follows:

The customer agrees to obtain and maintain, at its expense, all necessary certificates, licenses and regulatory approvals and pay all taxes levied on the gas compressed for refueling the customer's vehicles;

If the customer provides natural gas for resale as a motor fuel, the customer will be responsible for collecting and paying all applicable taxes on the gas compressed for resale <u>and on the sale thereof</u> and for the metering of such sale in accordance with local standards and regulations; and

The customer <u>must</u> executes a Standard Gas Service Agreement (NGV) for not less than 12 months <u>and must produce evidence of Land Rights.</u>

# **Rate for Monthly Consumption**

# **Monthly Customer Charge**

The monthly customer charge shall be determined in accordance with the maximum delivery capability requested by the customer.

0-999 Cf/hour	\$40.13
1,000-4,999 Cf/hour	\$80.25
5,000-24,999 Cf/hour	\$214.00
25,000 and greater Cf/hour	\$642.00

# **Volumetric Charges**

C-1: \$0.<u>0965001276</u> per therm (\$0.<u>1206001595</u> GGE)

Distribution Charge: \$0.<u>143500</u><u>1122</u> per therm (\$0.<u>179375</u><u>1403</u> GGE)

# Basic Gas Supply Service ("BGSS") Charge:

All consumption for customers who elect Firm Sales Service See Rider "A" of this Tariff.

The customer shall pay all related motor vehicle taxes directly to the taxing entity. Such taxes shall be incremental to charges paid to the Company for the cost of receiving service under this rate schedule.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# NATURAL GAS VEHICLE (NGV) (continued)

# DELIVERY SERVICE FOR NATURAL GAS VEHICLES

This part of service is available for delivery of customer owned natural gas for use in <del>customer</del> compression <u>and</u> dispensing equipment<del>facilities</del> at the Customer's premises, as follows:

The customer has <u>must</u> purchased, or has agreed to purchase, under a contract with an initial term of not less than one year an adequate supply of natural gas of a quality acceptable to the Company, and <u>must make has made</u>, or has caused to be made, arrangements by which such volumes of natural gas can be delivered; into the Company's distribution system at the <u>eCustomer's expense</u>.

By taking service under this part, Tthe eCustomer warrants that it has good and legal title to all gas supplied to the Company, and agrees to indemnify, defend and hold the Company harmless from any loss, claims or damages in regard to such title.

# **Rate for Delivery Service**

# **Monthly Customer Charge**

The monthly customer charge shall be determined in accordance with the maximum delivery capability requested by the customer.

0-999 Cf/hour	\$40.13
1,000-4,999 Cf/hour	\$80.25
5,000-24,999 Cf/hour	\$214.00
25,000 and greater Cf/hour	\$642.00

# **Volumetric Charge**

C-1: \$0.<u>0965001276</u> per therm (\$0.<u>1206001595</u> GGE)

Distribution Charge: \$0.1435001122 per therm (\$0.1793751403 GGE)

Sales taxes are not included in the above basic charges. The Company is under no obligation to determine if a customer is exempt for from taxation. Customers seeking tax exemption must file such verification with the Company.

#### APPLICABLE RIDERS FOR COMPANY OWNED AND CUSTOMER OWNED STATIONS:

Basic Gas Supply Service Clause: BGSS charges are depicted in Rider "A" of this Tariff for Firm

Sales Service.

Societal Benefits Clause: The rates set forth above have been adjusted, as is appropriate,

pursuant to Rider "E" of this Tariff.

Balancing Service Clause: All gas transported under this Rate Schedule NGVITS is subject to

balancing requirements pursuant to Rate Schedule CTS, Rider "I"

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# SOUTH JERSEY GAS COMPANY

# **B.P.U.N.J. No. 11 - GAS**

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or Rider "J" of this Tariff.

# SOUTH JERSEY GAS COMPANY

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# NATURAL GAS VEHICLE (NGV) (continued)

Energy Efficiency Tracker:

The rates set forth above have been adjusted, as is appropriate, pursuant to Rider "N" of this Tariff.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# NATURAL GAS VEHICLE (NGV) (continued)

# TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. A late payment charge shall not be assessed on a residential customer, or on a State, county or municipal government entities.

#### **TERM:**

Customer may discontinue service upon written notice to the Company, pursuant to the terms of the Company's Standard Gas Service Agreement (<u>GSNGV</u>), if applicable, otherwise, in order to effectuate a termination, customer must provide adequate notice to the Company.

# **TERMS AND CONDITIONS:**

The General Terms and Conditions of this Tariff are incorporated into this rate schedule and this rate schedule shall be interpreted in accordance therewith.

In addition, the term Land Rights shall mean such easements, licenses, consents or similar documents, in recordable form, that the Company deems reasonably sufficient to secure its rights to install equipment necessary to provide NGV service of the Customer's premises.

# **SPECIAL PROVISIONS:**

- a) The Company maywill require, as a condition precedent to the receipt of service under this Rate Schedule NGV, that an eligible customer execute a Standard Gas Service Agreement (NGV), to indicate, among other things, the customer's minimum and maximum capability to utilize gas under Rate Schedule NGV; the level of service; and the customer's Contract Demand.
- b) The Company will not accept gas for delivery to Firm Transportation Service customers that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- c) The Firm Transportation Service customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's City Gate Station and to provide interstate pipeline capacity.
- d) The Firm Transportation Service customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in any financial or burdensome administrative obligation; the Company may impose a surcharge therefore.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# NATURAL GAS VEHICLE (NGV) (continued)

e) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff. The customer shall furnish an electrical supply and phone line for the operation of the device, in an area acceptable to the Company. The Company shall provide technical assistance in order to minimize the customer's expense for such installation.

# NATURAL GAS VEHICLE (NGV) (continued)

e)f) The rates set forth in the Delivery Charge section of this Rate Schedule NGV assume that the customer receives balancing service under Rider "I" to this Tariff. If the customer selects balancing service under Rider "I" of this Tariff, then the Delivery Charges will be adjusted to reflect the Rider "I" Charges.

# **APPLICABLE TO:**

Rate Schedule RSG - Residential Service
Rate Schedule GSG - General Service

Rate Schedule GSG-LV - General Service – Large Volume

Rate Schedule LVS - Large Volume Service
Rate Schedule FES - Firm Electric Service
Rate Schedule EGS - Electric Generation Service

Rate Schedule EGS-LV - Electric Generation Service - Large Volume

Rate Schedule NGV - Natural Gas Vehicle

# **APPLICABLE RATES:**

# Periodic BGSS Subrider (Effective October 1, 20123)<sup>1</sup>:

	BGSS Rate Before	BGSS Rate With
Rate Schedule	Taxes (per therm)	Taxes (per therm)
RSG	\$0.4966	\$0.5325
GSG (under 5,000 therms)	\$0.4966	\$0.5325

# Monthly BGSS Subrider (Effective August 1, 2014):

	BGSS Rate Before	BGSS Rate With
Rate Schedule	Taxes (per therm)	Taxes (per therm)
LVS C-2	\$0.4664	\$0.5001
FES	\$0.3746	\$0.4008
EGS	\$0.5124	\$0.5494
EGS-LV Firm C-2	\$0.4586	\$0.4918
EGS-LV Limited Firm C-2	\$0.4894	\$0.5248
GSG-LV	\$0.5124	\$0.5494
GSG (5,000 therms or greater)	\$0.5124	\$0.5494
NGV	\$0.5124	\$0.5494

The above Periodic and Monthly BGSS rates shall include the BGSS cost savings established in Rider "M" to this Tariff.

# FILING:

This Subrider shall be applicable to all customers served under Rate Schedules RSG, and those GSG customers who do not meet the "Monthly Threshhold". This Periodic BGSS Subrider shall recover gas costs associated with service

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

<sup>&</sup>lt;sup>1</sup> Reflects currently approved Total BGSS Rate.

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to customers served under this Subrider.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# PERIODIC BGSS SUBRIDER

The Company shall make an annual Periodic BGSS rate filing by no later than June 1<sup>st</sup> of each year, proposing a Periodic BGSS rate to be effective on or about the following October 1<sup>st</sup>. The Company shall have the discretion to file for two self-implementing rate increases, effective December 1<sup>st</sup> and February 1<sup>st</sup>, to its Periodic BGSS rate approved in the same BGSS Year. The purpose of each Periodic BGSS filing, shall be to recover gas costs pursuant to this Rider "A" and to achieve a zero or near-zero deferred balance by the following September 30.

Each self-implementing rate increase will be subject to a cap which will limit the increase so that the benchmark residential bill, using 100 therms, will not increase by more than five percent (5%). The self-implementing rate increases shall be pre-conditioned upon written notice by the Company to the BPU Staff and to the Division of Rate Counselthe Ratepayer Advocate, given no later than November 1 and January 1, of the intention to implement a self-implementing rate increase on or about December 1 and February 1, respectively. The Company shall provide in its written notice the approximate amount of the self-implementing rate increase, based upon then current market data. The Company shall have the discretion to implement a bill credit or a refund at any time during the BGSS Year with five (5) days notice to the BPU Staff and the Division of Rate Counselthe Ratepayer Advocate. The Company shall have the discretion to file a self-implementing rate reduction without a cap at any time during the BGSS Year with two (2) weeks notice to the BPU Staff and the Division of Rate Counselthe Ratepayer Advocate.

The notice of filing and of public hearing in the annual BGSS proceedings shall include the specific rate change proposed to be implemented on October 1<sup>st</sup> and a paragraph indicating that such proposed rates may be subject to self-implementing rate increases on or about the next December 1<sup>st</sup> and February 1<sup>st</sup>, subject to the 5% maximum caps for each of the two self-implementing increases. The notice shall also include the impact of such potential increases on a benchmark 100 therm residential bill.

The annual Periodic BGSS filing shall contain, but not be limited to, the following:

- (1) A reconciliation of actual versus estimated costs and revenues from the last Board approved rate change for commodity costs, storage costs, and interstate transportation costs, including the costs and results of any supplies set by hedges;
- (2) Projected rates supported by projected volumes, revenues, and commodity costs, transportation costs, storage costs and transaction costs, including the cost of supplies set by hedges;
- (3) Deferred balances and the timeframe over which they are proposed to be collected or returned;
- (4) A written explanation of the circumstances that caused the deferred balances in (3) above; and
- (5) A written explanation of any significant activities or trends which may affect costs for the prospective period.
- (6) Updated tariff sheets to reflect any change to the Periodic BGSS rate.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# PERIODIC FORMULA:

The formula for determining the annual and self-implementing Periodic BGSS rates shall be the sum of the following:

- (1) A Commodity Cost which will be the sum of the weighted average prices including applicable transaction costs of the following categories of gas. Weighted average prices will be calculated based upon projected monthly volumes.
  - (a) an estimate of the cost of flowing gas, which will be equal to the arithmetic average of
    - (i) the NYMEX Henry Hub monthly prices as recorded on the close of trading for the forward contract month, estimated for the remaining BGSS Year; and
    - (ii) the weighted average of the estimated Index Prices, for the respective locations at which the Company purchases its gas, to be published in Inside FERC's Gas Market Report for the remaining BGSS Year; and
  - (b) any supplies whose price was previously set by hedges or other financial instruments; and
  - (c) supplies of gas withdrawn from storage.
- (2) An estimate of the variable costs of transportation and fuel and line loss shall be made for the remaining BGSS Year, to the extent not included in (1), above.
- (3) The Company shall estimate the total Firm Sales to be made during the remaining BGSS Year to customers served under this Subrider. The costs developed in Paragraphs (1) and (2) above shall be divided by such Firm Sales, in order to determine the per therm commodity cost recovery rate.
- (4) A Non-Commodity Cost component that includes gas costs other than the Commodity Cost of Gas, including but not limited to all fixed pipeline costs, fixed supplier costs, fixed storage costs, pipeline refunds and similar credits, and other credits directed by the Board. The Non-Commodity Cost component shall be calculated on an equal per-therm basis for the BGSS Year.
- (5) A deferred balance that will be returned to or recovered from customers over some future period.

#### MONTHLY BGSS SUBRIDER

#### FILING:

This Subrider shall be applicable to all customers served under Rate Schedules LVS, FES, EGS, EGS-LV and GSG-LV, NGV and those customers served under Rate Schedule GSG who meet the Monthly Threshold. This Monthly BGSS Subrider shall recover gas costs associated with service to customers served under this Subrider.

Issued November 29, 2013 by South Jersey Gas Company, E. Graham, President

The Company will file self-implementing Monthly BGSS rates on the second day following the close of trading of the NYMEX Henry Hub gas contracts for each month. Within each monthly filing, the Company will provide the following:

- (1) Documentation regarding the NYMEX Henry Hub close;
- (2) Supporting schedules that document the actual/projected costs and sales volumes used to derive the monthly gas cost factor; and

# **MONTHLY FORMULA:**

The formula for determining the Monthly BGSS rate shall be the sum of the following:

- (1) The Company will calculate a Commodity Cost which will be comprised of the sum of arithmetic average of
  - (i) the closing price of the NYMEX Henry Hub gas contract for the following month and
  - (ii) the weighted average of the estimated Index Prices, for the respective locations at which the Company purchases its gas, to be published in Inside FERC's Gas Market Report for the remaining BGSS Year. Further, the calculation will not include hedging.
- (2) An estimate shall be made of the variable costs of transportation and fuel and line loss for the subject month, to the extent not included in (1), above
- (3) A Non-Commodity Cost component that includes gas costs other than the Commodity Cost of Gas, including but not limited to all fixed pipeline costs, fixed supplier costs, fixed storage costs, pipeline refunds and similar credits, and other credits directed by the Board. The Non-Commodity Cost component shall be calculated on an equal per-therm basis for the entire BGSS Year. This subparagraph (3) is not applicable to FES customers.

The result of the calculation from the Monthly Formula above shall be adjusted for Rate Schedules LVS and EGS-LV (Firm and Limited Firm) to derive the Monthly BGSS Rates by deducting therefrom the volumetric equivalent of the D-2 charges within the respective Rates Schedules. Said deductions shall be as follows:

#### D-2 Deduction

Rate Schedule	Including Taxes
LVS	\$.0493
EGS-LV Firm	\$.0577
EGS-LV Limited Firm	\$.0247

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

#### **SPECIAL PROVISIONS:**

- (1) The self-implementing Periodic BGSS and Monthly BGSS rate filings will be self-implementing compliance filings. The implementation of the rates will not require any further Order of the Board.
- (2) Each self-implementing BGSS rate change will be posted on the Company's website within four (4) working days of its submission to the Board. Each other BGSS rate change will be posted on the Company's website within four (4) working days of receipt of a written order from the Board, approving such rate change.
- (3) Updated tariff sheets to reflect any change to the Monthly BGSS rate.
- (4) Interest shall be passed on to customers through the Periodic BGSS rate at the beginning of each BGSS Year succeeding any BGSS Year in which any monthly gas cost overrecovery has taken place. Any debit or credit balance in the separate deferred revenue or cost of gas accounts shall be determined monthly. Monthly interest shall be calculated on the average of the current and prior months' ending cumulative deferred revenue or cost of gas balances. Interest on such gas costs shall be calculated utilizing the Company's Board-allowed overall rate of return as the same shall be in effect from time to time.
- (5) For the transition to the Monthly BGSS, the Company will estimate its net deferred balance as of March 1, 2003. Any underrecovery balance associated with Monthly BGSS customers will be collected over a period of up to twelve months based upon the estimated Firm Sales for the period. At the end of this period, if there is a remaining deferred cost balance to be recovered from the Monthly BGSS customers, the rate component used to recover such balance in the prior twelve month period shall be continued into future months until the deferred balance becomes positive as an overrecovery, which then will be transferred to the Periodic BGSS mechanism.
- (6) Gas costs and related recoveries from the Monthly BGSS will flow to the deferred balance in the Periodic BGSS mechanism.
- (7) As used in this Tariff, BGSS Year shall mean a twelve (12) month period commencing October 1 and ending September 30.
- (8) "Left blank intentionally."
- (9) As used in this Rider "A" the term "Monthly Threshold" shall mean an annualized usage of 5,000 therms or more. A customer has the right to request a review for reclassification from monthly back to Periodic BGSS pricing. The Company shall review, once each year, Rate Schedule GSG customers' usage and anytime at the request of an individual customer, for the most recent calendar year to determine which customer(s) meet the Monthly Threshold. If appropriate, the customer will be returned to Periodic BGSS billing.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President RIDER "B"

RESERVED FOR FUTURE USE

# RIDER "C" TRANSPORTATION INITIATION CLAUSE (TIC)

#### APPLICABLE TO:

Rate Schedule RSG - Residential Service

Rate Schedule GSG - General Service

This Rider "C" shall be known as the Transportation Initiation Clause (TIC) and will be charged to all RSG and GSG customers.

# **PURPOSE OF RIDER "C":**

The purpose of the TIC is to enable the Company to recover both capital expenditures and operating costs associated with Electronic Data Interchange (EDI), including consulting costs and transaction costs.

#### ANNUAL TIC FILING:

On or about August 31 of each year, to be effective the next succeeding November 1, the Company shall file with the Board a proposed TIC rate. The TIC filing will be based upon the costs and expenditures incurred during the previous August 1 through July 31. The costs proposed for recovery will be subject to review for reasonableness, and to assure that they are costs associated with EDI, and not costs which would have been spent for computer upgrades, irrespective of the implementation of EDI.

TIC costs shall be calculated by utilizing the total capital expenditures and operating costs associated with the EDI process, including consulting and transaction costs, net of the TIC over or underrecovery balance, applying monthly carrying costs to the resulting amount using the interest rate applicable to the Company's SBC underrecoveries and overrecoveries. The resulting TIC costs shall be divided by the annual forecasted volumes for the rate classes set forth above. The resulting rate shall be adjusted for all applicable taxes and assessments.

The TIC shall be collected on a per therm basis and shall remain in effect until changed by order of the Board. The TIC charge will be:

### \$0.0018 per therm

The TIC will be recovered through the Delivery Charge of each of the rate schedules referred to above, and will subject to deferred accounting.

The TIC will remain in effect until the Company's next base rate case, or until such time as the Board, upon petition by any interested party, shall issue an order terminating the TIC. Recovery of some or all operating costs shall be subject to reevaluation as to the appropriateness of recovery of such costs through the TIC within two years of implementation of the TIC, or such earlier time as the Board may establish on its own motion, or, upon petition by any interested party

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# RIDER "D" CUSTOMER OWNED GAS CLAUSE (COGC)

#### **APPLICABLE TO:**

Rate Schedule EGS-LV - Electric Generation Service - Large Volume

Rate Schedule FES - Firm Electric Service

This Rider "D" shall be known as the Customer Owned Gas Clause (COGC) and may be offered by the Company, in the Company's sole reasonable discretion to all EGS-LV and FES customers, who hold clear and marketable title to gas that is made available for delivery to customer's facility on the Company's system. Pursuant to this Rider "D" the Company shall deliver gas made available at the Company's City Gate Station to a designated point of delivery. The character of service under this Rider "D" is Firm Transportation Service.

- (1) Customers receiving gas under this Rider "D" shall not pay the C-2 portion of the Volumetric Rate but shall pay all other rates, charges and fees of the applicable Rate Schedule.
- (2) The receipt of gas by the Company for transportation under this Rider "D" shall equal the delivery of said gas to the customer on a daily basis, less a percentage for line loss. The line loss factor to be utilized will be the Company-wide line loss percentage.
- (3) Any gas delivered by the Company under this Rider "D" shall be deemed gas purchased by a customer under the applicable rate schedule. The terms and conditions of said rate schedule shall be applicable thereto.
- (4) The Company will not accept gas for delivery that will: (1) adversely impact the Company's rights to current or future supply or transportation allocations; or (2) impose any financial or burdensome administrative obligation on the Company that would not have existed without acceptance of such delivery by the Company.
- (5) The customer bears sole responsibility for costs incurred to deliver customer owned gas to the Company's city gate station.
- (6) Customer shall be required to reimburse the Company for any out-of-pocket expenses incurred in connection with the initiation and rendering of service under this Rider D. If the Company has accepted gas for delivery under this Rate Schedule and as a result thereof it incurs any financial or burdensome administrative obligation, the Company may impose a surcharge therefor.
- (7) Company retains sole discretion as to whether or not a particular customer or particular customers shall receive service pursuant to this Rider D.
- (8) The Company may install an electronic data collection system pursuant to Section 6.1 of the General Terms and Conditions of this Tariff.

#### RIDER "D"

### **CUSTOMER OWNED GAS CLAUSE (COGC)**

(Continued)

- (9) The existence of imbalances will be determined each day. If at the beginning of a day a customer has an imbalance, the gas to fulfill that customer's daily Contract Demand for that day will be the first gas through the meter on that day.
- (10) The Company may waive any charges associated with imbalances, in its sole reasonable discretion, if the customer demonstrates good cause for such imbalances, if the customer presents a plan for eliminating such imbalances, and such plan will not adversely impact service to other customers. The Company may require that such plan be implemented in full, and completed, within a time period specified by the Company in order for such a waiver to take place.
- (11) A customer may supply its own interstate pipeline capacity, upon authorization by the Company. The Company may grant such authorization in its sole, reasonable discretion. Should an FES or EGS-LV customer supply its own interstate pipeline capacity, gas delivered to the Company's City Gate Station within that capacity may result in a credit against the D-2 charge. The D-2 charge shall be reduced by a credit which is equal to the amount which the customer pays to the interstate pipeline for such capacity. Provided, however, that no credit shall take place in the event that the interstate pipeline capacity supplied by the customer, has been acquired from sources other than the Company. For FES or EGS-LV customers the credit will be calculated as a demand charge per Mcf. The credits provided for by this Paragraph (11) will not affect any other applicable charges referred to in Paragraphs (1) and (2) of this Rider "D".
- (12) A customer scheduling gas for delivery may not schedule less than one dekatherm of gas for delivery under this Rider "D" on any day. All scheduling must be done in whole number dekatherms and not in fractions thereof.

# **BALANCING SERVICE CLAUSE:**

All customer owned gas delivered pursuant to this Rider "D" is also subject to Rider "I" of this Tariff.

# RIDER "E" SOCIETAL BENEFITS CLAUSE (SBC)

#### **APPLICABLE TO:**

Rate Schedule RSG - Residential
Rate Schedule GSG - General Service

Rate Schedule GSG-LV- General Service – Large Volume
Rate Schedule CTS - Comprehensive Transportation Service

Rate Schedule LVS - Large Volume Service
Rate Schedule FES - Firm Electric Service
Rate Schedule EGS - Electric Generation Service

Rate Schedule EGS-LV - Electric Generation Service - Large Volume

Rate Schedule IGS - Interruptible Gas Service

Rate Schedule ITS - Interruptible Transportation Service

Rate Scheduel NGV - Natural Gas Vehicle

This Rider "E" shall be known as the Societal Benefits Clause (SBC). The SBC is established pursuant to the provisions of Section 12 of the "Electric Discount and Energy Competition Act", P.L. 1999, c.23. The SBC shall recover: (1) the costs of the Company's Clean Energy Program; and (2) the costs which the Company incurs in connection with manufactured gas plant remediation; and (3) the cost incurred for the statewide Universal Service Fund ("USF") Permanent and Lifeline Credits and Tenants Assistance Program established by Board Order dated July 16, 2003 in docket No. EX000200091; and (4) other costs determined by the Board to be recoverable through the SBC.

With the exception of the Universal Service Fund, interest on SBC underrecoveries and overrecoveries will be calculated at an interest rate ("Interest Rate") which will be adjusted each August 31, and will be based upon seven year constant maturity treasuries as shown in the Federal Reserve Statistical Release on or closest to August 31 of each year, plus sixty (60) basis points. In addition, the Company recovers Manufactured Gas Plant ("MGP") Environmental Remediation Costs through Rider "G" of this Tariff. These Remediation Costs are recovered over periods of seven years, and the Company shall recover interest on resulting unamortized balances at the Interest Rate. The Universal Service Fund section of this Rider "E" contains the calculation of the USF interest rate.

A petition to establish the Societal Benefits Clause will be filed with the Board on or about July 31, of each year.

# REMEDIATION ADJUSTMENT CLAUSE AND CLEAN ENERGY PROGRAM CLAUSE:

The Remediation Adjustment Clause ("RAC") shall be calculated in accordance with the provisions of Rider "G" of this Tariff and the Clean Energy Program ("CLEP") Clause shall be calculated in accordance with the provisions of Rider "K" of this Tariff. The charges developed pursuant to Riders "G" and "K" shall be recovered through, and as part of, the SBC. All gas consumed or transported under Rate Schedules RSG, GSG, GSG-LV, EGS, EGS-LV, CTS, LVS, FES, IGS, ITS and NGV shall recover the RAC, in accordance with this Rider "E". All gas consumed or transported under Rate Schedules RSG, GSG, GSG-LV, CTS, LVS, FES, EGS, EGS-LV, ITS and NGV shall recover the CLEP, in accordance with this Rider "E".

# OTHER RECOVERABLE EXPENSES:

Other expenses as the Board shall determine to be appropriate for recovery pursuant to the SBC shall be recovered through, and as part of the SBC. All gas consumed or transported under Rate Schedules RSG, GSG, GSG-LV, EGS, CTS and ITS shall recover expenses as the Board shall determine to be appropriate for recovery pursuant to the SBC.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

# RIDER "E" SOCIETAL BENEFITS CLAUSE (SBC) (Continued)

#### UNIVERSAL SERVICE FUND:

Pursuant to the "Electric Discount and Energy Competition Act", N.J.S.A. 48:3-49, the Board established the Permanent Universal Service Fund ("USF") and the Lifeline Credit and Tenants Assistance Program ("Lifeline") both of which will be collected from Rate Schedules RSG, GSG, GSG-LV, EGS, EGS-LV, CTS, LVS, FES, IGS, ITS and NGV. The USF and Lifeline factors established in this Rider "E" were set forth by the Board.

Pursuant to Section 12b of the "Electric Discount and Energy Competition Act", N.J.S.A. 48:3-60b, the Board established an Interim Universal Service Fund. All gas consumed under Rate Schedules RSG, GSG, GSG-LV, EGS, EGS-LV, CTS, LVS and FES shall recover the Company's contributions toward the Universal Service Fund (over a twelve month period on a forecasted basis in accordance with this Rider "E").

Pursuant to Section 12b of the "Electric Discount and Energy Competition Act", N.J.S.A. 48:3-60.1, electric generators that use natural gas and/or natural gas delivery service to generate electricity that is sold for resale are to be exempt from paying the societal benefit charge on the throughput used to generate electricity that is sold for resale. In order to determine the percentage of the throughput exmpt from the SBC, a customer must provide a form of Annual Certification which will provide the percentage of the customer's throughput that will be exempt from the SBC. South Jersey Gas will forward the forms to the customer in December to be updated for each subsequent calendar year's actual experience. If the customer does not return the completed forms by January 15, then the SBC will be assessed on all of the customer's usage. If the customer returns the forms on or before January 15, then adjustments to the customer's bills will be made on a prospective basis beginning in February of the subsequent year. That is, commencing in February, the customer's SBC charge will be adjusted based on the percentage of the customer's throughtput from the prior calendar year used to generate electricity that was sold for resale.

