



## **Third Party Supplier Support Operating Manual**

**Date: 8/30/16**

# **Third Party Supplier Support**

## **Operating Manual**

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## **Introduction**

South Jersey Gas (SJG) serves customers in 112 municipalities spanning over one-third of the geographic area of New Jersey, in which one-eighth of its population resides. The service area includes all of Atlantic, Cape May, Cumberland and Salem counties and parts of Burlington, Camden and Gloucester counties. Since January 2000, all natural gas customers in New Jersey have been able to choose an alternate supplier other than their current utility. As part of the deregulation process, natural gas customers have the option to purchase gas from their utility or a non-utility natural gas supplier, or marketer. This change was directed by regulators in hopes of replacing regulated utility serve with a competitive retail marketplace where the utility would continue to provide the delivery of natural gas through its pipeline system but where customers would be free to purchase their natural gas supply from a competitive supplier. While much has changed in the gas industry as a result of deregulation, SJG's commitment to providing reliable supplies of natural gas, ensuring the safe delivery of that gas and offering exceptional customer service has not. SJG continues to assist customers in managing their gas bill by offering energy-saving tips, payment assistance and payment options.

## **Section 1. General Statement**

It is the intention of SJG to have, and make available to licensed natural gas suppliers, a comprehensive Third Party Supplier Support Operating Manual on its website. This manual comports with the edicts proffered in "Electronic Data Exchange and Protocol Process Flows for Gas Deregulation in The State of New Jersey" (New Jersey EDI Protocols) and may be downloaded by parties interested in offering natural gas commodity sales service to customers in SJG's service territory.

Any conflicts between the guidelines detailed in this manual and the provisions of SJG's Tariff for Gas Service (Tariff) and/or the agreement(s) entered into with the Third Party Supplier (TPS), the Tariff and/or the agreement(s) shall control.

For information on becoming a licensed natural gas supplier in New Jersey, please access the [New Jersey Board of Public Utilities \(NJBPU\) web site](#).

## Section 2. SJG Transportation Department Contact Information

Mailing Address:

South Jersey Gas Company  
Transportation Services  
215 Cates Road  
Egg Harbor Township, NJ 08234

Main Phone Number: 609-561-9000

Fax Number: 609-646-7282

Web Address: [www.southjerseygas.com](http://www.southjerseygas.com)

Current members of SJG's Transportation Department's team are listed below along with their position title, email address, main phone number extension and cell phone number:

Robert P. Barbieri	Manager, Gas Supply & Transportation Services <a href="mailto:rbarbieri@sjindustries.com">rbarbieri@sjindustries.com</a> Ext. 6581	Cell	609-668-9829
Joanne Mozitis	Transportation Analyst <a href="mailto:jmozitis@sjindustries.com">jmozitis@sjindustries.com</a> Ext. 6589	Cell	609-668-9548
Marlene Micari	Transportation Analyst <a href="mailto:mmicari@sjindustries.com">mmicari@sjindustries.com</a> Ext. 6585	Cell	609-668-9420
Keith Schairer	Transportation Analyst <a href="mailto:kschairer@sjindustries.com">kschairer@sjindustries.com</a> Ext. 6516	Cell	609-864-2332
Svetlana (Lana) Grebenschikov	Transportation EDI Specialist <a href="mailto:sgrebenschikov@sjindustries.com">sgrebenschikov@sjindustries.com</a> Ext. 6531	Cell	609-914-5619

### Section 3. TPS License and Agreement Requirements

SJG currently affords business entities licensed by the State of New Jersey to provide natural gas commodity sales service to customers being served by its distribution system.

Upon obtaining the above mentioned license, TPS should review SJG's Tariff for information regarding the transportation of gas on its system. Contained in said tariff (sheets 157 through 162) is a document entitled AGGREGATOR/MARKETER'S AGREEMENT (A/M Agreement) (see [Exhibit I](#)). The A/M Agreement will facilitate the scheduling and delivery of natural gas to an identified group of customers served under a single rate schedule. It will also allow for the balancing of gas among customers in said group and enable SJG to track, for those customers, imbalances between gas consumed and gas delivered. Please complete and execute duplicate originals of the A/M Agreement and forward same to the following address:

South Jersey Gas  
Transportation Services  
215 Cates Road  
Egg Harbor Township, NJ 08234

However, prior to doing so, we ask that you contact SJG's Transportation Department at [transportation@sjindustries.com](mailto:transportation@sjindustries.com) to ensure completeness of application package.

In addition, before a TPS can conduct business on our system, SJG also requires the following:

- 1.) Copy of NJBPU Third Party Supplier License
- 2.) NJ Sales Tax Form ST-3 Resale Certificate
- 3.) Full name of corporation, mailing address and website address
- 4.) All relevant employee names, telephone numbers and e-mail addresses
- 5.) Credit contact person, telephone number and e-mail address
- 6.) Financial statements for the most recent two year period (audited preferred)
- 7.) Two (2) business references, contact persons and telephone numbers
- 8.) Bank name and bank telephone number
- 9.) DUNS number

10.) Customer rate class(s) intended to be served. 11.)

Billing Services Agreement (see [Section 8](#) below) 12.)

Retail Choice Partner EDI Registration Form

## **Section 4. EDI Overview**

TPSs selling natural gas in SJG's territory are required to utilize the applicable natural gas industry EDI and New Jersey EDI Protocols.

### **What is EDI?**

EDI is the computer to computer exchange of business documents using machine-readable ASC X12 standards. The use of standard formats will allow all parties to develop the business processes and automated systems needed to facilitate the exchange of business information in the restructured natural gas industry.

Proven benefits of EDI include:

Uniform communications with trading partners

Reduces errors, improved error detection

Better audit ability and control

More timely communications

Rapid exchange of business information

Reduced paperwork and associated costs

One time data entry

On-line data storage

Faster management reporting

Reduce clerical workload

## EDI Abbreviations

GAA (814)	General Account Administration
USG (867)	Usage
APA (824)	Application Advice
FAM (820)	Financial Account Maintenance
GAAE (814E)	Enrollment/Request Response
GAAC (814C)	Change/Request Response
GAAH (814HU)	Historical Usage/Request Response
GAAD (814D)	Drop
GAAR (814R)	Reinstatement/Request Response
USGM (867MU)	Monthly Usage
USGH (867HU)	Historical Usage
INVE (810)	Utility Bill Ready Invoice
APAL (824)	Application Advice from SJG
APAE (824)	Application Advice from Supplier
FAMP (820)	Remittance/Payment Advice
FAMW (248)	Write off

A succinct summary of each of the standard business rules, system requirements, contact information and EDI test plan is offered below.

TPSs are also required to complete the Retail Choice Partner Registration Form ([see Exhibit II](#)). Once this information has been submitted, Energy Services Group, Inc. (ESG), SJG's current EDI consultant, will contact the TPS regarding: 1.) connectivity information and 2.) exchange information. ESG was chosen by SJG to manage the transition to EDI. ESG assumes the responsibility for managing the testing process for new TPSs. ESG assumes translation and transportation responsibility of all choice-related transactions, including enrollments, monthly usage and invoices. ESG's compliance guarantee assumes that EDI transactions will comply with current and future marketplace standards.



ESG will contact the TPSs regarding:

- connectivity and any other information needed for certification test plan completion of internal set-ups and completion of connectivity test
- exchange transactions based on test plan scenarios

Once certification testing is complete, ESG will notify SJG and will also forward certification notification to the TPS. A production date will be determined and production connectivity test will then be completed.

**Standard Business Rules:**

- As noted in Section 9 below, SJG will offer the "purchase of receivables" option to TPSs who elect to use SJG's UCB alternative. The POR will be discounted by the applicable fees detailed in [Section 9](#).
- Billing Options:
  - Dual Bill or UCB (as explained in [Section 8](#))
  - SJG does not offer a TPS originated consolidated bill option
- The customer classifications identified as participants in the EDI exchange are RSG Firm Transportation Service (RSGFT), GSG Firm Transportation Service (GSGFT), and NGV Firm Transportation Service (NGVFT) under Rider J. The following tariff schedules are excluded from participation in the EDI process: all firm sales service rate schedules, GSG Firm Transportation Service utilizing Rider I, CTS, LVS-Firm Transportation Service, FES, CS, LVCS, YLS, SLS, IGS, LMS-GS, LMS-LV, NGV-FT, and ITS.
- SJG is utilizing EDI as the method of communicating enrollment and billing information.
- SJG's responses to requests for historical usage from the TPS will be limited to the past 12 months of usage providing 12 months of history exists.
- TPS customer enrollments will only be accepted if they are originated by the TPS. Customers contacting SJG for a TPS will be supplied a list of TPSs licensed in the State of New Jersey
- SJG will accept customer initiated TPS drop requests.
- Customers will be enrolled at the account level, not the meter level. This means all meters associated with an account are switched and that a TPS cannot enroll a single meter on combined accounts. The Service Agreement ID (SAID) will be

communicated as SJG's Account Number to both TPSs and customers participating in New Jersey Choice Program.

- Customer enrollments will become effective following (a 7 day rescission period) with the first meter read date after enrollment is received. For example:

<u>10/20/yy</u>	<u>10/27/yy</u>	<u>11/02/yy</u>	<u>12/02/yy</u>
Enrollment received	End of the rescission of period	First TPS meter read date	Billing

- The Start date is calculated as the first reading date following the 7 day rescission period and enrollment could occur within the same month as the enrollment request is received.
- Meter Read schedules and business days will be posted on the SJI web site for access by licensed TPSs.
- When multiple TPS enrollments are received during the 7 day rescission period, the latest "enrollment received" will determine the TPS with whom the customer is enrolled.
- SJG's Transportation EDI Specialist will serve as the local EDI Administrator to interface with the internet EDI and the TPSs. (See [Section 2](#) for contact information).
- EDI transactions from the TPS will be retrieved by 3:00 pm on scheduled business days and processed the same night.
- If provided on the enrollment, SJG will store the TPS account number.

## Section 5. EDI Transactions

The following processes, as identified in the New Jersey EDI Protocols, are required to implement EDI transactions. All elements defined here are considered the minimal requirements which must be in place by the implementation date.

- **Customer Enrollments** - These are the most complicated of the processes due to the number of possible scenarios. Special consideration must be given to whom the customer contacts to originate the action, the customers current status with regard to transporting gas and when the transaction is received by SJG. Regardless of the scenario, SJG will follow with a confirmation letter to the customer within one business day of accepting an enrollment request.
- **Customer Contacts TPS to Initiate Enrollment** - The TPS will initiate the enrollment with an 814 enrollment request transaction. If the customer is not receiving service from another provider and has no pending enrollments, SJG will respond with an 814 enrollment response indicating the anticipated start date. SJG will follow with a confirmation letter to the customer within one business day of accepting the enrollment request.
  - In the case where there are multiple TPS enrollments received during the 7 day rescission period, the latest "enrollment received" will determine the TPS with whom the customer is enrolled.
- **Customer Contacts New TPS to Switch TPS** - The new TPS may initiate the enrollment with an 814 enrollment request transaction for a customer who is currently enrolled with another TPS or has service pending with another TPS. SJG will respond with an 814 enrollment response indicating the anticipated start date to the new TPS and send a confirmation letter to the customer within one business day of accepting the enrollment request. SJG will also send an 814 drop request to the old TPS. The contract date will be used to determine if the enrollment request is acceptable. Unacceptable requests will be rejected with an 814 reject response transaction to the originator of the 814 enrollment.
- **Customer Contacts SJG to Reverse TPS Selection** (within 7 day rescission period )
  - For a customer wishing to reverse a TPS selection during the 7 day rescission period, they must contact SJG.
  - **Rescission** - If there is no previous pending TPS, the customer will be returned to the SJG system. SJG will drop the customer and send the TPS an 814D drop request transaction. Upon receipt, the TPS will send SJG an 814D drop response transaction. SJG will return the customer to the

appropriate SJG rate schedule and send the customer a confirmation letter.

- **Reversal** - If there is a previously pending TPS and the customer wants to be reinstated with that TPS, SJG will switch the customer to the previous TPS provided it is within the previous TPS's 7 day rescission period. Otherwise, the customer will be returned to the SJG bundled rate.
  - To reinstate the customer, SJG will send an 814D drop request transaction to the pending TPS and an 814R reinstatement request to the previous pending TPS.
- **Customer Contacts SJG to Drop TPS** - (after the 7 day rescission period) the customer can initiate a drop of a TPS by contacting SJG. SJG will drop the customer from the transportation program by sending the TPS an 814D drop request transaction. Upon receipt, the TPS will send SJG an 814D drop response transaction. SJG will return the customer to the appropriate SJG rate schedule and send the customer a confirmation letter.
- **Customer Contacts TPS to Drop TPS** - For the customer initiated drop of a TPS, the customer contacts the TPS. The TPS will drop the customer by sending SJG an 814D drop request transaction (within the 7 day recession period). Upon receipt, SJG will send the TPS an 814D drop response transaction. SJG will return the customer to the appropriate SJG rate schedule and send the customer a confirmation letter.
- **TPS Drops Customer** - The TPS initiates the drop of a customer by sending SJG an 814D drop request transaction (within the 7 day recession period). Upon receipt, SJG will send the TPS an 814D drop response transaction. SJG will return the customer to the appropriate SJG rate schedule and send the customer a confirmation letter.
- **Customer Contacts SJG to Reverse Customer Initiated Drop** - If the customer contacts SJG during the 7 day rescission period to reverse their request to drop a TPS, SJG will return the customer to the TPS. To effect the change, SJG will send an 814R reinstatement request to the TPS. The TPS will follow with an 814R reinstatement response back to SJG.
- **Customer Billing**
  - SJG "Rate Ready" Consolidated Billing - SJG transmits the meter usage data to the TPS via an 867 transaction. SJG will consolidate the TPS charges with their portion of the charges and issue an invoice to the customer. The invoice 810 transaction will be sent to TPS.

- Bad meter readings failed by SJG will not be forwarded to the TPS until corrected.
  - Dual Billing - SJG transmits the meter usage data to the TPS via an 867 transaction. Both SJG and TPS will issue a separate invoice for their respective portions of the bill to the customer.
  - Bad meter readings failed by SJG will not be forwarded to the TPS until corrected.
- **Payments**
  - For TPSs selecting SJG's consolidated bill option, the payment (820 Transaction) will reflect the entire amount of the TPSs billing for payments made on behalf of residential and commercial rate class customers. Discounts applied to the purchase of the receivable will be deducted from the actual payment to the TPSs.
  - For TPSs selecting SJG's consolidated bill option, the actual payments will be made to the TPSs twice per month for residential and commercial rate class customers. The first batch of 820 transactions would be sent on the next business day after the 15<sup>th</sup> day of the month; the second batch of 820 transactions would be sent on the next business day after the last day of the month.
- **Historical Usage**
  - The TPS will initiate the request for historical data via an 814 historical usage request. SJG will respond with an 867 historical usage data transaction.
- **Functional Acknowledgments**

Provide verification of receipt of transactions that comply with the EDI standards. These transactions will be generated at SJG EDI agent level.
- **Customer Account Maintenance**
  - Customer contacts SJG to Final Account - Regardless of the reason for finaling, once SJG issues a final bill on an account, they will notify the TPS with an 814D drop request transaction.
  - Customer's data changes from SJG - SJG is required to notify the TPS of the following changes by transmitting to the TPC an 814C, Change Transaction.

- Change in SJG account number
- Change in customer metering or billing cycle
- Gas delivery requirements not included in EDI process.
- Customer Data Changes from TPS - TPS is required to transmit to SJG changes in the following using the 814C Change transaction.
  - Change in the TPS Rate Amount
  - Change in the TPS Bill Option

**SJG Primary EDI Contact:**

Svetlana (Lana) Grebenschikov – Transportation EDI Specialist – Ext. 6583

Email: [sgrebenschikov@sjindustries.com](mailto:sgrebenschikov@sjindustries.com)

**SJG Secondary EDI Contact:**

Robert Barbieri - Manager, Gas Supply & Transportation Services – Ext. 6581

Email: [rbarbieri@sjindustries.com](mailto:rbarbieri@sjindustries.com)

## **Section 6. EDI Testing**

The following documents the test plan to be used by TPS that wish to transport gas in SJG's service territory utilizing EDI protocols. SJG's EDI Test Plan elaborates on the New Jersey Gas Certification Test Plan where applicable and provides information specific to operation in SJG environment. The goal of the test plan is to define objective criteria for SJG and TPS to validate that the EDI transactions which conform to the standards defined in the New Jersey EDI Protocols.

The NJBPU may moderate the testing and has final ruling on all disputes between SJG and the TPS.

### **EDI Testing Requirements:**

	<b>TPS</b>	<b>SJG</b>
Prior to Testing	<ul style="list-style-type: none"><li>- Licensed in State of NJ</li><li>- Completes a Retail Choice Partner registration form</li><li>- Provide automated test system</li><li>- Understands SJG Standard Business Rules</li><li>- Read and understand the EDI implementation guidelines and data dictionaries</li></ul>	<ul style="list-style-type: none"><li>- Provide test environment</li><li>- Provide test account numbers</li><li>- Establish a test schedule</li><li>- Provide trading partner information to TPS</li><li>- Read and understand the EDI implementation guidelines and data dictionaries</li></ul>
During Testing	<ul style="list-style-type: none"><li>- Keep the test schedule as established by SJG</li><li>- Maintain availability and participation in testing calls</li></ul>	<ul style="list-style-type: none"><li>- Communicate testing exceptions</li><li>- Coordination of periodic testing status calls</li></ul>
After Testing	<ul style="list-style-type: none"><li>- Notify SJG of major changes to EDI related environments</li></ul>	<ul style="list-style-type: none"><li>- Notification to TPS of Level 2 certifications</li><li>- Notify trading partners of major changes to EDI related environments</li></ul>

### **Levels of Certification:**

- **Level 1** - Certifies the communication of sample transactions between SJG and the TPS via EDI over the Internet. This entails a preliminary review of sample EDI transactions that comply with the X12 format. Level 1 certification must be attained prior to the beginning of level 2 testing.
- **Level 2** - Certifies testing between SJG and the TPS are completed according to the New Jersey EDI Protocols document to allow for the accurate exchange of data. Completion of Level 2 certification testing represents the minimum test requirements to achieve production exchange with the utility. Level 2 testing will take place over several weeks as the various test scenarios are transmitted, evaluated, corrected and re-tested.

### **EDI Testing Process**

SJG is able to test a maximum of three (3) TPSs in any given test period. Therefore, it is imperative for the TPS to comport with the planned schedule and not allow the schedule to lag. TPSs who fall behind may be dropped from the current test period and rescheduled at a later date.

