



Red Oak currently has a tolling agreement with TAQA whereby Red Oak, the owner of the electric generating facility has agreed to use the generating facility to convert the natural gas fuel provided by TAQA into electric energy for delivery back to TAQA. TAQA in turn, trades that energy on the PJM, LLC<sup>2</sup> wholesale energy market.

Red Oak currently receives natural gas distribution service from Public Service Electric and Gas Company ("PSE&G"). The initial term of Red Oak's current gas supply contract with an affiliate of PSE&G, Energy Resources & Trade ("PSEG ER&T"), and its current gas transportation agreement with PSE&G terminated on October 1, 2013; however, TAQA and PSEG ER&T have extended their existing supply contract terms for an additional year, through September 30, 2014.

The primary term of TAQA's gas transportation agreement with PSE&G expired as of October 1, 2013. A Board order issued November 22, 2013 granted relief to TAQA with respect to the discounted rate charged under this contract and directed PSE&G to continue to charge TAQA the rate it had been charged during the primary term of the contract at least until PSE&G files an appropriate notice to the Board proposing to change the rate.

According to the petition, based upon TAQA's inability to negotiate an acceptable extension of its gas transportation service agreement with PSE&G and acceptable contract terms for supply with PSEG ER&T, TAQA explored the potential by-pass of PSE&G's natural gas distribution system, as well as termination of the natural gas supply contract with PSEG ER&T, to obtain gas supply and transportation on more economically favorable terms.

During the spring of 2012, TAQA representatives contacted NJNG to inquire if NJNG would be willing to provide natural gas distribution service to the Red Oak generating station and to provide gas supply service to TAQA. TAQA had also contacted the Transcontinental Gas Pipeline Company ("Transco") to determine the feasibility of directly interconnecting with the Transco interstate pipeline system which is also in close proximity to the Red Oak property, although not as close as NJNG's gas transmission facilities.

### **SUMMARY OF KEY TERMS OF THE GAS SERVICE AGREEMENT<sup>3</sup>**

The GSA includes the following provisions:

TAQA shall purchase and NJNG shall provide Firm Transportation ("FT") Service at the quantity, delivery and receipt points and pricing set forth in the GSA. The FT Service shall be provided pursuant to Service Classification – FT, the Standard Terms and Conditions and all applicable Riders in the Tariff, and all other terms, conditions and limitations in the GSA, including without limitation the Rates and Charges set forth in Exhibit A of the GSA.

In lieu of the FT rates and charges set forth in NJNG's Tariff, TAQA shall pay monthly demand charges, operational balancing, other variable charges and Pass Through Charges as specifically set forth in Exhibit A and Article 9. The negotiated rates or charges set forth on Exhibit A and Article 9 shall supersede and replace the rates or

<sup>2</sup> PJM, LLC is the regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including New Jersey.

<sup>3</sup> A redacted GSA is attached to the petition as Exhibit A.

charges set forth in the Tariff and, except as otherwise set forth in the GSA, there shall be no other costs or charges to TAQA pursuant to the GSA.

TAQA shall deliver to NJNG at the citygate(s) for transportation a maximum daily quantity of 156,960 dekatherms ("Dth") of natural gas for redelivery by NJNG to the Delivery Point, Red Oak.

TAQA is responsible for the entire actual cost of the Attachment Facilities and the monthly demand charge will recover those costs from TAQA.

NJNG shall have the right, upon reasonable notice, to suspend, curtail or discontinue its service to TAQA for purposes of making repairs, changes, replacements, or improvements in any part of its system; for compliance in good faith with any governmental order or directive, whether Federal, State, Municipal, or otherwise, even if such order or directive subsequently is held to be invalid; and in the event of an emergency threatening the integrity of its system if, in NJNG's sole judgment, such action will prevent or lessen the emergency condition.

The GSA provides that service shall be interrupted based on temperature conditions and under any other condition(s) when such interruption is required to maintain service to the companies' firm customers.<sup>4</sup>

The GSA is effective through September 30, 2022.

