

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 1**

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**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**

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**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**

# **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 2**

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**SOUTH JERSEY GAS COMPANY**

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**Original Sheet No. 3**

**LIST OF COMMUNITIES SERVED**

**ATLANTIC COUNTY**

Absecon, City of  
Atlantic City  
Brigantine City  
Buena Boro  
Buena Vista Township  
Egg Harbor City  
Egg Harbor Township  
Estell Manor, City of  
Folsom Boro  
Galloway Township  
Hamilton Township

Hammonton, Town of  
Linwood, City of  
Longport Boro  
Margate City  
Mullica Township  
Northfield, City of  
Pleasantville, City of  
Port Republic, City of  
Somers Point, City of  
Ventnor City  
Weymouth Township

**BURLINGTON COUNTY**

Evesham Township  
Medford Lakes Boro  
Medford Township

Shamong Township  
Tabernacle Township  
Woodland Township

**CAMDEN COUNTY**

Barrington Boro  
Berlin Boro  
Berlin Township  
Cherry Hill Township  
Chesilhurst Boro  
Clementon Boro  
Gibbsboro Boro  
Gloucester Township  
Hi-Nella Boro  
Laurel Springs Boro

Lawnside Boro  
Lindenwold Boro  
Magnolia Boro  
Pine Hill Boro  
Runnemede Boro  
Somerdale Boro  
Stratford Boro  
Voorhees Township  
Waterford Township  
Winslow Township

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 4**

**LIST OF COMMUNITIES SERVED**

(Continued)

**CAPE MAY COUNTY**

Avalon Boro  
Cape May City  
Cape May Point Boro  
Dennis Township  
Lower Township  
Middle Township  
North Wildwood City  
Ocean City

Sea Isle City  
Stone Harbor Boro  
Upper Township  
West Cape May Boro  
West Wildwood Boro  
Wildwood City  
Wildwood Crest Boro  
Woodbine Boro

**CUMBERLAND COUNTY**

Bridgeton, City of  
Commercial Township  
Deerfield Township  
Downe Township  
Fairfield Township  
Greenwich Township  
Hopewell Township

Lawrence Township  
Maurice River Township  
Millville, City of  
Shiloh Boro  
Stow Creek Township  
Upper Deerfield Township  
Vineland, City of

**GLOUCESTER COUNTY**

Clayton Boro  
Deptford Township  
East Greenwich Township  
Elk Township  
Franklin Township  
Glassboro Boro  
Greenwich Township  
Harrison Township  
Logan Township  
Mantua Township  
Monroe Township

Newfield Boro  
Paulsboro Boro  
Pitman Boro  
South Harrison Township  
Swedesboro Township  
Washington Township  
Wenonah Boro  
West Deptford Township  
Woodbury, City of  
Woodbury Heights Boro  
Woolwich Township

**SALEM COUNTY**

Alloway Township  
Carneys Point Township  
Elmer Boro  
Elsinboro Township  
Mannington Township  
Oldmans Township  
Penns Grove Boro

Pennsville Township  
Pilesgrove Township  
Pittsgrove Township  
Quinton Township  
Salem, City of  
Upper Pittsgrove  
Woodstown Boro

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SOUTH JERSEY GAS COMPANY

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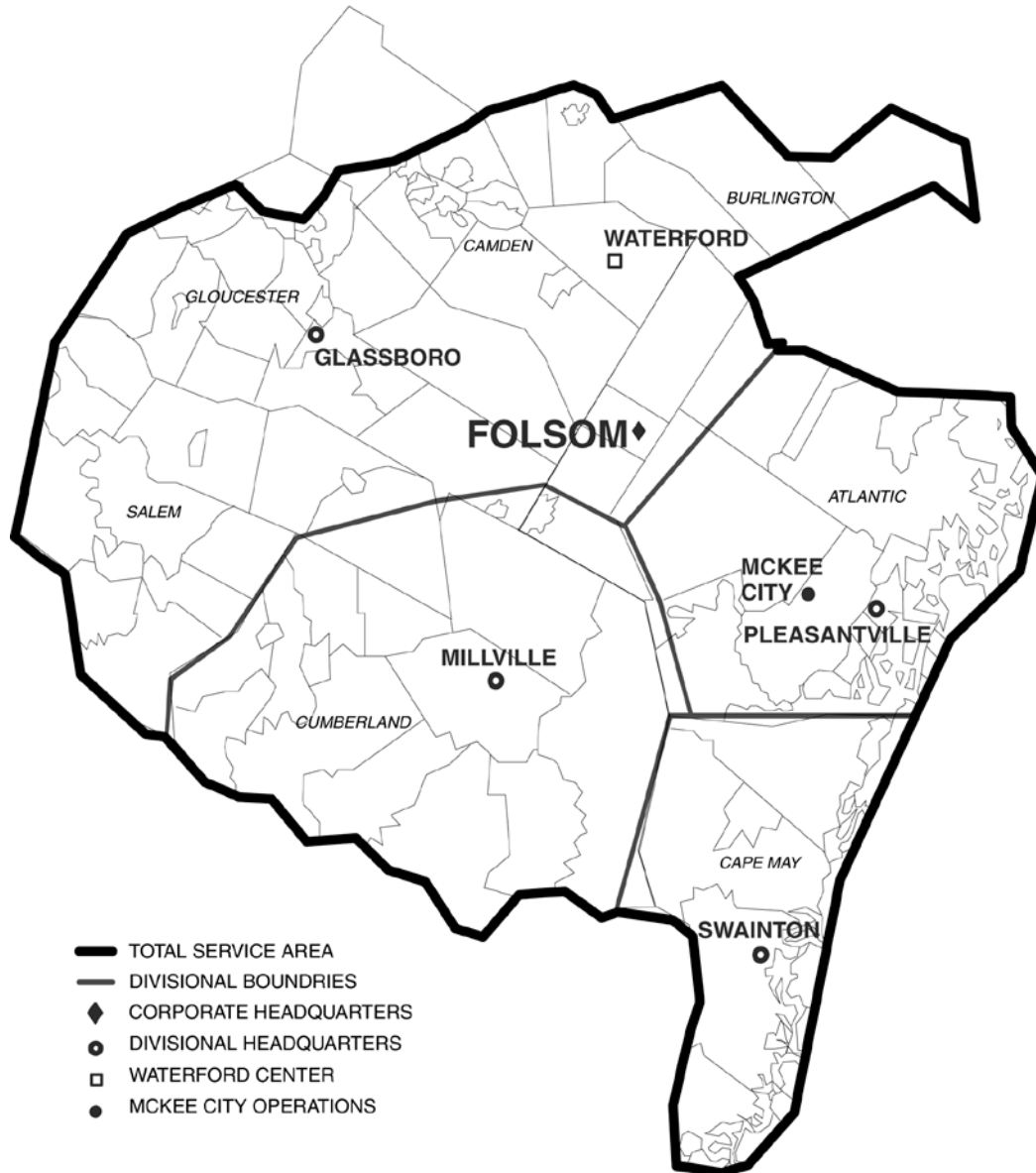
Original Sheet No. 5



**South Jersey Gas**

*Where we put all of our energy®*

Service Area and  
Divisional Boundries



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## **SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 6  
Superseding Fifth Revised Sheet No. 6**

### **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:** <sup>(1)</sup>

**Customer Charge:** \$9.6300 per month

#### **Delivery Charge:**

(a) All consumption for customers who elected to transfer from Firm Sales Service to Firm Transportation Service \$ .648120 per therm

(b) All consumption for customers who elect Firm Sales Service \$ .648120 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.

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1) Please refer to Appendix A for components of Monthly Rates and Price to Compare

**Issued September 23, 2016  
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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 7**

**RESIDENTIAL SERVICE (RSG)**

(Continued)

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 (I).

**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.

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 8**

### **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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 9**

**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.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 10  
Superseding Fifth Revised Sheet No. 10**

**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:** <sup>(1)</sup>

**Customer Charge:**

\$29.1575 per month

**Delivery Charges:**

- |     |   |            |                     |
|-----|---|------------|---------------------|
| (a) | All consumption for customers who elected to transfer from Sales Service to Firm Transportation Service | All therms | \$.535939 per therm |
|     |   |            |                     |
| (b) | All consumption for customers who elect Firm Sales Service  | All therms | \$.535939 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).