## **Indicative EDI Testing Protocol**

### **Level 1 Certification Testing**

- TPS must complete their internal system EDI testing (see the New Jersey Gas Certification Testing Plan for EDI for specific test scenarios that the TPS should be capable of handling)
- TPS should contact SJG to notify them of interest to participate in EDI process
- TPS will complete the Retail Choice Partner Registration Form and return it to SJG
- SJG schedules certification testing and notifies TPS of testing period
- SJG to kick off testing with TPS and SJG's EDI Agent (ESG)
- SJG supplies test account information to the TPS
- TPS begins Level 1 certification with an exchange of sample transactions with ESG
- SJG notifies TPS of Level 1 certification acceptance or failure
- TPSs not achieving Level 1 certification will not move on the Level 2 testing and must be rescheduled for Level 1 certification.

### **Level 2 Certification Testing**

- TPS begins Level 2 certification with SJG
- TPS sends transactions according to test schedule (see [Exhibit III](#) for test frames)
- SJG and TPS communicate testing results
- SJG notifies TPSs of Level 2 certification acceptance or failure
- SJG will notify those TPSs attaining Level 2 certification of a start date. TPS not attaining Level 2 certification must be rescheduled for Level 2 certification

A test frame represents an activity that must be completed by the trading partners. Each frame typically ends with a set of transactions being exchanged between trading partners. A test frame should take no longer than two days to complete. All TPS's being certified (3 at a time) will move from test frames together until all test frames are complete.



## **Section 7. Business Partner Relationship**

The relationships described herein, are intended to serve as a general guide for the purpose of establishing information standards. In order to establish a set of mutually agreed upon standards, there must first be a mutual understanding of the business relationships to which the standards will be applied in accordance with the NJBPU's Orders. The following represents the current understanding of these relationships. It should be noted that in an effort to remain consistent with the Utility Industry Group's terminology, and for the purposes of this document, the term enrollment is used for the transaction involving a customer signing up or canceling gas supply service from a TPS.

### **Customer will:**

1. Give authorization for enrollment.
2. Be responsible for evaluating and securing services from TPS
3. Be responsible for notifying the TPS and/or SJG for any concerns regarding energy supply
4. Notify SJG of move or disconnect
5. Notify TPS of bill option

### **TPS will:**

1. Obtain authorization from customers for customer enrollment
2. Obtain authorization from customers for release of historical usage information
3. Exchange information electronically with SJG for enrollment, changes or discontinuance of service, etc.
4. Render bills for service when a customer selects to receive separate bills from SJG and the TPS.
5. When applicable, provide SJG with the necessary billing information when the customer selects to receive one bill from SJG
6. When applicable, resolve customer payment problems for relevant TPS and/or SJG charges
7. When applicable, maintain records on customer payments and fees
8. Participate in electronic systems testing as defined herein.
9. Provide a point of contact to facilitate business and technical communications
10. Abide by applicable rules issued by the NJBPU
11. Implement and maintain data transmission standards as recommended within this document
12. Communicate and resolve customer disputes

**SJG will:**

1. Provide customers with the NJBPU's list of TPSs as per its Orders
2. Provide information electronically to TPS for enrollment, changes or discontinuance of service, customer information, etc.
3. Maintain an internet site for customer choice information for access by licensed suppliers
4. Release historical usage information and other customer information to TPSs upon TPS receiving appropriate customer authorization
5. Provide billing information to TPSs
6. Provide eligible customers with the bill option that has been communicated by the TPSs provided the TPS has met all necessary regulatory requirements
7. Provide a point of contact to facilitate business and technical communications
8. Implement and maintain data transmission standards as recommended within this document
9. Provide beginning and ending meter readings as well as gas consumption and demand information to the TPS (if applicable)
10. Provide customer payment data on behalf of the TPS to the TPS when not assuming receivables (if applicable)
11. Forward funds collected on behalf of the TPS to the TPS in accordance with each SJG supplier agreement, and/or TPS Customer Account Services Master Service Agreement (SA) (if applicable)
12. Communicate and resolve customer disputes

## **Section 8. TPS Billing Options to Customers**

TPSs are also required to enter into a Billing Services Agreement (BSA) ([Exhibit IV](#)) with SJG. The BSA offers TPSs the option by which they may present invoices to their customers:

- 1.) Utility Consolidated Billing (UCB) – is when SJG will be “Rate Ready” and consolidate the TPS charges with its own portion of the bill and issue a single invoice to the customer. In addition, a TPS who chooses this option will also need to complete a Schedule 1.0 ([Exhibit V](#)), in addition to a BSA.

The BSA is the legal document naming SJG as the billing agent; Schedule 1.0 outlines the fees associated with this service.

(Dual Bill is when both the TPS and SJG issue separate invoices to the customer for their portion of the bill. The TPS will need to complete an Aggregator Marketers A/M Agreement ([Exhibit I](#)).

## **Section 9. SJG Purchase of Receivables**

SJG offers the Purchase of Receivables (POR) for firm residential and commercial rate class customers billed under the UCB option. The following fees are assessed to TPSs for POR services:

- 1.) **POR Fee** of \$.90 fee per bill per month
- 2.) **Bill Presentment and Mailing Fee** of \$.075 per bill per month.

SJG's UCB service not only presents the TPS's commodity charges and distribution (transportation) service charges on one bill, but also offers the option to present the TPS logo (including company name and phone number) on the bill SJG issues to the customer. There is a one-time fee of \$600 associated with presenting TPS information on SJG's bill.

The TPS logo must be presented to SJG in the following format:

- .tif
- black & white
- 300 dpi
- exact size

## **Section 10. Supplier License Renewal**

The NJBPU requires each TPS to apply for renewal of their gas supplier license no later than 30 days prior to the expiration date of their current license (see [Exhibit VI](#)).

The renewal application must include a list of the TPS customers, identifying the number of customers in each rate class.

Please see [Exhibit VII](#) for a list of SJG's rate classes.

## **Section 11. Sales Tax Resale Certificates**

In order for TPSs to be exempt from paying sales tax on cash-out charges for deficiency imbalances, each marketer is required to present a Sales Tax Form ST-3 Resale Certificate to SJG (see [Exhibit VIII](#)).

## **Section 12. Energy Consultant Requirements**

For information regarding the requirements necessary to become a registered Energy Consultant (EC) in the State of New Jersey, please access the NJBPU web site.

Subsequent to registering with the NJBPU, the EC must complete and submit to SJG both a Retail Choice Energy Consultant Application (EC Application, see [Exhibit IX](#)) and an Energy Consultant Agreement (EC Agreement) ([Exhibit X](#)).

(We ask that you contact the Transportation Department at [transportation@sjindustries.com](mailto:transportation@sjindustries.com) prior to submitting your completed agreements to ensure completeness of the application package.)

Subsequent to contacting the transportation team, please execute the EC Application along with executed duplicative originals of the EC Agreement and forward same to:

South Jersey Gas  
Transportation Services Department  
215 Cates Road  
Egg Harbor Township, NJ 08234

Moreover, in order to complete the pre-authorization process, all the information and documentation as detailed in both the EC Application and the EC Agreement (including the Insurance information requested in Appendix B of same) must be submitted to and approved by SJG, along with a copy of the State of NJBPU Energy Agent registration certificate. Subsequent to the review and approval of the above by SJG, a fully executed duplicate original of the EC Agreement will be returned to the EC.

## **Section 13. Daily Gas Nominations on the SJG System**

Residential (RSGFT) and Commercial (GSGFT, GSGLVFT, EGSFT, EGSLVFT & NGVFT) firm transportation customers are aggregated into groups. On or by the 25th of each month, SJG's Transportation Department will communicate the estimated Daily Delivery Requirement (DDR) for each marketer's group(s) and communicate it in advance of the prompt month. The quantity of gas expected for delivery is constant for each day of the month. The DDR for commercial customers is calculated using historical usage information, and residential customers using an average therm use per customer. The monthly excess or deficiency of each group is accumulated seasonally and settled seasonally. SJG requires TPSs to communicate expected delivery of gas supplies intended for their customers on a day-ahead basis. The confirmation of the scheduled

delivery of the gas into SJG's distribution system is provided by Transportation Department personnel on a day-ahead basis, an intra-day basis, a day-after basis and an end-of-month basis. The confirmation is accomplished utilizing the web sites provided by Transcontinental Gas Pipe Line (Transco) and Columbia Gas Transmission (TCO). Any variation from the expected quantity is communicated by Transportation Department personnel to the TPS. Inquiries are made regarding over or under deliveries regardless of magnitude.

All daily nominations will be processed through the marketer portal. For information regarding allocating and nominating gas on the SJG system please see the "**Marketer Portal's Automated Allocation and Nomination Guidelines**" attached as [Exhibit XI](#).

Please note that SJG's deadline for Timely daily nominations is 2:30 pm, Monday through Friday.

If you have a change over the weekend or after hours during the weekday, please follow the procedure provided below:

Procedures for intra-day gas deliveries to request a reduction /additional gas deliveries must still be requested in advance by sending an email to [sjgnom@sjindustries.com](mailto:sjgnom@sjindustries.com) prior to us approving a nomination change on the marketer portal.

We require that the email includes:

- Amount of gas in dekatherms (both the original amount nominated, the new amount nominated and the changed in nomination)
- Contract #
- Pipeline
- Gas date

We will send an email reply advising whether or not the request is approved.

Please follow the procedure below for after hour changes to your gas deliveries on the weekdays and weekends:

Send an email notification to: [sjgnom@sjindustries.com](mailto:sjgnom@sjindustries.com); [McKeecity@sjindustries.com](mailto:McKeecity@sjindustries.com); [rbarbieri@sjindustries.com](mailto:rbarbieri@sjindustries.com); [acaporale@sjindustries.com](mailto:acaporale@sjindustries.com); [mkracke@sjindustries.com](mailto:mkracke@sjindustries.com)

Allocations Desk at 609-646-1561 or 609-646-3179

Marketer portal login instructions are below:

Go to the marketer portal at <https://marketer.sjindustries.com>

Your username is your marketer number preceded by the letter M, example M000

The default password is snowyday123!

Log into the portal using this password and update with the below specifications:

New password must be a minimum of 9 characters.

New password should contain:

- One or more of these special characters @\$%!&
- Alphabets A to Z / a to z
- Numbers 1 to 9

## **Section 14. TPS Package IDs on Interstate Pipelines**

Due to ongoing system integrations, SJG would like to emphasize both the importance and necessity of using the correct package ID on all nominations. As of August 1, 2015, all gas coming to SJG's city gates (Transco #1006583, Columbia #109) must be packaged using the required identifying components:

Marketer number + rank number

For example, if the marketer number is 1111 and the gas nominated on a particular contract is for residential customers, the package ID should be 111121. Listed below are the ranking codes for all rate classes.

If you are unsure of your marketer number, please let us know and we will confirm it for you.

### **SJG Ranking Codes on Columbia & Transco**

<b>Rate Class</b>	<b>Rank</b>
RSGFT - Residential DDR Accounts	21
GSGFT - Small Commercial DDR Accounts	24
GSGLVFT - Large Commercial DDR Accounts	24
EGSFT - DDR Accounts	24
EGSLVFT - DDR Accounts	24
NGVFT - DDR Accounts	24
CTS - Industrial Accounts	24
GSGFT - Commercial Industrial Accounts	24
GSGLVFT - Large Commercial Industrial Accounts	24

EGSFT - Industrial Accounts	25
EGSLVFT - Industrial Accounts	25
LVSFT - Industrial Accounts	24
NGVFT - Industrial Accounts	24
LVCS - Industrial Accounts	25
FES - Industrial Accounts	25
ITS - Industrial Accounts	29

## Section 15. Balancing Provisions

SJG's Balancing Service Clause-General Service (BSC-GS) (Rider "J") is applicable to commercial transportation customers (GSGFT, GSGLVFT, EGS, EGSLVFT & NGVFT) and residential transportation customers (RSGFT). Details regarding Rider "J" can be found on sheets 94 through 98 of SJG's tariff. Balancing Service Clause-Large Volume (BSC-LV) (Rider "I") is applicable to GSGFT, GSGLVFT, EGSFT, EGSLVFT, CTS, LVSFT, NGVFT, ITS and FES customers. Details regarding Rider "I" can be found on sheets 88 through 93 of same. Rider I customers are cashed out on a monthly basis at a rate equal to a percentage of Transco's Zone 6 Non-New York daily midpoint average, as posted in Gas Daily, times a System Impact Charge (SIC) plus other charges where applicable which are explained in detail below.

A commercial customer is engaged primarily in providing a service for the sale of goods or services. An industrial customer, however, is engaged primarily in the processing or changing of raw or unfinished materials into another form or product. SJG offers a diversified rate structure for commercial and industrial customers utilizing Balancing Service Clause-Large Volume (BSC-LV) (Rider "I").

### Brief Description of SJG's Customer Classifications under Rider I

**GSGFT** – A commercial or industrial customer who would not qualify for any other rate schedule.

**GSGLVFT** – A commercial or industrial customer who would not qualify for any other rate schedule with an annualized usage of 100,000 therms or more.

**EGS** – A commercial or industrial electric generation facility; all prime movers and all engine-driven equipment, whether or not used for electric generation, with a firm contract demand of less than 200 mcf/day. Customer may elect Rider J or Rider I.

**EGSLVFT** – A commercial or industrial electric generation facility; all prime movers and all engine driven equipment, whether or not used for electric generation, with a firm contract demand of 200 mcf/day or more.

**CTS** – A commercial or industrial customer having a firm contract demand and an average annual daily firm use of 100 mcf/day or more.

**LVSFT** – A commercial or industrial customer with a contract demand and a minimum annualized average use of 200 mcf/day for equipment without an alternate fuel capability.

**NGVFT** - A commercial or industrial customer who will utilize natural gas for the purpose of providing vehicle fuel. Customer may elect Rider J or Rider I.

**ITS** - A commercial or industrial customer with an alternate fuel capability.

**FES** – customers purchasing or transporting gas to generate electricity with a winter contract demand of 1,000 mcf/day or more, or a summer daily contract demand of 2,000 mcf/day or more, or both.

### **Industrial Balancing Under Rider I**

Industrial customers may also be aggregated into groups. The quantity of gas delivered by a TPS on behalf of the customers within an aggregated group is determined based on the aggregate consumption of the customers. The daily requirements for gas delivery to industrial customers are not dictated by SJG. Instead, TPSs are expected to maintain a variance relationship of consumption and delivery to industrial customer groups that does not exceed a parameter of plus or minus 7.5%. This imbalance condition is monitored by SJG personnel on a daily basis. In the event that the imbalance exceeds plus or minus 7.5%, the imbalance is considered an “Imbalance Requiring Action”(IRA). Upon determining that an IRA exists, SJG Transportation Department personnel will notify the TPS and require that they develop a plan of action to remediate the imbalance to a level of less than 7.5% for the group in question prior to the end of the calendar month. Failure by the TPS to effectuate the agreed to plan will subject the TPS to the consequence referenced in SJG’s tariff under Balancing Rider “I”.

At month’s end, TPSs with industrial customer groups are either charged or compensated for gas imbalances for their aggregated group(s). The derivation of the “cash out” price for gas imbalances can also be found in tariff sheet Balancing Rider “I”. Depending on the percentage of imbalance the cash out rate can be impacted by a multiplier, or the SIC, which serves as a disincentive to TPSs intentionally creating imbalances on SJG’s system.



### **Net Monthly Deficiency Imbalances will be cashed out follows:**

Customers with a net monthly deficiency imbalance shall be charged for service provided during such month, an amount equal to the product of (i) the net monthly imbalance quantity times (ii) one hundred and ten percent (110%) of the simple average of daily postings of 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 SIC. The SIC is determined as follows:

- If monthly gas consumption exceeds monthly receipts by 7.5% of gas consumption or less, the SIC will be one (1)
- If monthly gas consumption exceeds monthly receipts by more than 7.5% but less than 15%, the SIC will be one and three tenths (1.3)
- If monthly gas consumption exceeds monthly receipts by 15% or more, the SIC will be two (2)

### **Net Monthly Excess Imbalances will be cashed out follows:**

Customers with a net monthly excess imbalance shall receive, 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 SIC.

- If monthly receipts exceed monthly gas consumption by 7.5% of gas consumption or less, the SIC will be one (1)
- If monthly receipts exceed monthly gas consumption by more than 7.5% but less than 15%, the SIC will be two-thirds (2/3)
- If monthly receipts exceed monthly gas consumption by 15% or more, the SIC will be one-half (1/2)

## **Section 16. Daily Delivery Requirement Report for Rider J Customers**

Residential (RSGFT) and commercial (GSGFT, GSGLVFT, EGSFT, EGSLVFT & NGVFT) firm transportation customers may be aggregated into groups by rate class. On or by the 25<sup>th</sup> of each month, SJG's Transportation Department will communicate or make available on its marketer portal, the estimated DDR for each of the TPS rate class group in advance of the prompt month. The DDR represents the quantity of gas expected to be delivered to SJG for the specified group each day of the month. The DDR for commercial customers is calculated using historical usage, while the DDR for residential customers is based on an average therm use per customer.

The DDR information made available on SJG's marketer portal is provided in separate files for both residential and commercial rate classes.

For marketer's who have not accessed the marketer portal, please follow the instructions below.

Go to the marketer portal at <https://marketer.sjindustries.com>

Your username is your marketer number preceded by the letter M, example M000

The default password is snowyday123!

Log into the portal using this password and update with the below specifications:

New password must be a minimum of 9 characters.

New password should contain:

- One or more of these special characters @\$%!&
- Alphabets A to Z / a to z
- Numbers 1 to 9

In order to use the "Forget My Password" feature on the marketer portal, you will need to provide SJG's Transportation Department with a default contact. Please provide only one email per marketer. If your account is locked a temporary password will be emailed to you using the "Default Password" provided.

## **Section 17. Enrollments for Industrial Customers**

Notification of enrollments or drops of industrial rate class customers can be sent to the Transportation Department up to last day of the month prior to the start or end of the enrollment. Please send an email notification to [transportation@sjindustries.com](mailto:transportation@sjindustries.com) regarding the pending enrollment or drop with the customer's name, account ID and the requested date.

## **Section 18. Reports Available to TPSs via the Marketer Portal**

### **Allocations Report**

The Allocations Report on the marketer portal shows all the approved allocations by pipeline. Marketers submit nominations via the marketer portal. These allocations are either approved or rejected by SJG. When approved, SJG's system will automatically display these volumes and the TPSs can view them using this report. There is a date range available to the marketers to render the report in.

In addition, the report displays details of all nominations by delivery date, rate class, aggregated group, account information and totals on Transco and Columbia pipelines.