### **PROCEDURAL HISTORY**

By Order dated September 18, 2013, the Board retained the petition and appointed Commissioner Holden as Presiding Officer to rule on all motions that may have arisen during the pendency of the proceeding and to modify any schedules that may be set as necessary to secure a just and expeditious determination of the issues.

The Company responded to initial discovery from Rate Counsel. NJNG and TAQA responded to initial discovery from BPU Staff. On October 8, 2013, a Technical Conference was convened by Board Staff to discuss the GSA with the parties. The following parties participated in the Technical Conference: NJNG, TAQA, Rate Counsel and Board Staff. During the Technical Conference, several informal discovery requests were made to which the Company responded as well as subsequent responses to further informal requests from Rate Counsel. On October 25, 2013, a follow-up conference call was held to discuss the GSA.

Following settlement discussions among representatives from NJNG, TAQA, Rate Counsel, and Board Staff("the Parties"), to address resolution of this petition, the Parties have reached agreement and entered into a Stipulation of Settlement ("Stipulation") which was executed on November 27, 2013. The key elements of the Stipulation are summarized below.

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<sup>4</sup> See Article 3, subsections 3.1.2 , 3.1.2.1 and 3.2.

## STIPULATION<sup>5</sup>

The Parties agree that the GSA is in the public interest and the Parties recommend that the Board approve the GSA regarding gas distribution service charges and related gas distribution terms and conditions as set forth in the GSA and as modified herein.

The Parties reserve their rights to review the natural gas commodity transactions associated with supplying TAQA in the Company's next Basic Gas Supply Service annual filing or other appropriate proceeding.

The Parties agree that the Board should approve the GSA with the following modification: Section 9.2.1; the "50,000 Dth" is changed to "25,000 Dth" to be consistent with the maximum daily Operational Balancing Account injection quantity defined in Section 9.2.3. NJNG will file with the Board and provide the Parties, within 15 business days of the Board's Order, an amended GSA incorporating this modification for their records.

Service to TAQA under the GSA will not be subject to the Fuel Use and Unaccounted for Gas adjustment in Service Classification – MBR. NJNG agrees to perform an analysis of any potential losses, fuel use, and unaccounted for gas associated with serving the Red Oak facility once gas distribution services commences up to the month prior to the first month of the test year of the Company's next base rate case proceeding which filing is to occur on or before November 15, 2015. The Company will provide such analysis to Rate Counsel and Board Staff as part of the next base rate case proceeding.

Any delivery margin received by NJNG from TAQA for any monthly gas deliveries above an average of 110,000 Dth per day will be shared between the Company and ratepayers on an equal, i.e., 50/50 basis. The monthly base quantity for determining sharing is shown on Attachment 1 of the Stipulation. Sharing will be applicable for the period between the commencement of natural gas distribution service to Red Oak and ending with the month prior to the first month of the test year of the Company's next base rate case proceeding which filing is to occur on or before November 15, 2015.

On a monthly basis, the Company will track, record and defer 50% of the delivery margin for any monthly gas deliveries above the corresponding monthly amount on Attachment 1 beginning with the first month that natural gas distribution service commences to TAQA and ending on the last full month before the first month of the test year of the Company's next base rate case. The Company will credit back to ratepayers the deferred margin in the Company's next base rate case over a period to be determined at that time. As part of the NJNG accounting process, the Parties recommend that the Board authorize NJNG to record and defer on its balance sheet 50% of the delivery margin for monthly gas deliveries. The delivery margin sharing will be subject to review in the next base rate case.

Should TAQA and NJNG determine that they wish to extend the GSA beyond September 30, 2022, they will file notice with the Secretary of the Board and Rate Counsel by June 1, 2022 indicating such intention.

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<sup>5</sup> Although summarized in this Order, should there be a conflict between the summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions of this Order.

The GSA contains certain confidential information regarding pricing and terms of service, which if disclosed would give competitors an unfair advantage. Therefore the Parties recommend that the Board approve the request for a Protective Order for the term of the GSA.