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

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 11**

**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.

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## **SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 12**

### **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.

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 13**

### **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 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.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 14  
Superseding Fifth Revised Sheet No. 14**

**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:** <sup>(1)</sup>

**Customer Charge:**

\$160.50 per month

**Delivery Charges:**

- (a) All consumption for customers who elected to transfer from Sales Service to Firm Transportation Service <sup>(2)</sup>

Demand Charge:

D-1FT: \$9.630000 per Mcf of Contract Demand

Volumetric Charge:

C-1FT: \$.334376 per therm

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

Demand Charge:

D-1: \$9.630000 per Mcf of Contract Demand

Volumetric Charge:

C-1: \$.334376 per therm

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<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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 15**

**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 (l) 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.

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

**Effective with service rendered  
on and after October 1, 2104**

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

## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 16**

### **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.

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

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 17**

**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 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.

**Issued November 29, 2013  
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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 18**

**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.

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

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 19  
Superseding Fifth Revised Sheet No. 19**

**COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

**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:** <sup>(1)</sup>

**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 \$ .085175 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 \$ .105729 per therm

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

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 20**

**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.

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

Effective with service rendered  
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Filed pursuant to Order in Docket No. GR13111137 of the Board of  
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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 21**

**COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

(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.

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J. DuBois, President**

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Public Utilities, State of New Jersey, dated September 30, 2014**

## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 22**

### **COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

(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 Limited Firm 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

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Issued November 29, 2013  
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J. DuBois, President

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Public Utilities, State of New Jersey, dated September 30, 2014

## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 23**

### **COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

(Continued)

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 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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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 24**

### COMPREHENSIVE TRANSPORTATION SERVICE (CTS)

(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, inter alia, 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 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.

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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 25**

**COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

(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 be the Company-wide line loss percentage.

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 26**

### **COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

(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.

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Public Utilities, State of New Jersey, dated September 30, 2014**

**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 27**  
**Superseding Fifth Revised Sheet No. 27**

**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:** <sup>(1)</sup>

**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: \$.081823 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: \$.081823 per therm

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

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**Issued September 23, 2016**  
**by South Jersey Gas Company,**  
**J. DuBois, President**

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**Effective with service rendered**  
**on and after October 1, 2016**

**Filed pursuant to Orders in Docket Nos. GR16040387 and ER16060583 of the Board of**  
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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 28  
Superseding Fifth Revised Sheet No. 28**

**LARGE VOLUME SERVICE (LVS)**  
(continued)

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

Demand Charge:

D-2: \$15.958901 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: \$.144429 per therm

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

Volumetric Charge:

C-1FT: \$.144429 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).

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**SOUTH JERSEY GAS COMPANY**

**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.

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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 30**

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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 31**

### **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 Gas Daily 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 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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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 32**

**LARGE VOLUME SERVICE (LVS)**

(Continued)

- (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.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 33  
Superseding Fifth Revised Sheet No. 33**

**FIRM ELECTRIC SERVICE (FES)**

**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** <sup>(1) (2)</sup>

**WINTER (November – March):**

**Demand Charge:**

- D-1 \$3.100000 per Mcf of Winter Daily Contract Demand
- D-2 \$7.979450 per Mcf of Daily Billing Determinant or \$0 for Firm Transportation customers

**Volumetric Charge:**

- C-1: \$.043229 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"
  - C-3: \$.174300 per therm of consumption
  - 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:**

- D-1 \$3.1000 per Mcf of Summer Daily Contract Demand
- D-2 \$7.979450 per Mcf of Daily Billing Determinant or \$0 for Firm Transportation customers

**Volumetric Charge:**

- C-1: \$.043229 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"
- C-3: \$.174300 per therm of consumption
- C-4: Escalator Rate – Charge may change monthly pursuant to Standard Gas Service Addendum.

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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)

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**Issued September 23, 2016  
by South Jersey Gas Company,  
J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 34**

**FIRM ELECTRIC SERVICE (FES)**

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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 35**

### **FIRM ELECTRIC SERVICE (FES)**

(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

**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 36**

### **FIRM ELECTRIC SERVICE (FES)**

(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 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.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 37**

**FIRM ELECTRIC SERVICE (FES)**

(Continued)

- (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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 38**

**FIRM ELECTRIC SERVICE (FES)**

(Continued)

- (q) The customer shall indicate in the Standard Gas Service Agreement (FES) the maximum 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 than 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 than the maximum penalty charge for unauthorized daily overruns as provided 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.
- (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  $(30.4 \times \text{Therm Factor} \times 10)$ .
- (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.

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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 39**

**FIRM ELECTRIC SERVICE (FES)**

(Continued)

- (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.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 40  
Superseding Fifth Revised Sheet No. 40**

**ELECTRIC GENERATION SERVICE (EGS)**

**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:** <sup>(1)(2)</sup>

**Residential Customer Charge:**

\$9.630000 per month

**Residential Delivery Charge**

**Residential Volumetric Charge:** \$.224429 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 \$.220173 per therm

All Consumption for Firm Transportation Service \$.220173 per therm

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<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.

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 42**

### **ELECTRIC GENERATION SERVICE (EGS)**

(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.

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 43**

### ELECTRIC GENERATION SERVICE (EGS)

(Continued)

- (g) 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 Company shall provide technical assistance in order to minimize the customer's expense for such installation.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 44**

**ELECTRIC GENERATION SERVICE (EGS)**

(Continued)

- (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 Company-wide line loss percentage.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 45  
Superseding Fifth Revised Sheet No. 45**

**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:** <sup>(1)</sup>

**Customer Charge:**

\$192.60 per month

**FIRM:**

**Demand Charges:** <sup>(2)</sup>

D-1 \$21.154154 per Mcf of Firm Daily Contract Demand.

D-2 \$15.581692 per Mcf of Firm Daily Contract Demand or \$0 for Firm Transportation customers.

**Volumetric Charge:**

C-1: \$.043229 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 \$7.979450 per Mcf of Limited Firm Daily Contract Demand or \$0 for Limited Firm Transportation customers

**Volumetric Charge:** <sup>(2)</sup>

C-1: \$.043229 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 \$.174300 per therm for all consumption within Limited Firm Contract Demand level.<sup>1</sup>

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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 (j).

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 46**

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

**Minimum Bill:** Monthly D-2 charge, irrespective of use.

**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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 47**

### **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 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 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

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 48**

### 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 Daily in the table “Daily Price Survey” for delivery to “d), 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.
- (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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 49**

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

(Continued)

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 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, 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 “T” 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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 50**

**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).

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

**Effective with service rendered  
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**Filed pursuant to Order in Docket No. GR13111137 of the Board of  
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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 51  
Superseding First Revised Sheet No. 51**

**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 \$12.887137 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.

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**Issued September 23, 2016  
by South Jersey Gas Company,  
J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 52**  
**Superseding First Revised Sheet No. 52**

**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 \$15.986152 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.

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**Issued September 23, 2016**  
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**J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 53**

**INTERRUPTIBLE GAS SERVICE (IGS)**

**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**

**Effective with service rendered  
on and after October 1, 2014**

**Filed pursuant to Order in Docket No. GR13111137 of the Board of  
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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 54**

### **INTERRUPTIBLE GAS SERVICE (IGS)**

(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.

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**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 55**

### **INTERRUPTIBLE GAS SERVICE (IGS)**

(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.

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**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 56**

### **INTERRUPTIBLE GAS SERVICE (IGS)**

(Continued)

- (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 (l).
- (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.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 57**

**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).

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**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 58**

### **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 (GS); 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.

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**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 59**

### **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.
- (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.

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**Issued November 29, 2013  
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J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 60**

### **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.
- (o) Due 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 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.

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**Issued November 29, 2013  
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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 61**

**INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)**

(continued)

- (s) 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.