ALLOCATIONS REPORT						
Reporting Date Range		7/1/2015 To 7/2/2015				
Marketer Name		SAMPLE MARKETER				
Marketer Number		1111				
Account Number	Delivery Date	Customer Name	Rate Class	Group Number	Delivery On Transco (dth/d)	Delivery On Columbia (dth/d)
1111111111	7/2/2015	CUSTOMER 1	ITS	0002	0	290
2222222222	7/2/2015	CUSTOMER 2	LVSFT	0044	200	400
1111111111	7/1/2015	CUSTOMER 1	ITS	0002	0	160
2222222222	7/1/2015	CUSTOMER 2	LVSFT	0044	150	400

## Cumulative Daily Data Report

The Cumulative Daily Data report on the marketer portal shows the billing data for industrial customers. It provides the TPSs with a date range to extract billing data. The report, when rendered, shows the transportation total, firm and interruptible metered usage, and the daily imbalance calculations and curtailment codes for industrial customers for each day in the chosen date range.

Regarding CTS customers, their imbalance at the start of each month is displayed in this report as well.

In addition, a total transportation and usage calculation, across all days for industrial customers served by each TPS is offered. These totals are used to calculate the imbalances across the date range.

Reporting Date Range

7/1/2015 To 7/3/2015

Marketer Number

1111

Transportation Volumes

Metered Volumes

Account ID	Customer Name	Prev Mo Imbal Mcf (For CTSFT customers only)	Report Date	Rate Class	FCD MCF/Day	Trans DTHS	Trans MCF	Line Loss MCF	Firm Usage MCF	Interr Usage MCF	Total Usage MCF	Daily Imbalance MCF	Daily Imbalance %	Curtailment Code
1111111111	CUSTOMER 1	500.00	7/3/2015	CTSFT	200	436.0	415.2	6.2	200.0	228.0	428.0	-19.0	-4.4%	1
			7/2/2015	CTSFT	200	436.0	414.4	6.0	200.0	217.0	417.0	-8.6	-2.1%	1
			7/1/2015	CTSFT	200	436.0	412.1	5.5	200.0	179.0	379.0	27.6	7.3%	1
		Total:					1,308.0	1,241.7	17.7	600.0	624.0	1,224.0	0.0	0%
2222222222	CUSTOMER 2	6,000.00	7/3/2015	CTSFT	100	122.0	116.2	2.0	100.0	36.0	136.0	-21.8	-16.0%	1
			7/2/2015	CTSFT	100	122.0	116.0	1.8	100.0	24.0	124.0	-9.8	-7.9%	1
			7/1/2015	CTSFT	100	122.0	115.3	1.8	100.0	27.0	127.0	-13.5	-10.6%	1
		Total:					366.0	343.5	5.6	300.0	87.0	387.0	-45.1	-12.0%

## Cumulative Daily Data by Customer Report

This report is customer specific. It mimics the Cumulative Daily Data Report (outlined above) in design with the exception of an additional drop down menu to view for a particular industrial customer.

Reporting Date Range 7/1/2015 To 7/3/2015 Marketer 1111  
Customer Name CUSTOMER 3

					Transportation Volumes		Metered Volumes							
Account ID	Customer Name	Report Date	Rate Class	FCD MCF/Day	Trans DTHS	Trans MCF	Line Loss MCF	Firm Usage MCF	Interr Usage MCF	Total Usage MCF	Daily Imbalance MCF	Daily Imbalance %	Curtailment Code	
33333333	CUSTOMER 3	7/3/2015	ITS	0	290.0	276.2	0.2	0.0	14.0	14.0		262.0	1871.4%	1
		7/2/2015	ITS	0	290.0	275.7	0.4	0.0	30.0	30.0		245.3	817.7%	1
		7/1/2015	ITS	0	290.0	274.1	6.6	0.0	452.0	452.0		-184.5	-40.8%	1
		Total:				870.0	826.0	7.2	0.0	496.0	496.0	322.8	65%	
Total:					870.0	826.0	7.2	0.0	496.0	496.0	322.8			

## Cumulative Daily Data by Aggregated Groups Summary Report

This is an aggregated version of the Cumulative Daily Data Report on the marketer portal. The aggregation on this report works two ways; billing data for industrial customers rolled up by rate class, and billing data rolled up by aggregated group. This report provides the TPSs with a date range to extract aggregated billing data in. The report, when rendered, shows the transportation total, firm and interruptible metered usage, and the daily imbalance calculations for all industrial customers for each day in the chosen date range rolled up by rate class and the corresponding customer.

Also, displayed below is a view of the same data rolled up by aggregated account number for every day in the date range since many TPSs nominate and deliver for an aggregated group of customers as well as for an individual customer.

### By Industrial Rate Class

		Transportation Volumes				Metered Volumes							
Aggr Account Number	Customer Name	Report Date	Rate Class	FCD MCF/Day	Trans DTHS	Trans MCF	Line Loss MCF	Firm Usage MCF	Interr Usage MCF	Total Usage MCF	Daily Imbalance MCF	Daily Imbalance %	Curtailment Code
ITS	CUSTOMER 1	7/3/2015	ITS	0	290.0	276.2	0.2	0.0	14.0	14.0	262.0	1871.4%	1
		7/2/2015	ITS	0	290.0	275.7	0.4	0.0	30.0	30.0	245.3	817.7%	1
		7/1/2015	ITS	0	290.0	274.1	6.6	0.0	452.0	452.0	-184.5	-40.8%	1
	CUSTOMER 2	7/3/2015	ITS	0	161.0	153.3	0.1	0.0	5.0	5.0	148.2	2964.0%	1
		7/2/2015	ITS	0	161.0	153.0	0.4	0.0	30.0	30.0	122.6	408.7%	1
		7/1/2015	ITS	0	161.0	152.2	3.4	0.0	237.0	237.0	-88.2	-37.2%	1
	<b>Total:</b>				<b>1,353.0</b>	<b>1,284.5</b>	<b>11.1</b>	<b>0.0</b>	<b>768.0</b>	<b>768.0</b>	<b>505.4</b>	<b>66%</b>	
LVSFT	CUSTOMER 3	7/3/2015	LVSFT	500	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1
		7/2/2015	LVSFT	500	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1
		7/1/2015	LVSFT	500	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1
	CUSTOMER 4	7/3/2015	LVSFT	600	212.0	201.9	1.6	108.0	0.0	108.0	92.3	85.5%	1
		7/2/2015	LVSFT	600	212.0	201.5	3.0	210.0	0.0	210.0	-11.5	-5.5%	1
		7/1/2015	LVSFT	600	212.0	200.4	3.3	226.0	0.0	226.0	-28.9	-12.8%	1
	<b>Total:</b>				<b>25,641.0</b>	<b>24,342.9</b>	<b>117.1</b>	<b>20,326.0</b>	<b>15.0</b>	<b>20,341.0</b>	<b>3,884.8</b>	<b>19%</b>	

### By Aggregated Group Number

Aggr Account Number	Report Date	FCD MCF/Day	Trans DTHS	Trans MCF	Line Loss MCF	Firm Usage MCF	Interr Usage MCF	Total Usage MCF	Daily Imbalance MCF	Daily Imbalance %
42091234567	7/3/2015	0	451.0	429.5	0.3	0.0	19.0	19.0	410.2	2158.9%
	7/2/2015	0	451.0	428.7	0.8	0.0	60.0	60.0	367.9	613.2%
	7/1/2015	0	451.0	426.3	10.0	0.0	689.0	689.0	-272.7	-39.6%
	<b>TOTAL:</b>		<b>1,353.0</b>	<b>1,284.5</b>	<b>11.1</b>	<b>0.0</b>	<b>768.0</b>	<b>768.0</b>	<b>505.4</b>	<b>66%</b>
42097654321	7/3/2015	13578	8,547.0	8,140.0	30.3	6,218.0	0.0	6,218.0	1,891.7	30.4%
	7/2/2015	13578	8,547.0	8,124.5	37.8	6,700.0	0.0	6,700.0	1,386.7	20.7%
	7/1/2015	13578	8,547.0	8,078.4	49.0	7,408.0	15.0	7,423.0	606.4	8.2%
	<b>TOTAL:</b>		<b>25,641.0</b>	<b>24,342.9</b>	<b>117.1</b>	<b>20,326.0</b>	<b>15.0</b>	<b>20,341.0</b>	<b>3,884.8</b>	<b>19%</b>

## Daily Meter Reading Report

The Daily Meter Reading Report on the marketer portal shows the total usage across each meter registered against each industrial customer. The metered usage is fed directly by the metrotek.

Marketers are provided with the option of selecting the end of any gas day to view the metered data. The report, when rendered, shows the selected customers for the selected dates for each meter registered under that customer, along with the calculated and converted meter usage to MCF.

Start Read Date	6/30/2015	End Read Date	7/1/2015
Marketer Number	1111		

Account #	Customer Name	End Read Date	Meter	Start Read	End Read	Usage MCF
1111111111	CUSTOMER 1	7/1/2015	734123	27635	27655	200
1111111111	CUSTOMER 1	7/1/2015	434456	193957	194107	150
1111111111	CUSTOMER 1	7/1/2015	234789	18818	18837	19
1111111111	CUSTOMER 1	7/1/2015	345754	22387	22413	26
2222222222	CUSTOMER 2	7/1/2015	834425	19578	19610	32
2222222222	CUSTOMER 2	7/1/2015	945365	57465	57570	105

## Daily Meter Reading by Customer Report

This report is customer specific. It mimics the Daily Meter Reading Report (outlined above) in design with the exception of an additional drop down menu to view for a particular industrial customer. In addition, this report shows the “main” customer name to select in the drop down list since in some cases, a customer may be broken down into multiple sub customers.

Start Read Date	6/30/2015	End Read Date	7/1/2015
Customer Name	CUSTOMER 7	Marketer Number	1111

Account #	Customer Name	End Read Date	Meter Number	Start Read	End Read	Usage MCF
7777777777	CUSTOMER 7	7/1/2015	46765754	6171	6171	0
7777777777	CUSTOMER 7	7/1/2015	74567546	104688	105329	641

## Daily Delivery Requirement Commercial Report

The Daily Delivery Requirement (DDR) Commercial Report on the marketer portal displays the DDR across all retail commercial customers falling into the groups listed under the TPS for the prompt month. Consequently, the TPS receives a breakdown of the amount of gas to purchase or reserve for commercial customers. The total is estimated by analyzing the usage trend across all customers served by the TPS over the last couple of years and the new usage is estimated accordingly. Any new customers lacking the historical trend will be added by the SJG Transportation Analyst based on the usage of other customers falling under the same genre. This report, when rendered, displays the total DDR for every commercial group listed under the TPS. Also, the seasonal imbalance is applied to each group, if applicable.

## Daily Delivery Requirement Residential Report

The Daily Delivery Requirement (DDR) Residential Report on the marketer portal displays the DDR across all retail residential customers falling under heat and non-heat and belonging to groups listed under the TPS for the prompt month. Consequently, the TPS can determine the amount of gas to purchase or reserve for residential customers. Unlike the calculation for commercial DDR customers whereby the usage trend is analyzed, the residential DDR is calculated using each TPS's number of residential customers times the corresponding heat and non-heat factor the count is associated with. The heat and non-heat factors are internal to SJG. This report, when rendered, displays the total number of heat and non-heat customers for each residential group listed under the TPS and the corresponding DDR. Also, the seasonal imbalance is applied to each group, if applicable.

DDR MONTH		August 2015	MARKETER NAME		SAMPLE MARKETER
			MARKETER NUMBER		1111
			MARKETER DUNS NUMBER		123456789
			HEAT FACTOR		1.4
			NON HEAT FACTOR		1.2
			LINE LOSS		1.43%
			TOTAL GAS HEATING		13
			TOTAL NON GAS HEATING CUSTOMERS		

SEASONAL IMBALANCE APPLIED			DDR RESIDENTIAL GROUP SUMMARY					
Group Number	Monthly Seasonal Imbalance	Daily Seasonal Imbalance dth/d	Group Number	Total Customer Count	Unadjusted DDR dth/mo	Monthly Seasonal Imbalance dth/mo	Adjusted Monthly DDR dth/mo	Net DDR dth/d
6999	0	0	6999	13	-18.5	0	-18.5	-1
6111	0	0			-18.5		-18.5	-1

Marketer Number	Group Number	Status	Customer Count	Unadjusted Monthly DDR(dth/mo)
1111	6999	HEAT	13	-18.5
TOTAL				-18.5

## Daily CTS Imbalance Report

The Daily CTS Imbalance Report on the marketer portal displays the daily CTS imbalance for all CTS customers served under the TPS. The TPSs can select a particular month via a drop down list. This report, when rendered, offers the cumulative imbalance over all days in a month. The imbalance that is reflected after the daily update is the result of the total transportation versus consumption and line loss. This report enables the TPS to track their cumulative imbalance on a daily basis.

DAILY CTS IMBALANCE REPORT FROM 7/1/2015 To 7/20/2015									
MARKETER NAME	SAMPLE MARKETER								
MARKETER NUMBER	8888								
MARKETER DUNS NUMBER	65843658344								
Account Name	SAID	Firm Contract Demand (Mcf/Day)	Bill Days	Previous Month Imbalance (Mcf)	Delivered Quantity (Mcf)	Consumed Quantity (Mcf)	Line Loss (Mcf)	Current Month To Date Imbalance (Mcf)	
CUSTOMER 67	36356536	450	20	176.1	7,256.0	7,635.0	110.7	(313.6)	
CUSTOMER 68	86473560	315	20	2,052.3	3,894.2	5,080.0	73.7	792.9	
CUSTOMER 69	24417436	135	20	1,456.2	0.0	0.0	0.0	1,456.2	
CUSTOMER 70	36535654	300	20	(189.4)	5,125.5	4,673.0	67.8	195.3	
CUSTOMER 71	46745632	100	20	525.9	0.0	460.0	6.7	59.2	
CUSTOMER 72	47243865	350	20	70.6	4,011.9	4,295.0	62.3	(274.7)	
SERVICE PROVIDER TOTAL					4,091.7	20,287.6	22,143.0	321.2	1,915.3
MARKETER TOTAL					4,091.7	20,287.6	22,143.0	321.2	1,915.3

## Daily Rider I Imbalance Report

The Daily Rider I Imbalance Report on the marketer portal displays the daily imbalance for all rider I customers (other than CTS rate class) served under the TPS. The TPSs can select a particular month via a drop down list. This report, when rendered, offers the cumulative imbalance over all days in a month. The imbalance that is reflected after the daily update is the result of the total transportation versus consumption and line loss. This report enables the TPS to track their cumulative imbalance on a daily basis.

IMBALANCE REPORT FOR RIDER I CUSTOMERS EXCLUDING CTS RATE CLASS CUSTOMERS									
IRA DAILY DATA REPORT FROM 4/1/2016 THROUGH 4/26/2016									
MARKETER NAME		Sample							
MARKETER NUMBER		1111							
MARKETER DUNS NUMBER		1111111111							
Interruptible Transportation Service									
Rate Class	SAID	Customer Name	Line-Loss Percent(%)	FCD (mcf/d)	Transportation MCF	Consumption MCF	Line Loss MCF	Imbalance MCF	Percent Imbalance
ITS	11111111	Customer 1	1.43	0	0	0	0	0	0
TOTAL:				0	0	0	0	0	0
Large Volume Service FT									
Rate Class	SAID	Customer Name	Line-Loss Percent(%)	FCD (mcf/d)	Transportation MCF	Consumption MCF	Line Loss MCF	Imbalance MCF	Percent Imbalance
LVSFT	11111111	Customer 2	1.43	415	10,008.30	9,318.30	135.2	554.9	6
TOTAL:				415	10,008.30	9,318.30	135.2	554.8	6

For marketer's who have not accessed the marketer portal, please follow the instructions below.

Go to the marketer portal at <https://marketer.sjindustries.com>

Your username is your marketer number preceded by the letter M, example M000

The default password is snowyday123!

Log into the portal using this password and update with the below specifications:

New password must be a minimum of 9 characters.

New password should contain:

- One or more of these special characters @\$%!&
- Alphabets A to Z /a to z
- Numbers 1 to 9

In order to use the "Forget My Password" feature on the marketer portal, you will need to provide SJG's Transportation Department with a default contact. Please provide only one email per marketer. If your account is locked a temporary password will be emailed to you using the "Default Password" provided.

For more information regarding allocating and nominating gas on the SJG system please see [Exhibit XI](#).

## **Section 19. Rider J End of Month Reports**

The ends of month reports available to TPSs via the marketer portal are the **End of Month DDR Imbalance Report** and the **End of Month Seasonal Imbalance Report**. The DDR Imbalance Report offers the TPS a summary of delivered quantities versus calendar month consumption for each rider J group. The Seasonal Imbalance Report tracks the application of the prior season's balance, in addition to the cumulative balance of the current season's imbalance.



Monthly Imbalance Report for DDR Groups																
Marketer Name		Marketer Name														
Month		April 2016														
Retail BTU Factor		1.037														
Marketer Number	Group Number	Unbilled Consumption April 2016 (dth/mo)	Unbilled Consumption March 2016 (dth/mo)	Unbilled Variance April 2016 compared to March 2016 (dth/mo)	Bill Cycle Consumption March 2016 / April 2016 (dth/mo)	Calendar Month Consumption April 2016 (dth/mo)	Projected Usage Unadjusted DDR (before line loss) April 2016 (dth/mo)	Line Loss April 2016 (dth/mo)	Unadjusted DDR (after line loss) April 2016 (dth/mo)	Variance Unadjusted DDR (after line loss) to Net Calendar Month Consumption April 2016 (dth/mo)	Variance Unadjusted DDR (after line loss) to Net Calendar Month Consumption April 2016 (percentage)	Seasonal Imbalance Applied April 2016 (dth/mo)	Delivery Requirement Adjusted DDR (before line loss) April 2016 (dth/mo)	Deliveries April 2016 (dth/mo)	Delivery Imbalance April 2016 (dth/mo)	Total Imbalance Created April 2016 (dth/mo)
8888	1234	(64,793.2)	(78,404.6)	13,611.4	(95,737.1)	(82,123.7)	75,630.0	(1,190.9)	74,439.2	(7,686.5)	-9.4%	0.0	75,630.0	75,630.0	0.0	(7,686.5)
8888	2345	(34.8)	0.0	(34.8)	0.0	(34.8)	0.0	(0.9)	(0.9)	(35.3)	-101.5%	0.0	0.0	0.0	0.0	(35.3)
8888	3456	(43,937.0)	(35,660.4)	(8,276.6)	(62,665.8)	(70,942.4)	43,260.0	(1,028.7)	42,231.3	(28,711.1)	-40.5%	0.0	43,260.0	43,260.0	0.0	(28,711.1)
8888	4567	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0%	0.0	0.0	0.0	0.0	0.0
8888	5678	(1,820.8)	(2,471.7)	642.9	(2,346.0)	(2,303.1)	1,861.2	(33.4)	1,827.8	(875.3)	-29.3%	0.0	1,861.2	1,850.0	(11.2)	(886.5)
TOTAL		(110,303.8)	(116,536.7)	5,942.9	(161,348.9)	(155,406.0)	120,351.2	(2,253.4)	118,297.8	(37,108.2)	-23.88%	0.0	120,351.2	120,340.0	(11.2)	(37,119.4)

SEASONAL IMBALANCE REPORT

SUMMER: April - October (7 months)	WINTER: November - March (5 months)
------------------------------------	-------------------------------------

Marketer Name	Marketer Number	Group Number	Current Imbalance Created (dth)	Starting Winter 2015/2016 Imbalance (dth)	Winter 2015/2016 Imbalance Applied (dth)	Ending Winter 2015/2016 Imbalance (dth)	Summer 2016 Imbalance (dth)	Total Imbalance (dth)
Marketer Name		8888	1234 (7,686.5)	94,573.2	0.0	94,573.2	(7,686.5)	86,886.7
			2345 (35.3)	0.0	0.0	0.0	(35.3)	(35.3)
			3456 (28,711.1)	0.0	0.0	0.0	(28,711.1)	(28,711.1)
			4567 0.0	0.0	0.0	0.0	0.0	0.0
			5678 (886.5)	0.0	0.0	0.0	(886.5)	(886.5)
TOTAL			(37,119.4)	94,573.2	0.0	94,573.2	(37,119.4)	57,453.8

The summer season is April through October; the winter season is November through March (5 months). The consolidated summer imbalance is applied in 4 equal quantities to increase or decrease a supplier's delivery requirement in the next winter season. The consolidated winter imbalance is applied in 5 equal quantities to increase or decrease a supplier's delivery requirement in the next summer season. April and November are exempt from application.