The interest rate on USF under and over recoveries shall be the interest rate based on a two-year constant maturity Treasuries as published in the Federal Reserve Statistical Release on the first day of each month (or the closest day thereafter on which the rates are published), plus sixty basis points, but shall not exceed the Company's overall rate of return as authorized by the Board.

Rates subject to this Rider have been adjusted to recover the following Societal Benefit Charges:

Rate Schedule and Appropriate	Rate	RAC	CLEP	USF (Including <u>Lifeline)</u>	<u>SBC</u>
Rate Schedule RSG	Delivery	.0272	.0435	.0126	.0833
Rate Schedule GSG	Delivery	.0272	.0435	.0126	.0833
Rate Schedule GSG-LV	Delivery	.0272	.0435	.0126	.0833
Rate Schedule EGS	Delivery	.0272	.0435	.0126	.0833

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# RIDER "E" SOCIETAL BENEFITS CLAUSE (SBC) (Continued)

Rate Schedule and Appropriate l	Rate	RAC	CLEP	USF (Including Lifeline)	SBC
** *				<del></del>	
Rate Schedule EGS-LV	C-1	.0272	.0435	.0126 (1)	.0833
Rate Schedule CTS	C-1FT	.0272	.0435	.0126	.0833
Rate Schedule LVS	C-1/C-1FT	.0272	.0435	.0126	.0833
Rate Schedule FES	C-1FT	.0272	.0435	.0126	.0833
Rate Schedule IGS	Monthly Rate	.0272	N/A	.0126	.0398
Rate Schedule ITS	Monthly Rate	.0272	.0435	.0126	.0833
Rate Schedule NGV	Delivery	.0272	.0435	.0126	.0833

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<sup>&</sup>lt;sup>(1)</sup> This element of the Societal Benefits Charge will not be applicable to those customers with special existing contracts limiting their rate exposure, until the expiration of those contracts, in accordance with the Orders of the Board of Public Utilities in Docket No. EX00020091.

#### TEMPERATURE ADJUSTMENT CLAUSE (TAC)

# **APPLICABLE TO:**

Rate Schedule RSG - Residential Service
Rate Schedule GSG - General Service

Rate Schedule GSG-LV - General Service - Large Volume

- (a) This Rider "F" shall be known as the Temperature Adjustment Clause (TAC). It shall be utilized to adjust the Company's revenues in cases wherein temperatures experienced during a Base Year yield more or less degree days than were experienced on a twenty-year normal basis, plus or minus one-half (1/2%) percent of the sum of the Cumulative Normal Degree Days, for the twenty-year period utilized in the Company's then most recent base rate case. This adjustment will be effectuated through a credit or surcharge applied to customers' bills during the year succeeding the Base Year, which succeeding year shall be known as the Adjustment Year. The credit or surcharge will also be adjusted to reflect Base Year under recoveries or over recoveries pursuant to this TAC.
- (b) Each Base Year, and each Adjustment Year shall begin on October 1 and end on May 31 and shall include only the months of October, November, December, January, February, March, April and May.
- The Company will determine on a monthly basis, Degree Days, Cumulative Degree Days, Normal Degree Days, (c) Cumulative Normal Degree Days, Deadband Degree Days and Cumulative Deadband Degree Days for each month during the Base Year. Cumulative Deadband Degree Days will be added to or subtracted from Cumulative Normal Degree Days to yield an Upper Level or Lower Level Degree Day Threshold. If the experienced cumulative Degree Days at the end of a Base Year month is higher than the Upper Level of the Degree Day Threshold, or lower than the Lower Level, a Degree Day Adjustment will be made. The factors for based this TAC are on the 20-year average calculated in GR03080683GR13111137-, and are based upon information obtained from the National Oceanic and Atmospheric Administration ("NOAA"), and will be adjusted in future base rate proceedings. Should a NOAA station utilized by the Company be abandoned, become inoperable, or otherwise become unusable, the Company may substitute data from a nearby NOAA station. When this becomes necessary, the Company will promptly notify the Staff of the Board and the Division of the Ratepayer Advocate. The factors for the TAC are as follows:

	ormal egree Days	Cumulative Normal Degree <u>Days</u>	Deadband  Degree Days	Cumulative Deadband Degree Days
Oct.	26 <u>1</u> 9	26 <u>1</u> 9	1	1
Nov.	5 <u>31</u> 4 <del>3</del>	792 <mark>812</mark>	3	4
Dec.	8 <u>2</u> 49	1,6 <u>2</u> 61	4	8
Jan.	9 <u>62</u> 4 <del>8</del>	2, <u>583</u> 609	5	13
Feb.	82 <u>5</u> 4	3,4 <u>08</u> 33	4	17
Mar.	6 <u>62</u> 84	4, <u>070</u> <del>117</del>	3	20
Apr.	3 <del>5069</del>	4, <del>4<u>20</u>86</del>	2	22
May	1 <del>3746</del>	4, <u>5</u> 57632	<u> </u>	23
TOTAL	4, <u>557</u> 632		23	

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# TEMPERATURE ADJUSTMENT CLAUSE (TAC)

(Continued)

Degree Day Threshold

<u>I</u>	<u>Upper Level</u>	Lo	wer Level
Oct.	2 <u>62</u> 70		<u>2608</u>
Nov.	<u>796</u> 816		<u>78</u> 8 <del>08</del>
Dec.	1,6 <u>2</u> 69		1,6 <u>1</u> 53
Jan.	2, <u>59</u> 6 <del>22</del>		2,5 <u>70</u> 96
Feb.	3,4 <u>2</u> 5 <del>0</del>		3, <u>391</u> 416
Mar.	4, <u>090</u> <del>137</del>		4,0 <u>50</u> 97
Apr.	4, <u>442</u> 508		4 <u>,398</u> 464
May	4, <u>580</u> <del>655</del>		4, <u>534</u> 609
wiay	<del>+,<u>500</u>055</del>		T, <u>JJT</u> 007

- (d) The Degree Day Adjustment will be multiplied by a Degree Day Consumption Factor to derive the Therm Adjustment. The Degree Day Consumption Factor will be determined by first determining a factor for actual heat sensitive use per degree day per customer, for Rate Schedule RSG, and Rate Schedules GSG and GSG-LV heating load based upon actual usage on a cumulative basis through the end of each Base Year.
- (e) The Therm Adjustment will be multiplied by the margin in the respective rate classes resulting in the adjustment to revenue. The margin is then calculated by adjusting out gas costs and associated revenue taxes. This calculation will take place only after Base Year months when the cumulative number of degree days at the end of the Base Year month is higher than the Upper Level of the Degree Day Threshold, or lower than the Lower Level.
- (f) On or before August 31 of each Base Year, the Company will file in a petition with the Board, a proposed adjustment factor ("TAC Factor") to be effective in the Adjustment Year following the then current Base Year. The proposed factor shall be the same for each rate schedule and shall be derived based upon the outstanding adjustment after May of each Base Year as developed in Paragraph (e), divided by the projected sales and transportation volumes for both rate schedules. The TAC Factor will be expressed as a rate per unit of sale. The TAC Factor will be effectuated through a credit or surcharge applied to customers' bills during the Adjustment Year. The credit or surcharge will also be adjusted to reflect over or under recoveries from the previous TAC year. The TAC Factor will be effective with the commencement of the Adjustment Year. At the end of the Adjustment Year, the TAC factor will terminate and the Company will file tariff pages with the Board reflecting this termination. It is subject to an earnings review analysis set forth in the Stipulation accepted by the Board in Docket No. GR91071243J.

# TEMPERATURE ADJUSTMENT CLAUSE (TAC)

(Continued)

The TAC Factor shall apply to all gas sold and transported under Rate Schedules RSG, GSG and GSG-LV.

The charge will be applied to the Rate Schedule RSG, GSG and GSG-LV Delivery Charges as follows:

	Per Therm
TAC Factor per therm	\$0.0000
Applicable Revenue Tax Factor	1.0022
TAC Factor Per Therm	\$0.0000
Applicable NJ Sales Tax Factor	1.07
TAC Factor Per Therm with NJ Sales Tax	<u>\$0.0000</u>

- (g) The Temperature Adjustment Clause shall not operate to cause the Company to earn in excess of its allowed rate of return on common equity of 9.75110.00% for any twelve month period ending October 31; any revenue which is not recovered will not be deferred. For purposes of this paragraph (g), the Company's rate of return on common equity shall be calculated by dividing the Company's net income for such annual period by the Company's average 13 month common equity balance for such annual period, all data as reflected in the Company's monthly reports to the Board of Public Utilities. The Company's net income shall be calculated by subtracting from total net income the Company's share of margins from: (1) Interruptible Sales; (2) Interruptible Transportation; (3) On-System Capacity Release; (4) Off-System Sales and Capacity Release; and (5) the Storage Incentive Mechanism.
- (h) As used in this Rider "F", the following terms shall have the meanings ascribed to them herein:
  - (i) "DEGREE DAYS" is the difference between 65F and the daily mean temperature, on days when the daily mean temperature is below 65F. The daily mean temperature is the simple average of the 24 hourly temperature observations for a day taken at each of the National Oceanic and Atmospheric Administration Measuring points used by the Company. The sum of these differences for every day of the month is total degree days for that month.

### TEMPERATURE ADJUSTMENT CLAUSE (TAC)

(Continued)

- (ii) "CUMULATIVE DEGREE DAYS" is the accumulation of total degree days for each month in the Base Year.
- (iii) "NORMAL DEGREE DAYS" is the level of calendar month degree days to which test year sales volumes were normalized in the base rate proceeding that established the current base rates for the service classifications to which this clause applies.
- (iv) "CUMULATIVE NORMAL DEGREE DAYS" is the accumulation of normal degree days for each month in the Base Year.
- (v) "DEADBAND DEGREE DAYS" shall be one-half (1/2%) percent of the Normal Degree Days.
- (vi) "CUMULATIVE DEADBAND DEGREE DAYS" shall be one-half (1/2%) percent of the Cumulative Normal Degree Days.

Note: Sections (a) through (e) shall be utilized only to calculate the value of the weather-related changes in customer usage. The deadband degree days shall not be included in the calculation. For all other purposes, sections (a) through (e), and section (g), shall be suspended as of October 1, 2006. Section (f) above shall be suspended upon completion of recovery of the TAC Margin Excess and Deficiency for the 2004-2005 and 2005-2006 Base Years, respectively. Such suspensions shall remain in effect for the duration of the Conservation Incentive Program Mechanism, Rider "M".

# RIDER "G" REMEDIATION ADJUSTMENT CLAUSE (RAC)

# APPLICABLE TO:

Rider "E" - Societal Benefits Clause

Ninety days prior to November 1 of each year, the Company shall file with the Board of Public Utilities a Remediation Adjustment Clause (RAC) factor based on remediation costs and third party expenses/claims in the preceding Remediation Year. The RAC factor shall be recovered through, and as part of, the Societal Benefits Clause, Rider "E" to this Tariff.

The RAC Factor will be determined as follows:

# I. Definition of Terms Used Herein

- 1. <u>"Remediation Costs"</u> are defined as all investigations, testing, land acquisition if appropriate, remediation and/or litigation costs/expenses or other liabilities excluding personal injury claims and specifically relating to gas manufacturing facility sites, disposal sites, or sites to which material may have migrated, as a result of the operation or decommissioning of gas manufacturing facilities.
- 2. <u>"Recovery Year"</u> is defined as each November 1 to October 31 period on a going forward basis, and is the time period over which annual amortizations shall be recovered from customers pursuant to this Rider "G".
- 3. "Remediation Year" is defined as each August 1 to July 31 period on a going forward basis, and is the time period over which the Remediation Costs are incurred.
- 4. <u>"Third Party Claims"</u> are all claims brought by the Company against any entity, including insurance companies, from which recoveries of costs may be received and will be charged through the RAC Factor as follows:
  - a) Fifty percent (50%) of the reasonable transaction costs and expenses in pursuing Third Party Claims shall be included as Remediation Costs and shall be recovered as part of the Remediation Adjustment Clause. The remaining 50% shall be deferred without carrying costs until such time as the specific claim is resolved.
  - b) In the event that the Company is successful in obtaining a recovery from a Third Party Claim, the Company shall be permitted to retain the deferred 50% share of the reasonable transaction costs and expenses from the recovery associated with that Third Party Claim. The balance of the recovery, if any, shall be applied against the current year's Remediation Costs to be recovered from or credited to ratepayers through the next amortization calculation.
- 5. <u>"Before Tax Cost Rate"</u> (BTCR) is the result of the calculation of the weighted cost of capital allowed in the Company's most recent base rate case minus the weighted cost of debt allowed in the Company's most recent base rate case divided by one minus the combined tax rate, plus the weighted cost of debt.
- 6. "Deferred Tax Benefit" (DTB) shall be returned to ratepayers during each Recovery Year in an amount equal to those given by the formula:

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

#### RIDER "G"

### REMEDIATION ADJUSTMENT CLAUSE (RAC)

(Continued)

DTB = ARC\* 
$$[(7-X)/7]$$
 \* BTCR \* TR  
n,YR n yR YR

Where:

DTB = The amount of the Deferred Tax Benefit in Recovery Year YR that is to be

subtracted from one seventh the amount of the Remediation Costs incurred in Remediation Year n and which is to be recovered in Recovery Year YR.

ARCn = The amount of the Actual Remediation Costs incurred in remediation year n.

X = The number of years that the Actual Remediation Costs incurred in remediation

year n have been subject to amortization (X = 1, 2, 3... 6).

BTCRyr Rate= The Before Tax Cost rate which shall be equal to the Before Tax Cost of capital

allowed in the Company's most recent base rate case.

TryR = The effective combined Federal and State income tax rate.

# 7. <u>Sale of Property</u>

- a) Generally Should the Company sell a former manufactured gas plant site, any proceeds of such sale, exclusive of all reasonable expenses associated with such sale and taxes directly related to the sale, but not delinquent real estate taxes, up to the total costs incurred in remediating the specific site, shall be applied against the current year's Remediation Costs to be recovered from or credited to ratepayers. In the event that any proceeds are available above the total Remediation Costs of the site, the balance of the proceeds shall then be shared equally between the Company and the ratepayers.
- b) Atlantic Avenue In the event that the Company sells its property at Atlantic Avenue (and Michigan Avenue), the Company and its ratepayers shall each be entitled to a fifty percent (50%) share of the net proceeds of sale. As to the Atlantic Avenue, net proceeds shall equal gross proceeds less the sum of (1) net book cost as of the closing of sale; (2) costs of sale including professional fees, real estate commissions, taxes and title insurance; and (3) Remediation Costs previously paid by ratepayers relative to Atlantic Avenue.

The gross proceeds of sale shall be first applied to net book cost of the property, then to costs of sale. The Environmental Response costs shall be shared as provided in a), <u>Generally</u>, above. Any excess over Remediation Costs recovered at Atlantic Avenue shall then be shared equally between the Company and its ratepayers as provided in a), <u>Generally</u>, above. Any Remediation Costs incurred after a sale of Atlantic Avenue Property shall be treated as Remediation Costs.

#### RIDER "G"

# REMEDIATION ADJUSTMENT CLAUSE (RAC)

(Continued)

c) If the Company intends to sell a former manufactured gas plant site, it shall notify and provide the Board with details of any proposed sale at least sixty (60) days prior to any such sale.

# II. Determination of the Remediation Adjustment

At least ninety (90) days prior to the commencement of each Recovery Year, the Company shall, among other material, file with the Board and serve upon Rate Counsel, and such other Parties as shall request the same, all bills and receipts relating to as well as a schedule depicting the particular purpose for the expenditure of the amount of any Remediation Costs incurred in the preceding Remediation Year for which it seeks to begin recovery in the upcoming Recovery Year, for each remediation site and a calculation of the proposed Remediation Adjustment Clause level. In that same filing, the Company shall include similar material and information to support any costs/expenses and/or recoveries resulting from Third Party Claims or sales of remediated gas manufacturing sites. The Company shall also submit in its annual filing a projection of Remediation Costs for the following Remediation Year. In addition, the Company will include a listing and status of applicable insurance policies for each site.

The RAC factor shall be calculated by taking one seventh of the Actual Remediation Costs plus applicable Third Party Claims and Sale of Property allocations incurred each year, until fully amortized, less the Deferred Tax Benefit plus the prior years' RAC remediation adjustment. This amount is then divided by the Company's total volume of prospective sales for the upcoming recovery year.

All gas consumed under Rate Schedules RSG, GSG, GSG-LV, CTS, LVS, FES, EGS, EGS-LV, IGS, ITS and NGVshall recover Remediation Costs. The charge brought forward to Rider "E" for these Rate Schedules is as follows:

	RSG, GSG, GSG-LV, EGS, EGS-LV, LVS, FES CTS, IGS, ITS and NGV
Average Cost per therm	\$.0254
Applicable Revenue Tax Factor	1.0022
RAC Per Therm	\$.0255
Applicable NJ Sales Tax Factor	<u>1.07</u>
RAC Per Therm with NJ Sales Tax	\$.0272 =====

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#### RIDER "G"

### REMEDIATION ADJUSTMENT CLAUSE (RAC)

(Continued)

The total annual charge to the Company's ratepayers for Remediation Costs during any Recovery Year shall not exceed five (5) percent of the Company's total revenues from firm gas sales and firm transportation during the preceding Remediation Year. In the event that the total annual charge to the Company's ratepayers for Remediation Costs during any Recovery Year exceeds 5% of the Company's total revenues from firm gas sales and firm transportation during the preceding Remediation Year, the Parties agree that, upon the request of any Party, the Board may reopen consideration of the instant mechanism. If no reopening occurs, and in the event that this limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular Recovery Year, beginning with the date upon which the annual charge would have been effective, carrying costs shall accrue to the Company upon the amount by which the total annual charge to its ratepayers is less than that otherwise allowable.

Carrying costs shall accrue through the Recovery Year in which such amount, together with any accumulated carrying costs, is actually recovered by the Company from its ratepayers and shall accrue at the Before Tax Cost Rate allowed in the Company's most recent base rate case.

#### III. Tracking the Operation of the Remediation Adjustment Clause

The revenues billed, net of taxes and assessments through the application of the Remediation Adjustment factor shall be accumulated for each month and be applied against the total amortized Remediation Costs calculated for that year. The Remediation Adjustment Clause shall be reconciled annually, with the amount of any projected over- or undercollection to be debited or credited to the total annual Remediation Adjustment Clause level for the following Recovery Year. The over- or under-collection will be based on 10 months actual data and 2 months projected data for the Recovery Year.

#### RIDER "H"

# RESERVED FOR FUTURE USE ECONOMIC DEVELOPMENT RATE CLAUSE (EDR)

The Economic Development Rate Clause (EDR) is closed to all new customers.

#### **APPLICABLE TO:**

Rate Schedule RSG	Residential Service
Rate Schedule GSG	General Service
Rate Schedule GSG-LV -	General Service Large Volume
Rate Schedule LVS	Large Volume Service customers who made application to the Company, in
	writing, prior to December 31, 1988.

This Rider "C" shall be known as the Economic Development Rate Clause (EDR). The EDR allows the Company to offer service under applicable rate schedules at commodity rates lower than those described in the "MONTHLY RATE" section of said rate schedules. Lower rates under this Rider "C" are available to Firm Sales Service customers served under Rate Schedules GSG, GSG LV, and LVS. Lower rates under this Rider "C" are available to Firm Sales Service customers served under Rate Schedule RSG who meet the requirements of Paragraph (9) and (10).

- (1) This Rider "C" is only available to those LVS customers availing themselves of Rider "C" on or before December 31, 1988.
- (2) The Company shall classify a customer's facility as either a New Facility or an Existing Facility for purposes of the Standard Gas Service Agreement (EDR). In the case of an Existing Facility, the base period billings shall be specified in the Standard Gas Service Agreement (EDR).
- (3) The Company will only accept two hundred (200) applications for service under this Rider "C", from customers served under Rate Schedule GSG and GSG-LV.
- (4) Customer may apply for service to a Qualifying Facility, under this Rider "C" only once.
- (5) The Economic Development Rate shall be computed for service at all New Facilities by applying—a reduction of \$.02 per therm to the C 3 commodity rate depicted in the "MONTHLY RATE" section of Rate Schedules GSG and GSG-LV. A credit of \$.02 per therm will be applied to all consumption billed under the "MONTHLY RATE" section of Rate Schedule LVS.
- The Economic Development Rate shall be computed for service to all Existing Facilities by applying a reduction of \$.02 per therm to the commodity rates depicted in the "MONTHLY RATE" section of Rate Schedules GSG and GSG LV. A credit of \$.02 per therm will be applied to all consumption billed under the "MONTHLY RATE" section of Rate Schedule LVS. Said reduction and credit of \$.02 per therm shall be applied only to each therm of consumption billed over and above the base period billing. The increase will be measured using only the volumes received by the customer under the applicable rate schedule, during the current billing period and respective base period.
- (7) In no event shall the rate after reduction be less than gas costs and taxes applied to sales made under the applicable rate schedule,

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# RIDER "H" ECONOMIC DEVELOPMENT RATE CLAUSE (EDR) (Continued)

- Commencing with the sixth year from the date that service is initiated under this Rider "C" for each customer initiating such service prior to December 31, 1988, the applicable rate reductions shall be decreased by twenty percent (20%) of the \$.02 per therm or \$.004 per therm each year so as to be completely eliminated at the beginning of the tenth (10th) year from said date. As to customers initiating such service after December 31, 1988, the applicable rate reductions shall be decreased by twenty percent (20%) of the \$.02 per therm or \$.004 per year beginning the second year from the date service is initiated so as to eliminate such credits by the end of the fifth (5th) year after service is initiated.
- An RSG customer shall be eligible to receive a payment from the Company if that customer certifies to the Company that the customer has purchased a principal residence in New Jersey within the Company's service territory and further certifies the customer is a first time home buyer. As used herein, a first time home buyer shall mean a person who has not owned a home or any interest in a home anytime during the past three years prior to the closing of the home that is being purchased.
- In order to be eligible to receive a payment under this Rider "C", the customer must certify to the Company that the customer's principal residence meets the requirements of this Paragraph 10. The customer will be eligible for a payment of up to five hundred dollars (\$500.00) if the customer has installed both a high efficiency natural gas house heater and a high efficiency natural gas water heater. The customer will be eligible for a payment of up to seven hundred fifty dollars (\$750.00) if the customer has installed a high efficiency natural gas house heater and a high efficiency natural gas water heater and a high efficiency natural gas range and a high efficiency natural gas clothes dryer.
- (11)As used in this Rider "C" a high efficiency natural gas house heater and a high efficiency natural gas water heater shall be those described in the Heater Rebate portion of the Company's Board approved Conservation Plan. High efficiency gas ranges and high efficiency clothes dryers shall be those with electronic ignition.
- The credits specified in Paragraph 10 shall be applied to the first twelve monthly gas bills received by the customer, unless the credits are exhausted sooner. Any credits not exhausted after twelve monthly bills will expire.
- The EDR credits specified in Paragraph 10 shall be limited to the first five hundred (500) applicants accepted by the Company. Provided, however, that the Company will not provide credits in any year in excess of \$300.000

# SOUTH JERSEY GAS COMPANY

Original Sheet No.	B.P.U.N.J. No. 11 - GAS
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OR FUTURE USE	RESERVED FO

#### RIDER "I"

# BALANCING SERVICE CLAUSE - LARGE VOLUME (BSC-LV)

# **APPLICABLE TO:**

Rate Schedule GSG-LV - General Service-Large Volume

Rate Schedule LVS - Large Volume Service
Rate Schedule FES - Firm Electric Service
Rate Schedule EGS - Electric Generation Service

Rate Schedule EGS-LV - Electric Generation Service – Large Volume

Rate Schedule ITS - Interruptible Transportation Service
Rate Schedule CTS - Comprehensive Transportation Service

Rate Schedule NGV - Natural Gas Vehicle

This Rider "I" shall be known as the Balancing Service Clause - Large Volume (BSC-LV) and will be applicable to all EGS-LV and FES customers who utilize Rider "D" to this Tariff, and to all LVS and EGS-LV Firm Transportation Service, and ITS customers. This Rider "I" will also be applicable to all Rate Schedule GSG-LV Firm Transportation Service and NGV Firm Transportation customers who have installed electronic meter reading equipment, pursuant to the provisions of Section 6.1 of the General Terms and Conditions of this Tariff and who elect to take their balancing service under this Rider "I", rather than under Rider "J". The Volumetric Charge, under the monthly Rate Section shall be the only element in this Rider applicable to Firm Sales Service customers subscribing to Rate Schedules LVS and EGS-LV.

# **MONTHLY RATE:**

#### Volumetric Charge:

BS-1: \$0.0027 per therm for all gas delivered under Rate Schedules LVS, EGS-LV, NGV and CTS who "opt-out" as provided for in the Standard Gas Service Agreements (LV) and (EGS).

BS-1: \$0.0126 per therm for all gas delivered under Rate Schedules GSG-LV, EGS, and under Rate Schedules LVS, EGS-LV, NGV and CTS who do not "opt-out", including Firm Sales Service customers

# Cash-Out Charges and Credits:

To be determined monthly in accordance with the methodology set forth in Paragraphs (12), (13) and (14) of this Rider "I".

# **DEFINITIONS:**

- (1) "Gas Consumption" means the volume of gas utilized by the customer, as measured at the customer's meter. Gas Consumption will be displayed on the Company's Electronic Bulletin Board ("EBB"). However, the responsibility for balancing shall remain with the customer even if the Company's EBB is inoperative.
- On any day during which gas receipts for a customer's account exceed Gas Consumption, after adjustment to reflect line loss and sales authorized by the Company for this customer, a daily "Excess Imbalance" results. Provided, however, that as to those ITS customers, who had an annualized average use of 27 Mcf per day or less

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of gas, Daily Excess Imbalances shall be computed on a monthly basis.