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 62  
Superseding Fifth Revised Sheet No. 62**

**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: \$0.043229 per therm (\$0.054036 GGE\*)

Distribution Charge: \$0.157104 per therm (\$0.196380 GGE\*)

Compression Charge: \$0.582040 per therm (\$0.727550 GGE\*)

**Commodity Charges**

All consumption for customers who elected Firm Sales Service

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

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

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**Issued September 23, 2016  
by South Jersey Gas Company,  
J. DuBois, President**

**Effective with service rendered  
on and after October 1, 2016**

**Filed pursuant to Orders in Docket Nos. GR16040387 and ER16060583 of the Board of  
Public Utilities, State of New Jersey, dated September 23, 2016**

**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 63  
Superseding Fifth Revised Sheet No. 63**

**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 and on the sale thereof and for the metering of such sale in accordance with local standards and regulations; and

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

**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: \$0.043229 per therm (\$0.054036 GGE)

Distribution Charge: \$0.157104 per therm (\$0.196380 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.

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**Issued September 23, 2016  
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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Sixth Revised Sheet No. 64  
Superseding Fifth Revised Sheet No. 64**

**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 compression and dispensing equipment at the Customer's premises, as follows:

The customer must 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 must make arrangements by which such volumes of natural gas can be delivered into the Company's distribution system at the Customer's expense.

By taking service under this part, the Customer 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: \$0.043229 per therm (\$0.054036 GGE)

Distribution Charge: \$0.157104 per therm (\$0.196380 GGE)

Sales taxes are not included in the above basic charges. The Company is under no obligation to determine if a customer is exempt from taxation. Customers seeking tax exemption must file 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 NGV is subject to balancing requirements pursuant to Rider "I" or Rider "J" of this Tariff.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 65**

**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.

**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 (NGV), 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 at the Customer's premises.

**SPECIAL PROVISIONS:**

- a) The Company will 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.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 66**

**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.
- f) The rates set forth in the Delivery Charge section of this Rate Schedule NGV 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.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY****B.P.U.N.J. No. 11 - GAS****Twenty-Sixth Revised Sheet No. 67  
Superseding Twenty-Fifth Sheet No. 67****RIDER "A"  
BASIC GAS SUPPLY SERVICE CLAUSE ("BGSSC")****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, 2016)<sup>1</sup>:**

<u>Rate Schedule</u>	<u>BGSS Rate Before Taxes (per therm)</u>	<u>BGSS Rate With Taxes (per therm)</u>
RSG	\$0.330770	\$0.354703
GSG (under 5,000 therms)	\$0.330770	\$0.354703

**Monthly BGSS Subrider (Effective October 1, 2016):**

<u>Rate Schedule</u>	<u>BGSS Rate Before Taxes (per therm)</u>	<u>BGSS Rate With Taxes (per therm)</u>
LVS C-2	\$0.359645	\$0.385667
FES	\$0.277418	\$0.297490
EGS	\$0.406944	\$0.436388
EGS-LV Firm C-2	\$0.360763	\$0.386866
EGS-LV Limited Firm C-2	\$0.383295	\$0.411028
GSG-LV	\$0.406944	\$0.436388
GSG (5,000 therms or greater)	\$0.406944	\$0.436388
NGV	\$0.406944	\$0.436388

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 Threshold". This Periodic BGSS Subrider shall recover gas costs associated with service to customers served under this Subrider.

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

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**Issued September 30, 2016  
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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 68**

**RIDER "A"**  
**BASIC GAS SUPPLY SERVICE CLAUSE ("BGSS")**  
**(Continued)**

**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 Counsel, 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 Counsel. 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 Counsel.

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.

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

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**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 69**

**RIDER "A"**  
**BASIC GAS SUPPLY SERVICE CLAUSE ("BGSSC")**  
**(Continued)**

**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 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.

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**Issued November 29, 2013**  
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**E. Graham, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 70  
Superseding First Revised Sheet No. 70**

**RIDER "A"**  
**BASIC GAS SUPPLY SERVICE CLAUSE ("BGSSC")**  
**(Continued)**

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	
<u>Rate Schedule</u>	<u>Including Taxes</u>
LVS	\$.050721
EGS-LV Firm	\$.049522
EGS-LV Limited Firm	\$.025361

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 71**

**RIDER "A"**  
**BASIC GAS SUPPLY SERVICE CLAUSE ("BGSSC")**  
**(Continued)**

**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.

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**J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 72**

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**RIDER "B"**

**RESERVED FOR FUTURE USE**

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 73  
Superseding First Revised Sheet No. 73**

**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:

(\$0.001010) 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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**Issued April 27, 2016  
by South Jersey Gas Company,  
J. DuBois, President**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 74**

### **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.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 75**

**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.

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

Effective with service rendered  
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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 76**

### **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.

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**SOUTH JERSEY GAS COMPANY****B.P.U.N.J. No. 11 - GAS****Fourth Revised Sheet No. 77  
Superseding Third Revised Sheet No. 77****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 exempt 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 throughput 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:

<u>Rate Schedule and Appropriate Rate</u>		<u>RAC</u>	<u>CLEP</u>	USF (Including <u>Lifeline</u> )	<u>SBC</u>
Rate Schedule RSG	Delivery	.010489	.012738	.012700	.035927
Rate Schedule GSG	Delivery	.010489	.012738	.012700	.035927
Rate Schedule GSG-LV	Delivery	.010489	.012738	.012700	.035927
Rate Schedule EGS	Delivery	.010489	.012738	.012700	.035927

**Issued September 23, 2016  
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**SOUTH JERSEY GAS COMPANY**

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

**Fourth Revised Sheet No. 78  
Superseding Third Revised Sheet No. 78**

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

<u>Rate Schedule and Appropriate Rate</u>		<u>RAC</u>	<u>CLEP</u>	USF (Including <u>Lifeline</u> )	<u>SBC</u>
Rate Schedule EGS-LV	C-1	.010489	.012738	.012700 <sup>(1)</sup>	.035927
Rate Schedule CTS	C-1FT	.010489	.012738	.012700	.035927
Rate Schedule LVS	C-1/C-1FT	.010489	.012738	.012700	.035927
Rate Schedule FES	C-1FT	.010489	.012738	.012700	.035927
Rate Schedule IGS	Monthly Rate	.010489	N/A	.012700	.023189
Rate Schedule ITS	Monthly Rate	.010489	.012738	.012700	.035927
Rate Schedule NGV	Delivery	.010489	.012738	.012700	.035927

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<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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 79**

**RIDER "F"**

**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.
- (c) The Company will determine on a monthly basis, Degree Days, Cumulative Degree Days, Normal Degree Days, 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 use in this TAC are based on the 20-year average calculated in Docket No. GR13111137, 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:

	<u>Normal Degree Days</u>	<u>Cumulative Normal Degree Days</u>	<u>Deadband Degree Days</u>	<u>Cumulative Deadband Degree Days</u>
Oct.	261	261	1	1
Nov.	531	792	3	4
Dec.	829	1,621	4	8
Jan.	962	2,583	5	13
Feb.	825	3,408	4	17
Mar.	662	4,070	3	20
Apr.	350	4,420	2	22
May	<u>137</u>	4,557	<u>1</u>	23
TOTAL	4,557		23	

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 80**

**RIDER "F"**

**TEMPERATURE ADJUSTMENT CLAUSE (TAC)**

(Continued)

Degree Day Threshold

	<u>Upper Level</u>	<u>Lower Level</u>
Oct.	262	260
Nov.	796	788
Dec.	1,629	1,613
Jan.	2,596	2,570
Feb.	3,425	3,391
Mar.	4,090	4,050
Apr.	4,442	4,398
May	4,580	4,534

- (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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 81**

**RIDER "F"**

**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:

	<b><u>Per Therm</u></b>
TAC Factor per therm	\$0.0000
Applicable Revenue Tax Factor	<u>1.0022</u>
TAC Factor Per Therm	\$0.0000
Applicable NJ Sales Tax Factor	<u>1.07</u>
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 9.75% 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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 82**

**RIDER "F"**

**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".

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 83**

**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. "Remediation Costs" 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. "Recovery Year" 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. "Third Party Claims" 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. "Before Tax Cost Rate" (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:

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 84**

**RIDER "G"**

**REMEDATION ADJUSTMENT CLAUSE (RAC)**

(Continued)

$$DTB_{n,YR} = ARC_n [(7-X)/7] * BTCR_{yR} * TR_{YR}$$

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.