The Summer season includes the months of April, May, June, July, August, September, and October (7 months). The Winter season includes the months of November, December, January, February, and March (5 months).

The consolidated imbalances of April through October are applied in equal quantities to increase or decrease a TPS's delivery requirement in the months of December through March (4 months). The consolidated imbalances of November through March are applied in equal quantities to increase or decrease a TPS's delivery requirement in the months of May through October (6 months). The months of April and November are exempt from application but not accumulation.

## Section 20. Historical Usage

Historical usage may be obtained via EDI for rate classes identified as participants in the EDI exchange and utilizing Rider J, specifically GSGFT, GSGLVFT, EGSFT, EGSLVFT, RSGFT and NGVFT. An 814 EDI transaction is required to obtain historical usage.

Commercial and industrial rate classes utilizing Balancing Service Clause Large Volume (BSCLV) utilizing Rider I are GSGFT, GSGLVFT, EGSFT, EGSLVFT, CTS, LVSFT, ITS, NGVFT, and FES.

If data is available, historical usage files will contain up to 12 months of data.

A customer's signature does not have to be submitted in order to obtain usage history but it is imperative that TPSs can produce the customer's authorization upon SJG's request.

## **Section 21. Lists of Active Firm Customers (Rider J)**

A list of active Rider J customers can be made available upon request by sending an email to [transportation@sjindustries.com](mailto:transportation@sjindustries.com). A file will be sent to you within 24 to 48 hours.

## **Section 22. Meter Reading Cycles**

Gas meters are read on a cycle basis throughout the month on what SJG calls "routes". There are 20 routes in every month and every customer account is read with the assigned route once per month. These cycle-read customers are included in SJG's retail billing system. All commercial and residential usage information is communicated via an 867MU (USGM) EDI transaction. The consumption is communicated to the TPS the day after each cycle bills. Consumption is communicated in ccf (HH) and usage is communicated in therms (TD). A link is available on SJG's website to obtain the current Meter Reading Schedule or see [Exhibit XII](#) attached.

## **Section 23. Remediation of Gas Used on a Non-Registering Meter**

Where it has been determined that a residential or commercial firm transportation customer had a non-registering meter(s), and where the TPS has not delivered gas to satisfy the non-registered usage, and where the gas which had been used during the time the meter was not registering was SJG's system supply gas, it is SJG's current policy to remediate the imbalance by billing the customer directly for the determined usage at the applicable SJG BGSS rate(s) in effect during the period in question.

## **Section 24. Notices**

Based on system operating conditions, SJG may issue various notices from time-to-time to TPSs. Please reference [Exhibit XIII](#) for examples of such notices.

## **Section 25. Interstate Pipeline Nomination Timelines**

As a result of FERC Order No.809 and consistent with the standards developed by the North American Energy Standards Board (NAESB) Wholesale Gas Quadrant, the nationwide timelines for nominating natural gas on the interstate pipelines have been revised effective for gas day April 1, 2016. These changes are documented in the attached [Exhibit XIV](#). SJG has adjusted its nomination timelines in concert with the new standards, with the exception of the timely nominations which are now due to SJG by 1:30 pm central clock time or 2:30 pm eastern clock time.

# Exhibit I

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

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

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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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SOUTH JERSEY GAS COMPANY

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

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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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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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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)

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**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)

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

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(Customer Account Number)

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(Name of Customer)

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(Customer Account Number)

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

\_\_\_\_\_  
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# Exhibit II



## Retail Choice Partner Registration

### Company Information

Name of Company: \_\_\_\_\_

Duns Number (9 digits): \_\_\_\_\_

State Registering for: \_\_\_\_\_ Current NJBPU License: \_\_\_\_\_

VAN Services Provider: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Contact Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Document Information

810 Invoice ☐

820 Remittance Advance ☐

824 Application Advice ☐

814 Enrollment ☐ Change ☐ Drop ☐ Reinstatement ☐

867 Usage Reports ☐

997 Functional Acknowledgement ☐

## Retail Choice Partner Registration

### Enveloping Information

#### Test

Qualifier: \_\_\_\_\_ Sender ID: \_\_\_\_\_

Group ID: \_\_\_\_\_

Effective Date: \_\_\_\_\_

#### Production

Qualifier: \_\_\_\_\_ Sender ID: \_\_\_\_\_

Group ID: \_\_\_\_\_

Effective Date: \_\_\_\_\_

### GISB Information

#### Test

URL: Port/CGI and IP Address (Primary) \_\_\_\_\_

URL: Port/CGI and IP Address (Secondary) \_\_\_\_\_

PGP User ID: \_\_\_\_\_ GISB Common Code: \_\_\_\_\_

HTTP Login ID: N/A \_\_\_\_\_ Password: \_\_\_\_\_

GISB Key Administrator E-Mail Address: \_\_\_\_\_

GISB Failure Notification E-Mail Address: \_\_\_\_\_

VAN Failover: N/A \_\_\_\_\_ Automated/Manual \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Retail Choice Partner Registration

---

### Production

URL: Port/CGI and IP Address (Primary) \_\_\_\_\_

URL: Port/CGI and IP Address (Secondary) \_\_\_\_\_

PGP User ID: \_\_\_\_\_ GISB Common Code: \_\_\_\_\_

HTTP Login ID: N/A \_\_\_\_\_ Password: \_\_\_\_\_

GISB Key Administrator E-Mail Address: \_\_\_\_\_

GISB Failure Notification E-Mail Address: \_\_\_\_\_

VAN Failover: N/A \_\_\_\_\_ Automated/Manual \_\_\_\_\_

Effective Date: \_\_\_\_\_

Please return the completed form to:

[Transportation@sjindustries.com](mailto:Transportation@sjindustries.com)

Or

South Jersey Gas  
Transportation Services Department  
215 Cates Road  
Egg Harbor Township, NJ 08234

# Exhibit III

## Level 2 EDI Test Frames

Account#	Frame#	Responsibility	Transaction#	Description
1	1	TPS	814E	Request enrollment and historical usage for an account with an invalid account number.
	2	SJG	814 E	Reject response with reject reason A76 (invalid account #).
		SJG	814 HU	Reject response for historical usage.
2	1	TPS	814E	Request enrollment and historical usage for an account with a valid account number
	2	SJG	814E	Accept response for enrollment.
		SJG	814HU	Accept response for historical usage.
		SJG	867HU	Historical usage information.

3	1	TPS	814E	Request enrollment and historical usage for an account with a valid account number.
	2	SJG	814E	Accept response for enrollment.
		SJG	814HU	Accept response for historical usage.
		SJG	867HU	Historical usage information.
	3	TPS	814C	Change In Bill Option.
	4	SJG	814C	Accept response for change Bill Option

4	1	TPS	814E	Request enrollment and historical usage for an account with a valid account number.
	2	SJG	814E	Accept response for enrollment.
		SJG	814HU	Accept response for historical usage.
		SJG	867HU	Historical usage information.



	3	SJG	814C	Change in SJG account #.
	4	TPS	814C	Accept response for change in SJG account #.

5	1	TPS	814E	Request enrollment and historical usage for an account with a valid account number.
	2	SJG	814E	Accept response for enrollment.
		SJG	814HU	Accept response for historical usage.
		SJG	867HU	Historical usage information.
	3	TPS	814D	Drop request from TPS within rescission period.
	4	SJG	814D	Accept response for drop.

6	1	TPS	814E	Request enrollment and historical usage for an account with a valid account number.
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	2	SJG	814E	Accept response for enrollment.
		SJG	814HU	Accept response for historical usage.
		SJG	867HU	Historical usage information.
	3	TPS	814D	Drop request from TPS outside rescission period..
	4	SJG	814D	Reject response for drop.

7	1	TPS	814E	Request enrollment usage for an account with a valid account number.
	2	SJG	814E	Accept response for enrollment.
	3	SJG	867MU	SJG provides usage for one month.
	4	SJG	810	SJG provides rate-ready invoice.
	5	SJG	820	SJG sends payment transaction.

8	1	TPS	814E	Request enrollment usage for an
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				account with a valid account number.
	2	SJG	814E	Accept response for enrollment.
	3	SJG	867MU	SJG provides usage for one month.
	4	SJG	810	SJG provides rate-ready invoice.
	5	SJG	867MU	To cancel Month 1 usage.
		SJG	867MU	To provide restated usage for month.
		SJG	810	To cancel Month 1 invoice.
		SJG	810	To provide rate-ready invoice reflecting updated balances.
	6	TPS	820	SJG sends payment transaction.

# Exhibit IV

## **SOUTH JERSEY GAS COMPANY SERVICES AGREEMENT**

SERVICES AGREEMENT (this "Agreement"), effective \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Company" or "Marketer") and South Jersey Gas Company ("SJG"), a New Jersey corporation, with offices located at 1 South Jersey Plaza, Folsom, New Jersey, 08037 collectively referred to herein as the "Parties."

WHEREAS, the Company requests SJG to provide certain customer account and/or marketing services as identified in the attached Schedule.

WHEREAS, SJG agrees to perform the services identified on the attached Schedule on behalf of the Company; and

WHEREAS, the Company desires that SJG provide such services on its behalf to support the activities of the Company.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein set forth, the parties agree as follows:

### **1.0 SERVICES.**

1.1 SJG agrees to provide the Company with certain customer account, customer contact and other services as identified in the attached Schedule ("the Services"). If the Services as defined need to be adjusted because of a legal or regulatory requirement or to comply with good business practices, then the Parties shall mutually agree as to how to reflect such adjustment.

1.2 The terms and conditions of the Schedule are incorporated into this Agreement when properly executed by SJG and the Company.

1.3 The Company may request additional services to be performed on its behalf. If SJG agrees, the Schedule will be amended to include the additional services requested and the amended Schedule will be incorporated into this Agreement in lieu of the original Schedule.

### **2.0 PAYMENT.**

2.1 As compensation for the performance of the Services, the Company agrees to pay according to the fee schedule identified in the Schedule. If additional Services are provided, the fees for these Services will be identified in an amended Schedule. The Company consents to permit SJG to provide services to the Company hereunder.

2.2 For the Services, SJG shall invoice the Company on or before the fifteenth (15) day of the month following the month in which the Services are performed with payment due on the twenty-fifth (25) of that month.

### **3.0 TERM OF AGREEMENT**

3.1 Subject to Section 3.2, the term of the Agreement shall be from the date the Parties sign the Agreement for a period of one year . This Agreement shall automatically renew for a period of twelve months unless either Party notifies the other of its decision to terminate in writing at least 90 days before the expiration date of the Agreement.

3.2 Notwithstanding Section 3.1, this Agreement shall terminate as follows:

(a) Either party may terminate this Agreement upon giving thirty days prior written notice of any breach of this Agreement by either Party.

(b) Either Party may terminate this Agreement for any reason upon giving 90 days written notice.

3.3 Any termination of this Agreement will not adversely affect any rights of the Parties arising prior to termination.

### **4.0 DISPUTES AS TO BILLING.**

4.1 If either Party in good faith believes that there has been an error in any amount invoiced or any amount paid, then such Party shall notify the other Party of such alleged error and shall provide the other with sufficient records relating to the dispute so as to permit the parties to attempt to resolve the dispute. In the event of a dispute regarding an invoice, the disputing Party shall nevertheless pay the invoiced amount. If the Parties can not reach agreement, then the provisions of Section 14.0 shall govern the resolution of disputes regarding amounts invoiced.

### **5.0 INDEMNIFICATION.**

5.1 SJG's duty to provide indemnification under this section 5.1 shall only be enforceable if there has been a final judicial determination that SJG was grossly negligent or that it engaged in willful misconduct in the performance of the Services. SJG shall be entitled to exercise any and all rights to appeal a judicial determination of gross negligence or willful misconduct, and the duty to indemnify the Company shall only be enforceable after SJG has exercised all available avenues of appeal.

5.2 Except to the extent caused by SJG's gross negligence or willful misconduct, the Company shall indemnify and hold harmless each of SJG and its agents, affiliates, officers, partners, employees, consultants, representatives, successors and assigns, from and against any and all damages arising out of or resulting from SJG's performance of the Services.

5.3 Upon receipt by an indemnified person of notice of a claim, action, or proceeding against it for which indemnity may be sought hereunder, the indemnified person shall promptly notify the indemnifying person. At its option, the indemnifying person may assume the defense

of such claim at its cost, or may allow the indemnified person to assume the defense of such claim. If the indemnified person assumes the defense of its claim, the indemnified person shall be entitled to reimbursement for the reasonable costs of defending such claim upon a judicial or arbitrator's determination that the indemnified person is entitled to such reimbursement in accordance with the terms of this Agreement.

#### **6.0 INDEPENDENT CONTRACTOR.**

6.1 SJG and the Company shall act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, agent or partner. Except as provided for in this Agreement, neither Party shall have any right or authority, and shall not attempt, to enter into any contract, commitment or agreement or incur any debt or liability, of any nature, in the name of the other.

#### **7.0 APPLICABLE LAW.**

7.1 This Agreement, and all terms and provisions contained herein, and the respective obligations of the Parties are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction over the parties. This Agreement shall be governed by and interpreted in accordance with laws of the State of New Jersey without application of the conflicts of law provisions thereof.

#### **8.0 NOTICES.**

8.1 All notices or other communications required by this Agreement shall be effective upon receipt and shall be in writing and personally delivered or mailed by registered or certified mail, as follows:

**If to SJG:**

South Jersey Gas Company  
1 South Jersey Plaza  
Folsom, New Jersey 08037  
Attn: Michael R. Halter  
cc: Gina Merritt-Epps- Legal Dept

**If to Company:**

or to such other address as hereafter shall be furnished as provided in this Section by either of the Parties hereto to the other.

#### **9.0 SUCCESSORS AND ASSIGNS.**

9.1 This Agreement shall be binding upon the successors and assigns of the Parties hereto; provided, however, no party may assign any part of its interests under this Agreement without the express written consent of the other Party.

#### **10.0 WAIVER.**

10.1 No waiver by either Party of any one or more defaults in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of a like or different character.

#### **11.0 HEADINGS.**

11.1 The headings contained in this Agreement are for convenience of reference only and do not qualify or affect in any way the meaning or interpretation of this Agreement.

#### **12.0 ENTIRE AGREEMENT.**

12.1 This Agreement sets forth the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes and replaces any prior understanding, agreement or statement of intent, in each case, whether written or oral.

#### **13.0 RIGHTS AND REMEDIES.**

13.1 The rights and remedies granted under this Agreement shall not be exclusive but shall be in addition to all other rights and remedies available at law or in equity, except that the Parties agree that neither Party shall be liable to the other for any indirect, special, punitive, or consequential damages or lost profits as a result of a breach of any provision of this Agreement.

#### **14.0 RESOLUTION OF DISPUTES**

##### **Negotiation**

14.1 All claims, disputes and other matters in question between the Parties to this Agreement, arising out of or relating to the services or this Agreement or the breach thereof, shall be submitted in writing to the other Party with a concise statement of the question or issue in dispute, together with relevant facts and documentation. The Parties shall then use their best efforts to resolve the claim or dispute within 20 days following the submission of such claim through good faith negotiations.

##### **Arbitration**

14.2 With respect to a dispute arising out of or relating to the services if not resolved through negotiation, the matter shall be decided by binding arbitration in accordance with the Rules of the American Arbitration Association then in effect and the decision rendered by such arbitration will be final and judgment may be entered upon it in any court having jurisdiction thereof. Such arbitration will be held in Atlantic County and will be the exclusive recourse of any Party hereunder, except that in the event of any actual or threatened breach or default which could give rise to irreparable harm, the non-defaulting Party may apply to any court for injunctive or other equitable relief, pending the outcome of the arbitration.



## **15.0 FORCE MAJEURE**

15.1 SJG shall not be liable for any delay in performance, or nonperformance caused by circumstances beyond SJG's reasonable control, including but not limited to acts of God, fire, accident, flood, explosion, war, hurricane, tornadoes, riots, strikes, work stoppages, government action or inaction or request of government authority.

## **16.0 CONFIDENTIALITY**

16.1 SJG will provide information relative to the Company's customers which is confidential and proprietary to the customer only with prior affirmative written consent of that customer or in a manner as otherwise authorized by the New Jersey Board of Public Utilities.

16.2 While providing the Services, SJG and its employees, agents and subcontractors may obtain, directly or indirectly, privileged or confidential information proprietary to Company or its affiliates. Accordingly, SJG agrees, for itself and on behalf of its employees, agents, and subcontractors, to treat and maintain all information received by SJG as privileged and confidential, and not to disclose or cause to be disclosed to others, including, but not limited to, unauthorized personnel of SJG or any third parties, or to use such information without the specific written authorization from Company, except as may be required by law. These requirements as to confidentiality and non-disclosure do not apply to information which (a) is in the public domain, (b) is already known to or by SJG, (c) is furnished by or obtained from a third party which is under no obligation to keep the information confidential. Prior to any disclosure required by law, SJG shall notify Company of the required disclosure beforehand so that Company may seek to obtain a protective order or other satisfactory assurance of confidential treatment. Provided, however, that SJG may provide such confidential information to the Staff of the New Jersey Board of Public Utilities upon execution of an appropriate protective order or confidentiality agreement.