## BALANCING SERVICE CLAUSE - LARGE VOLUME (BSC-LV)

(Continued)

- (3) On any day during which Gas Consumption exceeds gas receipts for a customer's account, after adjustment to reflect line loss and sales authorized by the Company, a daily "Deficiency Imbalance" results. Provided, however, that as to those ITS customers, who had an annualized average use of 27 Mcf per day or less of gas, Daily Deficiency Imbalances shall be computed on a monthly basis.
- (4) Daily Deficiency Imbalances and Daily Excess Imbalances may be collectively referred to as "Daily Imbalances".
- (5) "Net Monthly Imbalance" means the net of a customers Daily Imbalances, if any, during a month. If monthly Gas Consumption exceeds monthly gas receipts for a customer's account, a Monthly Deficiency Imbalance results and if monthly gas receipts exceed monthly Gas Consumption, a Monthly Excess Imbalance results.

## **BALANCING:**

- (6) Customers shall use their best efforts to ensure that the daily volumes of gas scheduled for delivery into the Company's system for the customer's account, adjusted to reflect line loss and sales authorized by the Company, equal the volumes of daily Gas Consumption by the customer.
- (7) Customers shall be responsible for maintaining a balance between volumes of daily deliveries into the Company's system and daily Gas Consumption, adjusted to reflect line loss and sales authorized by the Company. Customers may maintain a balance through a combination of deliveries for their account and sales authorized by the Company.
- (8) Certain levels of Daily Imbalances will be subject to a corrective plan, as provided in Paragraph 9 of this Rider "I". Daily Imbalances of this level will be referred to as "Imbalances Requiring Action" or "IRA". An Excess Imbalance will become an IRA during the winter season if daily receipts exceed daily Gas Consumption by five (5%) percent, and during the summer season if daily receipts exceed daily Gas Consumption by seven and one half (7.5%) percent. A Deficiency Imbalance will become an IRA during the winter season if daily Gas Consumption exceeds daily receipts by five (5%) percent, and during the summer season if daily Gas Consumption exceeds daily receipts by seven and one half (7.5%) percent. The winter season, as used herein, is from November 1 through March 31. The summer season is from April 1 to October 31.
  - Generally, the existence of an IRA will be determined for each customer, on an individual customer basis. However, for those customers who execute an Aggregation Agreement, acceptable to the Company, IRAs will be determined in the aggregate for all members of the Aggregation Group.
- (9) If a customer has an IRA as demonstrated on the Company's EBB, the customer must present a plan within fortyeight (48) hours of such demonstration to eliminate the IRA. Such plan must not, <u>inter alia</u>, adversely impact service to other customers, affect system integrity, or affect the Company's gas supply planning. If the plan presented by the customer is unacceptable to the Company, the Company will present an alternative plan. If the customer fails to present, within 48 hours after such demonstration, a plan to eliminate

# BALANCING SERVICE CLAUSE - LARGE VOLUME - (BSC-LV)

(Continued)

such IRA or fails to comply with a plan accepted by or offered by the Company, the customer shall be subject either to (a) billing for volumes of Gas Consumption in excess of receipts at a rate equal to five (5) times the Net Monthly Deficiency Imbalance Cash-Out Charge within this Rider "I", assuming a System Impact Charge of one (1.0); or (b) a buyout of the excess of receipts over volumes of Gas Consumption at a rate equal to one-fifth (1/5) of the Net Monthly Excess Imbalance Cash-Out Credit within this Rider "I", assuming a System Impact Charge of one (1.0).

- (10)Notwithstanding any other provision of this Rider "I", if the Company determines in its sole reasonable discretion that it is necessary to do so to alleviate operating conditions which may threaten the integrity of its system, the Company may issue an Operational Flow Order ("OFO") to some or all customers subject to this Rider "I". The Company shall provide customers and their Aggregator/Marketers with notice of an OFO by posting the same on the Company's EBB, and by facsimile transmission. In addition, the Company may provide notice by telephone or otherwise of said OFO. Such notice shall be effective within twenty-four hours of posting unless exigent circumstances require shorter notice, which shorter notice shall be specified in the posting. The OFO may direct, inter alia, the cessation of the creation of Deficiency Imbalances or of Excess Imbalances and that customers make a good faith effort to eliminate existing Deficiency Imbalances or Excess Imbalances. For purposes of this paragraph (10) of this Rider "I" if a customer is a member of a Customer Group pursuant to an Aggregator/Marketer's Agreement, Deficiency Imbalances and Excess Imbalances for that customer and for all members of the Customer Group shall be aggregated. Failure to comply with an OFO Imbalance shall result in the creation of an OFO Deficiency Imbalance or of an OFO Excess Imbalance. The customer may be invoiced for any OFO Deficiency Imbalance or any OFO Excess Imbalance at a rate of \$50.00 per Mcf for each day that said OFO Deficiency Imbalance or OFO Excess Imbalance remains in effect. In addition, after the Company has taken the steps set forth in this paragraph (10), any customer failing to adhere to an OFO shall be subject to immediate termination of all gas service.
- (11) Any customer receiving service subject to this Rider "I" must maintain computer capability necessary to access the Company's EBB directly or through an Aggregator and/or Marketer pursuant to an Aggregator's/Marketer's Agreement acceptable to the Company. Provided, however, that ITS customers with an annualized average use of 27 Mcf per day or less are exempted from the provisions of this Paragraph (11) of this Rider "I".

## **CASH-OUT CHARGES AND CREDITS:**

(12) A customer or an Aggregator/Marketer authorized to act on a customer's behalf may exchange an imbalance with another customer or Aggregator/Marketer authorized to act on a customer's behalf. In the exchange, a Monthly Deficiency Imbalance may be exchanged for a Monthly Excess Imbalance of equal quantity. The Company will notify the Aggregators/Marketers and customers not represented by an Aggregator/Marketer each month of all outstanding imbalances and shall allow five (5) days to complete exchanges and notify the Company of all exchanges upon a prescribed form

## BALANCING SERVICE CLAUSE - LARGE VOLUME (BSC-LV)

(Continued)

- (13) Each month, the Company shall "cash out" Net Monthly Deficiency Imbalances as follows:
  - (a) Customers with a Net Monthly Deficiency Imbalance shall be charged on their bills, for service provided during such month, an amount equal to the product of (i) the Net Monthly Imbalance quantity times (ii) one hundred ten percent (110%) of the simple average of daily postings of Transcontinental Gas Pipe Line Corporation's (Transco's) Zone 6 Daily Midpoint reported each day during the month in which the Deficiency Imbalance occurred, in the Daily Price Survey in the <u>Gas Daily</u>; times (iii) a System Impact Charge ("SIC").
  - (b) In the case of Monthly Deficiency Imbalance, if:
    - (i) Monthly Gas Consumption exceeds monthly receipts by seven and one-half (7.5%) percent of Gas Consumption or less, the SIC will be one (1);
    - (ii) Monthly Gas Consumption exceeds monthly receipts by more than seven and one-half (7.5%) percent but less than fifteen (15%) percent, the SIC will be one and three tenths (1.3);
    - (iii) Monthly Gas Consumption exceeds monthly receipts by fifteen (15%) percent or more, the SIC will be two (2).
  - (c) All cash out charges under this Paragraph (12) shall be adjusted by multiplying them by 1.07 to reflect New Jersey Sales and Use Tax.
- (14) Each month, the Company shall "cash out" Net Monthly Excess Imbalances as follows:
  - (a) Customers with a Net Monthly Excess Imbalance shall receive on their bills, for service provided during such month, a credit equal to the product of (i) the Net Monthly Imbalance quantity times (ii) ninety percent (90%) of the simple average of daily postings of Transco's Zone 6 Daily Midpoint reported each day during the month in which the Excess Imbalance occurred, in the Daily Price Survey in the Gas Daily; less (iii) a capacity charge factor of \$.0050 per therm; times (iv) a System Impact Charge ("SIC").
  - (b) In the case of a Monthly Excess Imbalance, if:
    - (i) Monthly receipts exceed monthly Gas Consumption by seven and one-half (7.5%) percent of Gas Consumption or less, the SIC will be one (1);
    - (ii) Monthly receipts exceed monthly Gas Consumption by more than seven and one-half (7.5%) percent but less than fifteen (15%) percent, the SIC will be two-thirds (2/3);
    - (iii) Monthly receipts exceed monthly Gas Consumption by fifteen (15%) percent or more, the SIC will be one-half (1/2).

## BALANCING SERVICE CLAUSE - LARGE VOLUME - (BSC-LV)

(Continued)

(15) For purposes of the cash out provisions of this Rider "I", generally, determinations will be made for each customer on an individual customer basis. However, for those customers who execute an Aggregator/Marketer Agreement, acceptable to the Company, "cash out" calculations will be determined in the aggregate for all members of the Aggregate Group.

## OTHER PROVISIONS:

- All charges under this Rider "I" of this Tariff, as well as charges under Rate Schedules EGS-LV, FES, LVS, ITS, NGV or GSG-LV (if the customer has elected to have transportation charges invoiced by the Aggregator/Marketer), as well as the Aggregator/Marketer's Fee will be invoiced to the Aggregator/Marketer, in accordance with the Aggregator/Marketer's Agreement. Otherwise, charges will be billed to the customer. Payment of all invoices to the Aggregator/Marketer or to the customer must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided, however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the Aggregator/ Marketer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal.
- (17) All charges under Rate Schedules GSG-LV, NGV, EGS-LV, FES, LVS or ITS will be invoiced to the individual customers, who shall be solely responsible for these charges, as well as these Rider "I" charges when a customer has no Aggregator/Marketer.
- In the event that, during any month the sum of the month-to-date Deficiency Imbalances or Excess Imbalances, for non-Force Majeure reasons, for an Aggregator/Marketer exceeds three (3) times the ACD, the Company will immediately notify the Aggregator /Marketer via telephone, e-mail, facsimile or similar means. If Deficiency Imbalances or Excess Imbalances reach five (5) times the ACD, the following will occur: (1) the Aggregator /Marketer is no longer eligible to function as an Aggregate/Marketer on the Company's system until the conditions set forth in this paragraph (18) are satisfied, but not before the first (1st) day of the following month; and (2) for the balance of the current month and for future months, the affected Aggregator /Marketer's customers will be supplied natural gas by the Company and will be billed on a prorated basis according to the following schedule:

	<u></u>
GSG-LV	Monthly BGSS Rate
LVS	Monthly BGSS Rate
FES	Firm Market Volumetric Charge
EGS	Monthly BGSS Rate
EGS-LV	Monthly BGSS Rate
ITS	Monthly Rate pursuant to Rate Schedule IGS
CTS	Monthly BGSS Rate
NGV	Monthly BGSS Rate

Billing Charge

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Rate Schedule

# ${\bf BALANCING\ SERVICE\ CLAUSE\ -\ LARGE\ VOLUME\ -\ (BSC-LV)}$

(Continued)

Such customers will be charged on a prorated basis upon the appropriate Rate Schedule, including all Special Provisions of the appropriate Rate Schedule for gas delivered, including gas deliveries resulting in imbalances, prior to the implementation of the revised billing rate.

In order to be reinstated as an eligible Aggregator/Marketer, following termination of Aggregator/Marketer status for Deficiency Imbalances or Excess Imbalances as set forth above, the Aggregator/Marketer in addition to meeting all other applicable requirements must post and maintain for one (1) year security in a credit facility satisfactory to the Company in an amount equal to two (2) times that which would otherwise be required by the Company. At the conclusion of that year and assuming no additional occurrence of Deficiency Imbalances or Excess Imbalances as described above, the Aggregator/Marketer will be released from its obligation to provide security in excess of that otherwise required by the Company. If an additional Deficiency Imbalance or Excess Imbalance as described above occurs during that one-year period, the Aggregator/Marketer will be disqualified as an Aggregator/Marketer upon the Company's system for an additional one (1) year period.

As used in this Paragraph (18), ACD shall mean the aggregate of all Contract Demands, expressed in dekatherms, of all customers served by an Aggregator /Marketer under an applicable Rate Schedule. For a customer who does not have a Contract Demand, the Company shall supply a quantity to be used in lieu thereof.

- (19) The BS-1 Charge within Volumetric Charge portion of this Rider "I" shall not be applicable to: (i) customers receiving deliveries of gas pursuant to Rate Schedule ITS; and (ii) customers receiving deliveries of gas pursuant to Rate Schedule FES and who utilize Rider "D" to this Tariff.
- (20) Any charges imposed pursuant to the above Paragraphs (1) through (21) of this Rider "I" shall be in addition to other charges imposed pursuant to this Rider "I".

## RIDER "J"

## BALANCING SERVICE CLAUSE - GENERAL SERVICE (BSC-GS)

## **APPLICABLE TO:**

Rate Schedule RSG - Residential Service Gas Rate Schedule GSG - General Service Gas

Rate Schedule GSG-LV - General Service Gas – Large Volume

Rate Schedule EGS - Electric Generation Service

Rate Schedule NGV - Natural Gas Vehicle

This Rider "J" shall be known as the Balancing Service Clause - General Service (BSC-GS) and will be applicable to all RSG Firm Transportation Service customers and GSG Firm Transportation Service customers. This Rider "J" will also be applicable to GSG-LV, NGV and EGS Firm Transportation customers who elect to take balancing service under this Rider "J". Provided, however, that pursuant to the terms of Rider "I" certain GSG-LV, NGV and EGS Firm Transportation Service customers may elect to take balancing service pursuant to Rider "I". The Volumetric Charge, under the Monthly Rate Section, shall be the only element in this Rider applicable to Firm Sales Service customers subscribing to Rate Schedules RSG,GSG, GSG-LV, NGV and EGS.

#### **MONTHLY RATE:**

Volumetric Charge:

BS-1: \$.0505 per therm for all gas delivered under the applicable rate schedules in addition to the following:

## DCQ AND BUY-OUT CHARGE:

"Daily Contract Quantity" (DCQ) for all customers except for Rate Schedule RSG Firm Transportation Service customers shall mean a quantity of gas determined annually by the company. The DCQ shall be determined for each of the forthcoming twelve (12) months by dividing the customer's weather-normalized usage for each of the most recent twelve (12) months by the total number of days in each month. The Company may adjust the customer's DCQ during any twelve (12) month period, due to changes in the customer's gas equipment or pattern of usage or other acceptable information provided by the customer. For New Customers, the customer's initial DCQ will be estimated by the Company, based upon the rating of the customer's gas equipment and expected utilization of the equipment. Customer will be obligated to deliver or cause to be delivered to the Company's city gate station the customer's DCQ each day for the customer's account.

The DCQ for Rate Schedule RSG Firm Transportation Service customers shall mean a quantity of gas determined by the Company. The DCQ shall be determined separately for Rate Schedule RSG Firm Transportation Service customers who are heating customers, and for those who are non-heating customers ("Heating Group" and "Non-Heating Group"). The DCQ for both the Heating Group and the Non-Heating Group shall be determined on a Company system-wide, weather normalized basis. The Company will determine the DCQ for each customer in the Heating Group, which will be the same for all members of the Heating Group, and for each customer in the Non-Heating Group, which will be the same for all members of the Non-Heating Group, each month. The Aggregator/Marketer will be obligated to deliver or cause to be delivered to the Company's City Gate Station, each day, the DCQ for each customer within that Aggregator/Marketer's Aggregated Group.

A review of service provided to Rate Schedule RSG Firm Transportation Service customers shall be performed

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after twelve (12) months service, and every twelve (12) months thereafter. Upon such review, in the

#### RIDER "J"

# BALANCING SERVICE CLAUSE - GENERAL SERVICE (BSC-GS)

(Continued)

event that a customer's account has a negative balance, the Aggregator/Marketer shall have thirty (30) days to pay back such negative balance. Prior to making such pay-back, the Aggregator/Marketer must get approval to do so from the Company, which may, at its sole reasonable discretion, extend the pay-back period. If a negative balance remains after thirty (30) days, the Aggregator/Marketer will be charged the Rate Schedule RSG Firm Sales Service customer rates multiplied by each therm of negative balance. If the customer's account has a positive balance, the Company will purchase such gas at the Buy-Out Price provided for in this Rider "J".

- (a) At the end of each Winter Season, and at the end of each Summer Season, the Company will calculate the difference between the customer's actual usage and actual deliveries, and will adjust the DCQ beginning with the second month succeeding the end of each Winter Season and each Summer Season by said difference divided by the total number of days remaining in the Winter Season or the Summer Season. Provided that such an adjustment will not decrease any month's adjusted DCQ to a level less than zero. Any such adjustments that result in a particular month's DCQ being less than zero will be carried to a future month.
- (b) Upon termination of transportation service under the applicable rate schedules the Company shall review the status of customer's account. In the event that customer's account has a negative balance, the customer shall have thirty days to pay back such negative balance. If any negative balance remains after thirty days, the customer will be charged the Rate Schedule GSG Firm Sales Service rates multiplied by each therm of negative balance. If customer's account has a positive balance, the Company will purchase such gas at the Buy-Out Price.
- (2) As used in this Rider "J" "Buy-Out Price", shall mean a price equal to the lowest price of gas delivered to the Company's system during the month the positive balance or an Excess Imbalance occurs.

## **BALANCING:**

- On any day during which gas receipts for a customer's account exceed DCQ, after adjustment to reflect line loss and sales authorized by the Company for the customer, a daily "Excess Imbalance" results.
- (4) On any day during which DCQ exceeds gas receipts for a customer's account, after adjustment to reflect line loss and sales authorized by the Company for the customer, a daily "Deficiency Imbalance" results.
- (5) Customers shall use their best efforts to ensure that the daily volumes of gas scheduled for delivery into the Company's system for the customer's account, adjusted to reflect line loss and sales authorized by the Company, are equal to the customers' DCQ.
- (6) Each customer shall be responsible for maintaining a balance between volumes of daily deliveries into the Company's system adjusted to reflect line loss and sales authorized by the Company for the customer and the customer's DCQ. Each customer may maintain a balance through a combination of deliveries for its account and sales authorized by the Company.
- (7) If, on any day, an Excess Imbalance exists for the account of a customer, the excess may be bought by the

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Company at one third of the Buy Out Price. Moreover, an Excess Imbalance may not be utilized to discharge a

## RIDER "J"

# BALANCING SERVICE CLAUSE - GENERAL SERVICE (BSC-GS)

(Continued)

Deficiency Imbalance or in any other way be utilized by the customer to discharge transportation obligations.

- (8) If, on any day, a Deficiency Imbalance up to and including five percent (5%) exists for the account of a customer, the customer may be billed for such Deficiency Imbalance at a rate equal to five (5) times the applicable sales rate under Rate Schedules RSG Firm Sales Service, GSG Firm Sales Service, GSG-LV Firm Sales Service, NGV Firm Sales Service or EGS Firm Sales Service. If, on any day, a Deficiency Imbalance of greater than five percent (5%) exists for a customer's account, the customer may be billed a charge equal to ten (10) times the applicable sales rate under Rate Schedules RSG Firm Sales Service, GSG Firm Sales Service, GSG-LV Firm Sales Service, NGV Firm Sales Service or EGS Firm Sales Service.
- (9) Notwithstanding any other provision of this Rider "J", if the Company determines in its sole reasonable discretion that it is necessary to do so to alleviate operating conditions which may threaten the integrity of its system, the Company may issue an Operational Flow Order ("OFO") to some or all customers subject to this Rider "J". The Company shall provide customers and their Aggregator/Marketers with notice of an OFO by posting the same on the Company's EBB, and by facsimile transmission. Alternatively, the Company may provide notice by telephone or otherwise of said OFO. Such notice shall be effective within twenty-four hours of posting unless exigent circumstances require shorter notice, which shorter notice shall be specified in the posting. The OFO may direct, inter alia, the cessation of the creation of Deficiency Imbalances or of Excess Imbalances and that customers make a good faith effort to eliminate existing Deficiency Imbalances or Excess Imbalances. For purposes of this paragraph (9) of this Rider "J" if a customer is a member of a Customer Group pursuant to an Aggregator/Marketer's Agreement, Deficiency Imbalances and Excess Imbalances for that customer and for all members of the Customer Group shall be aggregated. Failure to comply with an OFO shall result in the creation of an OFO Deficiency Imbalance or of an OFO Excess Imbalance. The customer may be invoiced for any OFO Deficiency Imbalance or for any OFO Excess Imbalance at a rate of \$50.00 per Mcf of such OFO Deficiency Imbalance or OFO Excess Imbalance for each day that said OFO Deficiency Imbalance or OFO Excess Imbalance remains in effect. In addition, after the Company has taken the steps set forth in this paragraph (9), any customer failing to adhere to an OFO shall be subject to immediate termination of all gas service.
- (10) Any customer receiving service subject to this Rider "J" must maintain computer capability necessary to access the Company's EBB directly or through an Aggregator and/or Marketer pursuant to an Aggregator's/Marketer's Agreement acceptable to the Company.

## OTHER PROVISIONS:

(11) Under no circumstances shall the Company be obligated to deliver more than the customer's DCQ for the customer's account. Provided, however, that nothing in this paragraph (11) of this Rider "J" shall affect the customer's ability to consume gas in excess of the DCQ. Moreover, if the DCQ shall prove insufficient or excessive in any respect for the customer's needs, the Company shall not assume any responsibility or liability of any kind for such excess or insufficiency.

## RIDER "J"

# BALANCING SERVICE CLAUSE - GENERAL SERVICE (BSC-GS)

(Continued)

- All charges under this Rider "J" of this Tariff, as well as charges under Rate Schedules RSG Firm Transportation Service, GSG Firm Transportation Service, GSG-LV Firm Transportation Services, NGV Firm Transportation Service or EGS Firm Transportation Service as well as the Aggregator/Marketer's Fee will be invoiced to the Aggregator/Marketer, in accordance with the Aggregator's/Marketer's Agreement. Otherwise, charges will be billed to the customer. Payment of all invoices to the Aggregator/Marketer or to the customer must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided, however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the Aggregator/Marketer fail to make payment as specified, the Company may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal.
- (13) When a customer has no Aggregator/Marketer, all charges under Rate Schedule GSG Firm Transportation Service will be invoiced to the individual customers, who shall be solely responsible for these charges, as well as these Rider "J" charges.
- In the event that, during any month the sum of the month-to-date Deficiency Imbalances or Excess Imbalances, for non-Force Majeure reasons, for an Aggregator/Marketer exceeds three (3) times the ADCQ, the Company will immediately notify the Aggregator /Marketer via the telephone, facsimile or similar means. If Deficiency Imbalances or Excess Imbalances reach five (5) times the ADCQ, the following will occur: (1) the Aggregator/Marketer is no longer eligible to function as an Aggregator/Marketer on the Company's system until the conditions set forth in this paragraph (14) are satisfied, but not before the first (1st) day of the following month; and (2) for the balance of the current month and for future months, the affected Aggregator/Marketer's customers will be supplied natural gas by the Company and will be billed on a prorated basis according to the following schedule:

Rate Schedule	Billing Charges
RSG Firm Transportation Service	GSG Monthly BGSS Rate
GSG Firm Transportation Service	GSG Monthly BGSS Rate
GSG-LV Firm Transportation Service	GSG Monthly BGSS Rate
EGS Firm Transportation Service	GSG Monthly BGSS Rate
NVG Firm Transportation Service	GSG Monthly BGSS Rate

Such customers will be charged on a prorated basis upon the appropriate Rate Schedule, including all Special Provisions of the appropriate Rate Schedule for gas delivered, including gas deliveries resulting in imbalances, prior to the implementation of the revised billing rate.

In order to be reinstated as an eligible Aggregator/Marketer, following termination of Aggregator/Marketer status for Deficiency Imbalances or Excess Imbalances as set forth above, the Aggregator/Marketer in addition to meeting all other applicable requirements must post and maintain for one (1) year security in a credit facility satisfactory to the Company in an amount equal to two (2) times that which would otherwise be required by the Company. At the conclusion of that year and assuming no additional occurrence of Deficiency Imbalances or Excess Imbalances as described above, the Aggregator/Marketer will be released from its obligation to provide

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# SOUTH JERSEY GAS COMPANY

**B.P.U.N.J. No. 11 – GAS** Original Sheet No. 97 security in excess of that otherwise required by the Company. If an additional Deficiency Imbalance or Excess

## SOUTH JERSEY GAS COMPANY

## B.P.U.N.J. No. 11 – GAS Original Sheet No. 98

RIDER "J"
BALANCING SERVICE CLAUSE - GENERAL SERVICE (BSC-GS)
(Continued)

———Imbalance as described above occurs during that one-year period, the Aggregator/Marketer will be disqualified

as an Aggregator/Marketer upon the Company's system for an additional one (1) year period. As used in this Paragraph (14), ADCQ shall mean the aggregate of all Daily Contract Quantities, expressed in dekatherms, of all customers served by an Aggregator/Marketer under the applicable Rate Schedule.

(15) Any charges imposed pursuant to the above Paragraphs (1) through (14) of this Rider "J" shall be in addition to other charges imposed pursuant to this Rider "J".

## RIDER "K"

## **CLEAN ENERGY PROGRAM CLAUSE (CLEP)**

## **APPLICABLE TO:**

Rider "E" - Societal Benefits Clause

<u>In Concurrent with the filing of</u> its annual <u>Societal Benefits Clause</u> <u>BGSS</u> Petition, the Company will <u>file a petition</u> includeing data necessary to compute its CLEP factor for the upcoming CLEP Year. The Company's CLEP Plan Year will be the 12 month period ended October 31 of each year.

The CLEP factor set forth in this Rider "K" is calculated annually based upon the projected CLEP costs and an amount that accounts for revenue erosion divided by the projected therm sales. Any difference between the preceding year's costs and recoveries will be added to or deducted from the succeeding year's computation.

The charge brought forward to Rider "E" is as follows:

	RSG, GSG, GSG-LV, CTS Firm, EGS, EGS-LV, FES, LVS and NGV
Average Cost per Therm	\$.0406
Applicable Revenue Tax Factor	1.0022
CLEP per Therm	\$.0407
Applicable NJ Sales Tax Factor	1.07
CLEP per Therm with NJ Sales Tax	\$.0435 =====

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#### RIDER "K"

# **CLEAN ENERGY PROGRAM CLAUSE (CLEP)**

(Continued)

The formula for calculating the CLEP rate is as follows:

$$\frac{CB + RE + [+RB]}{AS}$$

where:

CB = Approved CLEP costs.

RE = Cumulative annual revenue erosion from the date of effectiveness of the plan until the time that new base rates take effect. Annual erosion is determined by multiplying the projected measured annual decrease in firm sales attributable to implementation of the CLEP by the net margin revenue associated with that decrease in each affected service classification.

RB = Prior year recovery balance.

AS = Projected annual sales for all firm customers except YLS/SLS.

## SOUTH JERSEY GAS COMPANY

## **B.P.U.N.J. No. 11 – GAS**

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## RIDER "L"

## **SUT CLAUSE ("SUTC")**

## **APPLICABLE TO:**

This Rider "L" is applicable to all Rate Schedules.

In accordance with P.L. 1997, c. 162 (the "Energy Tax Reform Act"), provision for the New Jersey Sales and Use Tax ("SUT") has been included in all rates within the Rate Schedules of this tariff by multiplying the charges that would have applied before application of SUT by the factor 1.07.