**DISCUSSION AND FINDINGS**

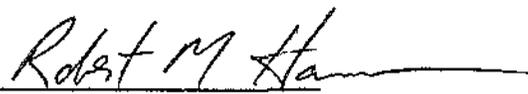
Having reviewed the record herein, including the petition, the Stipulation entered into by the Parties and the discovery submitted herein, the Board **HEREBY FINDS** that the Stipulation is reasonable, in the public interest, and in accordance with law. The GSA provides benefits for TAQA, NJNG and ratepayers by requiring a sharing of delivery margins while ensuring that TAQA, and not ratepayers, pays the costs associated with NJNG's provision of service to Red Oak. Therefore, the Board **HEREBY ADOPTS** the Stipulation as its own, as if fully set forth herein.

In accordance with the Stipulation, the Board **HEREBY AUTHORIZES** NJNG to record and defer on its balance sheet 50% of the delivery margin for monthly gas deliveries. The delivery margin sharing will be subject to review in the Company's next base rate case.

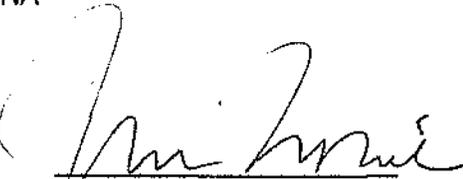
With respect to the request for confidential treatment of certain information that is claimed to be commercially sensitive or proprietary, the Board **FINDS** that this issue should be decided by the Board's Custodian of Records pursuant to the Board's regulations, if and when a request for release of such data is made under the Open Public Records Act pursuant to N.J.A.C. 14:1-12.

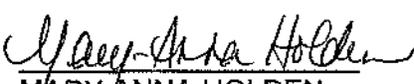
DATED: 12/18/13

BOARD OF PUBLIC UTILITIES  
BY:

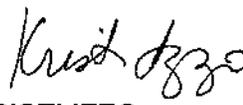
  
ROBERT M. HANNA  
PRESIDENT

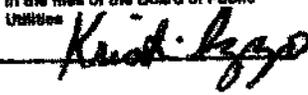
  
JEANNE M. FOX  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
MARY-ANNA HOLDEN  
COMMISSIONER

  
DIANNE SOLOMON  
COMMISSIONER

ATTEST:  
  
KRISTI IZZO  
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities  


IN THE MATTER OF THE PETITION OF NEW JERSEY NATURAL GAS COMPANY FOR (1)  
APPROVAL OF A GAS SERVICE AGREEMENT BETWEEN TAQA GEN-X, LLC AND NEW  
JERSEY NATURAL GAS COMPANY AND (2) A PROTECTIVE ORDER AND EXEMPTION  
FROM PUBLIC DISCLOSURE OF CONFIDENTIAL INFORMATION  
DOCKET NO. GR13010059

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**STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES**

<b>IN THE MATTER OF THE PETITION OF</b>	)	
<b>NEW JERSEY NATURAL GAS COMPANY</b>	)	
<b>FOR (1) APPROVAL OF A GAS SERVICE AGREEMENT</b>	)	<b>DOCKET NO.</b>
<b>BETWEEN TAQA GEN-X, LLC AND NEW JERSEY</b>	)	<b>GR13010059</b>
<b>NATURAL GAS COMPANY AND (2) A PROTECTIVE</b>	)	
<b>ORDER AND EXEMPTION FROM PUBLIC</b>	)	
<b>DISCLOSURE OF CONFIDENTIAL INFORMATION</b>	)	

**STIPULATION**

**APPEARANCES:**

**Andrew K. Dembia, Esq.**, New Jersey Natural Gas Company for the Petitioner, New Jersey Natural Gas Company

**Sarah H. Steindel, Esq.** and **James W. Glassen, Esq.**, Assistant Deputy Rate Counsels, New Jersey Division of Rate Counsel (**Stefanie A. Brand, Esq.**, Director)