ARC<sub>n</sub> = 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).

BTCR<sub>yr</sub> 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. Sale of Property**

- 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), Generally, 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), Generally, above. Any Remediation Costs incurred after a sale of Atlantic Avenue Property shall be treated as Remediation Costs.

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 85  
Superseding First Revised Sheet No. 85**

**RIDER "G"**

**REMEDATION 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 NGV shall 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	\$ .009781
Applicable Revenue Tax Factor	<u>1.0022</u>
RAC Per Therm	\$ .009803
Applicable NJ Sales Tax Factor	<u>1.07</u>
RAC Per Therm with NJ Sales Tax	\$ .010489 =====

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J. DuBois, President**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 86**

**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 under-collection 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.

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 87**

**RIDER "H"**

**RESERVED FOR FUTURE USE**

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 88**

### **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.
- (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. Provided, however, that as to those ITS customers, who had an annualized average use of 27 Mcf per day or less of gas, Daily Excess Imbalances shall be computed on a monthly basis.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 89**

**RIDER "T"**

**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 "T". 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 forty-eight (48) hours of such demonstration to eliminate the IRA. Such plan must not, inter alia, 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

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## **SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 90**

### **RIDER “T”**

#### **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 “T”, 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 “T”, 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

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 91**

**RIDER " I "**

**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 Gas Daily; 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).

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 92**

### RIDER "I"

#### 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:

- (16) 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.
- (18) 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:

#### Rate Schedule

#### Billing Charge

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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 93**

**RIDER "I"**

**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".

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**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:**

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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 95**

**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:**

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

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 96**

**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.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 97**

**RIDER “J”**

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

(Continued)

- (12) 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.
- (14) 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**

RSG Firm Transportation Service  
GSG Firm Transportation Service  
GSG-LV Firm Transportation Service  
EGS Firm Transportation Service  
NVG Firm Transportation Service

**Billing Charges**

GSG Monthly BGSS Rate  
GSG Monthly BGSS Rate  
GSG Monthly BGSS Rate  
GSG Monthly BGSS Rate  
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. 98**

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 (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”.

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**SOUTH JERSEY GAS COMPANY**

**Second Revised Sheet No. 99**

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

**Superseding First Revised Sheet No. 99**

**RIDER "K"**

**CLEAN ENERGY PROGRAM CLAUSE (CLEP)**

**APPLICABLE TO:**

Rider "E" - Societal Benefits Clause

In its annual Societal Benefits Clause Petition, the Company will include 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, ITS and NGV**

Average Cost per Therm	\$ .011879
Applicable Revenue Tax Factor	<u>1.0022</u>
CLEP per Therm	\$ .011905
Applicable NJ Sales Tax Factor	<u>1.07</u>
CLEP per Therm with NJ Sales Tax	\$ .012738 =====

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**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 100**

**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.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 101**

**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 subsequent 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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**SOUTH JERSEY GAS COMPANY**

**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.

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.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 103**

**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:

	<b>Group I: RSG <u>Non-Heating</u></b>	<b>Group II: RSG <u>Heating</u></b>	<b>Group III: <u>GSG</u></b>	<b>Group IV: <u>GSG-LV</u></b>
<b><u>Month</u></b>				
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.	<u>10.0</u>	<u>16.8</u>	<u>122.4</u>	<u>5,283.1</u>
Total	200.3	775.8	3955.3	179,482.3
Annual				

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

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 104  
Superseding First Revised Sheet No. 104**

**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:

	<b><u>Group I: RSG Non-Heating</u></b>	<b><u>Group II: RSG Heating</u></b>	<b><u>Group III: GSG</u></b>	<b><u>Group IV: GSG-LV</u></b>
CIP Factors Per Therm	\$0.024831	\$0.068086	\$0.054396	\$0.016484
Applicable Revenue Tax Factor	<u>1.0022</u>	<u>1.0022</u>	<u>1.0022</u>	<u>1.0022</u>
CIP Factors Per Therm	\$0.024886	\$0.068236	\$0.054516	\$0.016520
Applicable NJ Sales Tax Factor	<u>1.07</u>	<u>1.07</u>	<u>1.07</u>	<u>1.07</u>
CIP Factors Per Therm with NJ Sales Tax	<b><u>\$0.026628</u></b>	<b><u>\$0.073013</u></b>	<b><u>\$0.058332</u></b>	<b><u>\$0.017676</u></b>

- (g) The CIP shall not operate to cause the Company to earn in excess of its allowed rate of return on common equity of 9.75% 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, (7) the Accelerated Infrastructure Replacement Program 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:

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 105**

**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 terms 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 terms 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,

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**SOUTH JERSEY GAS COMPANY**

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

**Second Revised Sheet No. 106**  
**Superseding First Revised Sheet No. 106**

**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):	\$0.519066 per therm
Group II (RSG heating):	\$0.519066 per therm
Group III (GSG):	\$0.414224 per therm
Group IV (GSG-LV):	\$0.225848 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.

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**SOUTH JERSEY GAS COMPANY****B.P.U.N.J. No. 11 - GAS****Second Revised Sheet No. 107  
Superseding First Revised Sheet No. 107****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, Docket No. GO12050363, in an Order dated June 21, 2003 and Docket No. GR15010090, in an Order dated August 19, 2015 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 Rate per therm	\$0.006809
Applicable Revenue Tax	<u>\$0.000015</u>
Total EET Rate per therm	\$0.006824
Applicable NJ Sales Tax	<u>\$0.000478</u>
EET Rate per therm with NJ Sales Tax	<u>\$0.007302</u>

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 108**

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### GENERAL TERMS AND CONDITIONS - INDEX

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**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**

## SOUTH JERSEY GAS COMPANY

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

Original Sheet No. 110

### GENERAL TERMS AND CONDITIONS

#### 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 [www.southjerseygas.com](http://www.southjerseygas.com).

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:

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.

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**SOUTH JERSEY GAS COMPANY**

**First Revised Sheet No. 111**

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

**Superseding Original Sheet No. 111**

**GENERAL TERMS AND CONDITIONS**

(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 and N.J.A.C. 14:3-8.11. 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. 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.

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Issued December 21, 2015  
by South Jersey Gas Company,  
J. DuBois, President

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on and after December 21, 2015

Filed pursuant to N.J.A.C. 14:3-8.1 et seq., Board of Public Utilities Rule Adoption,  
Docket No. AX12070601, Adopted: November 16, 2015, Issued December 21, 2015 (47 N.J.R. 313(c))

## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 112**

### GENERAL TERMS AND CONDITIONS

(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.

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**SOUTH JERSEY GAS COMPANY**

**First Revised Sheet No. 113**

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

**Superseding Original Sheet No. 113**

**GENERAL TERMS AND CONDITIONS**

(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, et seq., 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.

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## **SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 114**

### **GENERAL TERMS AND CONDITIONS**

(Continued)

#### **4.3 EXTENSIONS REQUESTED BY INDIVIDUAL CUSTOMERS**

4.3.1. **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.

4.3.2 **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.

#### **4.4. EXTENSION OF SERVICE TO MULTI-UNIT RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENT**

4.4.1. **ALL MULTI-UNIT CUSTOMERS:** The Company may require a deposit for an Extension subject to this Section, in an amount no greater than the Extension Cost required to serve the development. The deposit shall be increased by any tax consequences to the Company.

### **5. SERVICE CONNECTIONS**

5.1 **GENERAL:** If the Company accepts an application for an Extension, 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. The costs of meters and regulators (including the installation) may be waived by the Company.

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.

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 115**

### GENERAL TERMS AND CONDITIONS

(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 may 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, the 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.) 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 the 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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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 116**

### GENERAL TERMS AND CONDITIONS

(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.

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**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 117**

**GENERAL TERMS AND CONDITIONS**

(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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## SOUTH JERSEY GAS COMPANY

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 118**

### GENERAL TERMS AND CONDITIONS

(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.

- 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.

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 119**

### 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.

- 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.