## **ENERGY TAX REFORM ACT EXEMPTIONS:**

- A. The Energy Tax Reform Act exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable under this tariff shall be reduced by the provision for the SUT included therein:
  - 1. Franchised providers of utility services (gas, electricity, water, waste water and telecommunications services provided by local exchange carriers) within the State of New Jersey.
  - 2. Cogenerators in operation, or which have filed an application for an operating permit or a construction permit and a certificate of operation in order to comply with air quality standards under P.L 1954, c. 212 (C.26:2C-1 et seq.) with the New Jersey Department of Environmental Protection, on or before March 10, 1997.
  - 3. Special contract customers for which a customer-specific tax classification was approved by a written Order of the New Jersey Board of Public Utilities prior to January 1, 1998.
  - 4. Agencies or instrumentalities of the federal government.
  - 5. International organizations of which the United States of America is a member.

## BUSINESS RETENTION AND RELOCATION ASSISTANCE ACT EXEMPTIONS:

- B. The Business Retention and Relocation Assistance Act (P.L. 2004, c. 65) and susbsequent amendment (P.L. 2005, c. 374) exempts the following customers from the SUT provision, and when billed to such customers, the charges otherwise applicable shall be reduced by the provision for the SUT included therein:
  - 1. A qualified business that employs at least 250 people within an enterprise zone, at least 50% of whom are directly employed in a manufacturing process, for the exclusive use or consumption of such business within an enterprise zone, and
  - 2. A group of two or more persons: (a) each of which is a qualified business that are all located within a single redevelopment area adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.); (b) that collectively employ at least 250 people within an enterprise zone, at least 50% of whom are directly employed in a manufacturing process; (c) are each engaged in a vertically

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## **B.P.U.N.J. No.** 11 – GAS

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integrated business, evidenced by the manufacture and distribution of a product or family of products that, when taken together, are primarily used, packaged and sold as a single product; and (d) collectively use the energy and utility service for the exclusive use or consumption of each of the persons that comprise a group within an enterprise zone.

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# RIDER "L" SUT CLAUSE ("SUTC") (continued)

3. A business facility located within a county that is designated for the 50% tax exemption under section 1 of P.L. 1993, c.373 (C.54:32B-8.45) provided that the business certifies that it employs at least 50 people at that facility, at least 50% of whom are directly employed in a manufacturing process, and provided that the energy and utility services are consumed exclusively at that facility.

A business that meets the requirements in B.1, B.2 or B.3 above shall not be provided the exemption described in this section until it has complied with such requirements for obtaining the exemption as may be provided pursuant to P.L. 1983, c.303 (C.52:27H-60 et seq.) and P.L.1966, c.30 (C.54:32B-1 et seq.) and the Company has received a sales tax exemption letter issued by the New Jersey Department of Treasury, Division of Taxation.

#### RIDER "M"

## CONSERVATION INCENTIVE PROGRAM ("CIP")

## **APPLICABLE TO:**

Rate Schedule RSG - Residential Service
Rate Schedule GSG - General Service

Rate Schedule GSG-LV - General Service – Large Volume

- (a) This Rider "M" shall be known as the Conservation Incentive Program ("CIP"). It shall be utilized to adjust the Company's revenues in cases wherein Actual Usage per Customer experienced during an Annual Period varies from the Baseline Usage per Customer ("BUC"). This adjustment will be effectuated through a credit or surcharge applied to customers' bills during the Adjustment Period. The credit or surcharge will also be adjusted to reflect prior year under recoveries or over recoveries pursuant to this CIP.
- (b) The BUC in therms for each Customer Class Group by month is as follows:

	Group I: RSG	Group II: RSG	Cross III.	Common IV.
<b>Month</b>	Non-Heating	Heating	Group III: <u>GSG</u>	Group IV: <u>GSG-LV</u>
Oct.	1 <u>3.6</u> 0.6	3 <u>4.1<del>37</del></u>	2 <u>18.6</u> <del>39.1</del>	10,817.74 1,848.3
Nov.	1 <u>3.7</u> . <del>8</del>	<u>76.8</u> <del>79.6</del>	445.8 <mark>302.</mark> 9	17,479.91 9,672.2
Dec.	<u>20.7</u> <del>16.8</del>	12 <u>6.4</u> 9.6	613.3 <del>706.</del>	25,743.1 <del>2</del> 6,311.9
Jan.	<u>23.5</u> 18.4	<u>157.0</u> <del>162.7</del>	<u>645.97.0.1</u>	29,051.93 0,164.5
Feb.	<u>23.3</u> <del>15.7</del>	135.3	6 <u>22.2</u> <del>30.</del>	24,583.0 <del>2</del> 7,515.6
Mar.	<u>27.7</u> <del>19.7</del>	104 <u>.3</u> . <del>8</del>	<u>512.4</u> 481. 2	21,049.1 <sub>2</sub> 3,359.75
Apr.	<u>19.7</u> <del>10.9</del>	<u>51.9</u> <del>50.5</del>	2 <u>61.6</u> 29.4	14,872.74 5,855.1
May	<u>14.0</u> <del>15.1</del>	<u>29.6</u> 30.7	1 <u>60.2</u> 5.8	10,250.2 <del>8,</del> 605.6
Jun.	<u>11.4.<del>32</del></u>	<u>15.6</u> <del>14.7</del>	1 <u>18.4</u> 20.6	7,627.96,7 53.3
Jul.	<u>11.5</u> <del>13.6</del>	<u>14.7<del>17.9</del></u>	1 <u>0</u> 4 <u>.0</u> 2.2	6,817.7 <mark>5,6</mark> 84.7
Aug.	<u>11.2</u> <del>16.6</del>	<u>13.3<del>23.2</del></u>	1 <u>30.5</u> <del>82.0</del>	5,906.08,4 48.2
Sep.	<u>10.0<del>8.7</del></u>	<u>16.8<del>17.9</del></u>	<u>122.4<del>43.2</del></u>	5,283.1 <del>5,9</del> 91.8
Total Annual	<u>200.3</u> <del>2.1</del>	<u>775.</u> 8 <del>03.6</del>	3955.34,0 63.1	179,482.3 190,210.9

The BUC shall be reset each time new base rates are placed into effect as the result of a base rate case proceeding.

(c) At the end of the Annual Period, a calculation shall be made that determines for each Customer Class Group the deficiency ("Deficiency") or excess ("Excess") to be surcharged or credited to customers pursuant to the CIP

## CONSERVATION INCENTIVE PROGRAM

(Continued)

mechanism. The Deficiency or Excess shall be calculated each month by multiplying the result obtained from subtracting the Baseline Usage per Customer from the Actual Usage per Customer by the actual number of customers, and then multiplying the resulting therms by the Margin Revenue Factor.

- (d) Recovery of any Deficiency in accordance with Paragraph (c), above, associated with non-weather related changes in customer usage will be limited to the level of BGSS savings achieved as provided for in the 2006 Order of the Board of Public Utilities in Docket No. GR05121019. The value of the weather-related changes in customer usage shall be calculated in accordance with Rider F to this tariff.
- (e) Except as limited by Paragraph (d), above, the amount to be surcharged or credited to the Customer Class Group shall equal the aggregate Deficiency or Excess for all months during the Annual Period determined in accordance with the provisions herein, divided by the FAU for the Customer Class Group.
- (f) The currently effective CIP Factor by Customer Class Group are as follows:

	Group I: RSG <u>Non-Heating</u>	Group II: RSG <u>Heating</u>	Group III: <u>GSG</u>	Group IV: GSG-LV
CIP Factors Per Therm	(\$0.0303)	\$0.0365	\$0.0364	\$0.0347
Applicable Revenue Tax Factor	1.0022	1.0022	1.0022	1.0022
CIP Factors Per Therm	(\$0.0304)	\$0.0366	\$0.0365	\$0.0348
Applicable NJ Sales Tax Factor	1.07	1.07	1.07	1.07
CIP Factors Per Therm with NJ Sales Tax	<u>(\$0.0325)</u>	<u>\$0.0392</u>	<u>\$0.0391</u>	<u>\$0.0372</u>

- The CIP shall not operate to cause the Company to earn in excess of its allowed rate of return on common equity of 9.75110.300% for any twelve month period ending September 30; any revenue which is not recovered will not be deferred. For purposes of this paragraph (f), the Company's rate of return on common equity shall be calculated by dividing the Company's net income for such annual period by the Company's average 13 month common equity balance for such annual period, all data as reflected in the Company's monthly reports to the Board of Public Utilities. The Company's net income shall be calculated by subtracting from total net income the Company's share of margins from: (1) Interruptible Sales; (2) Interruptible Transportation; (3) On-System Capacity Release; (4) Off-System Sales and Capacity Release; (5) the Storage Incentive Mechanism, (6) the Energy Efficiency Tracker, and (7) the Accelerated Infrastructure Replacement Program Capital Investment Recovery Tracker and (8) the Storm Hardening and Reliability Program.
- (h) As used in this Rider "M", the following terms shall have the meanings ascribed to them herein:

#### CONSERVATION INCENTIVE PROGRAM (CIP)

(Continued)

- (i) Actual Number of Customers the Actual Number of Customers ("ANC") shall be determined on a monthly basis for each of the Customer Class Groups to which the CIP Clause applies. The ANC shall equal the aggregate actual booked number of customers for the month as recorded on the Company's books, plus any Incremental Large Customer Count Adjustment for the Customer Class Group.
- (ii) Actual Usage per Customer the Actual Usage per Customer ("AUC") shall be determined in therms on a monthly basis for each of the Customer Class Groups to which the CIP applies. The AUC shall equal the aggregate actual booked sales for the month as recorded on the Company's books divided by the Actual Number of Customers for the corresponding month.
- (iii) Adjustment Period shall be the calendar year beginning immediately following the conclusion of the Annual Period.
- (iv) **Annual Period** shall be the twelve consecutive months from October 1 of one calendar year through September 30 of the following calendar year.
- (v) **Baseline Usage per Customer** the Baseline Usage per Customer ("BUC") shall be the average normalized consumption per customer by month derived from the Company's most recent base rate case, and stated in therms on a monthly basis for each Customer Class Group to which the CIP applies. The BUC shall be rounded to the nearest one tenth of one therm.
- (vi) **Customer Class Group** For purposes of determining and applying the CIP, customers shall be aggregated into four separate recovery class groups. The Customer Class Groups shall be as follows:

Group I: RSG (non-heating customers only)
Group II: RSG (heating customers only)

Group III: GSG customers
Group IV: GSG-LV customers

- (vii) **Forecast Annual Usage** the Forecast Annual Usage ("FAU") shall be the projected total annual throughput for all customers within the applicable Customer Class Group. The FAU shall be estimated based on normal weather.
- (viii) Incremental Large Customer Count Adjustment the Company shall maintain a list of incremental commercial and industrial customers added to its system on or after October 1, 2005 whose connected load is greater than that typical for the Company's average commercial and industrial customer in the GSG or GSG-LV rate schedules. For purposes of the CIP, large incremental customers shall be those GSG customers whose connected load exceeds 1,200 cubic feet per hour ("CFH") and those GSG-LV customers whose connected load exceeds 50,000 CFH. A new customer at an existing location previously connected to the Company's facilities shall not be considered an incremental customer. The Actual Number of Customers for the Customer Class Group shall be adjusted to reflect the impact of all such incremental commercial or industrial customers. Specifically, the Incremental Large Customer Count Adjustment for the GSG customer class for the applicable month shall equal the aggregate connected load for all new active customers that exceed the 1,200 CFH threshold divided by 600 CFH,

## CONSERVATION INCENTIVE PROGRAM (CIP)

(Continued)

rounded to the nearest whole number. Similarly, the Incremental Large Customer Count Adjustment for the GSG-LV customer class for the applicable month shall equal the aggregate connected load for all new active customers that exceed the 50,000 CFH threshold divided by 25,000 CFH, rounded to the nearest whole number.

(ix) Margin Revenue Factor – the Margin Revenue Factor ("MRF") shall be the base rate, as reflected in Appendix A to this Tariff, applicable to the Customer Class Groups to which the CIP applies, net of any applicable Riders, including taxes. The MRFs by Customer Class Group are as follows:

 Group I (RSG non-heating):
 \$0.4986374322 per therm

 Group II (RSG heating):
 \$0.4986374322 per therm

 Group III (GSG):
 \$0.3989033483 per therm

 Group IV (GSG-LV):
 \$0.2167511990 per therm

(i) The annual filing for the adjustment to the CIP rate shall be concurrent with the annual filing for BGSS. The CIP factor shall be credited/collected on a per therm basis within the Delivery Charge for all service classifications stated above. The level of BGSS savings referenced in Special Provision (d) to this Rider "M" shall be identified in the annual CIP filing, and serve as an offset to the non-weather related portion of the CIP charge provided in Special Provision (g) to this Rider "M". The Periodic and Monthly BGSS rates identified in Rider "A" to this tariff shall include the BGSS savings, as applicable.

## RIDER "N"

## **ENERGY EFFICIENCY TRACKER ("EET")**

**APPLICABLE TO:** 

Rate Schedule RSG - Residential
Rate Schedule GSG - General Service

Rate Schedule GSG-LV - General Service- Large Volume
Rate Schedule CTS - Comprehensive Transportation Service

Rate Schedule LVS - Large Volume Service
Rate Schedule FES - Firm Electric Service
Rate Schedule EGS - Electric Generation Service

Rate Schedule EGS-LV - Electric Generation Service- Large Volume

Rate Schedule IGS - Interruptible Gas Service

Rate Schedule ITS - Interruptible Transportation Service

Rate Schedule NGV - Natural Gas Vehicle

This Rider "N" shall be known as the Energy Efficiency Tracker ("EET"). For financial accounting purposes the Company shall record a return on and a return of investments in energy efficiency programs (as approved by the Board at Docket No. GO09010059, in an Order dated July 24, 2009, and as approved by the Board at Docket No. GO12050363, in an Order dated June 21, 2003). and recover all incremental operating and maintenance expenses of the programs, subject to the EET. The calculation will use the weighted average cost of capital as identified in the respective Orders referenced above.

The EET rate will be calculated annually using projected data and subject to a true-up at the end of the EET year (September 30<sup>th</sup>) with simple interest on net over/under recoveries. Interest associated with over recoveries will be credited against the EET, while interest associated with under recoveries will be charged to the EET. The interest on monthly EET under and over recoveries shall be the interest rate based on the Company's weighted interest rate for the corresponding month obtained on its commercial paper and bank credit lines but shall not exceed the Company's weighted average cost of capital utilized to set rates in its most recent base rate case.

This EET will be effectuated through a volumetric rate applied to customers' bills. The Company shall make an annual EET rate filing in June of each year with a proposed implementation of the revised EET rate in October. Included in the filing will be a list of efficiency programs offered and eligible for recovery under the EET.

The Company shall have the discretion to implement a bill credit or a refund at any time during the EET Year with five (5) days notice to the BPU Staff and the Division of Rate Counsel. The Company shall have the discretion to file a self-implementing EET rate reduction at any time with two (2) weeks notice to the BPU Staff and the Division of Rate Counsel.

Rate Schedules subject to this Rider will be charged the following volumetric rate:

EET I Factor per therm	\$0.0090
EET Extension Factor per therm	\$0.0033
	\$0.0123
Applicable Revenue Tax Factor	1.0022
EET Factor per therm	\$0.0123
Applicable NJ Sales Tax Factor	1.07
EET Rate per therm with NJ Sales Tax	<u>\$0.0132</u>

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## RIDER "O"

## TRANSITIONAL ENERGY FACILITY ASSESSMENT (TEFA)

## **APPLICABLE TO:**

Rate Schedule RSG -	Residential Service
Rate Schedule GSG	General Service
Rate Schedule GSG LV	General Service Large Volume
Rate Schedule CTS	Comprehensive Transportation Service
Rate Schedule LVS	Large Volume Service
Rate Schedule YLS	Yard Lighting Service
Rate Schedule SLS	Street Lighting Service
Rate Schedule ITS	Interruptible Transportation Service
Rate Schedule IGS	Interruptible Gas Service
	±

## **TEFA Background:**

On July 14, 1997, P.L. 1997, c.162, the Energy Tax Reform Act was signed into law. This law replaced the Gross Receipts and Franchise Tax (GR&FT) with Sales and Use Tax, Corporate Business Tax, and TEFA. The Energy Tax Reform Act provided that TEFA would be phased out and fully eliminated by January 1, 2003; however, the phase out period was later extended by law. Most recently P.L. 2008, c. 32 was signed into law on June 30, 2008 extending TEFA to December 31, 2013. This legislation froze TEFA unit rate surcharges at calendar year 2008 rates through 2011 and established that the 2011 TEFA rates would be reduced on January 1, 2012 by 25%, reduced on January 1, 2013 by 50%, and eliminated after December 31, 2013. Governor Christie's budget for 2012 will allow the TEFA surcharges to be phased out as currently scheduled.

The TEFA has been included in the per Mcf or per therm charges of the Rate Schedules designated above. The Energy Tax Reform Act exempts the following customers from the TEFA, and when billed to such customers, the charges otherwise applicable under this tariff shall be reduced by the amount of the TEFA included therein:

- 1. Franchised providers of utility services (gas, electricity, water, waste water and telecommunications services provided by local exchange carriers) within the State of New Jersey.
- 2. Cogenerators in operation, or which have filed an application for an operating permit or a construction permit and a certificate of operation in order to comply with air quality standards under P.L. 1954, c. 212 (C.26:2C let seq.) with the New Jersey Department of Environmental Protection, on or before March 10, 1997.

#### Schedule of Rate Changes:

		Rate	Rate	Rate
	Current	Effective	Effective	Effective
	Rate	1/1/2012	1/1/2013	1/1/2014
RSG	\$0.0203	\$0.0152	\$0.0102	\$0.0000
GSG, GSGLV	\$0.0219	<del>\$0.0164</del>	\$0.0110	\$0.0000
YLS and SLS	\$0.0219	\$0.0164	\$0.0110	\$0.0000
CTS, LVS, ITS, IGS	\$0.0063	\$0.0047	\$0.0032	<del>\$0.0000</del>

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# SOUTH JERSEY GAS COMPANY

# **B.P.U.N.J. No. 11 - GAS**

Original Sheet No. 108

6.9 Adjustment and Maintenance of Measuring Equipment

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## 1. **GENERAL**

- 1.1 **FILING AND POSTING OF TARIFF:** A copy of this Tariff is filed with the Board and copies are posted and open to inspection at the offices of the Company. A copy of this Tariff is also available on the Company's website at <a href="https://www.southjerseygas.com">www.southjerseygas.com</a>.
- 1.2 **APPLICATION OF TARIFF:** These General Terms and Conditions govern all rate schedules to the extent applicable and are made part of all Standard Gas Service Agreements for the supply of gas service unless specifically modified by the terms of a particular rate schedule or by special terms written in and made a part of a Standard Gas Service Agreement. Failure by the Company to enforce any provisions, terms or conditions set forth in this Tariff shall not be deemed a waiver thereof. If any terms and conditions contained in this Tariff are in conflict with the New Jersey Administrative Code, the New Jersey Administrative Code shall prevail. The Tariff will not be construed to be in conflict with the New Jersey Administrative Code if the Tariff provides for a more liberal treatment of customers than that provided for in the New Jersey Administrative Code.
- 1.3 STATEMENTS BY AGENTS: No representative of the Company has the authority to modify any provisions contained in this Tariff or to bind the Company by any promise or representation contrary hereto.
  - No modification of the terms and provisions of any Standard Gas Service Agreement shall be effective except by execution of a new Standard Service Agreement.
- 1.4 **REVISION OF TARIFF:** The Tariff is subject to the lawful orders of the Board. The Company reserves the right at any time and in any manner permitted by law, and the applicable rules and regulations of the Board, to terminate, or to change or modify by revision, amendment, supplement, or otherwise, this Tariff or any part thereof, or any revision or amendment thereof or supplement thereto. All Standard Gas Service Agreements are accepted subject to the above reservations.

## 2. **OBTAINING SERVICE**

- 2.1 **APPLICATION FOR SERVICE:** Application for gas service may be made at any office of the Company in person, by telephone, or by mail. Applicant shall indicate conditions under which service will be required and Applicant may be required to sign a Standard Gas Service Agreement covering conditions under which service will be supplied.
- 2.2 **EXTENSION OF GAS SERVICE:** On occasions when an Applicant applies to the Company, the Company shall advise the Applicant of the Planning Area in which the Applicant's Facility or residence is located. Such Planning Areas are as designated by the New Jersey State Planning Commission in accordance with N.J.A.C. 5:85–1.1, et. seq.
  - 2.2.1 **CHARGES**: In addition to the charges set forth in Rate Schedules and Riders included elsewhere in this Tariff, the Company may require additional monthly charges, up-front contributions, or deposits, pursuant to N.J.A.C. 14:3-8.1, *et seq.* These charges shall be increased for any tax consequences to the Company.

(Continued)

2.2.2 **REFUNDS:** Deposits that are received from customers pursuant to Sections 4 – Extensions of Mains and Services and 5 – Service Connections of the General Terms and Conditions of this Tariff, shall be refunded without interest in accordance with the applicable formula contained in N.J.A.C. 14:3-8.10 (b) and N.J.A.C. 14:3-8.11 (b). In no event shall the Company refund more than the total deposit amount received from the Customer. Any deposit amount not refunded within ten (10) years from the date service was initiated, shall remain with the Company and shall constitute a contribution in aid of construction ("CIAC").

Deposits that are received from customers pursuant to Section 2 – Obtaining Service of the General Terms and Conditions of this Tariff, shall be refunded in accordance with N.J.A.C. 14:3-3.5.

- 2.3 **SELECTION OF RATE SCHEDULE:** Company will, upon request, assist the Applicant in selection of the applicable rate. The Company shall determine which rate schedule or rate schedules are available to an Applicant. The Company shall make such determination based upon information supplied by the Applicant or by inspection, at the Company's election. Where more than one rate schedule is available to a particular Applicant, the Company shall have at all times the duty to assist such Applicant in a selection of the rate schedule most favorable for his individual requirements and to make every reasonable effort to insure that such Applicant is served under the most advantageous schedule.
  - 2.3.1 **CHANGE OF RATE SCHEDULE:** Subsequent to initial selection of a rate schedule, customer shall notify Company in writing of any change in the character or use of service which might affect the selection of a rate schedule or provision within a rate schedule. If the change in character or use warrants a change in schedule or provision, said change may commence with the next month's bill.
- 2.4 **DEPOSIT AND GUARANTEE:** A reasonable deposit or other guarantee satisfactory to the Company may be required from any new or existing customer who has not established credit with the Company or where the credit of such customer has become impaired. For the purposes of requesting a deposit or other guarantee: (1) the credit of a customer is considered impaired if any bills rendered were not paid before the preparation of the customer's immediately succeeding month's bill; and (2) the credit of a customer is considered established if all bills rendered for the last twelve monthly billing periods were paid before the preparation of the customer's immediately succeeding months' bills or as to a New Customer, who provides the Company with a letter of reference from another utility or source acceptable to the Company.

The initial deposit required will be of an amount equal to two times the average monthly charge for the service for a 12-month service period; and one month's average bill. Such deposit is required as security for the payment of future and final bills and may be required to be paid before the Company will commence or continue to render service. All deposits shall bear such interest as is allowed by the Board, payable at the time that the deposit is refunded or applied to the customer's account

If a customer's service has been terminated for non-payment of bills, the Company may not condition—restoration of service on payment of a deposit. Instead, the Company shall bill the customer for the deposit, and shall allow the customer at least 15 days after the billing for payment of the deposit, or shall make other reasonable payment arrangements with the customer.

(Continued)

Retention by the Company, prior to final settlement of said deposit, is not a payment or part payment of any bill for service. The Company shall review an RSG customer's account at least once every year and a non-residential customer's account at least once every two years and if such review indicates that the customer has established credit satisfactory to the Company, then the outstanding deposit shall be refunded to the customer. The Company shall afford the customer the option of having the deposit refund applied to the customer's account in the form of a credit or of having the deposit refunded by separate check in a period not to exceed one billing cycle. Notwithstanding a residential customer's credit status, the Company shall credit all accrued interest at least once during each 12 month period, pursuant to N.J.A.C. 14:3-3.5.

The Company also reserves the right to apply a deposit against unpaid bills for service. If such action is taken, the customer will be required to restore the deposit to its original amount. On discontinuance of service, the Company reserves the right to apply said deposit against unpaid bills for service and only the remaining balance of the deposit will be refunded. The Company shall have a reasonable time in which to read the meter and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

Deposits may be waived where the circumstances warrant such waiver.

- 2.5 **LIQUIDATION OF PRIOR DEBTS:** Service will not be supplied by the Company to former customers until such time as any and all indebtedness to the Company for previous service has been paid or otherwise discharged, or until such time as a reasonable deferred payment arrangement acceptable to the Company is established to liquidate such debt.
- 2.6 **MAIN EXTENSIONS AND SERVICE CONNECTIONS:** An Applicant may be required to make a payment (deposit or contribution in aid of construction) toward the cost of extending gas service to its facility as set forth in Sections 4 and 5 of these General Terms and Conditions.
- 2.7 **PERMITS AND CERTIFICATES:** The Company, where necessary, will make application for any permits necessary to extend its main and install service connections and shall not be required to furnish service until after such permits are granted. The Applicant may be required to pay the charge, if any, for said permits. The Company may require the Applicant to obtain on the Company's behalf, all necessary instruments providing for easements or rights of way and may require the Applicant to properly record or register such documents with the appropriate authorities. Also, the Company may require the Applicant to obtain permits, consents, and certificates necessary for the introduction of service.

When the Applicant is not the owner of the premises or of intervening property between the premises and the Company's mains, the Applicant may be required to obtain from the proper owner, or owners, the necessary consent to the installation and maintenance in such premises and in or about such intervening property of all necessary equipment for supplying gas.

(Continued)

2.8 **INTERRUPTIBLE SALES AND TRANSPORTATION SERVICE**: The Company may require a customer who has transferred from a Firm Sales Service or Firm Transportation Service rate schedule to an Interruptible Transportation Service or Interruptible Sales Service Rate Schedule to make a deposit up to the cost of the facilities which the Company installed to provide service under the Firm Rate Schedule. The Company will refund one-half of all revenues received from the customer under the Interruptible Sales Service or Interruptible Transportation Service, less applicable taxes and Applicable Riders, for a period up to eight years. In no event shall more than the original deposit be returned to the customer nor shall any part of the deposit remaining after eight years from the date of the original deposit be returned. The making of a payment shall not give the customer any interest in the facilities, the ownership being vested exclusively in the Company.