**Steven S. Goldenberg, Esq.**, Fox Rothschild, LLP, and **Paul Forshay, Esq.**, Sutherland Asbill & Brennan LLP, on behalf of TAQA GEN-X, LLC

**Veronica Beke** and **Alex Moreau**, Deputy Attorneys General, for the Staff of the New Jersey Board of Public Utilities (**John J. Hoffman**, Acting Attorney General of New Jersey)

**BACKGROUND**

1. On January 25, 2013, New Jersey Natural Gas Company ("NJNG" or the "Company") filed a petition in Docket No. GO13010059 requesting that the New Jersey Board of Public Utilities ("Board" or "BPU") pursuant to N.J.S.A. 48:2-13, 48:2-21 and 48:2-23 approve (1) a Gas Service Agreement ("GSA") between NJNG and TAQA GEN-X, LLC

("TAQA") and (2) a Protective Order and exemption from disclosure of certain confidential information pursuant to N.J.S.A. 47:1A et seq.

2. Under the terms of the GSA, the Company will provide gas distribution service to Red Oak Power, LLC ("Red Oak"), located in the Borough of Sayreville, Middlesex County, New Jersey ("Borough").<sup>1</sup>
3. Red Oak currently has a tolling agreement with TAQA whereby Red Oak, the owner of the electric generating facility has agreed to use the generating facility to convert the natural gas fuel provided by TAQA into electric energy for delivery back to TAQA. TAQA in turn, trades that energy on the PJM, LLC<sup>2</sup> wholesale energy market.
4. Red Oak currently receives natural gas distribution service from Public Service Electric and Gas Company ("PSE&G"). The initial term of Red Oak's current gas supply contract with an affiliate of PSE&G, Energy Resources & Trade ("PSEG ER&T"), and its current gas transportation agreement with PSE&G terminated on October 1, 2013, however TAQA and PSEG ER&T have extended their existing supply contract terms for an additional year, through September 30, 2014.
5. TAQA had a gas transportation service agreement with PSE&G which provided a discounted rate for the provision of interruptible transportation service by PSE&G. By letter dated September 27, 2012, PSE&G notified TAQA that this gas transportation service agreement would be terminated as of October 1, 2013. Currently, TAQA's rate for transportation service has increased to PSE&G's full Rate Schedule TSG-NF, excluding sales and use tax. The current rate for service under Rate Schedule TSG-NF is

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<sup>1</sup> Under a separate petition, in BPU Docket No. GE12121084, the Board issued a Decision and Order on August 21, 2013 approving the municipal consent granted by the Borough to NJNG allowing it to provide gas service to the Red Oak facility.

<sup>2</sup> PJM, LLC is the regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including New Jersey.

six times greater than TAQA's previously discounted transportation rate, and has increased TAQA's annual transportation costs from \$4.5 million in 2012 to approximately \$16 million.

6. Based upon TAQA's inability to negotiate an acceptable extension of its gas transportation service agreement with PSE&G and its gas supply agreement with PSEG ER&T, TAQA explored the potential by-pass of PSE&G's natural gas distribution system, as well as termination of the natural gas supply contract with PSEG ER&T, in order to obtain gas supply and transportation on more economically favorable terms.
7. During the spring of 2012, TAQA representatives contacted NJNG to inquire if NJNG would be willing to provide natural gas distribution service to the Red Oak generating station and to provide gas supply service to TAQA. TAQA had also contacted the Transcontinental Gas Pipe Line Company, LLC ("Transco") to determine the feasibility of directly interconnecting with the Transco interstate pipeline system which is also in close proximity to the Red Oak property, although not as close as NJNG's gas transmission main.

#### **Summary of Gas Service Agreement**

8. The GSA includes the following provisions:
  - a. TAQA shall purchase and NJNG shall provide Firm Transportation ("FT") Service at the quantity, delivery and receipt points and pricing set forth in the GSA. The FT Service shall be provided pursuant to Service Classification – FT, the Standard Terms and Conditions and all applicable Riders in the Tariff, and all other terms, conditions and limitations in the GSA, including without limitation the Rates and Charges set forth in Exhibit A of the GSA.

