ELIZABETHTOWN GAS COMPANY

TARIFF FOR GAS SERVICE
B.P.U. NO. 19

Revised September 1, 2026:

Sheet No. 104 BGSS-M

ELIZABETHTOWN GAS COMPANY

TARIFF FOR GAS SERVICE

Date of Issue: November 26, 2024

Effective: Service Rendered on and after December 1, 2024

Issued by: Christie McMullen, President
520 Green Lane
Union, New Jersey 07083

Filed Pursuant to Order of the Board of Public Utilities
Dated November 21, 2024 in Docket No. GR24020158

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TERRITORY SERVED
WHOLLY WITHIN THE STATE OF NEW JERSEY

ELIZABETHTOWN DIVISION

Middlesex County

1. Carteret
2. Edison (part)
3. Metuchen
4. Perth Amboy
5. Woodbridge
   - Avenel
   - Colonia
   - Fords
   - Iselin
   - Keasbey
   - Port Reading
   - Sewaren

Union County

1. Clark
2. Cranford
3. Elizabeth
4. Fanwood
5. Garwood
6. Hillside
7. Kenilworth
8. Linden
9. Mountainside
10. Rahway
11. Roselle
12. Roselle Park
13. Scotch Plains
14. Union
15. Westfield
16. Winfield
17. Winfield Park

NORTHWEST DIVISION

Hunterdon County (Southern District)

1. Alexandria
2. Bethlehem
3. Bloomsbury
4. Califon
5. Clinton (Town)
6. Clinton (Twp.)/ Annandale
7. Delaware
8. East Amwell/ Ringoes
9. Flemington
10. Franklin
11. Frenchtown
12. Glen Gardner
13. Hampton
14. High Bridge
15. Holland
16. Kingwood (Twp.)
17. Lambertville
18. Lebanon (Bor.)
19. Lebanon (Twp.)/Stockton
20. Milford (Bor.)
21. Raritan
22. Readington (part)
23. Stockton
24. Union
25. West Amwell

Mercer County (Southern District)

1. Hopewell (Bor.)
2. Hopewell (Twp. Part)
3. Lawrence
4. Pennington

Morris County (Central District)

1. Mount Olive (Twp. Part) / Budd Lake
2. Washington (Twp. Part) / Long Valley

Sussex County
(Northern District)

1. Andover (Bor.)
2. Andover (Twp.)
3. Branchville
4. Byram (Twp.)
5. Frankford
6. Franklin (Bor.)
7. Fredon
8. Green
9. Hamburg
10. Hampton
11. Hardyston
12. Lafayette
13. Newton
14. Ogdensburg
15. Sparta
16. Sussex
17. Vernon
18. Wantage

Warren County
(Central District)

1. Allamuchy
2. Alpha
3. Belvidere
4. Franklin
5. Greenwich
6. Hackettstown
7. Harmony
8. Independence
9. Lopatcong
10. Mansfield
11. Oxford
12. Phillipsburg
13. Pohatcong
14. Washington (Bor.)
15. Washington (Twp.)
16. White

STANDARD TERMS AND CONDITIONS

1. GENERAL

1.01 - Applicability

These Standard Terms and Conditions, filed as part of the Tariff of Elizabethtown Gas Company (hereinafter referred to as "Gas Company" or "Company"), set forth the terms and conditions under which service is rendered and will be supplied. They govern all classes of service to the extent applicable and are made a part of all agreements for the supply of gas service unless specifically modified by the terms of a particular service classification or by special terms written in and made a part of a contract for service.

Failure by the Gas Company to enforce any provisions, terms, or conditions set forth in this Tariff shall not be deemed a waiver thereof.

Per the New Jersey Administrative Code ("N.J.A.C.") 14:3 ("Chapter") Section 14:3-1.3(i) Tariffs states: If there is any inconsistency with this Chapter and a tariff, these rules shall govern, except if the tariff provides for more favorable treatment of Customers than does this Chapter, in which case the tariff shall govern.

1.02 – Termination or Revision of Tariff

This Tariff is subject to the orders of the Board of Public Utilities of the State of New Jersey (hereinafter referred to as "Board" or "BPU"), effective as of this date or as may be promulgated and become legally effective in the future.