## 3. CHARACTERISTICS OF SERVICE

- 3.1 **CONTINUITY OF SERVICE:** The Company will use reasonable diligence to provide a regular and uninterrupted supply of service, but should the supply be suspended, curtailed or discontinued by the Company for any of the reasons set forth in Section 9 of these General Terms and Conditions, or should the supply of service be interrupted, curtailed, deficient, defective or fail by reason of force majeure or otherwise, the Company shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, defect, interruption, curtailment, deficiency or failure.
- 3.2 **EMERGENCIES:** The Company may curtail or interrupt service to any customer or customers, irrespective of rate schedule under which said service is received, in the event of an emergency threatening the integrity of its system if, in its sole judgment, such action will prevent or ameliorate the emergency condition.
- 3.3 **LIMITATIONS:** The Company reserves the right to place limitations on the amount and character of gas service it will supply; to refuse service to New Customers or to existing customers for additional load if unable to obtain sufficient supply for such service; to reject applications for service or additional service where such service is not available or where such service might affect the supply of gas to other customers or for other good and sufficient reasons.

The Company reserves the right to curtail or discontinue the supply of gas service to the customer in the event of force majeure.

3.4 **NO STANDBY:** Service shall not be provided for standby uses under any rate schedule.

# 4. EXTENSIONS OF MAINS AND SERVICES.

- 4.1 **INCORPORATION OF N.J.A.C. 14:3-8.1**, *et seq.*: Except where otherwise noted in this Tariff, the provisions and definitions within N.J.A.C. 14:3-8.1 through 14:18-6.2 shall be applicable.
- 4.2 **GENERAL:** The construction of main extensions will be subject to the regulations at N.J.A.C. 14:3-8.1, *et seq.* The Company may construct and will own, and maintain distribution mains located on streets, highways, and right of way, used or usable as a part of its distribution system. The making of a deposit or contribution by the customer, shall not give the customer any interest in the facilities, the ownership being vested exclusively in the Company.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued) 4.2.1. **EXTENSION COST:** Where an Extension provides service to both a Designated Growth

Area and non Designated Growth Area, the Extension Cost shall be apportioned between the areas based on the projected annual loads to be served in each area, as determined by the Company.

## 4.3 EXTENSIONS REQUESTED BY INDIVIDUAL CUSTOMERS

## 4.3.1. SERVING DESIGNATED GROWTH AREAS

4.3.1.a. **RESIDENTIAL:** The Company will extend its gas mains and services to serve an individual residential customer at no charge where the Extension Cost does not exceed ten (10) times the annual Distribution Revenue at the BUC for the customer's respective Conservation Incentive Program (CIP) Customer Class Group as set forth in Rider "M" to this tariff. The Company may require a deposit equal to the Extension Costs in excess of ten (10) times the annual Distribution Revenue at the BUC for the customer's respective Customer Class Group and shall include any tax consequences to the Company.

4.3.21.b.NON-RESIDENTIAL: The Company will extend its gas mains and services to an individual firm commercial or industrial customer and may require a deposit equal to the Extension Costs, increased by any tax consequences to the Company. In lieu of a deposit for Extension Costs, the Company and the Customer may agree upon a satisfactory revenue guarantee.

## 4.3.2. SERVING OUTSIDE DESIGNATED GROWTH AREAS

4.3.2.a. APPLICANT CONTRIBUTION: The Company will install its gas mains and services to an individual residential, firm commercial or industrial customers without alternate fuel capability at no charge to the customer where the Extension Cost does not exceed the annual Distribution Revenue at the BUC for the customer's respective Customer Class Group: one and a half (1½) times the estimated Distribution Revenue for the period from January 1, 2006 to December 31, 2006

The Applicant shall pay the Extension Cost in excess of the aforementioned Distribution Revenue at the BUC for the customer's respective Customer Class Group levels, increased by the tax consequences to the Company. This payment shall be treated as a contribution in aid of construction.

Effective January 1, 2007, the Applicant shall make a contribution in aid of construction to the Company in an amount equal to the Extension Cost increased by the tax consequences to the Company.

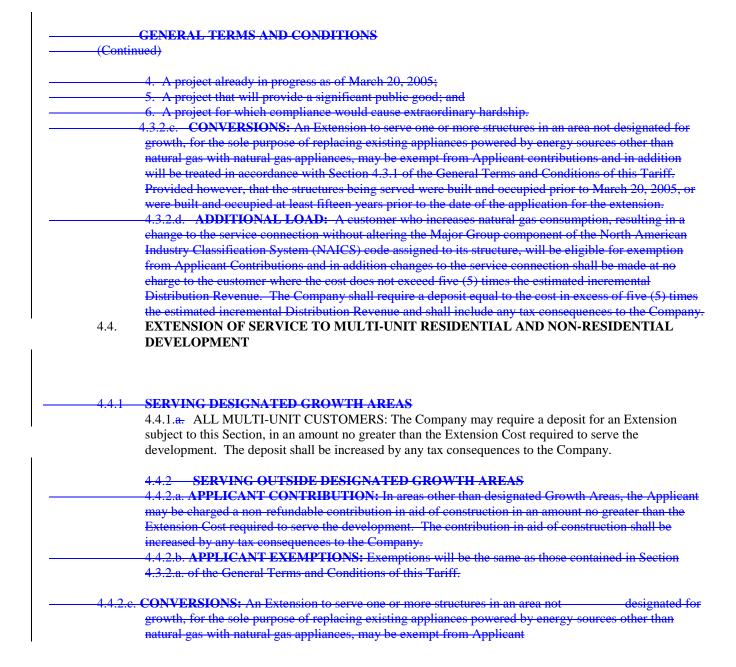
4.3.2.b. EXEMPTIONS FROM APPLICANT CONTRIBUTION: The following shall be exempt

4.3.2.b. **EXEMPTIONS FROM APPLICANT CONTRIBUTION:** The following shall be exempt from the requirements for Extension Cost to serve development in a non Designated Growth Area in accordance with N.J.A.C. 14:3-8.8:

1. Maintenance or repair of existing plant and/or facilities;

2. An extension serving certain agricultural buildings;

3. A prior agreement or Board order requiring a regulatory entity to provide certain extensions without charge;



(Continued)

contributions and in addition will be treated in accordance with Section 4.3.1 of the General Terms and Conditions of this Tariff. Provided however, that the structures being served were built and occupied prior to March 20, 2005, or were built and occupied at least fifteen years prior to the date of the application for the extension.

4.4.2.d. ADDITIONAL LOAD: A customer that increases natural gas consumption, resulting in a change to the service connection without altering the Major Group component of the North American Industry Classification System (NAICS) code assigned to its structure, will be eligible for exemption from Applicant Contributions and in addition changes to the service connection may be made at no charge to the customer where the cost does not exceed five (5) times the estimated incremental Distribution Revenue. The Company shall require a deposit equal to the cost in excess of five (5) times the estimated incremental Distribution Revenue and shall include any tax consequences to the Company.

## 4.5 EXTENSIONS—SMART GROWTH INFRASTRUCTURE INVESTMENT PROGRAM (SGIP)

A Smart Growth Infrastructure Investment Program (SGIIP) area is any area in a municipality that is located in planning area 1, and for which the municipality has obtained appropriate formal endorsement from the State Planning Commission. In a SGIIP area, the charges to an Applicant for a Line Extension are the same as in a Designated Growth Area, with the following exceptions:

The Extension Cost may include the cost of necessary relocations, upgrades, and expansions of infrastructure, which are necessary to serve the Applicant; and

A factor of twenty (20) times the baseline Distribution Revenue for the customer's respective CIP Customer Class Group shall be used in lieu of a factor of ten (10) times the baseline Distribution Revenue for the customer's respective CIP Customer Class Group in the calculation of the initial deposit and any refunds of such deposit as detailed in N.J.A.C. 14:3 8.12.

## 5. SERVICE CONNECTIONS

5.1 **GENERAL:** If the Company accepts an application for an Extension in a Designated Growth Area, the Company may furnish and place, at no cost to the Applicant, up to 200 feet of Normal Residential Service Connection, measured at right angles from the nearest curb line to the Applicant's building, at the point of service entrance designated by the Company. Meters and regulators will be furnished and installed by the Company. However, The costs of meters and regulators (including the installation) in Designated Growth Areas may be waived by the Company, while such costs in non Designated Growth Areas shall be borne by the Customer.

The Applicant shall consult the Company as to the exact point at which the service pipe will enter the building before installing interior gas piping or starting any other work dependent upon the location of the service pipe. The Company will determine the location of the service pipe depending upon physical constraints in the street and other practical considerations.

Gas service will be supplied to a Applicant 's premises through a single service pipe except where, in the judgment of the Company, its economic considerations; conditions on its distribution system; improvement of service conditions; or volume of the customer's requirements, make it desirable to the Company to install more than one service pipe.

5.2 **CHANGE IN EXISTING INSTALLATIONS:** Change in the location of existing service pipe and/or metering facilities requested by the customer or Applicant must be approved by the Company and shall be made at the expense of the customer or Applicant.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

### 6. METERING AND MEASURING EQUIPMENT

6.1 **GENERAL:** Company may, at its discretion, install and maintain a single meter or measuring device for service upon each rate schedule under which the customer receives service. Whenever possible, the meter shall be located outside. If the meter cannot be located outside, the meter maybe be set so it can be read from outside the building, by a remote meter reading device.

When requested by a customer, remote meter reading equipment which transmits the reading on a meter to a repeating register located on the outside of a building, shall be installed, if feasible. However, the Company must be permitted access to the interior meter at all reasonable times. The cost of installation may be borne by the customer. The payment shall not give the customer any interest in the installed equipment, the ownership being vested exclusively in the Company.

If permitted under the applicable rate schedule, tThe Company may install an electronic data collection system for use in conjunction with the metering — of service, and may assess the customer for the cost of said data collection system and the installation — thereof. If the Company so elects, the customer shall arrange for or provide, at no cost to the Company, — adequate electrical service for the data collection system, a location for the data collection system — acceptable to the Company, and a dedicated means of telemetry (telephone, cellular, etc.) telephone line and telephone service for use in connection — with the data collection system. The customer shall be responsible for monthly telemetric data charges (telephone, cellular, etc.) for use in connection with the data collection system when electronic data collection is required by the Company.

The Company's equipment shall be replaced whenever deemed necessary and may be removed by the Company at any reasonable time after the discontinuance of service.

The Company will select the type and make of metering equipment and may, from time to time, change or alter such equipment; its sole obligation is to supply meters that will accurately and adequately furnish records for billing purposes.

6.2 **CUSTOMER'S RESPONSIBILITY:** Customer shall furnish and maintain a suitable space for the meter and associated equipment. Such space shall be as near as practicable to the point of service entrance and which shall be adequately ventilated, dry and free of corrosive vapors, not subject to extreme temperatures and shall be readily accessible to employees of the Company. Customer shall not tamper with or remove meters or other equipment, nor permit access thereto except by the Company's authorized employees. In case of loss or damage to the Company's property from the act or negligence of the customer or his agents or servants, or of failure to return equipment supplied by the Company, customer shall pay to the Company the amount of such loss or damage to the property.

A charge may be made for excessive maintenance caused by vandalism and/or repeated damages.

6.3 **ACCESS TO CUSTOMER'S PREMISES:** The Company, or duly authorized government employees, shall have the right of reasonable access to customer's premises, and to all property furnished by the Company, at all reasonable times for the purpose of inspection of customer's premises incident to thee

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# SOUTH JERSEY GAS COMPANY

# B.P.U.N.J. No. 11 - GAS Original Sheet No. 115

#### **GENERAL TERMS AND CONDITONS**

(Continued)

\_\_\_\_\_\_rendering of service, reading meters or inspecting, testing, or repairing its facilities used in connection with supplying the service, or for the removal of its property.

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(Continued)

- 6.4 **AUTHORIZATION TO TURN ON GAS:** Only duly authorized employees or agents of the Company shall be permitted to turn on gas into any new system, or into any old system, of piping from which the use of gas service has been discontinued. This pertains to both Company facilities, such as mains and services, and customer house lines.
- 6.5 **SUBMETERING:** Submetering is the practice in which a customer buys gas pursuant to the Company's rate schedules and resells it through some metering device at a profit. Submetering is specifically prohibited.

#### 6.6 CHECK METERING

6.6.1 **GENERAL:** Check metering is the practice in which a customer, through the use of a gas check meter, monitors or evaluates his own consumption or the consumption of a tenant for accounting or conservation purposes.

Check meters are equipment for the measurement of volumes of gas consumption. Check meter may be utilized by a customer to resell gas. If the customer charges the tenant for the usage incurred by the tenant, reasonable administrative expenses may be included, which charges shall not exceed the amount the Company would have charged such tenant if the tenant had been served and billed by the Company directly.

Check metering, as defined above, is permitted in new or existing buildings or premises where the basic characteristic of use is industrial or commercial. Check metering is not permitted in new or existing buildings or premises where the basic characteristic of use is residential except for condominiums or cooperative housing, or where such buildings or premises are publicly financed or government owned or are eleemosynary in nature.

If a customer is permitted to utilize check metering, then all gas consuming devices within any dwelling unit at customer's location must be metered through a single check meter.

- 6.6.2 **INSTALLATION OF CHECK METERING EQUIPMENT:** The customer acting jointly with the Company may install, maintain and operate, at customer's expense, such check metering equipment as desired, provided that such equipment shall be so installed as not to interfere with the operations of Company's measuring equipment at or near the point of delivery.
- 6.6.3 **CUSTOMER'S RESPONSIBILITY:** Prior to installing any check metering equipment a customer is required to contact the Company, so that the Company may determine whether a proposed check metering installation may result in a pressure drop to the customer's premises. If the Company believes it necessary for such a determination, the Company may require the customer to submit detailed plans and specifications related to the proposed installation. If the Company believes that a significant pressure drop may occur, the Company will reject the proposed installation.

(Continued)

6.6.4 **HOLD HARMLESS:** The ownership of all check metering devices is that of the customer, and customer shall be responsible for all incidents in connection with said ownership, including accuracy of the equipment, meter reading and billing, liability arising from the presence, installation and operation of the equipment and the maintenance and repair of the equipment. Any additional costs which may result from and are attributable to the presence, installation and operation of check metering shall be borne by the customer.

This hold harmless provision shall include, but not be limited to, claims for damages caused by an unsafe presence, installation or operation of said device by the customer, claims of improper invoicing by the customer, attorney's fees and related costs.

- 6.7 **RESERVED FOR FUTURE USE.**
- 6.8 **INSTALLATION OF MEASURING EQUIPMENT:** All installations of measuring equipment applying to or affecting deliveries hereunder shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care should be exercised by customer in the installation, maintenance, and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered hereunder.
- 6.9 **ADJUSTMENT AND MAINTENANCE OF MEASURING EQUIPMENT:** Each party shall have the right to be present at the time of installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with measuring equipment involved in billing and used in measuring or checking the measurement of deliveries hereunder. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom for inspection and verification, subject to return within ten (10) days after the receipt thereof.
- 6.10 **TEST OF METERING AND MEASURING EQUIPMENT:** The accuracy of Company's meters and measuring equipment shall be verified by Company at reasonable intervals, and, if requested, in the presence of representatives of customer. In the event that the customer requests a special test of any equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of such special tests shall be borne by customer if the request for such tests is made more frequently than once every 12 months.
- 6.11 **TEST AND ADJUSTMENT OF METERING AND MEASURING EQUIPMENT:** If, upon testing, any metering or measuring equipment, including recording calorimeter, is found to be in error of not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder, but such equipment shall be adjusted to record correctly. If, upon test, any metering or measuring equipment shall be found to be inaccurate by an amount of two percent (2%) or more fast or slow, the equipment shall be adjusted to record correctly, and the volume of gas delivered hereunder may be corrected to zero error.
  - 6.11.1 **BILLING ADJUSTMENT:** If, upon test, any metering or measuring equipment is found to be two percent (2%) or more fast, a billing adjustment will be made to the customer's account in the following manner: (1) If the date when the

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(Continued)

meter had first become inaccurate can be definitely ascertained, then the adjustment shall be such percentage as the meter is found to be in error at the time of test adjustment to 100 percent on the amount of the bills covering the entire period that the meter registered inaccurately. (2) In all other cases the adjustment shall be such percentage as the meter is found to be in error at the time of test on one-half of the total amount of the billing affected by the fast meter adjusted to 100 percent since the previous test, but not to exceed a period of 6 years for meters subject to testing by an approved scientific sampling technique. (3) No adjustment shall be made for a meter that is found to be registering less than 100 percent except in the case of meter tampering, nonregistering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect customer usage.

6.12 **TAMPERING:** In the event it is established that the Company's services, meters, regulators, or other equipment on the customer's premises have been tampered with, the responsible party shall be required to bear all of the costs incurred by the Company including, but not limited to, the following: (a) investigations, (b) inspections, (c) cost of criminal prosecution or civil litigation, (d) legal fees, and (e) installation of any protective equipment deemed necessary by the Company. The responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit of tampering caused by another.

Furthermore, when tampering with the Company's or customer's facilities results in incorrect measurement or the omission of measurement of the service supplied, the customer shall pay for such service, as the Company may estimate from available information, to have been used.

6.12.1 **DIVERSION OF SERVICE:** When tampering is identified as affecting a tenant-customer's consumption, as a result of service being used by a beneficiary other than the tenant-customer of record without his or her knowledge or cooperation, then the Board's regulation pursuant to N.J.A.C. 14:3-7.8 shall apply. A tenant-customer is considered to be the residential customer of record, who rents a dwelling unit in a multi-family building or owns a condominium. The beneficiary is considered to be the person, corporation or other entity financially benefiting from tampering resulting in a diversion of service.

### SOUTH JERSEY GAS COMPANY

**B.P.U.N.J. No.** 11 – GAS

**Original Sheet No. 118** 

# GENERAL TERMS AND CONDITIONS (Continued)

- 6.13 **SEALS AND LOCKS:** The Company shall seal and may lock all meters or enclosures containing meters and associated metering equipment. No person except a duly authorized employee of the Company shall break or remove a Company seal or lock.
- 6.14 **PRIORITY OF BILLING:** As between gas purchased or delivered on any firm rate schedule and gas purchased or transported on any interruptible rate schedule, the firm gas will be first through the meter. As between any gas transported on Rate Schedule ITS or delivered under Rider "D" of this Tariff, on the one hand, and, gas purchased under any rate schedule, on the other, the transported or delivered gas will be first through the meter.

# GENERAL TERMS AND CONDITIONS (Continued)

#### 7. CUSTOMER'S INSTALLATION

7.1 **GENERAL:** The customer is responsible for protecting and maintaining the Company's facilities on the customer's premises.

No material change in the size, total capacity, or method of operation of customer's equipment shall be made without previous written notice to the Company.

The Company gives no warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structure, equipment, wires, pipes, appliances or devices used by the customer.

- 7.2 **PIPING AND EQUIPMENT:** All gas equipment shall have the approval of the duly constituted authorities having jurisdiction. All gas piping and equipment shall be installed and maintained by the customer in conformance with the Company's rules and regulations available in booklet form on request, and in conformance with all lawful requirements of municipal or other properly constituted public authorities.
- 7.3 **ADEQUACY AND SAFETY OF CUSTOMER'S INSTALLATION:** The Company shall not be required to supply gas service until the customer's installation shall have been approved by the authorities having jurisdiction. The Company further reserves the right to withhold its service, or to discontinue its service, whenever such installation or part thereof is deemed by the Company to be unsafe, inadequate, or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others. In all cases, no final connection between the Company's equipment and the Customer's installation shall be made without final inspection from the Department of Community Affairs or its designee.

Customer's appliances, piping and installation shall be made and maintained in accordance with the specifications set forth in the Fuel Gas Subcode of the Uniform Construction Code and such other regulations as may be determined from time to time by any governmental agency having jurisdiction over customer's installation.

(Continued)

- 7.4 **BACK PRESSURE AND SUCTION:** When the nature of the customer's gas equipment is such that it may cause back pressure or suction in the piping system, meters, or other associated equipment of the Company, suitable protective devices, subject to approval by the Company, shall be furnished, installed, and maintained by the customer.
- 7.5 **MAINTENANCE OF CUSTOMER'S INSTALLATION:** Customer's entire installation shall be maintained by the customer in the condition required by the municipal or other public authorities having jurisdiction and by the Company.
- 7.6 **COMPANY INSPECTION:** The Company reserves the right to inspect the customer's premises from time to time to ensure compliance with the General Terms and Conditions and the applicable rate schedule of this Tariff.
- 7.7 **LEAKAGE:** Customer shall immediately give notice to the Company at its office of any escape of gas in or about the customer's premises.

(Continued)

7.8 **CUSTOMER RELEASE OR INDEMNITY:** Customer releases and shall indemnify and save harmless the Company from all loss, cost, expense, or liability for personal injuries or loss of life, or for damages, direct or consequential, which may arise out of, or result from, the use of gas service on customer's premises, or from the presence upon such premises, of any of the equipment of the Company, except for general or direct damages that follow from the Company's negligence, recklessness, or willful misconduct.

#### 8. METER READING AND BILLING

- 8.1 **EVIDENCE OF CONSUMPTION:** The quantity of gas measured by the Company's meter shall be final and conclusive for billing purposes, unless adjustment thereof is appropriate pursuant to these General Terms and Conditions and N.J.A.C 14:3-4.5.
- 8.2 **DETERMINATION OF GAS VOLUMES DELIVERED:** The volume of gas delivered in the billing period is the consumption recorded on standard metering devices.

Where applicable, these volumes will be converted for any or all of the following conditions:

(1) The temperature of the gas passing the meters described herein shall be determined by means of a continuously indicating meter of standard manufacture so installed that it may properly indicate the temperature of gas flowing through the meter or meters. The arithmetic average of the twenty-four (24) hour record, or of so much of the twenty-four (24) hours as gas has been passing if gas had not been passing during the entire period, from the indicating thermometer, shall be deemed to be the gas temperature for the day and shall be used in computing gas volume.

# GENERAL TERMS AND CONDITIONS (Continued)

- (2) The specific gravity of gas shall be determined for any one day by the use of the continuous recording gravitometer used by Company's Supplier to determine the specific gravity of gas delivered to Company. The arithmetic average of the specific gravity recorded each day shall be used in computing the volumes of gas delivered. During such time or times as the said gravitometer shall not be in service, the specific gravity of the gas delivered shall be determined by the use of an approved specific gravity balance with such reasonable frequency as is found expedient in practice, but not less frequently than once each month.
- (3) The unit of volume for the purpose of measurement as referred to herein shall be one (1) cubic foot of gas at a temperature of 60 degrees Fahrenheit and at an absolute atmospheric pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch. The average absolute atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch, irrespective of actual elevation of location of the point of delivery above sea level of variations in such atmospheric pressure from time to time.

(Continued)

- (4) The deviation of the natural gas from Boyle's Law as described hereunder, shall be determined by periodic tests. The apparatus and the method to be used in making such tests shall be in accordance with the recommendations of the National Bureau of Standards of the Department of Commerce, or of the U.S. Bureau of Mines of the Department of the Interior, or any other method or methods mutually agreed upon. The results of such tests shall be used in computing the volume of gas delivered hereunder.
- 8.3 **DETERMINATION OF BILLING UNIT:** The billing unit of the gas deliverable hereunder shall be therms, and the number of therms delivered shall be determined by multiplying the number of cubic feet of gas delivered by the therm factor.
- 8.4 **DETERMINATION OF THERM FACTOR:** The average total therm factor of the gas per cubic foot referred to herein shall be determined by means of Company's recording calorimeter and corrected for a water vapor free basis. The arithmetic average of the twenty-four (24) hour period, or so much of the twenty-four (24) hours as gas has been passing if gas has not been passed during the entire period, from the recording calorimeter, shall be deemed to be the total therm factor of the gas for that day.

The billing month's therm factor is the month's average of daily therm factors, computed at the end of the preceding billing month.

8.9

# GENERAL TERMS AND CONDITIONS (Continued) N READING: Any customer initiating the use

- 8.5 **TURN ON READING:** Any customer initiating the use of gas in violation of these General Terms and Conditions without making application for service and enabling the Company to read the meter, will be held liable for service supplied to the premises from the last meter reading immediately preceding customer's occupancy, as shown by the records of the Company.
- 8.6 **FINAL READING:** A customer requesting to discontinue service must give adequate notice as provided for in the applicable rate schedule in order to allow the Company to secure a final reading during normal business hours. Where such notice is not received by the Company, customer shall be liable for service until final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any contractual obligations, including any minimum or guaranteed payment under any contract or rate schedule.
- 8.7 **METER READING:** Meters will be read on a monthly basis.
- 8.8 **COMBINED BILLING:** Where service through more than one meter to a single customer on a given rate is permitted by the Company, the use determined by the individual will be combined for billing purposes.
  - **ESTIMATED BILLS:** When the Company is unable to read the meter, Company may estimate the amount of gas supplied and submit an estimated bill, so marked. Adjustment of such estimated use to actual use will be made when an actual meter reading is obtained.

# GENERAL TERMS AND CONDITIONS (Continued)

- 8.10 **BILLING PERIOD:** Bills for service furnished will be normally rendered monthly and shall be due and payable within fifteen (15) days of the mailing date.
- 8.11 **PRORATION OF BILLS:** When the billing month is greater or less than thirty (30) days, customer bills will be computed by prorating the Applicable rates in all rate schedules and customer charges in Rate Schedules RSG, GSG, GSG-LV, and EGS on the basis of the relationship between the number of days covered by the billing period and thirty (30) days, except as provided for in a specific rate schedule.
- 8.12 **EQUAL PAYMENT PLAN:** The Company will provide to customers, on request, an equal payment plan in conformity with N.J.A.C. 14:3-7.5. Further, there shall be at least one comparison of actual bills, based on meter readings to the monthly budget amount, and if this comparison reveals an increase or decrease of 25 percent or more of the monthly budget amount, the monthly budget amount will be adjusted upwards or downwards, as the case may be, for the balance of the budget plan year.

# GENERAL TERMS AND CONDITIONS (Continued)

The Company will give the customer a written notice of the revised budget figure at least 10 working days before the due date of the initial bill of the next budget plan year.

8.13 **BILLING ADJUSTMENTS:** Except as provided in Sections 6.11 and 6.12 of these General Terms and Conditions, when for any reason a meter fails to register the full use of gas, or fails to register within the limits of accuracy prescribed by the Board, customer's use of gas will be estimated by Company on the basis of available data and charges will be adjusted accordingly. The maximum time to pay for the charge will be equal to the length of time that the meter failed to register.