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## SOUTH JERSEY GAS COMPANY

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 120**

### GENERAL TERMS AND CONDITIONS

(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.
- (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.

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 121**

### GENERAL TERMS AND CONDITIONS

(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.
- 8.5 **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 meters will be combined for billing purposes.
- 8.9 **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.

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 122**

### 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.
- 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;

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 123**

### 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;
  - (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 \$19.00 may be made to reimburse the Company for the expense of processing items returned by the bank as uncollectible on customer's account.
- 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

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## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 124**

### GENERAL TERMS AND CONDITIONS

(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 **APPLICATION FEE:** The Company may charge customers \$15.00 to process applications for service which require the installation of a new Service Connection.
- 10.6 **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.
- 10.7 **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.

### 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 identifying 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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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 125**

### **GENERAL TERMS AND CONDITIONS**

(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.

#### **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 that 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.

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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)

**“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.

**“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.

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

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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 127**

### **GENERAL TERMS AND CONDITIONS**

(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 mean 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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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 128**

### **GENERAL TERMS AND CONDITIONS**

(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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## **SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 129**

### **GENERAL TERMS AND CONDITIONS**

(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 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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 130**

**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 Firm Transportation Service ☐, Rate Schedule GSG-LV Firm Transportation Service ☐, Rate Schedule IGS ☐ and Natural Gas Vehicle (NGV) ☐ 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 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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 131**

**STANDARD GAS SERVICE AGREEMENT (GS)**

(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 Capability \_\_\_\_\_ Mcf 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 Capability \_\_\_\_\_ Mcf per day.
  - b. Maximum Capability \_\_\_\_\_ Mcf 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" . ☐
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 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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 132**

**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. For service rendered under Rate Schedule GSG Firm Transportation Service or Rate Schedule GSG-LV Firm 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 a 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 ☐; or in a quantity equal to Buyer's Contract Demand for Rate GSG-LV customers ☐.
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 at 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 ☐.
  - b. Maximum delivery capability 1,000 – 4,999 CFH ☐.
  - c. Maximum delivery capability 5,000 – 24,999 CFH ☐.
  - 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.

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**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 133**

**STANDARD GAS SERVICE AGREEMENT (GS)**

(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**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**SELLER**

**ATTEST:**

\_\_\_\_\_  
(Name - Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**BUYER**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 134**

**STANDARD GAS SERVICE AGREEMENT (LV)**

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(s) \_\_\_\_\_ 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 Rate Schedules LVS and IGS, and subject to Seller's possession of adequate system capacity as to Rate Schedules LVS Firm Transportation Service, LVS Limited Firm Transportation and CTS 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 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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 135**

**STANDARD GAS SERVICE AGREEMENT (LV)**

(Continued)

**ARTICLE IV**  
**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 capability \_\_\_\_\_ Mcf per day.
  - b. Maximum capability \_\_\_\_\_ Mcf 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 than \_\_\_\_\_ Mcf 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

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**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 136**

**STANDARD GAS SERVICE AGREEMENT (LV)**  
(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**

**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**



**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 137**

**STANDARD GAS SERVICE AGREEMENT (LV)**  
(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)

**Seller:**

**ATTEST:**

\_\_\_\_\_  
(Name - Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**Buyer:**

**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**

**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 \_\_\_\_\_ and be effective 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**

**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**

**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 139**

**STANDARD GAS SERVICE AGREEMENT (ITS)**

(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 \_\_\_\_\_ .

**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

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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

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 140**

**STANDARD GAS SERVICE AGREEMENT (ITS)**

(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**

**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**

**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 141**

**STANDARD GAS SERVICE AGREEMENT (ITS)**

(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)

\_\_\_\_\_  
(Name of Customer)

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 142**

**STANDARD GAS SERVICE AGREEMENT (IGS)**

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(s) \_\_\_\_\_ 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 gas 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, 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 contracted for herein.

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 143**

**STANDARD GAS SERVICE AGREEMENT (IGS)**

(Continued)

**ARTICLE IV**  
**Service Volumes**

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 capability \_\_\_\_\_ Mcf per day.
- b. Maximum capability \_\_\_\_\_ Mcf per day.

Customer certifies 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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 144**

**STANDARD GAS SERVICE AGREEMENT (IGS)**

(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:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**SELLER**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
(Name - Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**BUYER**

**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**



**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 145**

**STANDARD GAS SERVICE AGREEMENT (EGS)**

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 EGS ☐; or Rate Schedule EGS-LV ☐: at \_\_\_\_\_ as follows:

**ARTICLE I**  
**Term of Agreement**

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**  
**Facilities Charge**

In consideration for Seller's agreement to provide service as described in this agreement, Buyer agrees to pay a facilities charge of \$ \_\_\_\_\_, at the time of execution of Standard Gas Service Agreement (EGS), which represents the initial estimate of the capital cost of providing service to the Buyer's facility or some agreed upon portion thereof. This payment will be refunded or credited against the customer security deposit, after the first month of the provision of gas service to the customer. If the Buyer terminates this agreement or fails to initiate service hereunder, or fails to make any deposit required by Article III, this sum shall be retained by the Seller.

**ARTICLE III**  
**Commitment Fee**

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 \$ \_\_\_\_\_, which shall be equal to one month's minimum bill, and shall pay an equal amount on each anniversary date of the effective date of this Standard Gas Service Agreement (EGS), until gas service commences.

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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 146**

**STANDARD GAS SERVICE AGREEMENT (EGS)**

(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 Demands shall be:
  - 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 day.
2. 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 Rider 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:

---

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 147**

**STANDARD GAS SERVICE AGREEMENT (EGS)**

(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.
4. 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 than \_\_\_\_\_ Mcf 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.**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 148**

**STANDARD GAS SERVICE AGREEMENT (EGS)**

(Continued)

**ARTICLE IX**

**Election**

By checking the box at the end of this sentence, customer elects to take balancing service under Rider "T", rather than under Rider "J" to this Tariff. ☐

**ARTICLE X**

**Opt-Out Provision**

Buyer (a Rate Schedule EGS-LV customer) 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 City Gate Station. By making such election, Seller becomes eligible to pay the lower BS-1 Volumetric Charge pursuant to Rider "T". If Buyer does not make this election, Buyer will pay the higher BS-1 Volumetric Charge, pursuant to Rider "T". 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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 149**

**STANDARD GAS SERVICE AGREEMENT (EGS)**

(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.

**SOUTH JERSEY GAS COMPANY**

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**SELLER**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
(Name - Company)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**BUYER**

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

**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 150**

**STANDARD GAS SERVICE AGREEMENT (FES)**

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 \_\_\_\_\_ 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 FES \_\_\_\_\_ at \_\_\_\_\_, which is Buyer's FES Facility, as follows:

**ARTICLE I**  
**Term of Agreement**

This Agreement shall commence \_\_\_\_\_ and be effective from the date hereof and the sale and purchase of gas hereunder shall continue until \_\_\_\_\_, and subject to Seller's possession of an adequate supply of gas, 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 the initial term or 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.

**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 schedules contracted for herein.

**ARTICLE IV**  
**Service Volumes**

**Firm:**

Seller hereby agrees to sell and deliver to Buyer and Buyer agrees to pay for in accordance with provisions of the tariff:

- (1) a Winter Daily Contract Demand of \_\_\_\_\_ Mcf per day;
- (2) a Summer Daily Contract Demand of \_\_\_\_\_ MCF per day.