Gas Company reserves the right at all times and in any manner permitted by law and the applicable rules and regulations of the Board to terminate, change or modify by revision, amendment, supplement, or otherwise, this Tariff or any part thereof, or any revision, amendment or supplement thereto. All contracts for service are accepted subject to the above reservations.

1.03 – Agents

No representative or agent of Gas Company has the authority to modify, alter, or waive any provision contained in this Tariff or to bind Gas Company by any promise or representation thereto.

1.04 – Application of Tariff

Receipt of gas service from Gas Company makes the receiver a "Customer", as defined in Section 2.01 hereof. However, Gas Company will not be required to continue to render service unless, if upon request of Gas Company, (a) Customer makes, or has made, an application for service in accordance with the Standard Terms and Conditions set forth herein and (b) such application is accepted by Gas Company in accordance with the terms of said Standard Terms and Conditions.

Service furnished by Gas Company prior to its acceptance of Customer's application shall, nevertheless, be charged for at the rates contained in the applicable service classification. The applicable service classification, in a case where more than one service classification might apply and Customer has failed to make a selection, shall be that service classification which in the sole judgement of Gas Company is most advantageous to Customer. (See Section 2.03)

1.05 – Inspection of Tariff

The tariff is available to all Customers for public inspection in each office where applications for service may be made. The Tariff is also available for review or copying at the Company's website at www.Elizabethtowngas.com.

2. OBTAINING SERVICE

2.01 – Application for Service

An application for service may be made at any commercial office of Gas Company, either in person, by mail, by telephone, or by any other means made available by the Company. A written application form or agreement may be required from any person, firm, organization, partnership, corporation, or otherwise, applying for or using gas service (hereinafter referred to as "Customer"). If the Company requires a written application, the application may be subsequently submitted to the Customer for signature. There will be a $15.00 administration charge to establish service to a new Customer or re-establish service to an existing Customer.

Applicant(s) may be required by the Gas Company to supply proof of identity and prior address. Any such requirement to provide proof of identity or prior address shall be in accordance with the provisions of N.J.A.C. 14:3-3.2 as may be amended or superseded.

Separate application may be required in each case where gas service is applied to the same person, firm, organization, partnership, corporation, or otherwise, at two or more non-contiguous properties. For purposes of applying these rates, service at each non-contiguous location shall be considered as service to a separate Customer.

Customer shall state, at the time of making application for service, the conditions under which service will be required. Customer may be required to sign an agreement covering special circumstances necessary for the supply of service in accordance with Customer's requirements. In the case in which the Customer signs a main and/or service extension agreement and subsequently does not install any of the indicated equipment within a reasonable time, not to exceed one year, or purchase the requested quantities of gas, the Company reserves the right to charge the Customer for the full cost of providing the service and main, as applicable.

Gas Company reserves the right to place limitations on the amount and character of gas service it will supply; to refuse service to new Customers or to existing Customers for additional load, if unable to obtain the necessary equipment and facilities to supply such service; to reject applications for service or additional service where such service is not available or where such service might affect the supply of gas to other Customers; or for other good and sufficient reasons.

In accordance with the provisions in N.J.A.C. 14:3-3.2(g), within two business days of receipt of the Customer's application for utility service, or on a mutually agreed upon date, the utility shall initiate the service, except in those cases where the utility or Customer must install or contract to install an extension, as defined at N.J.A.C. 14:3-8.2, to the structure where said service shall be received.

2.02 – Form of Application

Standard applications or agreements to supply gas service shall be in accordance with the particular service classification. Agreements for longer term than that specified in the service classification may be required where large or special investment is necessary to supply service, where special facilities are required to serve a Customer, or where the hourly capacity of the Gas Company's facilities required to serve the Customer's demand, in the opinion of the Gas Company, may be out of proportion to the monthly or annual use of gas service for occasional, intermittent, or low load factor purposes. Gas Company reserves the right to require contributions towards the investment required for such service and to establish such minimum charges and facilities charges as may be equitable under the circumstances involved.