#### 9. CAUSES FOR DISCONTINUANCE OF SERVICE

- 9.1 **BY THE COMPANY:** Company shall have the right to suspend or discontinue its service for any of the following reasons:
  - (1) To make repairs, changes, or improvements to any part of its system;
  - (2) For compliance in good faith with any governmental order or directive; whether Federal, State, municipal, or otherwise, notwithstanding such order or directive subsequently may be held to be invalid;
  - (3) Non-payment of any bill for service furnished at the present or a previous location, or place of business; However, non-payment for business service shall not be a reason for discontinuance of customer's residential service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8;
  - (4) Tampering with any pipe, meter, or other facility of the Company;
  - (5) Fraudulent representation in relation to use of gas service;
  - (6) Failure of the customer to comply with any of these General Terms and Conditions;

(Continued)

- (7) Delivering gas service to others without the Company's approval, except as permitted under Section 6.6 CHECK METERING.
- (8) Failure to make or increase an advance payment or deposit when requested by the Company, provided that the customer had advance notice of the request for said advance payment of deposit;
- (9) Refusal to contract for service;
- (10) If in the judgment of the Company, customer's installation has become dangerous or defective;
- (11) If customer's equipment or use thereof injuriously affects the quality of Company's service to other customers;

# GENERAL TERMS AND CONDITIONS (Continued)

- ((12) Unauthorized increases in the size or total capacity of customer's equipment;
  - (13) In the event Company is prevented access to its meter or other service facilities, or in the event access thereto is obstructed or hazardous, or for other violation of Company's rules and regulations;
  - (14) Refusal of a customer receiving interruptible service, to discontinue the use of gas after proper notification;
  - 9.2 **NON-WAIVERS:** Should gas service be terminated for any of the above reasons, such termination shall not be deemed a waiver of any other remedy available to the Company. Failure of the Company to exercise its right to terminate, or any other right, shall not be deemed a waiver of such right.
  - 9.3 **RESTORATION OF SERVICE:** The Company shall restore service upon a proper application by a customer when the conditions under which service was discontinued are corrected, and upon the payment of all proper charges due from the customer provided for in this Tariff, or if the Board so directs when a complaint involving such matter is pending before the Board.

### 10. MISCELLANEOUS SERVICE CHARGES

- 10.1 **TURN ON CHARGE:** A turn on charge of \$20.00 may be made for each activation of service whether for initial service (by meter turn-on or meter reading in the case of a service transfer) or reactivation of service where Company personnel are required to travel to the service location.
- 10.2 **RETURNED BANK ITEM:** A charge of \$1<u>9</u>8.00 may be made to reimburse the Company for the expense of processing items returned by the bank as uncollectible on customer's account.

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10.3 **TRANSFER OF SERVICE CHARGE:** A charge of \$7.00 may be made to transfer service between customers when the customer calls in a meter reading to the Company or exercises other

(Continued)

- \_alternatives offered to the customer by the Company to transfer service when no Company personnel are required to travel to the service location.
- 10.4 **FIELD COLLECTION FEE:** A charge of \$12.00 may be made for each visit Company personnel make to a customer's location in an effort to collect overdue payments.
- 10.5 **DUPLICATE BILLS FEES;** The Company may charge customers \$4.00 per copy for duplicate copies of bills. The Company will not charge for the current bill.
- 10.6 **STATEMENT OF ACCOUNT FEE:** The Company will provide one annual statement of account for the current twelve month period to customers free of charge, but may charge \$20.00 per statement for statements of all additional years.

(Continued)

- 10.<u>5</u>7 **APPLICATION FEE:** The Company may charge customers \$15.00 to process applications for service which require the installation of a new Service Connection.
- 10.68 **TRANSPORTATION INITIATION FEE:** Except for customers receiving Firm Transportation Service under Rate Schedule RSG, and customers receiving Firm Transportation Service under Rate Schedule GSG, and consuming on average less than 3,000 Dts per year, the Company may charge customers \$50.00 to initiate transportation of gas for the customer's account under any Rate Schedule or Rider in this Tariff, or may charge \$50.00 if a customer changes its Aggregator/Marketer.
- 10.79 **ADJUSTMENT AND REPAIR OF APPLIANCES:** Company will provide free service as

follows:

Meter turn off

Appliance light up at time of meter turn on

Original adjustment on appliances

Normal pilot adjustment or cleaning (except during September and October)

Normal adjustment of gas burners (except during September and October)

Investigation for gas leaks and other safety related calls

Other services are provided at a charge.

10.10 INABILITY TO ACCESS LOCATION: A charge of \$16.00 may be made for each instance when a Customer has requested that the Company perform work on Customer property and the Company is unable to complete the work due to (1) the Customer not being available or present at the scheduled time, (2) work required to be completed by the Customer prior to the Company performing work is not completed, or (3) the Company is unable to access the Customer's location due to any other reason that is not caused by the Company.

#### 11. CONDITIONS UNDER WHICH RATE DISCOUNTS SHALL BE CONSIDERED

The following General Terms and Conditions are applicable to all customers seeking a rate discount, including EGS-LV and FES customers.

### 11.1 CUSTOMERS WITH THE ABILITY TO BYPASS

Customers requesting a discounted rate due to the ability to bypass the Company's facilities need to supply the following minimum requirements; (i) a statement from the interstate pipeline that the proposed interconnection is operationally viable, that sufficient capacity is available and the pipeline would serve the party if requested; (ii) maps or flow diagrams identifing the route of the pipeline from the interconnection with the pipeline and the customer's site, the size of the connecting pipeline and any other appurtenant facilities required; (iii) engineering studies related to the estimated costs to complete construction; and (iv) status of all reliability and environmental permits from State and Federal agencies. Any individually negotiated rates agreed to pursuant to this tariff provision are subject to prior approval by the New Jersey Board of Public Utilities.

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(Continued)

# 11.2 CUSTOMERS WITH CIRCUMSTANCES OTHER THAN THE ABILITY TO PHYSICALLY BYPASS

Customers may request a discounted rate for reasons other than physical bypass of the Company's facilities. In this situation, the application for such discounted rates submitted to the Board of Public Utilities shall explain the reasons for the request and provide ample support for the request, including but not limited to whether the discounted rate is in the public interest, how the discounted rate would spur economic development, and/or how the discounted rate would benefit the Company's ratepayers. Any individually negotiated rates agreed to pursuant to this tariff provision are subject to prior approval by the New Jersey Board of Public Utilities.

# GENERAL TERMS AND CONDITIONS (Continued)

#### -12. **DEFINITIONS**

- "AGGREGATOR/MARKETER" is used herein to mean a business entity transacting business as an Aggregator of gas or as a Marketer of gas.
- "AFFILIATE" is used herein to mean an entity controlled by or under common control with the entity with which it is affiliated.
- "ALTERNATE FUEL CAPABILITY" is used herein to mean situations where an alternate fuel is installed and can be utilized in customer's equipment: provided, however, where the use of natural gas is for plant protection, feedstock, or process uses and the only alternate fuel is propane or other gaseous fuel, then the customer will be treated as having no Alternate Fuel Capability.
- "APPLICANT FOR AN EXTENSION" is used herein to mean a person or entity that has applied to the Company for construction of an Extension, hereinafter referred to as Applicant.
- **"BASE PERIOD BILLING"** is used herein to mean the number of therms billed to a customer at the qualifying existing facility during the corresponding billing month of the twelve months immediately preceding the billing month to which the customer first applied for service.
- "BASIC GAS SUPPLY SERVICE" is used herein to mean gas supply service that is provided to any customer that has not chosen an alternative gas supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer than can not obtain service from an alternative supplier for any reason, including non-payment for services. It is the gas supply component in certain Rate Schedules for Firm Sales Service customers.
- "BILLING MONTH" is used herein to designate a period which begins with the first cycle in any month and ends with the last cycle.
- "BOARD" is used herein to designate the New Jersey Board of Public Utilities, its predecessors or successors.
- **"BRITISH THERMAL UNIT"** is used herein to designate the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit.

# GENERAL TERMS AND CONDITIONS (Continued)

"CITY GATE STATION" is used herein to mean a location at which Company receives gas from a pipeline company.

"COGENERATION" is used herein to mean the process by which natural gas is burned in equipment to generate electricity and recover the by-product heat from the generation process for use in industrial processes or space heating or both.

"COMMERCIAL CUSTOMER" is used herein to be a customer, whose facility at which service is received hereunder is engaged primarily in providing a service or the sale of goods or services. This would include, but not be limited to, wholesale or retail trade, local, state and federal government agencies, agriculture, warehouses, schools, forestry, transportation, communication, sanitary services, finance, insurance, clubs, hotels, and service to three or more dwelling units through a single meter. A customer who is neither Industrial nor Residential is a Commercial Customer.

### (Continued)

- "COMPANY" as referred to herein is used to designate South Jersey Gas Company which furnishes gas service under these General Terms and Conditions.
- "COSTS APPLICABLE" is used herein to mean any and all costs per therm involved in acquiring the gas sold under an applicable rate schedule. Provided, however, that "Costs Applicable" shall not include demand charges paid by the Company for gas sold under said rate schedule. As used herein, "Costs Applicable" shall include but not be limited to, costs of acquisition of gas; costs of transportation of gas; costs of storage of gas; costs of compression; interstate pipeline loss and compressor fuel; line loss on the Company's system; and Taxes.
- "CUSTOMER" is used herein to designate any person, firm, organization, partnership or corporation applying for or using gas service supplied by the Company at one specific location.
- "CUSTOMER GROUP" is used herein to mean a group of customers served under a single rate schedule by a single Aggregator/Marketer.
- "CYCLE" is used herein to designate a geographical grouping of customers each having the same meter reading and billing schedules.
- "DAY" is used herein to designate a period of twenty-four (24) consecutive hours beginning at 10:00 a.m.
- **"DAILY PRICE SURVEY"** is used herein to mean a column published in the publication "Platts Gas Daily", published by The McGraw Hill Companies. Should the "Transco, zone 6 non-N.Y." prices no longer be available in the "Daily price survey" for an reason, the Company may substitute a substantially equivalent index or calculation.
- "DESIGNATED GROWTH AREA" means an area depicted on the New Jersey State Planning Commission State Plan Policy Map as:
- Planning Area 1 (Metropolitan Planning Area, or PA 1);
- Planning Area 2 (Suburban Planning Area, or PA 2);
- B. A designated center; or
  - An area identified for growth as a result of a final petition for either an initial or advanced petition for plan endorsement that has been approved by the State Planning Commission pursuant to N.J.A.C. 5:85 7;
  - A smart growth area and planning area designated in a master plan adopted by the New Jersey Meadowlands Commission pursuant to subsection (i) of section 6 of N.J.S.A.13:17-6; or
  - A growth area designated in the comprehensive management plan prepared and adopted by the Pinelands Commission pursuant to section 7 of the "Pinelands Protection Act," N.J.S.A.13:18A-8.

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# SOUTH JERSEY GAS COMPANY

B.P.U.N.J. No. 11 - GAS Original Sheet No. 126

# **GENERAL TERMS AND CONDITIONS**

(Continued)

-"DISTRIBUTION MAINS" is used herein to designate the network of distribution piping to which customer's service connections are made.

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(Continued)

- **"DISTRIBUTION REVENUE"** is used herein to mean total revenue plus related Sales and Use Tax, collected by the Company from a customer, minus the Basic Gas Supply Service charges, plus related Sales and Use Tax on the Basic Gas Supply Service, assessed in accordance with the Company's tariff.
- **"DOMESTIC PURPOSES"** is used herein to mean such uses of gas as are typical of a household. Such purposes include, but are not limited to cooking, water heating, clothes drying, house heating, and air conditioning.
- "DWELLING UNIT" is used herein to mean apartments, flats or rooming or boarding house bedrooms.
- "ELECTRONIC BULLETIN BOARD" or "EBB" shall mean the Company's electronic bulletin board, or successor electronic medium.
- **"EXISTING FACILITY"** is used herein to mean a facility at which the Company is currently supplying or has previously supplied service under an applicable rate schedule at some time during the preceding twelve (12) months.
- **"EXTENSION"** is used herein to mean the construction or installation of plant by the Company to convey a regulated service from existing or new plant to one or more new Customers, and also means the plant itself. This term includes all plant for transmission or distribution, whether located on a public street or right of way, or on a private property or private right of way, including the pipe used to convey regulated service from existing plant to each unit or structure to be served. An Extension begins at the existing infrastructure and ends at the meter and includes the meter.
- **EXTENSION COST**" is used herein to mean expenses incurred, calculated by using unitized costs for material and labor (internal and external) employed in the design, purchase, construction, and/or installation of the Extension, including overhead directly attributable to the work.
- **"FACILITY"** is used herein to means all buildings and equipment located at the same geographic site which are commonly considered to be part of one plant, mill, refinery, or other industrial complex.
- **"FIRM"** as used herein refers to a character of service offered to customers under applicable rate schedules or contracts which anticipate no interruption, except in the event of an emergency.
- **"FIRST GAS THROUGH THE METER"** is used herein to establish a billing priority among rate schedules. When a customer purchases, transports, or secures delivery of gas on more than one rate schedule on a given day, the Company must, for billing purposes, apportion gas purchased to the rate schedules. In a case in which a particular rate schedule is deemed first through the meter, all of a customer's obligations under that rate schedule must be met, for billing purposes, before gas is billed pursuant to any other rate schedule.
- **"FORCE MAJEURE"** as employed herein shall mean Acts of God, strikes, lockouts, or other labor disturbances, acts of the public enemy, acts in the public interest, wars, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires hurricanes, storms floods, washouts, arrests, the order of any court or government authority having jurisdiction while the same is in effect, civil disturbances, explosions, breakage, accidents to machinery, or lines of pipe, freezing of wells or lines of pipe, temporary failure of gas supply, inability to obtain or unavoidable delay in obtaining necessary gas supplies or material and equipment, and any other cause whether of the kind herein enumerated or otherwise beyond the control of the party claiming suspension.

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(Continued)

- "GAS ACQUISITION COSTS" is used herein to mean Costs Applicable less Taxes.
- "INDIVIDUALLY METERED SERVICE" is used herein to mean service through a single meter for two or less dwelling units within a single building and appurtenant outbuildings.
- "INDUSTRIAL CUSTOMER" is used herein to be a customer, whose facility at which service is received hereunder is engaged primarily in the processing or changing of raw or unfinished materials into another form or product. Sand and thermal energy plants are included within this term.
- "INTERRUPTIBLE" as used herein refers to a character of service under applicable rate schedules or contracts which anticipate and permit interruption on three (3) hours, notice.
- "INTERRUPTIBLE MARGIN" is used herein to mean net income from Rate Schedules ITS, LMS-LV, LMS-GS and IGS multiplied by a factor to reflect Revenue Taxes and Federal Income Taxes.
- "INTERRUPTIBLE USES OF GAS" is used herein to mean uses which are subject to termination on notice by the Company as provided in the applicable rate schedule, and for which the customer has, or is capable of having, an alternate fuel capability.
- "MAJOR GROUP" is used herein to mean the first two digits of the Federal North American Industry Classification System (NAICS) code, as defined for the Applicant at the time service is initiated.
- "MCF" is used herein to designate one thousand (1,000) cubic feet of gas.
- **"MONTH"** is used herein to designate the period between any two consecutive regularly scheduled meter readings for billing purposes.
- "NEW FACILITY" is used herein to mean a newly constructed facility or a facility at which the Company is not currently supplying and has not supplied service under an applicable rate schedule during the preceding twelve (12) months.
- "NORMAL RESIDENTIAL SERVICE CONNECTION" as used herein shall mean the least expensive, feasible service connection as determined by the Company.
- "OPERATING CONDITIONS" is used herein to describe lack of sufficient gas supplies at the customer's location, lack of sufficient pressure at the customer's location, or similar operating conditions which will render the Company unable to offer service at a given level requested by the customer for a 12 month period.
- "OUT-OF-POCKET EXPENSES" is used herein to mean any additional costs incurred by the Company relating to the initiation and rendering of service to a specific customer; such expense shall include, but not be limited to legal expense and travel expense.
- **"PRICE TO COMPARE"** is used herein to mean for any Rate Schedule, the difference between the total charges to be paid by a Firm Sales Service customer under that Rate Schedule, and the total charges to be paid by a Firm Transportation Service customer under that same Rate Schedule.

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(Continued)

- **'PRIME MOVER'** is used herein to mean the engine, turbine, water wheel, or similar machine that drives an electric generator; or a device that converts energy to electricity directly (e.g., photovoltaic solar and fuel cells).
- "RESIDENCE" is used herein to mean a location at which Residential gas consumption occurs.
- "RESIDENTIAL" is used herein to mean Individually metered Service for Domestic Purposes. Provided, however, that if a customer receives individually metered service for both domestic and non-domestic purposes said service shall be deemed Commercial or Industrial, as is appropriate, if fifty (50) percent or more of gas volume consumption during any month is for other than domestic purposes.
- "REVENUE TAXES" is used herein to mean all taxes applicable to revenues from the sale of natural gas. Revenue Taxes shall include, but not be limited to, New Jersey Sales and Use Tax, New Jersey Corporation Business Tax<del>, Transitional Energy Facility Assessment</del> and Public Utility Assessment Taxes.
- "SALES SERVICE" as used herein refers to a character of service offered to customers under applicable rate schedules or contracts pursuant to which the Company offers to sell the natural gas commodity.
- "SERVICE CONNECTIONS" is used herein to designate the pipe which carries gas from the distribution or transmission main to the customer's meter.
- "STANDBY USES" is used herein to mean the provision of gas service for use in an appliance or device for which gas supplied by the Company is not the primary fuel.
- "SUMMER SEASON" is used herein to designate the period from April 1 through October 31 of each year.
- "TAXES" is used herein to mean all taxes applicable to the sale of natural gas. "Taxes" shall include, but not be limited to, Gross Receipts and Franchise Taxes; Federal Income Taxes; and Public Utility Assessment Taxes.
- "THERM" is used herein to designate a unit of heating value equivalent to 100,000 Btu (British Thermal Units).
- "TOTAL HEATING VALUE" is used herein to designate the number of British Thermal Units produced by the combustion in a recording calorimeter or chromograph, at constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of 60 degrees Fahrenheit if saturated with water vapor, and under an assumed absolute atmospheric pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of gas and air, and when the water formed by combustion is condensed to liquid state, corrected for a water vapor free basis.
- "TRANSPORTATION SERVICE" as used herein refers to a character of service offered to customers under applicable rate schedules or contracts pursuant to which the Company offers to transport and deliver to a customer's facility or residence the natural gas commodity as to which the customer holds clear and marketable title.
- "WINTER SEASON" is used herein to designate the period from November 1 through March 31 of each year.
- "YEAR" is used herein to designate a period of twelve consecutive "months".

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

STANDARD GAS SERVICE AGREEMENT (GS)		
This Agreement entered into this day of, 20 , by and between South Jersey Gas Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company" and		
hereinafter referred to as "Buyer."		
WITNESSETH:		
Subject to the terms and conditions contained herein, Seller agrees to sell and deliver and Buyer agrees to purchase and pay for services required by Buyer under Rate Schedule GSG Firm Sales Service, Rate Schedule GSG-LV Firm Sales Service, Rate Schedule GSG-LV Firm Transportation Service, Rate		
This Agreement shall commence and be		
effective from the date hereof and the sale and purchase of services hereunder shall continue until, a date which is at least twelve (12) months from the commencement, and subject to Seller's possession of an adequate supply of gas as to Rate Schedules GSG Firm Sales Service; GSG-LV Firm Sales Service; and IGS, and subject to Seller's possession of adequate system capacity as to Rate Schedules GSG Firm Transportation Service and GSG-LV Firm Transportation Service, shall continue thereafter from year to year unless and until terminated upon written notice given by either party to the other, at least six (6) months prior to the end of any yearly term.		

# ARTICLE II Duly Constituted Authorities

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more specifically by the conditions contained in the Rate Schedule or Rate Schedules contracted for herein.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

# ARTICLE IV Service Volumes

1.	For service rendered under Rate Schedule GSG: For the purpose of providing criteria for the proration of available supplies, Buyer hereby indicates its Minimum and Maximum Capability of accepting GSG Service:
	a. Minimum CapabilityMcf per day. b. Maximum Capability Mcf per day.
2.	For service rendered under Rate Schedule IGS: For the purpose of providing criteria for the proration of available supplies, Buyer hereby indicates its Minimum and Maximum Capability of accepting IGS Service:
	a. Minimum CapabilityMcf per day. b. Maximum CapabilityMcf per day.
	Customer certifies that its alternate fuel capability is
3.	For service rendered under Rate Schedule GSG-LV Firm Sales Service, Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to pay for in accordance with the provisions of the Tariff a Contract Demand of Mcf per day. This will serve as Buyer's initial Contract Demand. The Contract Demand may be adjusted by the Company from time to time, but no less than annually. The adjustments to the Contract Demand shall be based upon the Buyer's average daily usage for the month of highest usage during the preceding twelve month period, subject to normalization, if appropriate. The Buyer may then elect, in writing, a higher Contract Demand.
4.	For service rendered under Rate Schedule GSG-LV Firm Transportation Service, the Company agrees to transport and deliver to the Buyer at the Buyer's facility designated on the first page of this Agreement such quantity of gas that Buyer makes available from time to time; provided, however, Company shall not be obligated to transport and deliver more than Mcf per day which will be Buyer's Contract Demand.
5.	It is understood by Buyer and Seller, that by electing to take delivery of gas under Rate Schedule GSG Firm Transportation Service or Rates Schedule GSG-LV Firm Transportation Service, Buyer forgoes any right or entitlement to purchase the Company's firm system gas, during the term of this Agreement. After the term of this Agreement, if Buyer requests that the Company sell firm system gas to the Buyer, the Buyer shall be treated as a new applicant for service, with no greater entitlement to firm gas sales service than is had by any other New Customer.
6.	By checking the box at the end of this sentence, customer elects to take balancing service under Rider "I", rather than under Rider "J" . $\Box$
7.	The customer's Daily Contract Quantity ("DCQ") will be established pursuant to the terms of Rider "J" to this Tariff. Under no circumstances shall the Company be obligated to deliver more than the customer's DCQ for the
Issued N	November 29-2013 Effective with service rendered

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

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#### STANDARD GAS SERVICE AGREEMENT (GS)

(Continued)

customer's account. Moreover, if the DCQ shall prove insufficient or excessive in any respect for the customer's needs, the Company shall not assume any responsibility or liability of any kind for such excess or insufficiency.

8.	Transportation Service, by checking the box at the end of this sentence, Buyer hereby elects to take a Capacity Assignment of interstate pipeline capacity from the Company, pursuant to a Capacity Assignment Agreement in quantity equal to Buyer's average daily consumption during a peak winter month, for Rate Schedule GSG Customers which is agreed to be Mcf per day \(\pi\); or in a quantity equal to Buyer's Contract Demand for Rate GSG-LV customers \(\pi\).
9.	For service rendered under Rate Schedule NGV for compressed natural gas vehicle service at company owned stations, by checking the box at the end of this sentence .  a. Minimum Capability MCF per day.  b. Maximum Capability MCF per day.
10.	By checking the box a the end of this sentence and for the appropriate maximum delivery capability for service
	rendered under Rate Schedule NGV for compressed natural gas vehicle service at customer operated fueling stations $\square$ .
	a. Maximum delivery capability $0-999$ CFH $\square$ .
	b. Maximum delivery capability $1,000 - 4,999$ CFH $\square$ .
	c. Maximum delivery capability $5{,}000 - 24{,}999$ CFH $\square$ .
	d. Maximum delivery capability 25,000 or greater CFH □.

# **ARTICLE V** Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff For Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

### ARTICLE VI Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults. whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:	SOUTH JERSEY GAS COMPANY		
ATTEST:	Ву:		
	(Name)		
	(Title)		
	SELLER		
ATTEST:			
	(Name - Company)		
	Ву:		
	(Name)		
	(Title)		
	BUYER		

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

This Agreement entered into this day of, 2  Jersey Gas Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company, a New Jersey Corporation, hereinafter refer	pany" and
WITNESSETH:	
Subject to the terms and conditions contained herein, Seller agrees to sell and delive purchase and pay for services required by Buyer under Rate Schedule(s) as follows:	• •
ARTICLE I Term of Agreement	
This Agreement shall commence	,
a date which is at least twelve (12) months from the commencement, and subject to Seller's supply of gas as to Rate Schedules LVS and IGS, and subject to Seller's possession of adequates a subject to Seller's possession of adequates the subject to Seller's possession of	possession of an adequate
Schedules LVS Firm Transportation Service, LVS Limited Firm Transportation and CTS sh year to year unless and until terminated upon written notice given by either party to the othe to the end of any yearly term.	

# **ARTICLE II Duly Constituted Authorities**

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulation of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more specifically by the conditions contained in the Rate Schedule or Rate Schedules contracted for herein.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

# ARTICLE IV **Service Volumes**

	Service volumes
1.	For service rendered under Rate Schedule LVS, Firm Transportation Service or CTS (check appropriate space):  Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to pay for in accordance with provisions of the tariff a Contract Demand of Mcf per day. By checking the box at the end of this sentence, Buyer hereby elects to take a Capacity Assignment of interstate pipeline capacity from the Company, pursuant to a Capacity Assignment Agreement with a term co-extensive with the Term of Agreement set forth in Article I, in a quantity equal to Buyer's Contract Demand for a period of time co-extensive with the Term of Agreement pursuant to Article I.  Buyer hereby elects to take service in excess of Contract Demand pursuant to the Limited Firm provisions of Rate Schedules CTS or LVS.
2.	For service rendered under Rate Schedule IGS:  For the purpose of providing criteria for the proration of available supplies, Buyer hereby indicates its minimum and maximum capability of accepting IGS Service:  a. Minimum capabilityMcf per day.  b. Maximum capabilityMcf per day.
	Customer certifies that its alternate fuel capability is
3.	For service rendered under Rate Schedule LVS Firm Transportation Service or CTS:  The Company agrees to transport and deliver to the Buyer at the Buyer's facility designated on the first page of this Agreement such quantity of gas that Buyer makes available from time to time; provided, however, Company shall not be obligated to transport and deliver more thanMcf per day which will be Buyer's Contract Demand.
	For service rendered under Rate Schedule LVS Limited Firm Transportation Service: the Company agrees to transport and deliver to the Buyer at the Buyer's facility designated on the first page of this Agreement such quantity of gas that Buyer makes available from time to time; provided, however, Company shall not be obligated to transport and deliver more than Mcf per day which will be Buyer's Limited Firm Contract Demand.
	It is understood by Buyer and Seller, that by electing to take delivery of gas under Rate Schedules LVS Firm Transportation Service, LVS Limited Firm Transportation Service or CTS, Buyer forgoes any right or entitlement to purchase the Company's firm system gas, during the term of this Agreement. After the term of this Agreement, if Buyer requests that the Company sell firm system gas to the Buyer, the Buyer shall be treated as a new applicant for service, with no greater entitlement to firm gas sales service than is had by any other New Customer.
	ARTICLE V Opt-Out Provision
	Buyer hereby elects, by initialing in the space provided, for a term co-extensive with the Term of Agreement set forth in Article I, to provide its own interstate pipeline capacity and gas supply to Seller's

set forth in Article I, to provide its own interstate pipeline capacity and gas supply to Seller's

**Issued November 29, 2013** by South Jersey Gas Company, J. DuBois, President

(Continued)

City Gate Station. By making such election, Seller becomes eligible to pay the lower BS-1 Volumetric Charge pursuant to Rate Schedule CTS or Rider "I" as applicable. If Buyer does not make this election, Buyer will pay the higher BS-1 Volumetric Charge, pursuant to Rate Schedule CTS or Rider "I" as applicable. Buyer will be subject to the "opt-out" provision provided for in the Company's tariff.