- b. In lieu of the FT rates and charges set forth in NJNG's Tariff, TAQA shall pay monthly demand charges, operational balancing, other variable charges and Pass Through Charges as specifically set forth in Exhibit A and Article 9. The negotiated rates or charges set forth on Exhibit A and Article 9 shall supersede and replace the rates or charges set forth in the Tariff and, except as otherwise set forth in the GSA, there shall be no other costs or charges to TAQA pursuant to the GSA. NJNG's agreement with TAQA for FT Service at discounted rates is based on TAQA's ability to take service directly from Transco.
- c. TAQA shall deliver to NJNG at the Citygate(s) for transportation a maximum daily quantity of 156,960 dekatherms ("Dth") of natural gas for redelivery by NJNG to the Delivery Point, Red Oak.
- d. TAQA is responsible for the entire actual cost of the Attachment Facilities and the monthly demand charge will recover those costs from TAQA.
- e. NJNG shall have the right, upon reasonable notice, to suspend, curtail or discontinue its service to TAQA for purposes of making repairs, changes, replacements, or improvements in any part of its system; for compliance in good faith with any governmental order or directive, whether Federal, State, Municipal, or otherwise, even if such order or directive subsequently is held to be invalid; and in the event of an emergency threatening the integrity of its system if, in NJNG's sole judgment, such action will prevent or lessen the emergency condition.
- f. The GSA is effective through September 30, 2022.

## Procedural History

9. By Order dated September 18, 2013, the Board retained the petition and appointed Commissioner Holden as Presiding Officer to rule on all motions that may have arisen during the pendency of the proceeding and to modify any schedules that may be set as necessary to secure a just and expeditious determination of the issues.
10. The Company responded to initial discovery from Rate Counsel. NJNG and TAQA responded to initial discovery from BPU Staff. On October 8, 2013, a Technical Conference was convened by Board Staff to discuss the GSA with the parties. The following parties participated in the Technical Conference: NJNG, TAQA, Rate Counsel and Board Staff. During the Technical Conference, several informal discovery requests were made to which the Company responded as well as subsequent responses to further informal requests from Rate Counsel. On October 25, 2013, a follow-up conference call was held to discuss the GSA.
11. Following settlement discussions among representatives from NJNG, TAQA, Rate Counsel, and Board Staff (collectively, "the Parties"), to address resolution of this petition, the Parties have reached the following agreement.

Specifically, in consideration of the terms, covenants, conditions and agreements contained herein, it is hereby **STIPULATED AND AGREED** by representatives of NJNG, TAQA, BPU Staff and Rate Counsel (the "Parties") as follows:

### STIPULATED ISSUES

12. The Parties agree the GSA is in the public interest and recommend that the Board approve the GSA regarding gas distribution service charges and related gas distribution terms and conditions as set forth in the GSA and as modified herein. The Parties reserve their rights to review the natural gas commodity transactions associated with supplying TAQA in the Company's next Basic Gas Supply Service annual filing or other appropriate proceeding.
13. The Parties agree that the Board approve the GSA with the following modification: Section 9.2.1: the "50,000 Dth" is changed to "25,000 Dth" to be consistent with the maximum daily Operational Balancing Account injection quantity defined in Section 9.2.3. NJNG will file with the Board and provide the Parties, within 15 business days of the Board's Order, an amended GSA incorporating this modification for their records.
14. The Parties agree that service under the GSA will not be subject to the Fuel Use and Unaccounted for Gas adjustment in Service Classification – MBR. NJNG agrees to perform an analysis of any potential losses, fuel use, and unaccounted for gas associated with serving the Red Oak facility once gas distribution services commences up to the month prior to the first month of the test year of the Company's next base rate case proceeding which filing is to occur on or before November 15, 2015. The Company will provide such analysis to Rate Counsel and Board Staff as part of the next base rate case proceeding.
15. The Parties agree that any delivery margin received by NJNG from TAQA for any monthly gas deliveries above an average of 110,000 Dth per day will be shared between