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 151**

**STANDARD GAS SERVICE AGREEMENT (FES)**

(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:

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**

**Winter Season Interruption**

Buyer and Seller agree that Buyer's service under Rate Schedule FES may be partially or totally interrupted on \_\_\_\_ days during a Winter Season pursuant to Special Provision (r) of Rate Schedule FES

**ARTICLE VII**

**Customer Owned Gas**

Customer has requested Company to deliver said gas under Rate Schedule FES, Rider "D" from Company's city gate station(s) located at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 152**

**STANDARD GAS SERVICE AGREEMENT (FES)**

(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**

**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**



**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 153**

**STANDARD GAS SERVICE AGREEMENT (FES)**

(Continued)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**ATTEST:**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**SOUTH JERSEY GAS COMPANY**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**SELLER**

\_\_\_\_\_  
(Name - Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 154**

**STANDARD GAS SERVICE AGREEMENT (NGV)**

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**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 155**

**STANDARD GAS SERVICE AGREEMENT (NGV)**

(Continued)

**ARTICLE IV**  
**Service Volumes**

1. By checking the box at the end of this sentence, customer elects to take balancing service under Rider "T", rather than under Rider "J" . ☐
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 at 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 ☐.
  - b. Maximum delivery capability 1,000 – 4,999 CFH ☐.
  - c. Maximum delivery capability 5,000 – 24,999 CFH ☐.
  - 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**

**Effective with service rendered**  
**on and after October 1, 2014**

**Filed pursuant to Order in Docket No. GR1311137 of the Board of**  
**Public Utilities, State of New Jersey, dated September 30, 2014**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 156**

**STANDARD GAS SERVICE AGREEMENT (NGV)**

(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:**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**SELLER**

**ATTEST:**

\_\_\_\_\_  
(Name - Company)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**BUYER**

**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**

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 157**

**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 \_\_\_\_\_, a \_\_\_\_\_ corporation whose principal place of business is located at \_\_\_\_\_, and who transacts business as an Aggregator of gas or as a Marketer of gas, sometimes collectively hereinafter referred to as "Aggregator/Marketer". South Jersey and the Aggregator/Marketer are parties to this Agreement, and are sometimes hereinafter referred to as "Parties."

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. **Term.** 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. **Aggregation.** 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/Marketer 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

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Public Utilities, State of New Jersey, dated September 30, 2014**

## SOUTH JERSEY GAS COMPANY

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

**Original Sheet No. 158**

### **AGGREGATOR/MARKETER'S AGREEMENT (A/M)**

(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. **Liability for Tariff Charges.** 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. **Removal for Cause.** 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.

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

**Effective with service rendered  
on and after October 1, 2014**

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**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 159**

**AGGREGATOR/MARKETER'S AGREEMENT (A/M)**

(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. **Provision of Data.** 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. **Computer Capability.** 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.

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**Issued November 29, 2013  
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J. DuBois, President**

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Public Utilities, State of New Jersey, dated September 30, 2014**

**SOUTH JERSEY GAS COMPANY**

**B.P.U.N.J. No. 11 – GAS**

**Original Sheet No. 160**

**AGGREGATOR/MARKETER'S AGREEMENT (A/M)**

(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. **No Agency.** 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. **Hold Harmless.** 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. **Law to Govern and Forum.** 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 Atlantic County New Jersey.

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J. DuBois, President**

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Public Utilities, State of New Jersey, dated September 30, 2014**



SOUTH JERSEY GAS COMPANY

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

Original Sheet No. 161

AGGREGATOR/MARKETER'S AGREEMENT (A/M)

(Continued)

16. **Binding Effect.** 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. **Marketer Standards.** 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

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Public Utilities, State of New Jersey, dated September 30, 2014

**SOUTH JERSEY GAS COMPANY**

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

**Original Sheet No. 162**

**AGGREGATOR/MARKETER'S AGREEMENT (A/M)**

(Continued)

**APPENDIX A**

This Appendix A is incorporated in and made part of that certain Agreement dated \_\_\_\_\_, Agreement No. \_\_\_\_\_, to which it is appended, and the same Agreement is incorporated into this Appendix A and made a part of this Appendix A. This Appendix A is dated \_\_\_\_\_.

\_\_\_\_\_  
(Name of Customer)

\_\_\_\_\_  
(Customer Account Number)

\_\_\_\_\_  
(Name of Customer)

\_\_\_\_\_  
(Customer Account Number)

\_\_\_\_\_  
(Name of Customer)

\_\_\_\_\_  
(Customer Account Number)

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(Name of Customer)

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(Name of Customer)

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(Customer Account Number)

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(Name of Customer)

\_\_\_\_\_  
(Customer Account Number)

\_\_\_\_\_  
(Name of Customer)

\_\_\_\_\_  
(Customer Account Number)

**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**

SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
Appendix A - Effective October 1, 2016

Page 1

**RESIDENTIAL GAS SERVICE (RSG)**

	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b>RESIDENTIAL FIRM TRANS SERV (RSG FTS) - HEAT CUSTOMER</b>						
Customer Charge	9.000000				0.630000	9.630000
CIP			0.068086	0.000150	0.004777	0.073013
Delivery Charge:						
COST OF SERVICE	0.519066				0.036335	0.555401
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
BSC "J" BUY-OUT PRICE - Rate set monthly						
<b>Total</b>	<b>0.519066</b>	<b>0.047100</b>	<b>0.039427</b>	<b>0.000161</b>	<b>0.042366</b>	<b>0.648120</b>

**RESIDENTIAL FIRM SALES SERV (RSG FSS) - HEAT CUSTOMER**

Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.330770		0.000728	0.023205	0.354703
CIP			0.068086	0.000150	0.004777	0.073013
Delivery Charge:						
COST OF SERVICE	0.519066				0.036335	0.555401
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
<b>Total</b>	<b>0.519066</b>	<b>0.047100</b>	<b>0.039427</b>	<b>0.000161</b>	<b>0.042366</b>	<b>0.648120</b>

SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
Appendix A - Effective October 1, 2016

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<b>RESIDENTIAL FIRM TRANS SERV (RSG FTS) - NONHEAT CUSTOMER</b>	<b>BASE RATE</b>	<b>BGSS</b>	<b>OTHER RIDERS</b>	<b>PUA</b>	<b>NJ SALES TAX</b>	<b>TARIFF RATE</b>
Customer Charge	9.000000				0.630000	9.630000
CIP			0.024831	0.000055	0.001742	0.026628
Delivery Charge:						
COST OF SERVICE	0.519066				0.036335	0.555401
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
BSC "J" BUY-OUT PRICE - Rate set monthly						
Total	0.519066	0.047100	0.039427	0.000161	0.042366	0.648120
<b>RESIDENTIAL FIRM SALES SERV (RSG FSS) - NONHEAT CUSTOMER</b>						
Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.330770		0.000728	0.023205	0.354703
CIP			0.024831	0.000055	0.001742	0.026628
Delivery Charge:						
COST OF SERVICE	0.519066				0.036335	0.555401
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
Total	0.519066	0.047100	0.039427	0.000161	0.042366	0.648120

SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
Appendix A - Effective October 1, 2016

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**GENERAL SERVICE (GSG)**

	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b>GENERAL SERVICE FIRM TRANS (GSG FTS)</b>						
Customer Charge	27.250000				1.907500	29.157500
CIP			0.054396	0.000120	0.003816	0.058332
Delivery Charge:						
COST OF SERVICE	0.414224				0.028996	0.443220
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
BSC "J" BUY-OUT PRICE - Rate set monthly						
<b>Total</b>	<b>0.414224</b>	<b>0.047100</b>	<b>0.039427</b>	<b>0.000161</b>	<b>0.035027</b>	<b>0.535939</b>

SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
Appendix A - Effective October 1, 2016

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<u>GENERAL SERVICE FIRM SALES (GSG FSS)</u>		<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<u>- Less than 5,000 Therms Annually</u>							
Customer Charge		27.250000				1.907500	29.157500
CIP				0.054396	0.000120	0.003816	0.058332
Basic Gas Supply Service (BGSS):			0.330770		0.000728	0.023205	0.354703
Delivery Charge:							
COST OF SERVICE		0.414224				0.028996	0.443220
TIC				(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:							
CLEP				0.011879	0.000026	0.000833	0.012738
RAC				0.009781	0.000022	0.000686	0.010489
USF				0.011900	0.000000	0.000800	0.012700
Total SBC				0.033560	0.000048	0.002319	0.035927
TAC				0.000000	0.000000	0.000000	0.000000
EET				0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1			0.047100		0.000100	0.003300	0.050500
Total		0.414224	0.047100	0.039427	0.000161	0.035027	0.535939
<u>GENERAL SERVICE FIRM SALES (GSG FSS)</u>							
<u>- 5,000 Therms Annually or Greater</u>							
Customer Charge		27.250000				1.907500	29.157500
Basic Gas Supply Service (BGSS):							RATE SET MONTHLY
CIP				0.054396	0.000120	0.003816	0.058332
Delivery Charge:							
COST OF SERVICE		0.414224				0.028996	0.443220
TIC				(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:							
CLEP				0.011879	0.000026	0.000833	0.012738
RAC				0.009781	0.000022	0.000686	0.010489
USF				0.011900	0.000000	0.000800	0.012700
Total SBC				0.033560	0.000048	0.002319	0.035927
TAC				0.000000	0.000000	0.000000	0.000000
EET				0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1			0.047100		0.000100	0.003300	0.050500
Total		0.414224	0.047100	0.039427	0.000161	0.035027	0.535939

SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
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**GENERAL SERVICE-LV (GSG-LV)**

<u>GENERAL SERVICE - LV FTS (GSG-LV-FT)</u>	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
Customer Charge	150.000000				10.500000	160.500000
D-1 Demand Charge	9.000000				0.630000	9.630000
CIP			0.016484	0.000036	0.001156	0.017676
Delivery Charge: COST OF SERVICE	0.225848				0.015809	0.241657
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
BSC "J" BUY-OUT PRICE - Rate set monthly						
<b>Total</b>	<b>0.225848</b>	<b>0.047100</b>	<b>0.039427</b>	<b>0.000161</b>	<b>0.021840</b>	<b>0.334376</b>

**GENERAL SERVICE FIRM SALES- LV (GSG-LV FSS)**

<u>GENERAL SERVICE FIRM SALES- LV (GSG-LV FSS)</u>	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
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			0.016484	0.000036	0.001156	0.017676
Delivery Charge: COST OF SERVICE	0.225848				0.015809	0.241657
TIC			(0.000942)	(0.000002)	(0.000066)	(0.001010)
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
TAC			0.000000	0.000000	0.000000	0.000000
EET			0.006809	0.000015	0.000478	0.007302
BSC "J" BS-1		0.047100		0.000100	0.003300	0.050500
<b>Total</b>	<b>0.225848</b>	<b>0.047100</b>	<b>0.039427</b>	<b>0.000161</b>	<b>0.021840</b>	<b>0.334376</b>

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**COMPREHENSIVE TRANSPORTATION SERVICE (CTS)**

	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b>COMPREHENSIVE FIRM TRANS SERV (CTS FTS)</b>						
<u>Firm</u>						
Customer Charge	600.000000				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	0.039202				0.002744	0.041946
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Total C-1 VOLUMETRIC CHARGE	0.039202		0.040369	0.000063	0.005541	0.085175
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
BUY-OUT PRICE						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	0.058400				0.004100	0.062500
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Total C-1 VOLUMETRIC CHARGE	0.058400		0.040369	0.000063	0.006897	0.105729
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
BUY-OUT PRICE						RATE SET MONTHLY



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**LARGE VOLUME SERVICE (LVS)**

	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b>LARGE VOLUME FIRM TRANS SERV (LVS FTS)</b>						
<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	0.036069				0.002525	0.038594
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>	<b>0.036069</b>		<b>0.040369</b>	<b>0.000063</b>	<b>0.005322</b>	<b>0.081823</b>
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
BSC "I" CASH OUT CHARGE/(CREDIT)						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
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>	<b>0.094600</b>		<b>0.040369</b>	<b>0.000063</b>	<b>0.009397</b>	<b>0.144429</b>
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
BUY-OUT PRICE						RATE SET MONTHLY

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<u>LARGE VOLUME FIRM SALES SERV (LVS FSS)</u>	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
Customer Charge	900.000000				63.000000	963.000000
Basic Gas Supply Service (BGSS): C-2 BGSS						RATE SET MONTHLY
D-2 DEMAND CHARGE		14.882120		0.032741	1.044040	15.958901
Delivery Charge: D-1 DEMAND CHARGE	14.884200				1.041900	15.926100
C-1 VOLUMETRIC CHARGE: C-1 COST OF SERVICE	0.036069				0.002525	0.038594
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Total C-1 VOLUMETRIC CHARGE	0.036069	0.000000	0.040369	0.000063	0.005322	0.081823
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
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Total C-1 VOLUMETRIC CHARGE	0.0946	0.000000	0.040369	0.000063	0.009397	0.144429
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
BUY-OUT PRICE						RATE SET MONTHLY

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	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<u><b>ELECTRIC GENERATION SERVICE (EGS)</b></u>						
<u>Commercial/Industrial</u>						
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	0.118172				0.008272	0.126444
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
Balancing Charge BSC*J" BS-1		0.047100		0.000100	0.003300	0.050500
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE (FSS &amp; FTS)</b>	<b>0.118172</b>	<b>0.047100</b>	<b>0.040369</b>	<b>0.000163</b>	<b>0.014369</b>	<b>0.220173</b>
Delivery Charge - Summer Season (Apr - Oct)						
COST OF SERVICE	0.088172				0.006172	0.094344
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Balancing Charge BSC*J" BS-1		0.047100		0.000100	0.003300	0.050500
<b>Total C-1 VOLUMETRIC CHARGE (FSS &amp; FTS)</b>	<b>0.088172</b>	<b>0.047100</b>	<b>0.040369</b>	<b>0.000163</b>	<b>0.012269</b>	<b>0.188073</b>

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	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<u>ELECTRIC GENERATION SERVICE (EGS)</u>						
<u>Residential</u>						
Customer Charge	9.000000				0.630000	9.630000
Basic Gas Supply Service (BGSS):		0.330770		0.000728	0.023205	0.354703
Delivery Charge						
COST OF SERVICE	0.122100				0.008600	0.130700
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
Balancing Charge BSC"J" BS-1		0.047100		0.000100	0.003300	0.050500
<b>Total C-1 VOLUMETRIC CHARGE (FSS &amp; FTS)</b>	<b>0.122100</b>	<b>0.047100</b>	<b>0.040369</b>	<b>0.000163</b>	<b>0.014697</b>	<b>0.224429</b>

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<u>ELECTRIC GENERATION SERVICE-LV (EGS-LV)</u>	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<u>Firm</u>						
Customer Charge	180.000000				12.600000	192.600000
D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	19.770237				1.383917	21.154154
D-2 DEMAND BGSS(applicable to Sales Customers Only)		14.530362		0.031967	1.019363	15.581692
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>			<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
C-2 BGSS						RATE SET MONTHLY
BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
<u>Limited Firm</u>						
D-2 DEMAND BGSS(applicable to Sales Customers Only)		7.441060		0.016370	0.522020	7.979450
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>			<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	0.162900				0.011400	0.174300
C-2 BGSS						RATE SET MONTHLY
BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY
BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700

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<b>FIRM ELECTRIC SALES (FES)</b>	<b>BASE RATE</b>	<b>BGSS</b>	<b>RIDERS</b>	<b>PUA</b>	<b>NJ SALES TAX</b>	<b>TARIFF RATE</b>
<b><u>Winter</u></b>						
D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	<b>2.897200</b>				<b>0.202800</b>	<b>3.100000</b>
D-2 DEMAND BGSS(applicable to Sales Customers Only)		<b>7.441060</b>		<b>0.016370</b>	<b>0.522020</b>	<b>7.979450</b>
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>			<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	<b>0.162900</b>				<b>0.011400</b>	<b>0.174300</b>
C-4 Escalator Rate (To be determined as prescribed in the Company's Tariff)						RATE SET MONTHLY
C-2 BGSS/COGC						RATE SET MONTHLY
BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY
<b><u>Summer</u></b>						
D-1 DEMAND (Rate is negotiated. Shown here is the benchmark rate.)	<b>2.897200</b>				<b>0.202800</b>	<b>3.100000</b>
D-2 DEMAND BGSS(applicable to Sales Customers Only)		<b>7.441060</b>		<b>0.016370</b>	<b>0.522020</b>	<b>7.979450</b>
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>			<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
C-3 All Therms (Rate is negotiated. Shown here is the benchmark rate.)	<b>0.162900</b>				<b>0.011400</b>	<b>0.174300</b>
C-4 Escalator Rate (To be determined as prescribed in the Company's Tariff)						RATE SET MONTHLY
C-2 BGSS/COGC						RATE SET MONTHLY
BSC "I" CASH OUT CHARGE (CREDIT)						RATE SET MONTHLY