Initials

# **ARTICLE VI Force Majeure**

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in the Company's Tariff For Gas Service, B.P.U.N.J. No. 11 - Gas. Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

# **ARTICLE VII Miscellaneous**

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

# 

### SOUTH JERSEY GAS COMPANY

**B.P.U.N.J. No. 11 – GAS** Original Sheet No. 138 STANDARD GAS SERVICE AGREEMENT (ITS) This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ , 20  $\,$  , by and between South Jersey Gas Company, a New Jersey Corporation, hereinafter referred to as "Company" and hereinafter referred to as "Customer." WITNESSETH WHEREAS, Company's Tariff for Gas Service contains a Rate Schedule designated as Interruptible Transportation Service (ITS); and WHEREAS, Customer has arranged to have gas, to which Customer has clear and marketable title, made available for transportation service on the Company's system and the Customer has provided evidence of such title to the Company as required by the ITS Rate Schedule; and WHEREAS, Customer has requested Company to transport said gas under Rate Schedule ITS, from Company's city gate station(s) located at ARTICLE I **Term of Agreement** NOW, THEREFORE, Company and Customer agree as follows: This Agreement shall commence on from the date hereof and continue for a term of (one month minimum term) and continue thereafter from month to month until terminated by either Company or Customer by written notice at least thirty (30) days prior to the beginning of any one month term. ARTICLE II **Duly Constituted Authorities** \_The Company's rates, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Company's Tariff for Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All services are subject to the General Terms and Conditions of Company's Tariff for Gas Service and more specifically the provisions set forth in the Interruptible Transportation Service (ITS) Rate Schedule.

#### ARTICLE IV Service Volumes

The Company agrees to transport such quantity of gas that Customer makes available from time to time; provided, however, that Company shall not be obligated to transport and deliver more than \_\_\_\_\_\_DT per day, the Scheduled Daily Delivery.

#### ARTICLE V No Priority

Customer and Company recognize and agree that the provision of service under Rate Schedule ITS by the Company shall not afford the Customer any benefit or priority of entitlement to service under any other rate schedule of the Company. Should the Customer apply for service under any other rate schedule of the Company, the Customer will be treated no differently from any other applicant for service similarly situated under similar conditions.

# ARTICLE VI Alternate Fuel Capability

Customer certifies that its alternate fuel capability is	
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#### ARTICLE VII Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff for Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party here-under relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve customer from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

# ARTICLE VII Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto solely for the transportation of gas by the Company to the Customer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any further default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Customer without the Consent in writing of Company first obtained.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SOUTH JERSEY GAS COMPANY

# ATTEST: By: (Name) (Title) ATTEST: By: (Name of Customer) By: (Name) (Title)

STANDARD GAS SERVICE AGREEMENT (E	EDR)
This Agreement entered into this day of	, 20 , by and between Sout or "Company" and
WITNESSETH:	
Subject to the terms and conditions contained herein, Seller agrees to sell ar purchase and pay for services required by Buyer under Rider H of applicable Rate Seas follows:	
ARTICLE I <u>Term of Agreement</u>	
This Agreement shall commence	and be effective until

# ARTICLE II Duly Constituted Authorities

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11—Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more specifically by the conditions contained in the Rate Schedule contracted for herein.

5. 6. 7.

10.

#### STANDARD GAS SERVICE AGREEMENT (EDR)

(Continued)

#### ARTICLE IV EDR Criteria

The Company and customer agree that the customer's facility at the above described location is a [New Facility] [Existing Facility]. The base period billings to be utilized, if applicable, are:

Month/Year Mcf Consumption

# ARTICLE V Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff For Gas Service, B.P.U.N.J. No. 11—Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments

(Continued)

of amounts then due hereunder in respect of all gas theretofore delivered.

#### ARTICLE VI Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:	SOUTH JERSEY	GAS COMPANY
	<del>By:</del> (Name)	
	(Title)	SELLER
ATTEST:	(Name Company)	
	By: (Name)	
	(Title)	BUYER

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

STANDARD G	AS SERVICE AGREEMENT (	IGS)
This Agreement entered into this South Jersey Gas Company, a New Jersey Corpora	day of ation, hereinafter referred to as "S	, 20 , by and between eller" or "Company" and
hereinafter referred to as "Buyer."		
	WITNESSETH:	
Subject to the terms and conditions conta purchase and pay for services required by Buyer u at	nder Rate Schedule(s)	
as follows:		
	ARTICLE I	
	Term of Agreement	
This Agreement shall commence effective from the date hereof and the sale and pur which is at least twelve (12) months from the com gas, shall continue thereafter from year to year unlother at least six (6) months prior to the end of any	chase of gas hereunder shall conti mencement, and subject to Seller' less and until terminated upon wri	inue until, a date s possession of an adequate supply of

# ARTICLE II Duly Constituted Authorities

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more specifically by the conditions contained in the Rate Schedule contracted for herein.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

#### ARTICLE IV Service Volumes

For service re	endered un	der Rate Schedule IGS:	
For the purpo	se of prov	iding criteria for the proration of	of available supplies, Buyer hereby indicates its minimum and
maximum caj	pability of	accepting IGS Service:	
	a.	Minimum capability	Mcf per day.
	b.	Maximum capability	Mcf per day.
Customer cer	tifies that	the alternate fuel capability is_	

# **ARTICLE V** Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by or in consequence of force majeure, as defined in Company's Tariff For Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

#### ARTICLE VI Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SOUTH JERSEY GAS COMPANY

ATTEST:	D.v.	
	By:(Name)	
	(Title)	SELLER
TTEST:		
	(Name - Company)	
	By:(Name)	
	(Title)	RUVER

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

STANDARD GAS SERVICE AGREEMENT (EGS)
This Agreement entered into this
hereinafter referred to as "Buyer."
WITNESSETH:
Subject to the terms and conditions contained herein, Seller agrees to sell and deliver and Buyer agrees to purchase and pay for services required by Buyer under Rate Schedule EGS : or Rate Schedule EGS-LV : atas follows:
ARTICLE I <u>Term of Agreement</u>
This Agreement shall be effective from the date of execution. The sale and purchase of gas hereunder shall commence on and continue until, and subject to Seller's possession of an adequate supply of gas (except for Rate Schedule EGS-LV customers electing Rider "D" and Rate Schedule EGS Firm Transportation customers), shall continue thereafter from year to year unless and until terminated upon written notice given by either party to the other, at least six (6) months prior to the end of any yearly term, or the initial term.
ARTICLE II <u>Facilities Charge</u>
In consideration for Seller's agreement to provide service as described in this agreement, Buyer agrees to pay a facilities charge of \$
ARTICLE III <u>Commitment Fee</u>
Each potential payment obligation of Buyer under this Article III, shall be deposited with the Company twelve (12) months in advance, without interest, if gas service commences more than twelve (12) months from the effective date of this agreement, the Buyer shall pay to Seller, a nonrefundable commitment fee of \$
Pursuant to this Article III, Buyer hereby deposits with the Company, and the Company hereby acknowledges a deposit of \$

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

# ARTICLE IV Buyer Security Deposit

Seller may require from Buyer a security deposit which will be due before the commencement of gas service. This deposit will be equal to the estimated amount of two (2) monthly billings for Buyers served under Rate Schedule EGS-LV and intending to utilize Rider D and for Rate Schedule EGS Firm Transportation customers and three (3) monthly billings for Buyers intending to utilize the Company's gas supply.

# **ARTICLE V Duly Constituted Authorities**

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

#### ARTICLE VI Tariff for Gas Service

All terms and conditions set forth in Seller's Tariff for Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff for Gas Service and more specifically by the conditions contained in the Rate Schedule contracted for herein.

# ARTICLE VII Service Volumes

1.	For service rendered under Rate Schedule EGS-LV, customer's Firm and Limited Firm Daily Contract Demandshall be:			Contract Demands
	a.	Firm	Mcf per day, to be the first gas through the meter each day.	
	b.	Limited Firm -	Mcf per day, to be the next gas through the meter each da	ay.
2.	portion Article obliga	Buyer hereby elects, by signing in the space below to provide its own gas pursuant to Rider D. All or any portion of Buyer's Firm Daily Contract Demand and Limited Firm Daily Contract Demand, pursuant to this Article VII of the Standard Gas Service Agreement (EGS), may be met through Rider D, and Seller has no obligation to sell gas to Buyer under any other article, paragraph or provision of Rate Schedule EGS-LV or the Standard Gas Service Agreement (EGS).		
	Buyer	hereby elects Ride	der D	
	For service rendered under Rate Schedule EGS-LV, customer's Firm and Limited Firm Daily Contract Demand levels provided pursuant to Rider D shall be:			
[ssned]	Novemb	er 29 2013	Effective with servi	ce rendered

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

	a. Firm Mcf per day.
	b. Limited Firm Mcf per day.
3.	For service rendered under Rate Schedule EGS, customer's Firm Daily Contract Demand shall be:
	Mcf per day, to be the first gas through the meter each day.
1.	For service rendered under Rate Schedule EGS Firm Transportation Service:  The Company agrees to transport and deliver to the Buyer at the Buyer's facility designated on the first page of this Agreement such quantity of gas that Buyer makes available from time to time; provided, however, Company shall not be obligated to transport and deliver more thanMcf per day which will be Buyer's Contract Demand.
	It is understood by Buyer and Seller, that by electing to take delivery of gas under Rate Schedule EGS Firm Transportation Service, Buyer forgoes any right or entitlement to purchase the Company's firm system gas, during the term of this Agreement. After the term of this Agreement, if Buyer requests that the Company sell firm system gas to the Buyer, the Buyer shall be treated as a new applicant for service, with no greater entitlement to firm gas sales service than is had by any other New Customer.
	ARTICLE VIII Rates
	As provided in the Monthly Rate section of Rate Schedule EGS; or
	_Negotiated rates pursuant to Special Provision (e) of Rate Schedule EGS-LV:
	D-1 charge will be
	Limited Firm:
	C-3 charge will be ALL CUSTOMERS MUST COMPLETE.

(Continued)

#### ARTICLE IX Election

By checking the box at the end of this sentence, customer elects to take balancing service under Rider "I", rather than under Rider "J" to this Tariff.  $\Box$ 

# ARTICLE X Opt-Out Provision

Buyer (a Rate Schedule EGS-LV customer) hereby elects, by initialing in the space provided, for a term coextensive with the Term of Agreement set forth in Article I, to provide its own interstate pipeline capacity and gas supply to Seller's City Gate Station. By making such election, Seller becomes eligible to pay the lower BS-1 Volumetric Charge pursuant to Rider "I". If Buyer does not make this election, Buyer will pay the higher BS-1 Volumetric Charge, pursuant to Rider "I". Buyer will be subject to the opt-out provisions provided for in the Company's tariff.

> \_\_\_\_\_\_ Initials

# ARTICLE XI Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff for Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

# ARTICLE XII Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:	SOUTH JERSEY GAS CO	JMPANY
	By:(Name)	
ATTEST:	(Title)	SELLER
	(Name - Company)	
	(Name)	
	(Title)	
		BUYER

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

J.1 .U.11	J. IV. II – GAS
	STANDARD GAS SERVICE AGREEMENT (FES)
	This Agreement entered into this day of, 20 , by and n South Jersey Gas Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company"
and her	einafter referred to as "Buyer."
	WITNESSETH:
purchas at	Subject to the terms and conditions contained herein, Seller agrees to sell and deliver and Buyer agrees to se and pay for services required by Buyer under Rate Schedule FES, which is Buyer's FES Facility, as follows:
	ARTICLE I <u>Term of Agreement</u>
subject termina	This Agreement shall commence and be effective from the hereof and the sale and purchase of gas hereunder shall continue until, and to Seller's possession of an adequate supply of gas, shall continue thereafter from year to year unless and until ted upon written notice given by either party to the other, at least six (6) months prior to the end of the initial term yearly term.
	ARTICLE II <u>Duly Constituted Authorities</u>
	The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, rules, and regulation of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this nent are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey.
	ARTICLE III <u>Tariff For Gas Service</u>
	All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11 - Gas are incorporated by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more cally by the conditions contained in the rate schedules contracted for herein.
	ARTICLE IV Service Volumes
<u>Firm:</u>	Sea field Foldings
tariff:	Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to pay for in accordance with provisions of the
	<ul><li>(1) a Winter Daily Contract Demand of Mcf per day;</li><li>(2) a Summer Daily Contract Demand of MCF per day.</li></ul>

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

Billing Determinants:	
(1) Customer shall have a Annual Billing Determinant ("ABD") of	·
(2) Customer shall have a Daily Billing Determinant of	. (ABD/365)
ARTICLE V Rates	
Negotiated rates pursuant to Special Provision (j) of the Rate Schedule FES are as follows:	llows:
Winter Rates:	
D-1 Charge will be	
C-3 Charge will be	
Summer Rates:	
D-1 Charge will be	
C-3 Charge will be	
ARTICLE VI <u>Winter Season Interruption</u>	
Buyer and Seller agree that Buyer's service under Rate Schedule FES may be partially or t during a Winter Season pursuant to Special Provision (r) of Rate Schedule FES	otally interrupted on days
ARTICLE VII <u>Customer Owned Gas</u>	
Customer has requested Company to deliver said gas under Rate Schedule FES, R gate station(s) located at	

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

The Company agrees to deliver such quantity of gas that Customer makes available from time to time: provided, however, Company shall not be obligated on a daily basis to deliver more than customer's Winter Daily Contract Demand or Summer Daily Contract Demand for the then applicable season.

#### ARTICLE VIII Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff For Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

#### ARTICLE IX Miscellaneous

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements for firm service, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:	SOUTH JERSEY GAS COMPANY
	By:(Name)
	(Title) SELLER
ATTEST:	(Name - Company)
	By:(Name)
	(Title)

This Agreement entered into this day of , 20 , by and between South Jersey Gas Company, a New Jersey Corporation, hereinafter referred to as "Seller" or "Company" and

hereinafter referred to as "Buyer."

#### **WITNESSETH:**

Subject to the terms and conditions contained herein, Seller agrees to sell and deliver and Buyer agrees to purchase and pay for services required by Buyer under Rate Schedule Natural Gas Vehicle (NGV) Firm Sales Service

Rate Schedule Natural Gas Vehicle (NGV) Firm Transportation Service

at , as follows:

# ARTICLE I Term of Agreement

This Agreement shall commence and be effective from the date hereof and the sale and purchase of services hereunder shall continue until , a date which is at least twelve (12) months from the commencement, and subject to Seller's possession of an adequate supply of gas as to Firm Sales Service; IGS, and subject to Seller's possession of adequate system capacity as to Firm Transportation Service, shall continue thereafter from year to year unless and until terminated upon written notice given by either party to the other, at least six (6) months prior to the end of any yearly term.

# ARTICLE II Duly Constituted Authorities

The rates of Seller, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction. The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Board of Public Utilities of New Jersey, or successor agencies.

# ARTICLE III Tariff For Gas Service

All terms and conditions set forth in Seller's Tariff For Gas Service B.P.U.N.J. No. 11 - Gas are incorporated herein by reference. All sales are subject to the General Terms and Conditions of Seller's Tariff For Gas Service and more specifically by the conditions contained in Rate Schedule Natural Gas Vehicle (NGV).

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

#### ARTICLE IV Service Volumes

- 2. The customer's Daily Contract Quantity ("DCQ") will be established pursuant to the terms of Rider "J" to this Tariff. Under no circumstances shall the Company be obligated to deliver more than the customer's DCQ for the customer's account. Moreover, if the DCQ shall prove insufficient or excessive in any respect for the customer's needs, the Company shall not assume any responsibility or liability of any kind for such excess or insufficiency.
- 3. For service rendered under Rate Schedule NGV for compressed natural gas vehicle service at company owned stations, by checking the box at the end of this sentence □.
  - a. Minimum Capability MCF per day.
  - b. Maximum Capability MCF per day.
- 4. By checking the box a the end of this sentence and for the appropriate maximum delivery capability for service rendered under Rate Schedule NGV for compressed natural gas vehicle service at customer operated fueling stations .
  - a. Maximum delivery capability 0 999 CFH  $\square$ .
  - b. Maximum delivery capability 1,000 4,999 CFH □.
    - c. Maximum delivery capability 5,000 24,999 CFH  $\Box$ .
    - d. Maximum delivery capability 25,000 or greater CFH □.

# ARTICLE V Force Majeure

In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall so far as possible be remedied with all reasonable dispatch.

Neither party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff For Gas Service, B.P.U.N.J. No. 11 - Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve either party from its obligation to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

## **ARTICLE VI Miscellaneous**

This Agreement supersedes and cancels as of the effective date hereof all prior contracts and supplemental agreements, oral or written, between the parties hereto for the sale of gas by the Seller to the Buyer.

No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New Jersey.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by Buyer without the consent in writing of Seller first obtained.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

A (EVENT) COE	SOUTH JERSEY GAS COMPANY
ATTEST:	By:
	(Name)
	(Title) SELLER
ATTEST:	
	(Name - Company)
	By:
	(Name)
	(Title)
RIIVER	(Title)

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

#### **AGREEMENT NO.:**

#### AGGREGATOR/MARKETER'S AGREEMENT (A/M)

This Agreement entered into this day of, 20 , by and between South Jersey Gas Company, a New Jersey corporation, sometimes hereinafter referred to as "Seller", "South Jersey" or "Company" and corporation
WHEREAS, South Jersey is a regulated public utility of the State of New Jersey, and is engaged in the sale, distribution and transportation of gas in intrastate commerce within said State; and
WHEREAS, the Aggregator/Marketer has arranged for the delivery of gas to a City Gate Station of South Jersey, on behalf of certain customers ("Customers") identified on Appendix A to this Agreement. A customer group is defined as either a group of customers served under a single Rate Schedule or a group of customers served pursuant to Rider "I" Balancing Service Clause - Large Volume; and
WHEREAS, each Customer Group will consist of Customers served pursuant to a single Rate Schedule of the South Jersey Tariff for Gas Service, B.P.U.N.J. No. 11 - Gas and will be designated on Appendix A by reference to that Rate Schedule;
WHEREAS, the Customers who constitute the members of the Customer Groups have requested that South Jersey transport gas for the Customers on an aggregated basis, as part of said Customer Groups; and
WHEREAS, the Company has agreed to perform such transportation of gas, subject to the terms of this Agreement.
NOW, THEREFORE, the Parties, intending to be legally bound hereby, in exchange for the mutual promises contained herein; agree as follows:
1. <b>Term.</b> The term of this Agreement shall be one year from the date of this Agreement, and shall continue thereafter from year to year unless and until terminated upon written notice given by either party to the other at least thirty (30) days prior to the effective date of any termination.
2. <u>Aggregation.</u> Attached hereto as Appendix A is a list of those Customers comprising the initial Customer Groups pursuant to the terms of this Agreement, if such groups exist. On or before the tenth (10th) day of each calendar month, the Aggregator/Marketer shall provide the Company with a revised Appendix A in which the Aggregator/Markete will designate those Customers who will be members of the Customer Groups for the immediately following calendar month. This list will be furnished on a preliminary basis. The Company may then advise the Aggregator/Marketer of any members of the Customer Groups who have been removed from the Customer Groups for cause pursuant to the terms of this Agreement, as well as any Customers who have advised the Company that they have "opted out" of

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

the Customer Groups. On or before the twentieth (20th) day of said calendar month, the Aggregator/Marketer will provide the Company with a final Appendix A for the immediately following calendar month. Then all of the volumes transported for that Customer Group under the terms of this Agreement shall be aggregated as to that single customer Group for the purposes of Rider "I", the Balancing Service Clause - Large Volume, of the Tariff for Gas Service, or Rider "J", the Balancing Service Clause - General Service of the Tariff for Gas Service.

3. <u>Liability for Tariff Charges.</u> Each month, South Jersey will render an invoice to the Aggregator/Marketer for tariff charges pursuant to Rider "I" or Rider "J" to the Tariff for Gas Service on an aggregated basis for the Customer Group, as well as for the monthly Aggregator/Marketer's Fee, but excluding the BS-1 Volumetric Charges. This invoice shall be payable pursuant to the applicable Terms of Payment provisions of the applicable rider of South Jersey's Tariff for Gas Service. The Aggregator/Marketer shall be responsible for the payment of all charges pursuant to this paragraph. South Jersey will invoice the customer directly for charges for transportation pursuant to the applicable Rate Schedule, and for the BS-1 Volumetric Charges.

#### 4. RESERVED FOR FUTURE USE

- 5. Aggregator's/Marketer's Fee. The monthly fee for the provision of aggregation services by the Company and for access by the Aggregator/Marketer to the Company's Electronic Bulletin Board will be One Hundred Dollars (\$100.00) ("Aggregator/Marketer's Fee") per Aggregator/Marketer. In addition, the Company may provide additional services to the Aggregator/Marketer at an agreed upon charge or charges. Such charge or charges shall be included on the invoice for the monthly fee. Such charge or charges may include a charge negotiated by South Jersey and the Aggregator/Marketer, for South Jersey to invoice the customer for the natural gas commodity.
- 6. <u>Removal for Cause.</u> All members of a Customer Group must qualify for service under Rate Schedule of the Seller's Tariff for Gas Service applicable to the Customer Group, and aggregation pursuant to this Agreement will be performed only for Customers within a single Customer Group. If South Jersey determines that a Customer no longer qualifies for service under the Rate Schedule applicable to the appropriate Customer Group, it shall remove that Customer from the Customer Group, and such action shall be Removal for Cause.

Removal for Cause shall also be permitted: (1) if any Customer fails to meet any financial obligation imposed by this Agreement or by the Tariff for Gas Service or violates the terms of any Operational Flow Order issued pursuant to said Tariff for Gas Service; or (2) conducts business with the Seller in a manner which jeopardizes South Jersey's ability to serve customers of equal or higher priority to the Customer under N.J.A.C. 14:29-3.2(a), irrespective of whether N.J.A.C. 14:29-3.2(a) is actually invoked; or (3) pursues any other conduct detrimental to the Company's system integrity.

If Removal for Cause is invoked by the Company, it shall be done upon at least twenty-four hours notice, orally or in writing, which notice shall specify the effective date and reasons for such removal. Removal for cause shall not relieve the Customer of any responsibility or liability incurred before the effective date of the Removal for Cause.

(Continued)

- 7. Customer Opt Out. Any member of a Customer Group may elect to opt out of the Customer Group. Notice of such election must be provided to the Company, orally or in writing, on or before the tenth day of the calendar month during which such election shall be effective. The election to opt out of the Customer Group shall be effective until the end of the term of this Agreement. Provided, however, that the election to opt out of the Customer Group shall not relieve the Customer of any responsibility or liability incurred under this Agreement, the Tariff for Gas Service, or otherwise, for periods of time prior to the time that such election became effective.
- 8. <u>Provision of Data</u>. In order for South Jersey to provide gas consumption history and billing data relative to a member of a Customer Group such member must authorize South Jersey to provide to the Aggregator/Marketer, such data upon a form entitled "Authorization to Release Account Information".
- 9. <u>Computer Capability.</u> Aggregator/Marketer agrees that throughout the Term of this Agreement, Aggregator/Marketer will maintain computer capability necessary to access Seller's Electronic Bulletin Board.
- 10. Aggregator/Marketer Creditworthiness Standards. As a condition precedent to this Agreement, the Aggregator/Marketer must meet creditworthiness standards acceptable to the Seller, throughout the Term of this Agreement. In addition, upon the execution of this Agreement, and thereafter, the Company may perform an evaluation of the Customer's creditworthiness. If South Jersey, at any time, deems that Aggregator/Marketer has not met Seller's creditworthiness standards, the Company may require that the Aggregator/Marketer post a cash deposit, letter of credit, performance bond or similar credit facility or other collateral, satisfactory to South Jersey as a condition precedent to this Agreement. In order to assist South Jersey in making its determinations, Aggregator/Marketer agrees to supply such information as the Company will reasonably require to make creditworthiness determinations. Should the Aggregator/Marketer fail to provide such information, Seller may refuse to proceed or continue with this Agreement.
- 11. **Termination for Conduct of Aggregator/Marketer.** South Jersey may terminate this Agreement if the Aggregator/Marketer engages in certain prohibited conduct ("Prohibited Conduct"). The Prohibited Conduct shall include: (1) the failure to meet any financial obligation imposed by this Agreement, or by the Tariff for Gas Service; (2) the conduct of business with the Seller which jeopardizes South Jersey's ability to serve customers of equal or higher priority to the members of the Customer Group under N.J.A.C. 14:29-3.2(a), irrespective of whether N.J.A.C. 14:29-3.2(a) is actually invoked; (3) the pursuit of any other conduct detrimental to the Company's system integrity; (4) failure of the Aggregator/Marketer to comply with South Jersey's "Transportation Operating Procedures"; or (5) failure to comply with the Company's Tariff for Gas Service.

At least twenty-four hours notice of termination for Prohibited Conduct shall be given by the Company to the Aggregator/Marketer and the Customer Group, orally or in writing. Such notice shall specify the effective date of termination and the Prohibited Conduct which is the basis of termination. Termination for Prohibited Conduct shall not relieve the Aggregator/Marketer or members of the Customer Group of any responsibility or liability incurred prior to the effective date of the termination for Prohibited Conduct.

(Continued)

12. **Force Majeure.** In the event of either party being rendered unable wholly or in part, by force majeure to carry out its obligations, other than the obligations to make payment of amounts accrued and due hereunder at the time thereof, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by e-mail to the other parties within a reasonable time after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. Such cause shall so far as possible be remedied with all reasonable dispatch.

No party shall be liable in damages to the other for any act, omission, or circumstances occasioned by, or in consequence of force majeure, as defined in Company's Tariff for Gas Service, B.P.U.N.J. No. 11 Gas.