the Company and ratepayers on an equal basis, i.e., 50/50 basis. The monthly base quantity for determining sharing is shown on Attachment 1. Sharing will be applicable for the period between the commencement of natural gas distribution service to Red Oak and ending with the month prior to the first month of the test year of the Company's next base rate case proceeding which filing is to occur on or before November 15, 2015. On a monthly basis, the Company will track, record and defer 50% of the delivery margin for any monthly gas deliveries above the corresponding monthly amount on Attachment 1 beginning with the first month that natural gas distribution service commences to TAQA and ending on the last full month before the first month of the test year of the Company's next base rate case. The Company will credit back to ratepayers the deferred margin in the Company's next base rate case over a period to be determined at that time. As part of the NJNG accounting process, the Parties recommend that the BPU authorize NJNG to record and defer on its balance sheet 50% of the delivery margin for monthly gas deliveries. The delivery margin sharing will be subject to review in the next base rate case.

16. The Parties agree that, should TAQA and NJNG determine that they wish to extend the GSA beyond September 30, 2022, they will file notice with the Secretary of the Board and Rate Counsel by June 1, 2022 indicating such intention.
17. The Parties further agree that the GSA contains certain confidential information regarding pricing and terms of service, which if disclosed would give competitors an unfair advantage. Therefore the Parties recommend that the Board approve the request for a Protective Order for the term of the GSA.

18. This Stipulation represents a mutual balancing of interests, contains interdependent provisions, and, therefore, is intended to be accepted and approved in its entirety. In the event any particular aspect of this Stipulation is not accepted and approved in its entirety by the Board, any Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the Board, in any applicable Order(s), then any Party hereto is free to pursue its then available legal remedies with respect to all issues addressed in this Stipulation as though this Stipulation had not been signed.
19. The Parties agree that they consider the Stipulation to be binding on them for all purposes herein.
20. It is specifically understood and agreed that this Stipulation represents a negotiated agreement and has been made exclusively for the purpose of these proceedings. Except as expressly provided herein, NJNG, TAQA, Board Staff, and Rate Counsel 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. All rates are subject to audit by the Board. The Parties further acknowledge that a Board Order approving this Stipulation will become effective upon the service of said Board Order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.

WHEREFORE, the Parties hereto respectfully submit this Stipulation and request that the Board issue a Decision and Order approving it in its entirety, in accordance with the terms hereof, as soon as reasonably possible.

NEW JERSEY NATURAL GAS  
PETITIONER

By: *Andrew K. Dembia*  
ANDREW K. DEMBIA, ESQ.  
New Jersey Natural Gas

TAQA Gas-X, LLC

By: *Steven S. Goldenberg*  
STEVEN S. GOLDENBERG, ESQ.  
Fox, Rothschild, LLP

DIVISION OF RATE COUNSEL  
STEFANIE BRAND, ESQ.  
DIRECTOR

By: *Sarah H. Steindel*  
SARAH H. STEINDEL, ESQ.  
ASSISTANT DEPUTY RATE COUNSEL

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorneys for Staff of the Board of Public Utilities

By: *Veronica A. Beke*  
VERONICA A. BEKE  
DEPUTY ATTORNEY GENERAL

Date: *11-27-13*

# ATTACHMENT 1

## Red Oak Monthly Benchmark for Delivery Charge Margin Sharing<sup>3</sup>

Annual Usage = 110,000 Dth per day \* 365 days = 40,150,000 Dth

<u>Month</u>	<u>Dth (assuming average day of 110,000 Dth)</u>
October	3,422,310
November	3,382,088
December	3,663,214
January	2,758,458
February	3,141,902
March	3,822,026
April	3,088,601
May	2,950,558
June	3,069,034
July	3,610,654
August	3,709,292
September	3,531,862
	<hr/>
	40,150,000

<sup>3</sup> Margin sharing is applicable and commences the month TAQA receives gas distribution service from NJNG and ends the month prior to the first month of the test year for the Company's next base rate proceeding to be filed on or before November 15, 2015.