16.3 While receiving the Services, Company and its employees, agents and subcontractors may obtain, directly or indirectly, privileged or confidential information proprietary to SJG or its affiliates. Accordingly, Company agrees, for itself and on behalf of its employees, agents, and subcontractors, to treat and maintain all information received by Company as privileged and confidential, and not to disclose or cause to be disclosed to others, including, but not limited to, unauthorized personnel of Company or any third parties, or to use such information without the specific written authorization from SJG, except as may be required by law. These requirements as to confidentiality and non-disclosure do not apply to information which (a) is in the public domain, (b) is already known to or by Company, (c) is furnished by or obtained from a third party which is under no obligation to keep the information confidential. Prior to any disclosure required by law, Company shall notify SJG of the required disclosure beforehand so that SJG may seek to obtain a protective order or other satisfactory assurance of confidential treatment.

16.4 These confidentiality obligations shall continue after and survive completion of the Services, or expiration of this Agreement.

**17.0 REPRESENTATIONS AND WARRANTIES**

17.1 Each Company and SJG represent and warrant to the other that it is duly organized, validly existing and in good standing under the laws of the state of its organization and has all requisite corporate power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereby.

17.2 The execution and delivery of this Agreement has been duly and validly authorized by all necessary corporate action.

17.3 Upon execution and delivery of this Agreement, it will constitute a valid and binding obligation of each such Party enforceable against it in accordance with its terms except as limited by applicable bankruptcy, insolvency and similar laws.

**SOUTH JERSEY GAS COMPANY**

BY: \_\_\_\_\_

Name

Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
BY: \_\_\_\_\_

Name

Title:

\_\_\_\_\_  
Attest

# Exhibit V

### Schedule 1.0

1. SJG will provide Company's customers ("Customers") with a "Consolidated Bill" or "Consolidated Billing" as that term is used in the Order of the Board of Public Utilities in Docket Nos. EX99090676 and EX94120585Y dated June 24, 2004 (the "Order"). A Customer of Company shall be entitled to a Consolidated Bill once it is determined by SJG that the Customer is creditworthy.
2. SJG will provide Consolidated Billing services for residential and commercial Customers at a cost of \$.075 per bill. This cost covers calculation of the Marketer charges, a line item on the bill identifying by Marketer the per unit cost and a total Marketer cost. Mailing and payment processing are also included.
3. SJG will purchase the receivables associated with Customers of Company for whom SJG provides a Consolidated Bill. The purchase price for the receivables associated with residential Customers shall be calculated as follows: (a) SJG's historical uncollectible rate, expressed as a percentage, for the immediately preceding calendar year will be applied to the average customer bill determined for each Company for the twelve month period ending the immediately preceding July 31 to determine the per bill rate to be assessed to the Company. This calculation will be applied for each twelve month period commencing September 1. Provided, however, that should the average bill of a customer of a Company increase or decrease by ten (10) or more percent during the twelve month period commencing September 1, an adjustment shall be made to the charges applicable to the Company. The purchase price for receivables associated with commercial/industrial Customers shall be as follows: (b) SJG's historical commercial/industrial uncollectible rate, expressed as a percentage and determined as of each December 31, will be applied on a monthly basis to the bills for customers of the Company.
4. A Customer of Company for whom a Consolidated Bill is sent will be informed that the failure of that Customer to keep its bill payment current may result in a conversion from Consolidated Billing to Dual Billing for a period of one year, or less, at the discretion of SJG. As used in this Schedule 1.0, the terms "Dual Billing" or "Dual Bill" shall have the same meaning as is ascribed to those terms by the Order.
5. Customer accounts that are one hundred twenty (120) days in arrears will be considered seriously delinquent and, at SJG's discretion, may be converted from Consolidated Billing to Dual Billing. Should SJG elect to discontinue Consolidated Billing to a seriously delinquent Customer, the Customer and the Company will be notified that the Consolidated Bill will not be supplied and that Dual Billing will commence with the next meter reading date, as long as the next meter reading date is no less than fifteen (15) days from the date of said notification.
6. If a Customer is converted from Consolidated Billing to Dual Billing for any reason, both SJG and the Company will be responsible for the Customer's respective receivables, effective as of the start of Dual Billing. That is, effective as of the start of Dual Billing, SJG will be responsible for receivables associated with transportation of the gas commodity, and Company will be responsible for receivables associated with acquisition of the gas commodity.

7. If SJG assumes the Company's receivables, then SJG will provide a means for notifying the Company, on at least a monthly basis, of all accounts of Customers sixty (60) or more days in arrears. The notification will identify the Customer and will also include the amount of commodity arrearage.

8. SJG will process enrollment applications for Company at no charge provided that the Customer's account number is provided. If a Customer enrollment application is received without provision of the Customer's account number, the enrollment will be processed at a rate of \$43.83 per hour.

9. SJG may implement the charging of an administrative fee, or alter the purchase price pursuant to which receivables are purchased from the Company. Provided, however, that SJG may only do so after providing the Staff of the Board with notice of the implementation of any such administrative fee (or any adjustment thereto after one is implemented) and of any adjustment to the purchase price for receivables. Such notice to the Staff of the Board must include supporting documentation. The Company retains its statutory right to question any administrative fee or change in receivables purchase price implemented pursuant to this paragraph 9.

10. The Order and any past or future applicable orders of the Board in Docket Nos. EX99090676 and EX94120585Y are incorporated into this Schedule 1.0.

ATTEST:

SOUTH JERSEY GAS COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMPANY NAME

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit VI



## NEW JERSEY BOARD OF PUBLIC UTILITIES

### ELECTRIC POWER and GAS SUPPLIER LICENSE RENEWAL

**Authority:** New Jersey Administrative Code (N.J.A.C.) Title 14, Chapter 4, Subchapter 2, Interim Licensing and Registration Standards

#### **N.J.A.C. 14:4-2.4**

- (a) To renew a valid electric power or gas supplier license, the licensee must apply for renewal no later than 30 days before the expiration date of the current license.
1. The Application for renewal must be on such form as prescribed by the Board;
  2. The renewal applications shall include, at a minimum:
    - i. The number of customers by customer class (i.e. utility specific rate schedule), currently being served by the licensee;
    - ii. The licensee's most recent 12 month and calendar year sales volumes in New Jersey, by customer class (i.e. utility specific rate schedule); including a copy of the licensee's tax report as required by the Department of the Treasury pursuant to P.L. 1997, c.162;
    - iii. A listing of the number of residential customers it serves in the State, by Zip plus 4;
    - iv. Any changes to the information contained in the licensee's most recent license application or renewal;
    - v. Proof that a surety bond, or other approved security, has been obtained pursuant to N.J.A.C 14:4-2.6(e) and will be maintained throughout the period for which the license is valid;

## APPLICATION INSTRUCTIONS

- All renewal applications submitted to the New Jersey Board of Public Utilities must be completed and include all fees, documents, schedules and attachments.
- Type or print all answers. Do not leave any questions unanswered. If a question is not applicable to you or if the answer is none, please type or print N/A or NONE.
- Any question that is answered "yes" requires a detailed explanation. Attach a separate schedule providing details. Failure to provide adequate information will cause a delay in processing the renewal application.
- License renewal application must be properly sworn to, signed and dated by:
  - Corporate officer, e.g. president or secretary, if a corporation;
  - Member of the partnership and a witness, if a partnership; or
  - The sole proprietor and a witness, if a sole proprietorship, in the spaces provided for attestation.
- Corporate seal must be affixed in the case of a corporate applicant. Signatures must be witnessed by a notary or attorney.
- Provide perfected surety bond [or other authorized security] in the minimum amount of \$250,000 that will be maintained throughout the period for which the license is valid.
- Enclose certified checks or money orders made payable to Treasurer, State of New Jersey, c/o the New Jersey Board of Public Utilities, in the amount of :
  - Electric Supplier Renewal Fees (Non-Refundable)      \$500.00
  - Gas Supplier Renewal Fees (Non-Refundable)      \$400.00

**Return completed license renewal application to:**

**New Jersey Board of Public Utilities  
Division of Energy  
Attn: Licensing and Registration Unit  
Two Gateway Center  
Newark, NJ 07102**



# Exhibit VII

**SJG Ranking Codes on Columbia & Transco**

**SJG Columbia City Loc Prop # 109**

**SJG Transco City Gate Station # 1006583**

**Rate Class**

**RSGFT - Residential DDR Accounts**

**GSGFT - Small Commercial DDR Accounts**

**GSGLVFT - Large Commercial DDR Accounts**

**EGSFT - DDR Accounts**

**EGSLVFT - DDR Accounts**

**NGVFT - DDR Accounts**

**CTS - Industrial Accounts**

**GSGFT - Commercial Industrial Accounts**

**GSGLVFT - Large Commercial Industrial Accounts**

**EGSFT - Industrial Accounts**

**EGSLVFT - Industrial Accounts**

**LVSFT - Industrial Accounts**

**NGVFT - Industrial Accounts**

**LVCS - Industrial Accounts**

**FES - Industrial Accounts**

**ITS - Industrial**

# Exhibit VIII

State of New Jersey  
DIVISION OF TAXATION

The seller must collect the tax on a sale of taxable property or services unless the purchaser gives him a fully completed New Jersey exemption certificate.

SALES TAX  
FORM ST-3PURCHASER'S NEW JERSEY  
TAXPAYER REGISTRATION NUMBER\*

## RESALE CERTIFICATE

To be completed by purchaser and given to and retained by seller. See instructions on back.  
Seller should read and comply with the instructions given on both sides of an exemption certificate.

TO \_\_\_\_\_ Date \_\_\_\_\_  
(Name of Seller)

Address

City

State

Zip

## The undersigned certifies that:

- (1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.
- (2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):  
\_\_\_\_\_  
\_\_\_\_\_
- (3) The merchandise or services being herein purchased are described as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- (4) The merchandise described in (3) above is being purchased: (check one or more of the blocks which apply)
  - (a) ☐ For resale in its present form.
  - (b) ☐ For resale as converted into or as a component part of a product produced by the undersigned.
  - (c) ☐ For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.
- (5) The services described in (3) above are being purchased: (check the block which applies)
  - (a) ☐ By a seller who will either collect the tax or will resell the services.
  - (b) ☐ To be performed on personal property held for sale.

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Resale Certificate, and it is my belief that the seller named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears under the penalties for perjury and false swearing that all of the information shown in this Certificate is true.

NAME OF PURCHASER\*

(as registered with the New Jersey Division of Taxation)

(Address of Purchaser)\*

Type of Business\*

By

(Signature of owner, partner, officer of corporation, etc.)\*

(Title)

## INSTRUCTIONS FOR USE OF RESALE CERTIFICATES - ST-3

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:

- Purchaser's name and address;
- Type of business;
- Reasons(s) for exemption;
- Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
- If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.
3. **Acceptance of an exemption certificate in an audit situation** - On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:

1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
  - (a) was statutorily available on the date of the transaction, and
  - (b) could be applicable to the item being purchased, and
  - (c) is reasonable for the purchaser's type of business; OR
2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

4. **Additional Purchases by Same Purchaser** - This certificate will serve to cover additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and New Jersey, Federal, or out of state registration number for purpose of verification.
5. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

### EXAMPLES OF PROPER USE OF RESALE CERTIFICATE

- a. A retail household appliance store owner issues a Resale Certificate when purchasing household appliances from a supplier for resale.
- b. A furniture manufacturer issues a Resale Certificate to cover the purchase of lumber to be used in manufacturing furniture for sale.
- c. An automobile service station operator issues a Resale Certificate to cover the purchase of auto parts to be used in repairing customer cars.

### EXAMPLES OF IMPROPER USE OF RESALE CERTIFICATE

In the examples below, the seller should not accept Resale Certificates, but should insist upon payment of the sales tax.

- a. A lumber dealer can not accept a Resale Certificate from a tire dealer who is purchasing lumber for use in altering his premises.
- b. A distributor may not issue a Resale Certificate on purchases of cleaning supplies and other materials for his own office maintenance, even though he is in the business of distributing such supplies.
- c. A retailer may not issue a Resale Certificate on purchases of office equipment for his own use, even though he is in the business of selling office equipment.
- d. A supplier can not accept a Resale Certificate from a service station owner who purchases tools and testing equipment for use in his business.

**REPRODUCTION OF RESALE CERTIFICATE FORMS:** Private reproduction of both sides of Resale Certificates may be made without the prior permission of the Division of Taxation.

**FOR MORE INFORMATION:** Call the Customer Service Center (609) 292-6400. Send an e-mail to: [nj.taxation@treas.state.nj.us](mailto:nj.taxation@treas.state.nj.us). Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.

# Exhibit IX

**SOUTH JERSEY GAS COMPANY  
RETAIL CHOICE  
ENERGY CONSULTANT APPLICATION**

South Jersey Gas Company ("South Jersey") offers the opportunity for business entities licensed by the State of New Jersey (i.e. Third Party Suppliers") to provide natural gas commodity service to customers being served by our distribution system.

This is an application for an Energy Consultant, who is registered as such with the New Jersey Board of Public Utilities that desires to provide advice to end use customers on the South Jersey system, related to the purchase of retail natural gas from Third Party Suppliers.

**Applicant Information**

Legal Entity Name/ Applicant: \_\_\_\_\_

Corporate Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

New Jersey Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

Financial Contact Person: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Bank Reference**

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_  
Account Officer: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Additional Information**

Financial statements for the most recent two year period (audited preferred)

Enclosed: yes \_\_\_\_\_ no \_\_\_\_\_ emailed date: \_\_\_\_\_

Retail Choice Partner EDI Registration Form:

Enclosed: yes \_\_\_\_\_ no \_\_\_\_\_ emailed date: \_\_\_\_\_

New Jersey Board of Public Utilities Certification License enclosed: yes \_\_\_\_\_

Rate Classes intended to be served: Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Applicant acknowledges that it will be responsible for any and all charges incurred for EDI Trading Partner Set Up and Testing. EDI testing will be limited and focused around Historical Usage requests.

Applicant shall forward duplicate originals of this completed and signed Application along with the requested information to the following address:

**Transportation Services Department  
South Jersey Gas Company  
215 Cates Road  
Egg Harbor Township, NJ 08234**

Applicant will not be eligible to do business with South Jersey until this application is approved and the applicant and South Jersey execute an Energy Consultant Agreement and the appropriate EDI testing has been completed.

Applicant Name: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name)

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



# Exhibit X

**SOUTH JERSEY GAS COMPANY  
ENERGY CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between South Jersey Gas Company ("Company") a corporation and a public utility organized and existing under the laws of the State of New Jersey and \_\_\_\_\_, ("Energy Consultant") a corporation organized and existing under the laws of the State of New Jersey [or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in State of New Jersey]; both the Company and the Energy Consultant hereinafter sometimes referred collectively as "Parties", or individually as a "Party".

**WITNESSETH:**

**WHEREAS**, the Company is currently a public utility engaged in the distribution and sale of natural gas with an exclusive franchise to serve Customers located within certain areas of the State of New Jersey; and

**WHEREAS**, certain federal and New Jersey Statutes and administrative Rules and Regulations govern the natural gas utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

**WHEREAS**, certain of the Applicable Legal Authorities provide for the restructuring of the natural gas industry in New Jersey to allow access to the public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

**WHEREAS**, the Applicable Legal Authorities provide that with implementation of such access to the Company's local distribution system, the Company will continue to serve as an exclusive distribution provider within its Service Territory; and

**WHEREAS**, in accordance with the Applicable Legal Authorities, Customers may purchase natural gas or natural gas related services from licensed Suppliers; and

**WHEREAS**, the Applicable Legal Authorities provide that Energy Agents, as defined therein, must successfully complete a registration process as set forth therein; and

**WHEREAS**, the New Jersey Board of Public Utilities ("Board or BPU") has determined that Energy Consultants, as defined in this Agreement, must also be registered in accordance with such process; and

**WHEREAS**, Energy Consultant desires the opportunity to provide advice to Customers for the purchase of retail natural gas or natural gas related services from licensed Suppliers; and

**WHEREAS**, an agreement between the Company and Energy Consultant is needed in order for Energy Consultant to obtain access to customer historical data in electronic format from the Company; and

**WHEREAS**, Energy Consultant has duly executed this Agreement and submitted it to the Company to request that the Company execute and thereby enter into this Agreement with Energy Consultant; and

**WHEREAS**, the Energy Consultant represents that it is duly registered with the BPU, and that it has been assigned BPU Registration No. \_\_\_\_\_.

**WHEREAS**, in reliance upon such representation, Company hereby grants Energy Consultant access to customer historical usage data, subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

#### **ARTICLE 1: DEFINITIONS**

"Board or BPU" – means the New Jersey Board of Public Utilities.

"Business Day" – means any day on which the Company's corporate offices are open for business.

"Data Exchange & Protocol Working Group" – means the designation for a specific subgroup of the Customer Process Working Group, existing in New Jersey in 1998 and 1999 at the initiative of the Board, or its successor.

"Energy Agent" – means a person that is duly registered pursuant to the provisions set forth in the Applicable Legal Authorities, that arranges the sale of retail electricity or electric related services or retail gas supply or gas related services between governmental aggregators or private aggregators and electric power suppliers or gas suppliers, but does not take title to the electricity or gas sold.

"Energy Consultant" – means a person that is duly registered pursuant to the provisions set forth in the Applicable Legal Authorities, and that provides independent advice to Customers for the purchase of retail natural gas or natural gas related services from Suppliers. An Energy Consultant shall be the agent of the Customer, government or private aggregator.

"Government Aggregator" – means an entity that meets both of the following criteria:

1. The entity is subject to the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.; or the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.; or is the New Jersey School Board Association; and
2. The entity enters into a contract with another government aggregator or with a third party supplier to purchase gas supply service, and/or gas related service for one or more of the following purposes:
  - i. For the government aggregator's own use
  - ii. For the use of other government aggregators; and/or
  - iii. If the government aggregator is a municipality or county, for use by residential or non-residential customers within its geographic boundaries.

"Private Aggregator" – means a non-government business or non-profit organization authorized to operate in New Jersey, which combines the energy loads of multiple end users, and enters into a contract with a natural gas supplier for the purchase of natural gas service on behalf of those end users.

"Service Territory" – means the geographic areas of the State of New Jersey in which the Company has an exclusive franchise to service natural gas Customers.

"Supplier" – means an entity that has been licensed by the Board to offer or provide gas supply service to retail customers within the State of New Jersey in accordance with the Applicable Legal Authorities and has entered into a Third Party Supplier Agreement with the Company as a Party.

## **ARTICLE 2: GENERAL TERMS AND CONDITIONS**

### **2.1 Agreement to Govern**

The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which the Company shall provide to Energy Consultant access to customer usage data in electronic format.

### **2.2 Condition Precedent to Company Execution of Agreement**

Energy Consultant hereby affirms that it is registered with the Board in accordance with N.J.A.C. 14:4-5.11 and BPU procedures.