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**NATURAL GAS VEHICLE (NGV)**

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	<u>BASE RATE</u>	<u>BGSS</u>	<u>RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b><u>Company Operated Fueling Stations</u></b>						
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>	<b>0.000000</b>		<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
Distribution Charge:	0.146504			0.000322	0.010278	0.157104
Compression Charge	0.542769			0.001194	0.038077	0.582040
Basic Gas Supply Service (BGSS):						RATE SET MONTHLY
Rider "I" - BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
Rider "I" - BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
Rider "J" - BS-1		0.047100		0.000100	0.003300	0.050500
<b><u>Customer Operated Fueling Stations</u></b>						
Service Charge						
0 - 999 CF/hour	37.500000				2.625000	40.125000
1,000 - 4,999 CF/hour	75.000000				5.250000	80.250000
5,000 - 24,999 CF/hour	200.000000				14.000000	214.000000
25,000 or Greater CF/hour	600.000000				42.000000	642.000000
C-1 CLEP			0.011879	0.000026	0.000833	0.012738
C-1 RAC			0.009781	0.000022	0.000686	0.010489
C-1 USF			0.011900	0.000000	0.000800	0.012700
EET			0.006809	0.000015	0.000478	0.007302
<b>Total C-1 VOLUMETRIC CHARGE</b>			<b>0.040369</b>	<b>0.000063</b>	<b>0.002797</b>	<b>0.043229</b>
Distribution Charge:	0.146504			0.000322	0.010278	0.157104
Basic Gas Supply Service: (applicable Sales Customers only)						RATE SET MONTHLY
Rider "I" - BS-1 ALL THERMS		0.011800		0.000000	0.000800	0.012600
Rider "I" - BS-1 (Opt Out Provision) ALL THERMS		0.002500		0.000000	0.000200	0.002700
Rider "J" - BS-1		0.047100		0.000100	0.003300	0.050500

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**INTERRUPTIBLE SERVICE, YARD & STREET LIGHTING**

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	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
<b><u>INTERRUPTIBLE TRANSPORTATION (ITS)</u></b>						
SERVICE CHARGE	100.000000				7.000000	107.000000
TRANS CHARGE A	0.028400				0.002000	0.030400
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC:			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
TRANS CHARGE B	0.093200				0.006500	0.099700
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC:			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302
TRANS CHARGE C	0.153200				0.010700	0.163900
SBC:						
CLEP			0.011879	0.000026	0.000833	0.012738
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC:			0.033560	0.000048	0.002319	0.035927
EET			0.006809	0.000015	0.000478	0.007302



SOUTH JERSEY GAS COMPANY  
Schedule of Rate Components  
Appendix A - Effective October 1, 2016

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<u>INTERRUPTIBLE GAS SALES (IGS)</u>	<u>BASE RATE</u>	<u>BGSS</u>	<u>OTHER RIDERS</u>	<u>PUA</u>	<u>NJ SALES TAX</u>	<u>TARIFF RATE</u>
Commodity						Rate Set Monthly
SBC:						
RAC			0.009781	0.000022	0.000686	0.010489
USF			0.011900	0.000000	0.000800	0.012700
Total SBC:			0.021681	0.000022	0.001486	0.023189
EET			0.006809	0.000015	0.000478	0.007302
<u>YARD LIGHTING SERVICE (YLS)</u>						
MONTHLY CHARGE / INSTALL	7.407253	4.636800			0.843084	12.887137
<u>STREET LIGHTING SERVICE (SLS)</u>						
MONTHLY CHARGE / INSTALL	7.985129	6.955200			1.045823	15.986152

**SOUTH JERSEY GAS COMPANY**  
**Schedule of Rate Components**  
**Appendix A - Effective October 1, 2016**

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**Heat Residential Rate Schedule:**

	<i>RSG FSS</i>	<i>RSG-FTS</i>	<i>Difference</i>
BGSS	0.354703	0.000000	0.354703
Cost of Service	0.555401	0.555401	0.000000
CLEP	0.012738	0.012738	0.000000
RAC	0.010489	0.010489	0.000000
TAC	0.000000	0.000000	0.000000
CIP	0.073013	0.073013	0.000000
USF	0.012700	0.012700	0.000000
TIC	(0.001010)	(0.001010)	0.000000
EET	0.007302	0.007302	0.000000
BSC "J" BS-1	0.050500	0.050500	0.000000
<b>Price to Compare</b>	<b>1.075836</b>	<b>0.721133</b>	<b>0.354703</b>

**NonHeat Residential Rate Schedule:**

	<i>RSG FSS</i>	<i>RSG-FTS</i>	<i>Difference</i>
BGSS	0.354703	0.000000	0.354703
CIP	0.026628	0.026628	0.000000
Cost of Service	0.555401	0.555401	0.000000
CLEP	0.012738	0.012738	0.000000
RAC	0.010489	0.010489	0.000000
TAC	0.000000	0.000000	0.000000
USF	0.012700	0.012700	0.000000
TIC	(0.001010)	(0.001010)	0.000000
EET	0.007302	0.007302	0.000000
BSC "J" BS-1	0.050500	0.050500	0.000000
<b>Price to Compare</b>	<b>1.029451</b>	<b>0.674748</b>	<b>0.354703</b>

**GSG**  
**(Under 5,000 therms annually)**

	<i>GSG FSS</i>	<i>GSG-FTS</i>	<i>Difference</i>
BGSS	0.354703	0.000000	0.354703
CIP	0.058332	0.058332	0.000000
Cost of Service	0.443220	0.443220	0.000000
CLEP	0.012738	0.012738	0.000000
RAC	0.010489	0.010489	0.000000
TAC	0.000000	0.000000	0.000000
USF	0.012700	0.012700	0.000000
TIC	(0.001010)	(0.001010)	0.000000
EET	0.007302	0.007302	0.000000
BSC "J" BS-1	0.050500	0.050500	0.000000
<b>Price to Compare</b>	<b>0.948974</b>	<b>0.594271</b>	<b>0.354703</b>

**GSG**  
**(5,000 therms annually or greater)**

	<i>GSG FSS</i>	<i>GSG-FTS</i>	<i>Difference</i>
BGSS	0.436388	0.000000	0.436388
CIP	0.058332	0.058332	0.000000
Cost of Service	0.443220	0.443220	0.000000
CLEP	0.012738	0.012738	0.000000
RAC	0.010489	0.010489	0.000000
TAC	0.000000	0.000000	0.000000
USF	0.012700	0.012700	0.000000
TIC	(0.001010)	(0.001010)	0.000000
EET	0.007302	0.007302	0.000000
BSC "J" BS-1	0.050500	0.050500	0.000000
<b>Price to Compare</b>	<b>1.030659</b>	<b>0.594271</b>	<b>0.436388</b>

**GSG-LV**

	<i>Prior to 7/15/97</i>		
	<i>GSG-LV FSS</i>	<i>GSG-LV-FTS</i>	<i>Difference</i>
BGSS	0.436388	0.000000	0.436388
CIP	0.017676	0.017676	0.000000
Cost of Service	0.241657	0.241657	0.000000
CLEP	0.012738	0.012738	0.000000
RAC	0.010489	0.010489	0.000000
TAC	0.000000	0.000000	0.000000
USF	0.012700	0.012700	0.000000
TIC	(0.001010)	(0.001010)	0.000000
EET	0.007302	0.007302	0.000000
BSC "J" BS-1	0.050500	0.050500	0.000000
<b>Price to Compare</b>	<b>0.788440</b>	<b>0.352052</b>	<b>0.436388</b>

## **SOUTH JERSEY GAS COMPANY**

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

**Appendix B- Original Sheet No. 1**

### **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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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 Decision & Order in Docket No. GR13111137 of the Board of  
Public Utilities, State of New Jersey, dated September 30, 2014

## **SOUTH JERSEY GAS COMPANY**

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

**Appendix B- Original Sheet No. 2**

### **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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**SOUTH JERSEY GAS COMPANY**

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

**Appendix B- Original Sheet No. 3**

**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.

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