2.03 – Selection of Rate

Gas Company will assist in the selection of the available rate which is most desirable from the standpoint of Customer. However, the responsibility for making the selection shall, at all times, rest with Customer. Any advice given by Gas Company will be based on Customer's statements.

Customer may request Gas Company to change the service classification under which they are billed. However, Gas Company shall not be obligated to make such a change more than once in 12 calendar months even though Customer may qualify for service under more than one service classification.

2.04 – Deposit and Guarantee

Where an applicant's credit is not established, where the credit of a Customer with Gas Company has become impaired, or where Gas Company deems it necessary for other reasons, a deposit or other guarantee satisfactory to Gas Company may be required as security for the payment of future and final bills for gas service and other charges resulting from the rendering of gas service before Gas Company will commence or continue to render service. Service shall not be discontinued for failure to make such deposit, unless said deposit had been included on prior bills, or notices to the Customer. All requests for deposits shall be in accordance with N.J.A.C. 14:3-3.4.

All deposits shall bear simple interest at the rate equal to the average yield on new six-month Treasury Bills for the twelve month period ending each September 30 and shall be paid by the utility on all deposits held by it. Said rate shall become effective on January 1 of the following year. The Board shall perform the annual calculation to determine the applicable interest rate and shall notify the Gas Company of said rate.

Interest accrued from deposits for Residential Service accounts shall be credited to Customer's bill, unless the Customer requests a separate check, at least once during a 12-month period for such service rendered or to be rendered. Customers not purchasing gas under the Residential Service classification will be refunded interest accrued from their service deposit at the time that the deposit is refunded to the Customer. A deposit shall bear interest until it is returned or applied to an outstanding balance.

Gas Company shall review a residential Customer's account at least once every year and non-residential Customer's account at least once every two years and if such review indicates that a Customer has established good credit, the Gas Company will apply the deposit to the outstanding balance on the Customers' account, unless the Customer requests a separate check.

Gas Company reserves the right to apply a deposit, plus accrued interest on said deposit, against unpaid bills for service or other charges resulting from the rendering of gas service. If such action is taken and the Customer continues to receive gas service the Customer shall be required to restore the deposit to the original amount or such other reasonable amount as Gas Company may determine. If the account is closed only the remaining balance will be refunded.

Gas Company shall have a reasonable time in which to read meters and to ascertain that all the obligations of Customer have been fully performed before being required to refund any deposit, in accordance with N.J.A.C. 14:3-3.5.

2.05 – Gas Main Extensions and Service Connections

An extension deposit or contribution in aid of construction may be required from Customer for the extension of gas mains towards the cost of installing a service connection, as set forth in Sections 3 and 4 of these Standard Terms and Conditions.

The making of a deposit or contribution in aid of construction in connection with the extension of a main or service shall not under any circumstances give Customer any interest in the gas main or service or appurtenances thereto, the ownership being at all times vested in Gas Company.

2.06 – Permits

The Gas Company shall obtain or cause to be obtained all easements, licenses or permits necessary to enable the Gas Company or its agents access to connect its mains to the Customer's equipment. This shall be construed to mean all permits and certificates, municipal or otherwise, required by law or the Gas Company's rules. The Gas Company shall not be obliged to furnish service unless and until such permits, instruments, consents and certificates shall have been delivered to the Company. The Company reserves the right to require that Customer obtain or cause to be obtained all easements, licenses, or permits necessary to enable the Company or its agents access to connect its mains to the Customer's equipment.

The Customer may be responsible for payment of the amount by which such easements, licenses or permit fees exceeds $15.00. Payment shall be made prior to the Company filing for said documents.

By making application for service, Customer grants to Gas Company a right-of-way for its lines and other facilities, across, over, under or along the property owned or controlled by Customer, to the extent that the same is necessary to enable Gas Company to render service to premises.

2.07 – Temporary Service

Where service is to be used for a limited period, the use of the service shall be classified as temporary and Customer shall be required to assume the actual cost of the facilities required to furnish service and also their connection and removal, which shall not be less than twice the minimum charge per month for residential service. The minimum period for billing of gas consumption shall be one (1) month. Temporary service will be furnished only where Gas Company's facilities are suitable and quantity of gas is available without in any way interfering with other Customers of Gas Company.