## 2.3 Communications and Data Exchange

Electronic information exchange between the Energy Consultant and the Company under this Agreement shall employ an identification number; assigned by the Company.

The Energy Consultant must be equipped with the communications capabilities necessary to comply with the standards that are set by and may, from time to time, be modified by the Board, either directly or through a Working Group. The Energy Consultant must have in place, and must bear the costs of putting in place and successfully testing, all required information technology systems that will enable it to send and receive data to and from the Company.

Once the above stated conditions have been met, the Company shall make available information regarding Customers through access to the Company's' Electronic Bulletin Board website ("EBB") or other data transfer protocols, within 30 days of the effective date of this Agreement.

The Company shall implement, at a time and date to be determined by the Company, the tests or evaluations the Company deems necessary to determine whether it can be safely and effectively make available to the Energy Consultant information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group. If the Company determines, pursuant to those tests and evaluations, that it can safely and effectively make available to the Energy Consultant information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group, the Company shall so notify the Energy Consultant and shall cease to make information regarding Customers available through access to the EBB, but rather, shall provide information regarding Customers, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group.

## 2.4 Tariff Incorporated

The Company's Tariff for Natural Gas Service, as filed with the Board, including the Standard Terms and Conditions, is incorporated herein by reference.

## **ARTICLE 3: REPRESENTATIONS AND WARRANTIES**

### 3.1 Energy Consultant's Representations and Warranties

The Energy Consultant hereby represents warrants and covenants as follows:

- (a) the Energy Consultant is duly organized and validly existing under the laws of the State of New Jersey [or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in the State of New Jersey];

- (b) the Energy Consultant has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations herewith, including Board registration, which shall be maintained throughout the life of this Agreement, and the lack of which shall immediately result in the termination of this Agreement;
- (c) the execution and delivery of this Agreement and the performance of the Energy Consultant's obligations hereunder have been duly authorized by all necessary action on the part of the Energy Consultant;
- (d) this Agreement is the valid and binding obligation of the Energy Consultant, enforceable in accordance with its terms;
- (e) there are no actions at law, suits in equity, proceedings or claims pending or, to the Energy Consultant's knowledge, threatened against the Energy Consultant before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the Energy Consultant's performance of its obligations hereunder;
- (f) the Energy Consultant will comply with any and all information and data transfer protocols that may be adopted by the Company that are set by, and from time to time modified by, the Board and that may be adopted by the Company from time to time, unless the Energy Consultant exercises its reserved right to challenge any such protocols in the appropriate forum.

If the Energy Consultant learns that any of the representations, warranties, or covenants in this Agreement has been violated, the Energy Consultant shall immediately notify the Company via facsimile, with a hard copy of the notice delivered by overnight mail.

### 3.2 Company's Representations and Warranties

The Company hereby represents warrants and covenants as follows:

- (a) the Company is a natural gas utility corporation duly organized and validly existing under the laws of the State of New Jersey;
- (b) the Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;
- (c) the execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary action on the part of the Company; and

- (d) this Agreement is the valid and binding obligation of the Company, enforceable in accordance with its terms.

### 3.3 Survival of Obligations, Notice of Violation

All representations and warranties contained in this Article shall survive the execution of this Agreement.

## **ARTICLE 4: COMMENCEMENT AND TERMINATION OF AGREEMENT**

### 4.1 Commencement

The term of this Agreement shall commence on the date of execution by both Parties (the "Effective Date").

### 4.2 Termination

In no event shall this Agreement be of any force and effect after two years from the Effective Date. This Agreement may be terminated by either party upon the provision of ten (10) days prior written notice to the other party. Moreover, upon the occurrence of an Event of Default by the Energy Consultant as defined in Article 5 below, the Company may terminate this Agreement immediately by providing written notice to the Energy Consultant in Default, without prejudice to any other remedies at law or in equity available to the Company by reason of the Default.

### 4.3 Survival of Obligations

Termination of this Agreement for any reason shall not relieve the Company or the Energy Consultant of any obligation accrued or accruing prior to such termination.

### 4.4 Material and Adverse Change in Law or Regulation

If at any time during the term of this Agreement, Board, another New Jersey State agency, or a court of competent jurisdiction issues an order, or a State law or regulation is enacted, by which a Party hereto believes that its rights and interests under the Agreement are materially and adversely affected, the Party so affected shall, within thirty (30) days of issuance or enactment of such order, law or regulation, provide the other Party with written notice setting forth in reasonable detail how such order, law or regulation has materially and adversely affected its rights and interests under this Agreement, and may terminate this Agreement, subject to applicable regulatory requirements and after providing thirty (30) days prior written notice to the Board and the other Party, without any liability or responsibility whatsoever except for obligations arising prior.

## **ARTICLE 5: DEFAULT OF AGREEMENT**

### **5.1 Events of Default**

An event of Default under this Agreement shall occur if either Party ("Defaulting Party") (a) is subject of a bankruptcy, insolvency or similar proceeding; (b) makes an assignment for the benefit of its creditors; (c) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets; (d) violates any material federal, state or local code, regulation and/or statute applicable to the supply of energy, including by way of the failure to maintain BPU registration status, or failure to maintain any other governmental approvals required for participation in the New Jersey retail energy market; or (e) fails to pay the other party ("Non-Defaulting Party") when payment is due and fails remedy the non-payment within ten (10) Business Days of receipt of written notice thereof from the Non-Defaulting Party, or fails to satisfy any other material obligations under this Agreement, such as maintaining confidentiality of Customer data. Should the Energy Consultant's BPU registration or any other governmental approval required for participation in the New Jersey retail energy market be revoked or forfeited, the Energy Consultant shall (i) immediately provide written notice to Company of such occurrence; and (ii) make no further requests to Company for access to customer usage data. Moreover, upon such revocation or forfeiture, the Energy Consultant will immediately be in default of this Agreement.

### **5.2 Rights Upon Default**

Upon the occurrence of an Event of Default, the Non-Defaulting Party shall be entitled to (a) pursue any and all available legal and equitable remedies; and (b) terminate this Agreement without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements.

## **ARTICLE 6: BILLING AND PAYMENT**

6.1 Once the Company commences providing information regarding Customer, as prescribed by, and pursuant to, the Board-approved recommendations of the Data Exchange & Protocol Working Group, and continuing for the remainder of the term of this Agreement, the Energy Consultant shall be responsible for the payment of the Company of the fees set forth in Appendix A, attached hereto and expressly made a part hereof. Payment shall be made in accordance with the following provisions:

- (a) **Billing Procedure:** Each month, the Company shall submit an invoice to the Energy Consultant for all amounts owed under this Agreement. The Energy Consultant shall make payment on or before the due date shown on the invoice. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the invoice.



- (b) Manner of Payment: The Energy Consultant shall make payments of funds payable to the Company by electronic transfer to a bank designated by the Company.
- (c) Billing Disputes: If the Company does not receive written notification from the Energy Consultant of an objection to an invoice within twenty (20) days from the due date of the invoice in question, said invoice shall be deemed conclusive and binding on the Energy Consultant. If a good faith dispute arises between the Energy Consultant regarding an invoice, the Energy Consultant shall pay only the undisputed portion of the invoice, if any, and shall present the dispute in writing and submit supporting documentation to the Company within twenty (20) from the due date of the invoice in question. Billing disputes shall be addressed promptly, and in accordance with their dispute resolution procedures set forth in Article 8.
- (d) Late Fee for Unpaid Balances: If a payment is made to the Company after the due date shown on the invoice, a late fee will be 1.5% per calendar month on the unpaid balance.

## **ARTICLE 7: CONFIDENTIALITY OF INFORMATION**

### **7.1 Customer-Specific Information**

The Energy Consultant shall keep all customer-specific information supplied by the Company confidential unless the Energy Consultant has the Customer's written authorization to do otherwise, and shall otherwise comply with all requirements contained in the Applicable Legal Authorities, including the Boards' Final Interim Consumer Protection Standards.

### **7.2 Company Information**

All Company information available to the Energy Consultant during the term of this Agreement regarding the Company, computer systems, or communication systems shall not be disclosed to third parties without obtaining the prior written consent of the Company.

## **ARTICLE 8: DISPUTE RESOLUTION**

### **8.1 Informal Resolution of Disputes**

The Company and the Energy Consultant shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Agreement. The Energy Consultant's point of contact for all information, operations, questions and problems shall be the Manager, Gas Supply and Transportation Services and the Company website, while the Company's point of contact shall be the representative identified in Article 12, Paragraph 12.1 of this agreement. Any dispute between the Company and the Energy Consultant under this Agreement may be referred to a designated senior representative of each of the Parties for resolution on an informal basis as promptly possible.

## 8.2 Recourse to Agencies or Courts of Competent Jurisdiction

Nothing in this Agreement shall restrict the rights of either party to file a complaint with the Board under relevant provisions of the Applicable Legal Authorities, with a New Jersey State Court of competent jurisdiction, or with a federal court of competent jurisdiction situated in the State of New Jersey.

## ARTICLE 9: FORCE MAJEURE

The Company and the Energy Consultant shall use due diligence to perform their respective obligations under this Agreement. However, in the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement, such Party shall be excused or suspended from performing the obligations required under the Agreement to the extent, and during the time period that either Party is prevented from performance, (with the exception of payment obligations), due to unforeseeable events of force majeure, including a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, or restraint by court order or public authority, action or non-action by or inability to obtain authorization or approval from any governmental or other authority. Where a force majeure event results in Energy Consultant's failure to duly perform the obligations hereunder, Energy Consultant shall promptly notify Company of such situation and provide within 15 days any valid documents evidencing the details and explaining the reasons for not being able to perform all or part of its obligations hereunder, or the reasons for any necessary delays of such performance. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement. Notwithstanding the foregoing, both Parties shall be required to mitigate such force majeure events by exercising all reasonable efforts to avoid or remedy such force majeure.

## ARTICLE 10 REGULATORY AUTHORIZATIONS AND JURISDICTION

### 10.1 Compliance With Applicable Legal Authorities

The Company and the Energy Consultant are subject to, and shall comply with, all existing or future applicable federal, State and local laws, and with all existing or future duly-promulgated orders or other duly-authorized actions of governmental authorities having applicable jurisdiction. The Company will not violate, directly or indirectly, or become a Party to a violation of any requirement of any applicable federal, State or local statute, regulation, rule or order in order to provide service under this Agreement to the Energy Consultant. The Company's obligation to provide service hereunder is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

## 10.2 Change in Applicable Legal Authorities

This Agreement is subject to change in the future to reflect any relevant changes required by the Board or other New Jersey State agency having jurisdiction, or by virtue of any federal or State law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with Article 4 herein.

## **ARTICLE 11 LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

### 11.1 No Liability to Customers

This Agreement does not create any duty or liability to Customers for the errors or omissions of the Company or the Energy Consultant.

### 11.2 Liability Between Company and Energy Consultant

With respect to any actions performed pursuant to this Agreement, the Company shall have no liability to the Energy Consultant for the Company's own negligence. The Energy Consultant, however, shall be liable to the Company should the former negligently or intentionally fails to satisfy any of its obligations under this Agreement.

### 11.3 Indemnification

The Energy Consultant shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liability incurred by the Company, including reasonable attorney's fees, relating to or arising out of any action taken by the Company with respect to Energy Consultant's performance of this Agreement.

#### 11.3.1 Insurance

Energy Consultant shall, throughout the term of this Agreement, maintain insurance as provided in Appendix B attached hereto.

### 11.4 Survives Agreement

The obligation of Energy Consultant to defend, indemnify, and hold harmless the Company under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any statutory scheme, including any Worker's Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.

## ARTICLE 12 MISCELLANEOUS PROVISIONS

### 12.1 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addresses as follows:

If to the Energy Consultant to:

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If to the Company to:

Manager, Gas Supply and Transportation Services  
South Jersey Gas Company  
215 Cates Road  
Egg Harbor Township, NJ 08234  
Phone: 609-561-9000 x6581  
Fax: 609-646-7282

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice received after the close of the Business Day shall be deemed received on the next Business Day.

### 12.2 No Prejudice of Rights

The failure of either Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consent to excuse.

### 12.3 Assignment

Neither Party shall assign any of its rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval (s); and (b) the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void. However, the Company may assign any or all of its rights and obligations under this Agreement, without the Energy Consultant's consent, to any entity succeeding to all or substantially all of the assets of the Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

### 12.4 Governing Law

Questions including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement shall be governed by the laws of the State of New Jersey, without regard to principles conflicts of law. Any lawsuit arising in connection with this Agreement shall be brought in the state or federal courts of New Jersey.

### 12.5 Heading

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

### 12.6 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

### 12.7 General Miscellaneous Provisions

- a. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- b. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including warranties, remedies, promises of indemnity and confidentiality.

- c. Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof unless it materially changes the agreement of the Parties.
- d. Each of the Parties acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. This Agreement is intended by the Parties as a final expression of their agreement. The Parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the Parties relating thereto.

#### 12.8 Use of the Word "Including"

The word "including" when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or item to refer to all other items or matters that could reasonably fall within its broadest possible scope.

#### 12.9 Amendment

This Agreement, including the appendices hereto, cannot be amended without the approval of the Board, and request for such approval can be initiated only by written notice to all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.

[ENERGY CONSULTANT]

SOUTH JERSEY GAS COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX A**

### **SCHEDULE OF FEES TO BE CHARGED TO ENERGY CONSULTANT**

1. One-Time General Energy Consultant Administrative Fee: \$1,000.00  
This represents recovery of costs incurred by the Company, and not recovered through any other fees or charges, in the course of rendering necessary support and assistance to the Energy Consultant.
2. The Company shall pass through, and the Energy Consultant shall bear, any EDI initial set-up and/or testing fees assessed on the Company by a third party vendor.

## Appendix B

### **South Jersey Industries, Inc.**

#### **Insurance Requirements as of February 2013**

For Contractors Working on behalf of South Jersey Industries, Inc.,  
South Jersey Gas Company; South Jersey Energy Service Plus, LLC; South Jersey Energy Plumbing Services, LLC,  
South Jersey Energy, Inc, Marina Energy, LLC

Any Installer or Contractor (herein defined as any entity that provides any physical labor or consulting services are herein referred to as **CONTRACTOR**) shall agree as a condition of acceptance to furnish and perpetually maintain, at its own expense for the duration of any project, work or contract awarded by **any above named subsidiary** of South Jersey Industries, Inc. (herein referred to as **SJI**) either by purchase order, written or verbal contract or agreement, the following policies of insurance covering the following items: CONTRACTOR'S insurance must be primary and endorsed to be noncontributory by SJI, must be AM Best rated as "A VII" or better, and shall cause SJI to be endorsed to the policy as an additional insured (except Worker's Compensation and Professional Liability) unless specifically waived in writing by the SJI Insurance Department.

CONTRACTOR further agrees that any subcontractor they intend to use on SJI assigned work will be required to submit to the same insurance requirements contained in this schedule. CONTRACTOR shall obtain insurance certificates stating that both CONTRACTOR and SJI shall be endorsed to the subcontractor's insurance policies as additional insured (except in the case of workers compensation).

***\*NOTE\* - ANY Deductible or Self-Insured Retention (S.I.R.) program of CONTRACTOR or SUBCONTRACTOR for any policy listed below shall not exceed 2% of the limit of coverage. ALL certificates of insurance shall state the Deductible or SIR for each affected insurance policy.***

1. **Workmen's Compensation**

**All Contractors (including sole proprietors) are required to purchase their own workers compensation policy.**

Coverage A: (New Jersey and any other state where work is being done)

**Coverage B:**

	<b><u>Limits of Liability</u></b>
Bodily Injury by accident, each accident	\$1,000,000.00
Bodily Injury by disease	\$1,000,000.00
Bodily Injury by accident, each employee	\$1,000,000.00

2a. **Commercial General Liability – written on an “occurrence basis” including: Contractual Liability, Products Coverage, Premise, and Completed Operations Coverage. The proper SJI subsidiary must be endorsed to the policy as an additional insured for all coverage's including completed operations.**

	<b><u>Limits of Liability</u></b>
General Aggregate - Other than Products/Completed Operations	\$2,000,000.00
Products/Completed Operations aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage - any one fire	\$50,000.00
Medical Expense - any one person	\$1,000.00



- 2b. For services hired that include any elements of Professional consulting services in any capacity, Professional Errors & Omissions covering the expertise of the area being hired shall be obtained in the following amounts, unless specifically waived in writing by the SJI Insurance Department:

<b>Professional Errors &amp; Omissions**</b>	<b><u>Limits of Liability</u></b>
Each Claim	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

- 2c. Where applicable for any type of work performed on the SJI network system including design, specifications, instructions, software, and/or access to the customer or employee base of SJI, contractor shall provide the following insurance endorsing SJI as an additional insured under said policies:

Network Security	
Each Incident	\$5,000,000.00
Annual Aggregate	\$5,000,000.00

- 2d. Where applicable for any type of work, project or special program involving Contractor receiving Personal Identifiable Information (PII) of any kind or description, including any and all such work invoking the FTC Red Flag Rules or similar regulations that involve SJI customers or employees, contractor shall provide the following insurance endorsing SJI as an additional insured under said policies:

Privacy Liability	
Each Incident	\$5,000,000
Annual Aggregate	\$5,000,000

3. Automobile Liability - Including All Owned and Hired Car & Non-Ownership Liability. SJI subsidiary shall be endorsed to the policy as an additional insured.

**Limits of Liability**

Combined Limit - Each Occurrence	\$1,000,000.00
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4. **Umbrella/Excess Liability Coverage**  
(Follows form to General Liability, Automobile Liability and Employer's Liability)
- |                 |                |
|-----------------|----------------|
| Each Occurrence | \$1,000,000.00 |
| Aggregate       | \$1,000,000.00 |
| S.I.R.          | \$10,000.00    |

5. Certificates of Insurance

Before starting any work, the CONTRACTOR shall furnish to SJI a certificate of insurance indicating, specifically, the existence of those minimum coverage's and limits set forth in Sections 1, 2 (a,b,c,& d, if applicable), 3 and 4. The appropriate South Jersey Industries **subsidiary** must be named on the insurance certificate as "**additional insured ATIMA**" to the coverage's afforded CONTRACTOR and attach to the certificate a **copy of the actual policy endorsement** that adds the SJI subsidiary as an additional insured (Blanket additional insured endorsements are deemed acceptable). It shall be the duty of CONTRACTOR to provide such future certificates and endorsements to the Insurance department of SJI upon renewal or new placement of any insurance policy of CONTRACTOR. Further, the CONTRACTOR shall give SJI thirty (30) days notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of SJI, CONTRACTOR shall furnish to SJI for its examination and approval such policies of insurance with all endorsements, or conformed specimens thereof, certified by the agent of the insurance company.