Such causes or contingencies affecting the performance by either party, however, shall not relieve it of liability unless such party shall give notice and full particulars of such cause or contingency in writing or by e-mail to the other party as soon as possible after the occurrence relied upon, nor shall such causes or contingencies affecting the performance by either party hereunder relieve it of liability in the event of its failure to use due diligence to remedy the situation, nor shall such causes or contingencies affecting the performance hereunder relieve the Aggregator/Marketer, Customer or Customer Group from their obligations to make payments of amounts then due hereunder in respect of all gas theretofore delivered.

- 13. <u>No Agency</u>. South Jersey will in no respect be deemed to be either the Aggregator's/Marketer's agent or representative nor any Customer's nor the Customer Group's agent or representative, for any purposes, and South Jersey shall not be responsible for making or carrying out any contracts or agreements for or related to this Agreement on behalf of the Aggregator/Marketer, or of a Customer or Customer Group.
- 14. <u>Hold Harmless</u>. Aggregator/Marketer and Customers agree to hold South Jersey harmless and indemnify Seller, its officers and directors, from any cost, disbursement, charge or liability (including attorneys' fees), or any claims, suits, judgments, demands, actions or liability, arising directly or indirectly from Aggregator/Marketer's acts or omissions under this Agreement or from the use of the Company's system by Aggregator/Marketer or a Customer or the Customer Group.
- 15. <u>Law to Govern and Forum.</u> This Agreement shall be interpreted in accordance with the laws of the State of New Jersey. Any dispute arising under this Agreement shall be subject to the jurisdiction of the Superior Courts of the State of New Jersey or federal courts within the State of New Jersey. South Jersey and Aggregator/Marketer agree that the Superior Courts of the State of New Jersey have personal jurisdiction over the parties and subject matter jurisdiction of the Agreement. Moreover, South Jersey and Aggregator/Marketer agree that as to actions in the Superior Court, venue is appropriate in either-Atlantic County or Camden County, New Jersey.

(Continued)

- 16. **<u>Binding Effect.</u>** This Agreement shall be binding upon the parties hereto, and their agents, successors and assigns.
- 17. **No Modification.** This Agreement supersedes and cancels any other agreement dealing with the same subject matter. This Agreement may not be modified, altered, or amended except by a written agreement, signed by the parties hereto.
- 18. **No Assignment.** This Agreement shall not be assigned or be assignable by the Aggregator/Marketer or a Customer or Customers without the consent in writing of the Company first obtained.
- 19. <u>Marketer Standards</u>. Notwithstanding any other requirements of this Aggregator/Marketer's Agreement, in order to operate as a Aggregator/Marketer on the Company's system, an Aggregator/Marketer must comply with all Board approved Marketer Standards.

SOUTH JERSEY GAS COMPANY

ATTEST:		
	By:(Name)	
	(Title)	
ATTEST:	(NAME OF AGGREGATOR/MARKETER)	
	By: (Name)	
	(Title)	

Issued November 29, 2013 by South Jersey Gas Company, J. DuBois, President

(Continued)

#### APPENDIX A

**	d made part of that certain Agreement dated, pended, and the same Agreement is incorporated into this Appendix A and A is dated
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)
(Name of Customer)	(Customer Account Number)

SOUTH JERSEY GAS COMPANY Schedule of Rate Components Appendix A - Effective October 1, 2014

RESIDENTIAL GAS SERVICE (RSG)						
RESIDENTIAL FIRM TRANS SERV (RSG FTS) - HEAT CUSTOMER.	BASE RATE	BGSS	OTHER RIDERS	<u>PUA</u>	NJ SALES TAX	TARIFF RATE
Customer Charge	9.00000				0.630000	9.630000
CIP			0.036500	0.000100	0.002600	0.039200
Delivery Charge: COST OF SERVICE	0.498637		0.001700	0.000000	0.034905	0.533542
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000900	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
BOC J BOT-OUT PRICE - Rate set monthly  Total	0.498637	0.047100	0.091800	0.000300	0.044505	0.682342
RESIDENTIAL FIRM SALES SERV (RSG FSS) - HEAT CUSTOMER						
Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.496600		0.001100	0.034800	0.532500
CIP			0.036500	0.000100	0.002600	0.039200
Delivery Charge: COST OF SERVICE	0.498637				0.034905	0.533542
TIC			0.001700	0.000000	0.000100	0.001800
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.00000	0.000000
EET			0.012300	0.000000	0.000000	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.498637	0.047100	0.091800	0.000300	0.044505	0.682342

			OTHER			Page 2
RESIDENTIAL FIRM TRANS SERV (RSG FTS) - NONHEAT CUSTOMER	BASE RATE	BGSS	RIDERS	<u>PUA</u>	NJ SALES TAX	TARIFF RATE
Customer Charge	9.000000				0.630000	9.630000
CP			(0.030300)	(0.000100)	(0.002100)	(0.032500)
Delivery Charge: COST OF SERVICE	0.498637		0.001700	0.000000	0.034905	0.533542
SEC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000900	0.013200
BSC "J" BJY-OUT PRICE - Rate set monthly		0.047100		0.000100	0.003300	0.050500
Total	0.498637	0.047100	0.091800	0.000300	0.044505	0.682342
RESIDENTIAL FIRM SALES SERV (RSG FSS) - NONHEAT CUSTOMER						
Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.496600		0.001100	0.034800	0.532500
CP			(0.030300)	(0.000100)	(0.002100)	(0.032500)
Delivery Charge: COST OF SERVICE	0.498637				0.034905	0.533542
TIC			0.001700	0.000000	0.000100	0.001800
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.00800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.00000	0.000900	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.498637	0.047100	0.091800	0.000300	0.044505	0.682342

GENERAL SERVICE (GSG)

GENERAL SERVICE FIRM TRANS (GSG FTS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	27.250000				1.907500	29.157500
CIP			0.036400	0.000100	0.002600	0.039100
Delivery Charge: COST OF SERVICE	0.398903				0.027923	0.426826
TIC			0.001700	0.00000	0.000100	0.001800
OLEP CLEP RAC Lor			0.040600	0.000100	0.002800	0.043500
USF Total SBC			0.077800	0.000200	0.005300	0.012600
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000000	0.013200
BSC "J" BS-1 BSC "J" BUY-OUT PRICE - Rate set monthly		0.047100		0.000100	0.003300	0.050500
Total	0.398903	0.047100	0.091800	0.000300	0.037523	0.575626

Append	Appendix A - Effective October 1, 2014	ober 1, 2014				7 0200
			OTHER			raye 4
GENERAL SERVICE FIRM SALES (GSG FSS) - Less than 5,000 Therms Annually	BASE RATE	BGSS	RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	27.250000				1.907500	29.157500
CIP			0.036400	0.000100	0.002600	0.039100
Basic Gas Supply Service (BGSS):		0.496600		0.001100	0.034800	0.532500
Delivery Charge: COST OF SERVICE	0.398903				0.027923	0.426826
TIC			0.001700	0.000000	0.000100	0.001800
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000000	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.398903	0.047100	0.091800	0.000300	0.037523	0.575626
GENERAL SERVICE FIRM SALES (GSG FSS) - 5,000 Therms Annually or Greater						
Customer Charge	27.250000				1.907500	29.157500
Basic Gas Supply Service (BGSS):						RATE SET MONTHLY
CIP			0.036400	0.000100	0.002600	0.039100
Delivery Charge: COST OF SERVICE	0.398903				0.027923	0.426826
TIC			0.001700	0.000000	0.000100	0.001800
CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.00000	0.000000	0.000000
EET			0.012300	0.000000	0.000900	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.398903	0.047100	0.091800	0.000300	0.037523	0.575626

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GENERAL SERVICE - LV FTS (GSG-LV-FT)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	150.000000				10.500000	160.500000
D-1 Demand Charge	9.000000				0.630000	9.630000
CIP			0.034700	0.000100	0.002400	0.037200
Delivery Charge: COST OF SERVICE	0.216751				0.015173	0.231924
TIC			0.001700	0.000000	0.000100	0.001800
SEC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000900	0.013200
BSC "J" BS-1 BSC "J" BUY-OUT PRICE - Rate set monthly		0.047100		0.000100	0.003300	0.050500
Total	0.216751	0.047100	0.091800	0.000300	0.024773	0.380724
GENERAL SERVICE FIRM SALES- LV (GSG-LV FSS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	150.000000				10.500000	160.500000
D-1 Demand Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):					-	RATE SET MONTHLY
CIP			0.034700	0.000100	0.002400	0.037200
Delivery Charge: COST OF SERVICE	0.216751				0.015173	0.231924
TIC			0.001700	0.000000	0.000100	0.001800
OLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.012300	0.000000	0.000900	0.013200
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.216751	0.047100	0.091800	0.000300	0.024773	0.380724

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COMPREHENSIVE TRANSPORTATION SERVICE (CTS)

COMPREHENSIVE FIRM TRANS SERV (CTS FTS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
<u>Firm</u> Customer Charge	600.00000				42.000000	642.000000
Delivery Charge: D-1 DEMAND CHARGE	27.421300				1.919500	29.340800
C-1 FT VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.033123				0.002319	0.035442
SEC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE	0.033123		0.090100	0.000200	0.008519	0.131942
BS-1 ALL THERMS BS-1 (Opt Out Provision) ALL THERMS BUY-OUT PRICE		0.011800		0.000000	0.000800 0.000200	0.012600 0.002700 RATE SET MONTHLY
<u>Limited Firm</u> Customer Charge	100.00000				7.000000	107.000000
Delivery Charge: C-1 FT VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.058400				0.004100	0.062500
OCLEP CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE	0.058400		0.090100	0.000200	0.010300	0.159000
BS-1 ALL THERMS BS-1 (Opt Out Provision) ALL THERMS BUY-OUT PRICE		0.011800		0.000000	0.000800 0.000200	0.012600 0.002700 RATE SET MONTHLY

# LARGE VOLUME SERVICE (LVS)

LARGE VOLUME FIRM TRANS SERV (LVS FTS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
<u>Firm</u> Customer Charge	900.000000				63.000000	963.000000
Delivery Charge: D-1 DEMAND CHARGE	14.884200				1.041900	15.926100
C-1 VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.033023				0.002312	0.035335
SBC: RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE	0.033023		0.090100	0.000200	0.008512	0.131835
BS-1 ALL THERMS BS-1 (Opt Out Provision) ALL THERMS BSC "1" CASH OUT CHARGE/(CREDIT)		0.011800		0.000000	0.000800	0.012600 0.002700 RATE SET MONTHLY
<u>Limited Firm</u> Customer Charge	100.000000				7.000000	107.000000
Delivery Charge: C-1 FT VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.094600				0.006600	0.101200
CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
Total G-1 VOLUMETRIC CHARGE	0.094600		0.090100	0.000200	0.012800	0.197700
BS·1 ALL THERMS BS·1 (Opt Out Provision) ALL THERMS BUY-OUT PRICE		0.011800		0.000000	0.000800	0.012600 0.002700 RATE SET MONTHLY

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LARGE VOLUME FIRM SALES SERV (LVS FSS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	900.000000				63.000000	963.000000
Basic Gas Supply Service (BGSS): C-2 BGSS						RATE SET MONTHLY
D-2 DEMAND CHARGE		14.471300		0.031800	1.015200	15.518300
Delivery Charge: D-1 DEMAND CHARGE	14.884200				1.041900	15.926100
C-1 VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.033023				0.002312	0.035335
SEC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE	0.033023	0.00000	0.090100	0.000200	0.008512	0.131835
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
<u>Limited Firm</u> Customer Charge	100.000000				7.000000	107.000000
Delivery Charge: C-1 FT VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.094600				0.006600	0.101200
OLEP CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE	0.0946	0.000000	0.090100	0.000200	0.012800	0.197700
BS-1 ALL THERMS BS-1 (Opt Our Provision) ALL THERMS BUY-OUT PRICE		0.011800		0.000000	0.000800	0.012600 0.002700 RATE SET MONTHLY

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ELECTRIC GENERATION SERVICE (EGS) Commercial/Industrial	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	25.000000				1.750000	26.750000
D-1 DEMAND	6.500000				0.455000	6.955000
Basic Gas Supply Service (BGSS):						RATE SET MONTHLY
Delivery Charge - Winter Season (Nov - Mar) COST OF SERVICE	0.113023				0.007912	0.120935
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
Balancing Charge BSC"J" BS-1		0.047100		0.000100	0.003300	0.050500
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE (FSS & FTS)	0.113023	0.047100	0.090100	0.000300	0.017412	0.267935
Delivery Charge - Summer Season (Apr - Oct) COST OF SERVICE	0.083023				0.005812	0.088835
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.00000	0.000900	0.013200
Balancing Charge BSC"J" BS-1		0.047100		0.000100	0.003300	0.050500
Total C-1 VOLUMETRIC CHARGE (FSS & FTS)	0.083023	0.047100	0.090100	0.000300	0.015312	0.235835

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ELECTRIC GENERATION SERVICE (EGS)	BASE RATE	BGSS	OTHER RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.496600		0.001100	0.034800	0.532500
Delivery Charge COST OF SERVICE	0.122100				0.008600	0.130700
SBC: CLEP RAC USF Total SBC			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800 0.005300	0.043500 0.027200 0.012600 0.083300
Balancing Charge BSC"J" BS-1		0.047100		0.000100	0.003300	0.050500
EET			0.012300	0.000000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE (FSS & FTS)	0.122100	0.047100	0.090100	0.000300	0.018100	0.277700

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ELECTRIC GENERATION SERVICE-LV (EGS-LV)	BASE RATE	BGSS	RIDERS	<u>PUA</u>	NJ SALES TAX	TARIFF RATE
Firm Customer Charge	180.00000				12.600000	192.600000
D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	19.089957				1.336297	20.426254
D-2 DEMAND BGSS(applicable to Sales Customers Only)		16.929200		0.037200	1.187700	18.154100
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE			0.090100	0.000200	0.006200	0.096500
C-2 BGSS BSC 1" CASH OUT CHARGE (CREDIT) BS-1 ALL THERMS BS-1 (Opt Our Provision) ALL THERMS		0.011800		0.000000	0.000800	RATE SET MONTHLY RATE SET MONTHLY 0.012600 0.002700
Limited Firm D-2 DEMAND BGSS(applicable to Sales Customers Only)		7.235600		0.015900	0.507600	7.759100
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.000000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE			0.090100	0.000200	0.006200	0.096500
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	0.162900				0.011400	0.174300
C-2 BGSS BSC "I" CASH OUT CHARGE (CREDIT) BS-1 ALL THERMS BS-1 (Opt Out Provision) ALL THERMS		0.011800		0.000000	0.000800	RATE SET MONTHLY RATE SET MONTHLY 0.012600 0.002700

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FIRM ELECTRIC SALES (FES)	BASE RATE	BGSS	RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Winter D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	2.897200				0.202800	3.100000
D-2 DEMAND BGSS(applicable to Sales Customers Only)		7.235600		0.015900	0.507600	7.759100
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.00000.0	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE			0.090100	0.000200	0.006200	0.096500
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	0.162900				0.011400	0.174300
C-4 Escalator Rate (To be determined as prescribed in the Company's Tariff) C-2 BGSS/COGC BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY RATE SET MONTHLY RATE SET MONTHLY
Summer D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	2.897200				0.202800	3.100000
D-2 DEMAND BGSS(applicable to Sales Customers Only)		7.235600		0.015900	0.507600	7.759100
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.000000	0.000900	0.013200
Total C-1 VOLUMETRIC CHARGE			0.090100	0.000200	0.006200	0.096500
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	0.162900				0.011400	0.174300
C-4 Escalator Rate (To be determined as prescribed in the Company's Tariff) C-2 BGSS/COGC BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY RATE SET MONTHLY RATE SET MONTHLY

NATURAL GAS VEHICLE (NGV)						Page 13
	BASE RATE	BGSS	RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Company Operated Fueling Stations						
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.000000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE	0.000000		0.090100	0.000200	0.006200	0.096500
Distribution Charge:	0.133800			0.000300	0.009400	0.143500
Compression Charge	0.542769			0.001194	0.038077	0.582040
Basic Gas Supply Service (BGSS):						RATE SET MONTHLY
Rider "I" - BS-1 ALL THERMS Rider "I" - BS-1 (Opt Out Provision) ALL THERMS Rider "J" - BS-1		0.011800 0.002500 0.047100		0.000000 0.000000 0.000100	0.000800 0.000200 0.003300	0.012600 0.002700 0.050500
Customer Operated Fueling Stations						
Service Charge 0 - 999 CF/hour 1,000 - 4,999 CF/hour 5,000 - 24,999 CF/hour 25,000 or Greater CF/hour	37.500000 75.000000 200.000000 600.000000				2.625000 5.250000 14.000000 42.000000	40.125000 80.250000 214.000000 642.000000
C-1 CLEP C-1 RAC C-1 USF			0.040600 0.025400 0.011800	0.000100 0.000100 0.000000	0.002800 0.001700 0.000800	0.043500 0.027200 0.012600
EET			0.012300	0.00000	0.000000	0.013200
Total C-1 VOLUMETRIC CHARGE			0.090100	0.000200	0.006200	0.096500
Distribution Charge:	0.133800			0.000300	0.009400	0.143500
Basic Gas Supply Service: (applicable Sales Customers only)						RATE SET MONTHLY
Rider "I" - BS-1 ALL THERMS Rider "I" - BS-1 (Opt Out Provision) ALL THERMS Rider "J" - BS-1		0.011800 0.002500 0.047100		0.000000 0.000000 0.000100	0.000800 0.000200 0.003300	0.012600 0.002700 0.050500

Sch	Schedule of Rate Components Appendix A - Effective October 1, 2014	components October 1, 2014				
INTERRUPTIBLE SERVICE, YARD & STREET LIGHTING						Page 14
	BASE RATE	BGSS	OTHER RIDERS	<u>PUA</u>	NJ SALES TAX	TARIFF RATE
INTERRUPTIBLE TRANSPORTATION (ITS) SERVICE CHARGE	100.00000				7.000000	107.000000
TRANS CHARGE A SBC: CLEP RAC USF Total SBC:	0.028400		0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000100	0.002800 0.001700 0.001700 0.008800 0.005300	0.030400 0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
TRANS CHARGE B	0.093200				0.006500	0.099700
CLEP RAC USF Total SBC:			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.00800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000900	0.013200
TRANS CHARGE C	0.153200				0.010700	0.163900
CLEP RAC USF Total SBC:			0.040600 0.025400 0.011800 0.077800	0.000100 0.000100 0.000000 0.000200	0.002800 0.001700 0.00800 0.005300	0.043500 0.027200 0.012600 0.083300
EET			0.012300	0.000000	0.000000	0.013200

			a di			Page 15
INTERRUPTIBLE GAS SALES (IGS)	BASE RATE	BGSS	RIDERS	PUA	NJ SALES TAX	TARIFF RATE
Commodity						Rate Set Monthly
SBC: RAC USF Total SBC:			0.025400 0.011800 0.037200	0.000100 0.000000 0.000100	0.001700 0.000800 0.002500	0.027200 0.012600 0.039800
EET			0.012300	0.000000	0.000900	0.013200
YARD LIGHTING SERVICE (YLS)						
MONTHLY CHARGE / INSTALL	7.178664	4.636800			0.827082	12.642546
STREET LIGHTING SERVICE (SLS)						
MONTHLY CHARGE / INSTALL	7.738706	6.955200			1.028573	15.722479

Heat Residential Rate Schedule:			
	RSG FSS	RSG-FTS	Difference
P000	0.5005	0.0000	0.5005
BGSS Cost of Service	0.5325 0.5335	0.0000 0.5335	0.5325
CLEP	0.0435	0.0435	0.0000
RAC	0.0433	0.0272	0.0000
TAC	0.0272	0.0000	0.0000
CIP	0.0392	0.0392	0.0000
USF	0.0392	0.0392	0.0000
TIC	0.0120	0.0018	0.0000
EET	0.0132	0.0132	0.0000
BSC "J" BS-1	0.0505	0.0505	0.0000
Price to Compare	1.2540	0.7215	0.5325
NonHeat Residential Rate Schedule:	_		
	RSG FSS	RSG-FTS	Difference
BGSS	0.5325	0.0000	0.5325
CIP	(0.0325)		0.5325 0.0000
Cost of Service	0.5335	0.5335	0.0000
CLEP	0.0435	0.0435	0.0000
RAC	0.0435	0.0435	0.0000
TAC	0.0272	0.0272	0.0000
USF	0.0000	0.0000	0.0000
TIC	0.0126	0.0126	0.0000
EET	0.0018	0.0018	0.0000
BSC "J" BS-1	0.0505	0.0132	0.0000
Price to Compare	1.1823	0.6498	0.5325
GSG (Under 5,000 therms annually)			
	GSG FSS	GSG-FTS	Difference
BGSS	0.5325	0.0000	0.5325
CIP	0.0391	0.0391	0.0000
Cost of Service	0.4268	0.4268	0.0000
CLEP	0.0435	0.0435	0.0000
RAC	0.0272	0.0272	0.0000
TAC	0.0000	0.0000	0.0000
USF	0.0126	0.0126	0.0000
TIC	0.0018	0.0018	0.0000
EET	0.0132	0.0132	0.0000
BSC "J" BS-1	0.0505	0.0505	0.0000
Price to Compare	1.1472	0.6147	0.5325
GSG	_		
(5,000 therms annually or greater)			
	GSG FSS	GSG-FTS	Difference
BGSS	0.5085	0.0000	0.5085
CIP	0.0391	0.0391	0.0000
Cost of Service	0.4268	0.4268	0.0000
CLEP	0.0435	0.0435	0.0000
RAC	0.0272	0.0272	0.0000
TAC	0.0000	0.0000	0.0000
USF	0.0126	0.0126	0.0000
TIC	0.0018	0.0018	0.0000
EET	0.0132	0.0132	0.0000
BSC "J" BS-1	0.0505	0.0505	0.0000
Price to Compare	1.1232	0.6147	0.5085
GSG-LV		Prior to 7/15/97	
	GSG-LV FSS	GSG-LV-FTS	Difference
BGSS	0.5085	0.0000	0.5085
CIP	0.0372	0.0372	0.0000
Cost of Service	0.2319	0.2319	0.0000
CLEP	0.0435	0.0435	0.0000
RAC	0.0272	0.0272	0.0000
TAC	0.0000	0.0000	0.0000
USF	0.0126	0.0126	0.0000
TIC	0.0120	0.0120	0.0000
EET	0.0018	0.0018	0.0000
BSC "J" BS-1	0.0505	0.0505	0.0000
Price to Compare	0.9264	0.4179	0.5085

#### APPLIANCE REPAIR SERVICE (ARS)

#### APPLICABLE TO USE OF SERVICE FOR:

Service pursuant to this Rate Schedule ARS, shall be available to all persons or other entities.

#### **CHARACTER OF SERVICE:**

Repair and servicing of appliances.

#### FLOOR RATES:

**Competitive Services:** 

Standard Rates: \$85.36 per hour (minimum charge - \$28.45) Non-Standard Rates: \$128.04 per hour (minimum charge - \$42.68)

**Non-Competitive Services:** 

Standard Rates: \$83.00 per hour (minimum charge - \$28.00) Non-Standard Rates: \$124.50 per hour (minimum charge - \$42.00)

#### PRICES:

**Competitive Services:** 

Standard Rates: \$124.95 per hour (minimum charge - \$59.00) Non-Standard Rates: \$187.43 per hour (minimum charge - \$88.50)

**Non-Competitive Services:** 

Standard Rates: \$83.00 per hour (minimum charge - \$28.00) Non-Standard Rates: \$124.50 per hour (minimum charge - \$42.00)

#### **SALES AND USE TAX:**

All charges pursuant to this Rate Schedule ARS shall be adjusted to reflect appropriate New Jersey Sales and Use Taxes.

#### FREE SERVICES:

Upon a customer's request, the Company will provide, without charge, certain services designated as Free Services, as set forth in Special Provision (d).

#### TERMS OF PAYMENT:

Payment of all bills must be received in full at the Company's designated office within fifteen (15) days of the billing date; provided, however, the Company shall take into account any postal service delays of which the Company is advised. If the fifteenth (15th) day falls on a nonbusiness day, the due date shall be extended to the next business day. Should the customer fail to make payment as specified, the Company

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# APPLIANCE REPAIR SERVICE (ARS) (continued)

may, beginning on the twenty-sixth (26th) day, assess simple interest at a rate equal to the prime rate as published in the Money Rates column in The Wall Street Journal. Service to State, county or municipal government entities will not be subject to a late payment charge.

#### LIMITS OF COVERAGE:

All equipment must be manufactured, installed and maintained in accordance with the National Fuel Gas Code; certified by the American Gas Association, the Underwriters Laboratories or similar natural gas industry trade organizations; installed in accordance with local, state, and federal law; and satisfy both manufacturer's and the Company's requirements for safe and proper installation. Our response time shall be determined by scheduling priorities that consider public safety, health and welfare, existing work loads, nature or science, and prevailing weather conditions.

#### **SPECIAL PROVISIONS:**

- (a) The Non-Standard Rates will be charged on weekends, holidays and other than normal working hours (8:00 a.m. to 4:30 p.m.). The Standard Rates will be charged at all other times.
- (b) The following list shall constitute Competitive Services

Repair of Hot Water Heater Repair of House Heater

(c) The following list shall constitute Non-Competitive Services:

Changed Location of Facilities Changed Location of Meter Changed Location of Service Installed Remote Meter Device

- (d) The following list shall constitute Free Services:
  - 1. Investigate appliance flashbacks.
  - 2. Inspecting new appliance and/or installation.
  - 3. Meter changes.
  - 4. Advisory service to assure safe operation of gas appliances.
  - 5. Turning on or turning off gas heaters when work is performed in conjunction with meter set orders, turn on order or turn off orders.
  - 6. Instructing customers in the proper use, operation and maintenance of appliances. Instructing heating customers in the procedure of turning on house heater.
  - 7. Any call made to place an appliance in a safe condition. A safe condition will result if a valve is shut off and/or the appliance is disconnected.
  - 8. Investigating gas leaks and odors.
  - 9. Meter turn offs.
  - 10. New equipment startup.

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# APPLIANCE REPAIR SERVICE (ARS) (continued)

- 11. Preliminary investigation for appliance installation.
- 12. Reported no gas or poor pressure.
- 13. Gas leak repairs at meter and upstream piping.
- 14. A service order which is canceled before the service person arrives or if it is canceled by the Company.
- 15. Carbon monoxide services.
- 16. Pilot light up services from November 1 through August 31 of each year.
- (e) The Company may not charge less than the Floor Rates set forth in the Floor Rates section of this Rate Schedule ARS, plus New Jersey Sales and Use Taxes.
- (f) The charges set forth in this Rate Schedule ARS are for labor only, and not for appliance repair parts. Repair parts associated with services under this Rate Schedule ARS shall not be priced below cost to the Company.