2.08 – Authorization to Turn On Gas to the Meter

Only duly authorized employees or agents of Gas Company shall be permitted to turn on gas.

3. EXTENSIONS OF MAINS AND/OR SERVICE LINES

3.01 –General Provisions

The provisions and definitions within N.J.A.C. 14:3-8.1, *et seq.*, shall be applicable.

The construction of main extensions are subject to the regulations at N.J.A.C. 14:3-8.1, *et seq.* The Company may construct and will own and maintain distribution mains located on streets, highways, and right of way, used or usable as a part of its distribution system. The making of a deposit or contribution by the Customer shall not give the Customer any interest in the facilities, the ownership being vested exclusively in the Company.

The Company may require up-front contributions, or deposits, pursuant to N.J.A.C. 14:3-8.1, *et seq.* These charges shall be increased for any tax consequences to the Company. If the Company accepts an application for an extension, the Company may furnish and place, at no cost to the Customer, up to 50 feet of normal residential facilities.

Deposits that are received from Customers pursuant to the Extensions of Mains and Services shall be refunded without interest in accordance with the applicable formula contained in N.J.A.C. 14:3-8.10 and N.J.A.C. 14:3-8.11. In no event shall the Company refund more than the total deposit amount received from the Customer. Any deposit amount not refunded within ten (10) years from the date service was initiated, shall remain with the Company and shall constitute a contribution in aid of construction.

3.02 Main and Service Extensions Requested by Customers

1) Residential

The Company shall extend its gas mains and services to serve an individual residential Customer at no charge where the Extension Cost does not exceed ten (10) times the annual Distribution Revenue. The Distribution Revenue shall be the incremental initial or actual total annual billings, as determined by the Gas Company, derived from the Applicant's and/or existing Customer's applicable Service Classification, inclusive of Sales and Use Tax, minus the Basic Gas Supply Service, inclusive of Sales and Use Tax. The Company shall require a deposit equal to the Extension Cost in excess of ten (10) times the annual Distribution Revenue and shall include any tax consequences to the Company. The Company will waive the deposit requirement where the excess cost is $500 or less.

2) - Non-Residential

The Company will extend its gas mains and services to an individual firm commercial or industrial Customer and shall require a deposit equal to the Extension Costs, increased by any tax consequences to the Company. The Company will waive the deposit requirement where the excess cost is $500 or less. In lieu of a deposit for Extension Costs, the Company and the Customer may agree upon a satisfactory revenue guarantee.

3) - Extension of Service to New Developments

The Company shall require a deposit for an extension subject to this Section, in the amount of the Extension Cost required to serve the development. The deposit shall be increased by any tax consequences to the Company. The Company will waive the deposit requirement where the excess cost is $500 or less. In lieu of a deposit for Extension Costs, the Company and the Customer may agree upon a satisfactory revenue guarantee.

3.03 - Service Connection Location

Service connections will be measured at right angles from the nearest curb line to the Applicant's building, at the point of service entrance designated by the Company. Meters and regulators will be furnished and installed by the Company. The costs of meters and regulators (including the installation) may be waived by the Company.

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

4. SERVICE CONNECTIONS

4.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, gas service will normally be supplied to each premise through a single service pipe, except where, in the judgment of Gas Company, it is deemed desirable to install more than one service pipe. The Gas Company may also choose to install multiple meters on one service pipe providing service to several premises. If more than one service is installed for the convenience of the Customer, each location will be considered as a separate Customer. In addition, at its expense and option, the Company may include a "customer valve" on the premise side of the meter on new, existing and/or re-established existing services. The ownership of the valve will be transferred to the Customer upon gas flowing through the valve.

4.02 – Change in Existing Installations

Any change in the location of the existing service pipe or meter set requested by Customer and approved by Gas Company shall be made at the expense of Customer. The Gas Company reserves the right to change the location of an existing service pipe or meter set to a placement and location determined solely by the Gas Company upon giving the Customer ten (10) days notice, unless it is done as part of an unforeseen repair or an upgrade to the main. The Gas Company shall bear all costs related to such changes including re-connecting pipes to the premise side of the meter and appurtenances related to any meter reading devices.