The CONTRACTOR agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the CONTRACTOR, to the care of: **SJI Insurance Department, One South Jersey Plaza, Route 54, Folsom, New Jersey 08037** as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

---

Signed by CONTRACTOR  
(type the name of the CONTRACTOR)

# Exhibit XI



SOUTH JERSEY GAS

# MARKETER PORTAL's AUTOMATED ALLOCATION AND NOMINATION GUIDELINES



## OVERVIEW

### **Present Allocation \ Nomination Practice**

Currently marketers send across their Allocations and Nominations to South Jersey Gas via email with or without NOM Sheet excel spreadsheets. These spreadsheets are reviews by SJG's Transportation Department and further uploaded into our system.

### **Purpose of this Document**

Moving forward, the emails and spreadsheets are going to be replaced by Marketer Portal which is already available to the marketers. In this new process the marketer will use the NOM Sheets in Marketer Portal to allocate/nominate gas which will update our system automatically once Transportation approves it. Transportation also has the ability to reject NOM Sheets with the needed comments which can be then viewed by the Marketers to update their rejected NOM sheets for resubmission.

This document will serve as a reference for the marketer to work with NOM sheets from the Marketer Portal.

### **Step by Step Guidelines**

#### **Marketer Logon:**

Marketer Portal can be accessed using the link (<https://marketer.sjindustries.com>) by all Marketers. Every Marketer has a dedicated login and Password to enter the portal as below.

Log On - SJG Marketer Portal

South Jersey Gas **Marketer Portal** [Log On] Home

**Log On**  
Please enter your user name and password.

**Account Information**

User name  
M

Password  
.....

☐ Remember me?

[Forgot Password](#)



SJ Services

## Marketer Portal's Automated Allocation and Nomination Guideline Document

Once inside the portal Please navigate to the **Daily Nomination** tab as below



### DAILY NOMINATION HOME SCREEN:

The below screenshot is a view of the **Daily Nomination** tab's Home Screen. There are 4 windows in the Home Screen as follows

1. PENDING NOMINATIONS
2. SUBMITTED NOMINATIONS
3. REJECTED NOMINATIONS
4. APPROVED NOMINATIONS

All the 4 Windows will hold the NOM Sheets associated with a marketer and display the date range each NOM Sheet was created with.

Marketer Name: [Redacted]  
Marketer #: [Redacted] DUNS#: [Redacted]

**Daily Nomination Entry**

**Pending Nominations**

Pending ID: 128 DATES: [4/17/2015 to 4/30/2015]
Pending ID: 126 DATES: [4/16/2015 to 4/30/2015]
Pending ID: 125 DATES: [4/16/2015 to 4/30/2015]
Pending ID: 124 DATES: [4/16/2015 to 4/30/2015]
Pending ID: 123 DATES: [5/1/2015 to 5/31/2015]

[EDIT] [CLONE] [DELETE]

**Submitted Nominations**

Submitted ID: 116 DATES: [4/20/2015 to 4/20/2015]
Submitted ID: 113 DATES: [4/29/2015 to 4/30/2015]
Submitted ID: 112 DATES: [4/30/2015 to 4/30/2015]
Submitted ID: 110 DATES: [4/9/2015 to 4/30/2015]
Submitted ID: 106 DATES: [3/1/2015 to 3/1/2015]

[VIEW] [CLONE]

**Rejected Nominations**

Rejected ID: 121 DATES: [4/1/2015 to 4/30/2015]
-------------------------------------------------

[EDIT] [CLONE]

**Approved Nominations**

Approved ID: 127 DATES: [4/16/2015 to 4/30/2015]
Approved ID: 119 DATES: [3/1/2015 to 3/31/2015]
Approved ID: 118 DATES: [5/1/2015 to 5/31/2015]
Approved ID: 109 DATES: [3/20/2015 to 3/31/2015]
Approved ID: 94 DATES: [3/17/2015 to 3/31/2015]

[VIEW] [CLONE]

**CREATE A NEW NOM SHEET**

Use:  
☐ Prior Month ☒ Current Month ☐ Next Month





### HOME SCREEN WINDOWS IN DETAIL:

1. PENDING NOMINATIONS:

All the NOM Sheets a marketer creates\updates but has not yet submitted will be present in this window. These NOM Sheets can be later revisited by the marketer and submitted\deleted.

2. SUBMITTED NOMINATIONS:

All the NOM Sheets submitted by a marketer and are yet to be reviewed by SJG's Transportation are present in this window. The NOM sheets in this window will move out only when it is Approved or rejected by SJG's Transportation. A NOM Sheet submitted by a marketer cannot be deleted nor edited until reviewed by SJG's Transportation.

3. REJECTED NOMINATIONS:

A NOM Sheet submitted by a marketer can be rejected by SJG's Transportation due to various reasons. These rejected NOM Sheets will be present in this window and the marketer will be displayed with the Comments provided by SJG's Transportation for rejection.

4. APPROVED NOMINATIONS:

All NOM Sheet approved by SJG's Transportation will be present in this window. A NOM Sheet once approved cannot be deleted nor edited by a Marketer.

### NOM SHEET BUTTONS

1. VIEW:

This option will let you View any NOM Sheet chosen

2. CLONE

This option will let you duplicate any NOM Sheet Created\Approved\Rejected\Submitted. The Cloned NOM Sheet will mirror the existing NOM Sheet chosen to clone in terms of the Allocations and Nominations. The only change will be the Date which will always default to the beginning and end of the current month the Cloning Is initiated in

3. EDIT

This option will let you edit any NOM Sheet chosen

4. DELETE

This option will let you delete any NOM Sheet chosen



### CHOOSING A MONTH TO CREATE A NEW NOM SHEET

At any point a marketer can create a new NOM Sheet for a 3 month window as follows by selecting the corresponding Month option. Each month selection followed by clicking the '**CREATE A NEW NOM SHEET**' button will bring up a popup asking for confirmation for the NOM Sheet creation in the corresponding month

1. Current Calendar Month
2. The previous month with respect to the current calendar month
3. Next Month with respect to the current calendar month

As example if the marketer is trying to create a new NOM Sheet on April 20<sup>th</sup> 2015, he can create a new NOM sheet for the month of April, the immediate following month May and the immediate prior month March.

**CREATE A NEW NOM SHEET**

Use:

☐ Prior Month ☒ Current Month ☐ Next Month

// '**CREATE A NEW NOM SHEET**' clicked after choosing '**Current Month**' option

#### Pending Nominations

Pending ID: 128 DATES: [4/17/2015 to 4/30/2015]  
Pending ID: 126 DATES: [4/16/2015 to 4/30/2015]  
Pending ID: 125 DATES: [4/16/2015 to 4/30/2015]  
Pending ID: 124 DATES: [4/16/2015 to 4/30/2015]  
Pending ID: 123 DATES: [5/1/2015 to 5/31/2015]

EDIT

CLONE

DELETE

#### Submitted Nominations

Submitted ID: 116 DATES: [4/20/2015 to 4/20/2015]  
Submitted ID: 113 DATES: [4/29/2015 to 4/30/2015]  
Submitted ID: 112 DATES: [4/30/2015 to 4/30/2015]  
Submitted ID: 110 DATES: [4/9/2015 to 4/30/2015]  
Submitted ID: 106 DATES: [3/1/2015 to 3/1/2015]

VIEW

CLONE

#### Rejected Nominations

Rejected ID: 121 DATES: [4/16/2015 to 4/30/2015]

EDIT

CLONE

#### Message from webpage



Are you sure you want to create a new NOM sheet in April?

OK

Cancel

**CREATE A NEW NOM SHEET**

Use:

☐ Prior Month ☒ Current Month ☐ Next Month





## Marketer Portal's Automated Allocation and Nomination Guideline Document

// 'CREATE A NEW NOM SHEET' clicked after choosing 'Prior Month' option

Pending Nominations		Submitted Nominations	
Pending ID: 128 DATES: [4/17/2015 to 4/30/2015]	Submitted ID: 116 DATES: [4/20/2015 to 4/20/2015]		
Pending ID: 126 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 113 DATES: [4/29/2015 to 4/30/2015]		
Pending ID: 125 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 112 DATES: [4/30/2015 to 4/30/2015]		
Pending ID: 124 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 110 DATES: [4/9/2015 to 4/30/2015]		
Pending ID: 123 DATES: [5/1/2015 to 5/31/2015]	Submitted ID: 106 DATES: [3/1/2015 to 3/1/2015]		

Buttons: EDIT, CLONE, DELETE, VIEW, CLONE

Rejected Nominations  
Rejected ID: 121 DATES: [4/16/2015 to 4/30/2015]

Buttons: EDIT, CLONE

Message from webpage

Are you sure you want to create a new NOM sheet in March?

OK Cancel

CREATE A NEW NOM SHEET

Use:

☒ Prior Month ☐ Current Month ☐ Next Month

// 'CREATE A NEW NOM SHEET' clicked after choosing 'Next Month' option

Pending Nominations		Submitted Nominations	
Pending ID: 128 DATES: [4/17/2015 to 4/30/2015]	Submitted ID: 116 DATES: [4/20/2015 to 4/20/2015]		
Pending ID: 126 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 113 DATES: [4/29/2015 to 4/30/2015]		
Pending ID: 125 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 112 DATES: [4/30/2015 to 4/30/2015]		
Pending ID: 124 DATES: [4/16/2015 to 4/30/2015]	Submitted ID: 110 DATES: [4/9/2015 to 4/30/2015]		
Pending ID: 123 DATES: [5/1/2015 to 5/31/2015]	Submitted ID: 106 DATES: [3/1/2015 to 3/1/2015]		

Buttons: EDIT, CLONE, DELETE, VIEW, CLONE

Rejected Nominations  
Rejected ID: 121 DATES: [4/16/2015 to 4/30/2015]

Buttons: EDIT, CLONE

Message from webpage

Are you sure you want to create a new NOM sheet in May?

OK Cancel

CREATE A NEW NOM SHEET

Use:

☐ Prior Month ☐ Current Month ☒ Next Month



## CREATING A NEW NOM SHEET FOR THE CURRENT MONTH






On choosing the 'Current Month' option and clicking the 'CREATE A NEW NOM SHEET' button the following screen will be displayed. This screen will be a near replication of the Excel Spread sheets used by marketer all along to provide the allocation and nomination to SJG.


By default the **DateOfChange** for the Current Month NOM Sheet will reflect the **NextDayOfTheCurrentCalendarMonth** until the **EndOfMonthOfTheCurrentCalendarMonth**. These dates can be modified and any date range in the current month can be chosen. You will not be provided with an option to pick another date in another month and will be strictly restricted to the current calendar month.

The 'Status' will be shown as 'Pending' for the NOM Sheet being created by the marketer.

All the customers, and their corresponding Account Number, Group Number, Rate Class, currently enrolled with the marketer will be auto populated here with a volume of 0 on Transco \ Columbia pipelines and quantity.

The marketer can submit a NOM Sheet with 0 volumes as well. So in this case, if the marketer clicks the 'SUBMIT NOM SHEET' button the nom sheet will be submitted with 0 volumes.

If the marketer wants to enter the volumes for the customers, he needs to choose the  **Edit** icon on the Right most corner along the corresponding customer. The Pencil icon will then be replaced by a  **Save** icon and the Columbia and Transco columns will turn into editable boxes where volumes can then be entered. To save this Allocation the  **Save** icon needs to be clicked. To delete an existing Allocation you can click the  icon followed by the  icon for that corresponding allocation. The Quantity column will be automatically updated to reflect the sum of volumes entered in Transco and Columbia columns.








**Marketer Portal**
Home
Reports
Daily Nomination

**Daily Nomination Form**

Date of Change(s): **04-21-2015** through **04-30-2015**

Marketer Name: **[REDACTED]** Status: Pending

Marketer #: **[REDACTED]** DUNS#: **[REDACTED]**

Account #	Customer Name	Columbia (DTH)	Transco (DTH)	Quantity (DTH)	Group #	Rate Class	
[REDACTED]	[REDACTED]	0	0	0	0002	CTS	
[REDACTED]	[REDACTED]	0	0	0	0104	EGSI	
[REDACTED]	[REDACTED]	0	0	0	NONE	GSLVFTJ	
[REDACTED]	[REDACTED]	0	0	0	NONE	GSLVFTJ	
[REDACTED]	[REDACTED]	0	0	0	NONE	GSGFTI	
[REDACTED]	[REDACTED]	0	0	0	6402	EGSFTJ	

Contract #	Pipeline	Volume
<b>Add Contract</b>		

**BALANCE**

BY CUSTOMER: COLUMBIA: 0 TRANSCO: 0 TOTAL: 0

BY CONTRACT: COLUMBIA: 0 TRANSCO: 0 TOTAL: 0

NOTE: YOU WON'T BE ABLE TO SUBMIT THIS NOM SHEET UNTIL ALL OF THE ABOVE BALANCES MATCH AND SHOW GREEN.

SUBMIT NOM SHEET

DONE





## SJI Services Marketer Portal's Automated Allocation and Nomination Guideline Document

To enter the Nominations the marketer needs to hit the **'ADD CONTRACT'** button. This will provide the marketer an editable **CONTRACT#**, **Pipeline** Dropdown defaulted to Transco, **Volume** along with **Save** and **Cancel** button. Marketer needs to pick a pipeline and give the corresponding Contract number based on the pipeline's regulation. Else the message below will appear when an invalid Contract number is entered. When the volume is filled in the Save button can be hit to save the nomination. You can also cancel out the nomination instead of saving it. Any saved nomination can be edited or deleted using buttons.

Message from webpage

Invalid Contract Number. For Transco, the contract number must be 7 or more digits. For Columbia, the contract number must be less than 7 digits.

OK

Columbia (DTH)	Transco (DTH)	Quantity (DTH)	Group #	Rate Class
100	0	100	0002	CTS
0	350	350	0104	EGSI
0	0	0	NONE	GSGLVFTJ
0	0	0	NONE	GSGLVFTJ
0	0	0	NONE	GSGFTI
0	0	0	6402	EGSFTJ

Contract #	Pipeline	Volume
1233545	Transco	250
123	Transco	100

Save Cancel

**DUNS#:**

**BALANCE**  
 BY CUSTOMER: COLUMBIA: 100    TRANSKO: 350    TOTAL: 450  
 BY CONTRACT: COLUMBIA: 0    TRANSKO: 250    TOTAL: 250  
 NOTE: YOU WON'T BE ABLE TO SUBMIT THIS NOM SHEET UNTIL ALL OF THE ABOVE BALANCES MATCH AND SHOW GREEN.

SUBMIT NOM SHEET

DONE

The NOM Sheet can only be submitted when the Balance Greens out. In other words the Allocated volumes should match with the Nominated Volumes in terms of Pipeline and Volume Quantity. Until then the Balance will be displaying the volumes in Red and Submitting a contract with Red Balance will display the below error.

Message from webpage

You cannot submit this NOM Sheet because the volume totals do not balance.

OK

Account #	Customer Name	Columbia (DTH)	Transco (DTH)	Quantity (DTH)	Group #	Rate Class
		100	0	100	0002	CTS
		0	350	350	0104	EGSI
		0	0	0	NONE	GSGLVFTJ
		0	0	0	NONE	GSGLVFTJ
		0	0	0	NONE	GSGFTI
		0	0	0	6402	EGSFTJ

Contract #	Pipeline	Volume
1233545	Transco	250
12323478	Transco	100
3636	Columbia	10

Add Contract

**BALANCE**  
 BY CUSTOMER: COLUMBIA: 100    TRANSKO: 350    TOTAL: 450  
 BY CONTRACT: COLUMBIA: 10    TRANSKO: 350    TOTAL: 360  
 NOTE: YOU WON'T BE ABLE TO SUBMIT THIS NOM SHEET UNTIL ALL OF THE ABOVE BALANCES MATCH AND SHOW GREEN.

SUBMIT NOM SHEET

DONE



//Valid Submission volumes

Account #	Customer Name	Columbia (DTH)	Transco (DTH)	Quantity (DTH)	Group #	Rate Class	
		100	0	100	0002	CTS	✓
		0	350	350	0104	EGSI	✓
		0	0	0	NONE	GSGLVFTJ	✓
		0	0	0	NONE	GSGLVFTJ	✓
		0	0	0	NONE	GSGFTI	✓
		0	0	0	6402	EGSFTJ	✓

Contract #	Pipeline	Volume	
1233545	Transco	250	✓✗
12323478	Transco	100	✓✗
3636	Columbia	100	✓✗

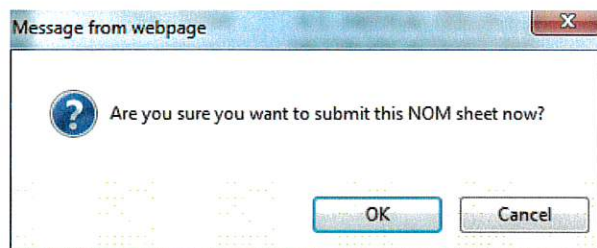
Add Contract

**BALANCE**  
BY CUSTOMER: COLUMBIA: 100    TRANSKO: 350    TOTAL: 450  
BY CONTRACT: COLUMBIA: 100    TRANSKO: 350    TOTAL: 450  
NOTE: YOU WON'T BE ABLE TO SUBMIT THIS NOM SHEET UNTIL ALL OF THE ABOVE BALANCES MATCH AND SHOW GREEN.

SUBMIT NOM SHEET

DONE

The 'SUBMIT NOM SHEET' button will display the below confirmation.



### CREATING A NEW NOM SHEET FOR THE NEXT\PRIOR MONTH

Any remediation's for the last month can be sent in using the '**PRIOR MONTH**' NOM Sheet and all future Nominations can be sent in using '**NEXT MONTH**' NOM Sheet.

By default all these NOM Sheets will display the date range as the start of the Month to the EndOfTheMonth. The customers will be auto populated and the switched customers will be displayed accordingly.

**NOTE:** If you are trying to allocate for the next month and if there is a customer, who would be switching from you to another marketer, please let SJI's Transportation know. They will make the take the necessary steps involved to avoid auto populating this customer in your new NOM Sheet for the next month. The customer will continue being displayed in the current month and during remediation's for a prior month.



### APPROVED NOM SHEETS

All the Submitted NOM Sheets will be present in **Submitted Nominations** window until it's reviewed by SJG's Transportation. Once approved it will move out of this window into **Approved Nominations** window

The Approved Nominations will hold the Status of 'APPROVED' can only be viewed in future and can't be edited.

If you want to change any details on an approved NOM Sheet please recreate a new NOM Sheet for the same date range and resubmit it. Once SJG's Transportation approves it, the latest Allocations\Nominations will be overwritten in our system.

We have provided the CLONE option to save your effort in recreating a NOM Sheet from scratch when the NOM Sheet is almost similar to an existing NOM Sheet created

---

**Daily Nomination Form**  
Date of Change(s):  through   
**Status:** Approved

### REJECTED NOM SHEETS

All the Submitted NOM Sheets will be present in **Submitted Nominations** window until it's reviewed by SJG's Transportation. Once rejected it will move out of this window into **Rejected Nominations** window.

When you choose these rejected NOM Sheets the rejection comments provided by SJG's Transportation will be displayed. You can then edit the NOM Sheet based on the comments and resubmit it. This NOM Sheet will then move out of rejected box into '**Pending Nomination**' window until it's reviewed.

**Rejection Comments:**

This is a test of email notifications for rejecting a NOM sheet.

# Exhibit XII



**SOUTH JERSEY GAS COMPANY**  
**METER READING BILLING SCHEDULE**  
**JANUARY 2016 THROUGH DECEMBER 2016**

Jan-16	
DATE	CYCLE BILLED
1	
2	
3	
4	1
5	2
6	3
7	4
8	5
9	6
10	
11	7
12	8
13	9
14	10
15	11
16	
17	
18	12
19	13
20	14
21	15
22	16
23	
24	
25	17
26	18
27	19
28	20
29	*
30	
31	
*FREE DAY	

Feb-16	
DATE	CYCLE BILLED
1	1
2	2
3	3
4	4
5	5
6	6
7	
8	7
9	8
10	9
11	10
12	11
13	
14	
15	
16	12
17	13
18	14
19	15
20	
21	
22	16
23	17
24	18
25	19
26	20
27	
28	
29	*
*FREE DAY	

Mar-16	
DATE	CYCLE BILLED
1	1
2	2
3	3
4	4
5	
6	
7	5
8	6
9	7
10	8
11	9
12	
13	
14	10
15	11
16	*
17	12
18	13
19	
20	
21	14
22	15
23	16
24	17
25	
26	
27	
28	18
29	19
30	20
31	*
*FREE DAY	

Apr-16	
DATE	CYCLE BILLED
1	1
2	
3	
4	2
5	3
6	4
7	5
8	6
9	
10	
11	7
12	8
13	9
14	10
15	11
16	
17	
18	12
19	13
20	14
21	15
22	16
23	
24	
25	17
26	18
27	19
28	20
29	*
30	
*FREE DAY	

May-16	
DATE	CYCLE BILLED
1	
2	1
3	2
4	3
5	4
6	5
7	
8	
9	6
10	7
11	8
12	9
13	10
14	
15	
16	11
17	12
18	13
19	14
20	15
21	
22	
23	16
24	17
25	18
26	19
27	20
28	
29	
30	
31	*
*FREE DAY	

Jun-16	
DATE	CYCLE BILLED
1	1
2	2
3	3
4	
5	
6	4
7	5
8	6
9	7
10	8
11	
12	
13	9
14	10
15	*
16	11
17	12
18	
19	
20	13
21	14
22	15
23	16
24	17
25	
26	
27	18
28	19
29	20
30	*
*FREE DAY	

Jul-16	
DATE	CYCLE BILLED
1	1
2	
3	
4	
5	2
6	3
7	4
8	5
9	
10	
11	6
12	7
13	8
14	9
15	10
16	11
17	
18	12
19	13
20	14
21	15
22	16
23	
24	
25	17
26	18
27	19
28	20
29	*
30	
31	
*FREE DAY	

Aug-16	
DATE	CYCLE BILLED
1	1
2	2
3	3
4	4
5	5
6	
7	
8	*
9	6
10	7
11	8
12	9
13	
14	
15	10
16	11
17	12
18	13
19	*
20	
21	
22	14
23	15
24	16
25	17
26	18
27	
28	
29	19
30	20
31	*
*FREE DAY	

Sep-16	
DATE	CYCLE BILLED
1	1
2	2
3	
4	
5	
6	3
7	4
8	5
9	6
10	
11	
12	7
13	8
14	9
15	10
16	11
17	
18	
19	12
20	13
21	14
22	15
23	16
24	
25	
26	17
27	18
28	19
29	20
30	*
*FREE DAY	

Oct-16	
DATE	CYCLE BILLED
1	
2	
3	1
4	2
5	3
6	4
7	5
8	
9	
10	6
11	7
12	8
13	9
14	10
15	
16	
17	11
18	12
19	13
20	14
21	15
22	
23	
24	16
25	17
26	18
27	19
28	20
29	
30	
31	*
*FREE DAY	

Nov-16	
DATE	CYCLE BILLED
1	1
2	2
3	3
4	4
5	
6	
7	5
8	6
9	7
10	8
11	9
12	10
13	
14	11
15	12
16	13
17	14
18	15
19	
20	
21	16
22	17
23	18
24	
25	
26	
27	
28	19
29	20
30	*
*FREE DAY	

Dec-16	
DATE	CYCLE BILLED
1	1
2	2
3	
4	
5	3
6	4
7	5
8	6
9	7
10	8
11	
12	9
13	10
14	11
15	12
16	13
17	
18	
19	14
20	15
21	16
22	17
23	
24	
25	
26	
27	18
28	19
29	20
30	*
31	
*FREE DAY	

# Exhibit XIII





## South Jersey Gas Company **Typical Interruption Notifications**

### **Scenario I:**

SJG Instruction: "Pursuant to applicable tariff provision, no interruptible quantities of natural gas may be used."

This scenario applies when SJG experiences a System Integrity or a System Supply constraint. It is issued to firm customers served on the GSG, GSG-LV, NGV-FT, CTS, LVS, EGS, EGS-LV, and FES rate schedules and who also receive interruptible gas service on the ITS rate schedules. In addition, it applies to all interruptible customers receiving gas on the IGS and ITS rate schedules only.

- If the customer has a firm daily contract demand, all gas usage must be limited to the firm daily contract demand. Gas consumption above the firm daily contract demand is unauthorized.
- If the customer is served through a single meter for firm service and an additional meter is used for interruptible uses, then all gas consumption through the interruptible meter must be interrupted. Gas can continue to be used in the firm meter.

### **Scenario II:**

SJG Instruction: "Pursuant to applicable tariff provision, hold to your daily transportation quantity."

This scenario applies when SJG experiences a System Supply constraint. It is issued to firm customers who are transporting customer owned gas on GSG, GSG-LV, NGV-FT, CTS, LVS, EGS, EGS-LV, and FES rate schedules, or those who receive interruptible transportation gas service on the ITS rate schedules.

- Daily gas usage may not exceed the customer's customer owned gas quantities delivered to SJG's distribution system by your marketer/supplier.

### **Scenario III:**

SJG Instruction: "Pursuant to applicable tariff provision, hold to the lesser of your firm daily contract demand volume or the firm/interruptible daily transportation quantity."

This scenario applies when SJG experiences a System Integrity or a System Supply constraint. It is issued to firm customers who are transporting customer owned gas on GSG, GSG-LV, NGV-FT, CTS, LVS, EGS, EGS-LV, and FES rate schedules and who receive interruptible transportation gas service on the ITS rate schedules.

- If the customer has a firm daily contract demand, all gas usage must be less than the customer's firm daily contract demand **and** less than or equal to the firm/interruptible daily gas volume being transported by your marketer.
- If the customer is served through a single meter for firm service and an additional meter for interruptible purposes, all gas consumption through the firm meter must be less than the daily gas volume being transported by your marketer. The interruptible meters gas service is interrupted.

## CRITICAL NOTICE TO THIRD PARTY SUPPLIERS

Thursday, July 15, 2010 @ 12:05 P.M.

The percentage of Customer Owned Gas (COG) relative to total South Jersey Gas Company System Supplies (SS) is such, that the following directive to all Third Party Suppliers (TPS) has become necessary:

**Effective Monday, July 19, 2010 and until further notice, South Jersey Gas Company is requiring that all third party suppliers allocate no more than 50% of their total daily COG supplies for delivery through our city gate on the Columbia Pipeline System.**

Compliance with this order is will enable our capability to preserve the integrity and balance of the South Jersey Gas Company distribution system.

Thank you for your anticipated cooperation.

## **CRITICAL NOTICE TO THIRD PARTY SUPPLIERS**

Sent Day of the Week, Month day, Year @ 09:00 A.M.

Forecasted operating conditions are such that South Jersey Gas Company is notifying all industrial customers being served under rate schedules CTS, LVS-FT, EGS-FT, EGSLV-FT, GSGLV-FT, & NGV-FT (balancing rider I) to limit gas consumption to:

the **lesser of** the customer's firm contract quantity or the customer's transportation quantity (reduced for line loss of 1.43%)

### **FOR THE PERIOD BEGINNING**

10:00 AM Day of the Week, Month day, year and until further notice.

Also, South Jersey Gas Company is notifying all customers being served under rate schedules ITS and IGS that they must:

switch to their alternate fuel and limit gas consumption to **ZERO**.

### **FOR THE PERIOD BEGINNING**

10:00 AM Day of the Week, Month day, Year and until further notice.

As a marketer to customers on our system, please ensure that you are delivering adequate quantities of gas to cover your customers' intended consumption for the above referenced period. Also, please ensure that sufficient quantities of gas are delivered to account for the 1.43% line loss between the city gate and the customers' meters.

Any questions regarding this notice should be directed to the South Jersey Gas Company Transportation Services Department at 609-561-9000, extensions 6581, 6589, 6585, or 6516.

# **CRITICAL NOTICE TO THIRD PARTY SUPPLIERS**

## **Cautionary**

Sent Day of the Week, Month day, Year @ 9:00A.M.

Due to current weather projections, there is a possibility that South Jersey Gas Company may issue an interruption notice to certain customers on or around

Day of the Week, Month day, Year

and until further notice.

Consequently, please begin to increase or reduce deliveries on behalf of all industrial accounts and aggregated groups in order to ensure that their respective end-of-month imbalances are within +/- 7.5%.

*Note: Our customers have not yet been notified to limit their consumption. This is a cautionary notice to Third Party Suppliers only.*

## **CRITICAL DAY NOTICE TO THIRD PARTY SUPPLIERS**

Sent Day of the Week, Month day, Year @ 09:00 A.M.

Due to current operating conditions, South Jersey Gas Company is notifying all Third Party Suppliers serving customers under rate schedules CTS, LVS-FT, EGS-FT, EGSLV-FT, GSGLV-FT, NGV-FT, and ITS of a Critical Day on the South Jersey Gas System.

**In order to ensure system integrity, daily gas consumption for rate classes identified above should be no greater than the customer's daily delivered transportation volume.**

At this time, South Jersey Gas Company is NOT issuing an Interruption Notice. However, please be advised that future developments or non compliance to this request may result in an Interruption Notice being issued.

### **FOR THE PERIOD BEGINNING**

10:00 AM Day of the Week, Month day, Year and until further notice.

As a marketer to customers on our system, please ensure that you are delivering adequate quantities of gas to cover your customers' intended consumption for the above referenced period. Also, please ensure that sufficient quantities of gas are delivered to account for the 1.43% line loss between the city gate and the customers' meters.

*Note: Our customers have not yet been notified to limit their consumption. This is a cautionary notice to Third Party Suppliers only.*

Any questions regarding this notice should be directed to the South Jersey Gas Company Transportation Services Department at 609-561-9000, extensions 6581, 6589, 6585 or 6516.

## **CRITICAL DAY NOTICE TO THIRD PARTY SUPPLIERS**

Sent Day of the Week, Month day, Year @ 09:00 A.M.

**The restrictions in the critical notice that was effective**

**10:00 a.m. on Weekday, Month day , Year**

**Will be lifted effective 10:00 a.m. on Day of the Week, Month day,  
year**

**Any questions, regarding this notice should be directed to the South  
Jersey Gas Transportation Services department at  
609-561-9000 extensions 6581, 6589, 6585 or 6516**

# Exhibit XIV

**APPENDIX A**  
**Nomination Scheduling Timeline Implementation**

Time (CCT)	On March 31, 2016 For Gas Day March 31, 2016 (Old Timeline)	On March 31, 2016 For Gas Day April 1, 2016 (New Timeline)	On April 1, 2016 For Gas Day April 1, 2016 (New Timeline)
Midnight			
1:00 AM			
2:00 AM			
3:00 AM			
4:00 AM			
5:00 AM			
6:00 AM			
7:00 AM			
8:00 AM			
9:00 AM			
10:00 AM	ID 1 Nominations Leave Control of SR		ID 1 Nominations Leave Control of SR
10:15 AM	ID 1 Nominations Received by TSP		ID 1 Nominations Received by TSP
10:30 AM	ID 1 Nomination Quick Response Issued by TSP to SR		ID 1 Nomination Quick Response Issued by TSP to SR
11:00 AM			
Noon			
12:30 PM			ID 1 Completed Confirmations Due to TSP from Confirming Party
1:00 PM	ID 1 Completed Confirmations Due to TSP from Confirming Party	Timely Nominations Leave Control of SR	ID 1 Scheduled Quantity Issued for SR and Point Operator by TSP
1:15 PM		Timely Nominations Received by TSP	
1:30 PM		Timely Nomination Quick Response Issued by TSP to SR	
2:00 PM	ID 1 Scheduled Quantity Issued for SR and Point Operator by TSP		ID 1 Effective Flow Time
2:30 PM			ID 2 Nominations Leave Control of SR
2:45 PM			ID 2 Nominations Received by TSP
3:00 PM			ID 2 Nomination Quick Response Issued by TSP to SR
4:00 PM			
4:30 PM		Timely Completed Confirmations Due to TSP from Confirming Party	
5:00 PM	ID 1 Effective Flow Time ID 2 Nominations Leave Control of SR	Timely Scheduled Quantity Received by SR and Point Operator from TSP	ID 2 Completed Confirmations Due to TSP from Confirming Party
5:15 PM	ID 2 Nominations Received by TSP		
5:30 PM	ID 2 Nomination Quick Response Issued by TSP to SR		ID 2 Scheduled Quantity Issued for SR and Point Operator by TSP
6:00 PM		Evening Nominations Leave Control of SR	ID 2 Effective Flow Time
6:15 PM		Evening Nominations Received by TSP	
6:30 PM		Evening Nomination Quick Response Issued by TSP to SR	
7:00 PM			ID 3 Nominations Leave Control of SR
7:15 PM			ID 3 Nominations Received by TSP
7:30 PM			ID 3 Nomination Quick Response Issued by TSP to SR
8:00 PM	ID 2 Completed Confirmations Due to TSP from Confirming Party		
8:30 PM		Evening Completed Confirmations Due to TSP from Confirming Party	
9:00 PM	ID 2 Scheduled Quantity Issued for SR and Point Operator by TSP ID 2 Effective Flow Time	Evening Scheduled Quantity Issued for SR and Point Operator by TSP	
9:30 PM			ID 3 Completed Confirmations Due to TSP from Confirming Party
10:00 PM			ID 3 Scheduled Quantity Issued for SR and Point Operator by TSP ID 3 Effective Flow Time
11:00 PM			
11:59 PM			



**APPENDIX B**  
**Capacity Release Timeline Implementation**  
**New timeline**

New Intermittent								
March 31, 2016					April 1, 2016			
Time (CCT)	Biddable Releases	Non-Biddable Releases	Recalls	Nomination Deadline	Biddable Releases	Non-Biddable Releases	Recalls	Nomination Deadline
Midnight								
1:00 AM								
2:00 AM								
3:00 AM								
4:00 AM								
5:00 AM								
6:00 AM								
7:00 AM			ID 1 Recall Notification from Releasing Shipper to TSP				ID 1 Recall Notification from Releasing Shipper to TSP	
8:00 AM			Timely Recall Notification from Releasing Shipper to TSP ID1 Recall Notification from TSP to Replacement Shipper				Timely Recall Notification from Releasing Shipper to TSP ID1 Recall Notification from TSP to Replacement Shipper	
9:00 AM	Biddable Offers Tendered **	Non-biddable Posting ID 1	Timely Recall Notification from TSP to Replacement Shipper		Biddable Offers Tendered	Non-biddable Posting ID 1	Timely Recall Notification from TSP to Replacement Shipper	
10:00 AM	Biddable Open Season Ends **			ID 1 Noms Leave Control of SR (for 3/31)	Biddable Open Season Ends			ID 1 Noms Leave Control of SR – Day of Flow
10:30 AM								
11:00 AM	Biddable Award - No Match** Biddable Match Communication**				Biddable Award - No Match Biddable Match Communication			
11:30 AM	Biddable Match Response**				Biddable Match Response			
Noon	Biddable Match Award Posted**	Non-biddable Posting Timely			Biddable Match Award Posted	Non-biddable Posting Timely	ID 2 Recall Notification from Releasing Shipper to TSP	
1:00 PM				Timely Noms Leave Control of SR – Day Ahead of Flow (for 4/1)			ID 2 Recall Notification from TSP to Replacement Shipper	Timely Noms Leave Control of SR – Day Ahead of Flow
1:30 PM						Non-biddable Posting ID 2		
2:00 PM								
2:30 PM			ID 2 Recall Notification from Releasing Shipper to TSP					ID 2 Noms Leave Control of SR – Day of Flow



Time (CCT)	March 31, 2016				April 1, 2016			
	Biddable Releases	Non-Biddable Releases	Recalls	Nomination Deadline	Biddable Releases	Non-Biddable Releases	Recalls	Nomination Deadline
3:00 PM			Early Evening Recall Notification from Releasing Shipper to TSP				Early Evening Recall Notification from Releasing Shipper to TSP	
3:30 PM			ID 2 Recall Notification from TSP to Replacement Shipper					
4:00 PM		Non-biddable Posting ID 2	Early Evening Recall Notification from TSP to Replacement Shipper				Early Evening Recall Notification from TSP to Replacement Shipper ID 3 Recall Notification from Releasing Shipper to TSP	
5:00 PM		Non-biddable Posting Evening	Evening Recall Notification from Releasing Shipper to TSP	ID 2 Noms Leave Control of SR (for 3/31)		Non-biddable Posting Evening	Evening Recall Notification from Releasing Shipper to TSP ID 3 Recall Notification from TSP to Replacement Shipper	
6:00 PM			Evening Recall Notification from TSP to Replacement Shipper	Evening Noms Leave Control of SR (for 4/1)		Non-biddable Posting ID 3	Evening Recall Notification from TSP to Replacement Shipper	Evening Noms Leave Control of SR – Day Ahead of Flow ID 3 Noms Leave Control of SR – Day of Flow
7:00 PM								
8:00 PM								
9:00 PM								
10:00 PM								
11:00 PM								
11:59 PM								

\*\* The Biddable timeline is used for releases for Gas Day 4/1/16 and beyond. For transition purposes, for Gas Day 3/31/16 biddable releases, the new biddable timeline will be utilized on 3/31/16 with the first possible nomination opportunity at the existing 5:00 PM ID2 cycle for Gas Day 3/31/16.