A Customer who qualifies pursuant to 49 CFR Section 192 and/or has a service line that is 2" or less and has a system minimum pressure of ten (10) pounds per square inch gauge or more may request installation of an Excess Flow Valve (EFV). If a Customer does not qualify for an EFV the Company will offer to install a Curb Stop. The Customer will be required to pay all EFV or Curb Stop installation costs associated with such installation before the Company begins work if:

a) the Company has not scheduled the Customer's premises for a service line replacement or a new service line or,

b) the Customer requests the installation prior to the Company's scheduled installation time.

5. METERS AND ASSOCIATED EQUIPMENT

5.01 – General

Subject to the provisions of the Extensions of Mains and/or Service Lines section of this tariff, the Gas Company will furnish, install and maintain meters for each premise and/or service. In addition, where appropriate, when a Customer has two or more service classifications, the Customer will have separate meters.

Where more than one meter is installed in a premise, the readings of all such meters supplying a Customer under the same service classification may be combined for billing purposes. The Customer may be charged a monthly service charge for each meter even if said meters are combined for billing purposes.

5.02 - Customer's Responsibility

Customer shall provide and maintain, without charge to Gas Company, a suitable space for the metering and associated equipment. Such space shall be as near as practicable to the point of entrance of the service pipe, adequately ventilated, dry, free from corrosive vapors, not subject to extreme temperatures, free from appreciable vibrations or any other conditions that may impact the meter as well as being readily accessible to authorized employees or agents of Gas Company. In apartment houses, office buildings, townhouses or condominiums with multiple service, all meters shall, whenever possible, be grouped together. Adequate passageway, maintained free of obstacles and unsafe and hazardous conditions, shall be provided at all times.

Customer shall not tamper with or remove meters or other equipment or permit access thereto, except by authorized employees or agents of Gas Company.

With the exception of the "customer valve" on the premise side of the meter, when installed (see Section 4.01), all equipment furnished by the Gas Company shall remain its property and may be replaced whenever deemed necessary by the Gas Company or as required by the Board and may be removed by Gas Company at any time after discontinuance of service.

In case of loss or damage from the act or negligence of Customer or the Customer's agents, employees and or contractors, or of failure to return property supplied by Gas Company, Customer shall pay to Gas Company the value of such property.

5.03 – Automatic Meter Reading Equipment (AMR)

The Company in its sole discretion may install, at its expense, an AMR device to monitor a Customer's gas consumption. However, when gas is to be delivered at a pressure in excess of the Company's standard gauge pressure noted in Section 7.02, or such equipment is required by the service classification under which the Customer will receive service, the Company shall determine any necessary equipment inclusive of compensating and AMR devices to be installed at the Customer's expense. When such devices require attachment to telephone and/or electric utilities, the Customer shall provide and pay for suitable connections unless the Company elects to make such connections. When an AMR device is requested by the Customer, the AMR device and any necessary appurtenances shall be installed at the Customer's expense if the installation is deemed feasible by the Company. Where feasible, the Company will make data from the AMR device or other equipment available to the Customer upon the signing of a Service Agreement.

Payments made by the Customer shall not give the Customer ownership of the equipment. All equipment remains the sole property of the Company. Installation of an AMR does not relieve the Customer of the obligations of Sections 5.02 – Customer's Responsibility or Section 9 Access to Premises.

6. CUSTOMER'S INSTALLATION

6.01 – General

No material change in the size, total capacity, or method of operation of Customer's equipment shall be made without previous written notice to the Gas Company and subsequent approval by the Gas Company.

The Gas Company will assume no responsibility for the condition of Customer's gas installation or for accidents, fires, or failures which may occur as the result of the condition of such gas installation.

Neither by inspection or non-rejection, nor in any other way, does the Gas Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structure, equipment, wires, pipes, appliances, or devices used by the Customer.

Gas Company shall not be liable for damages to the Customer's equipment or injuries sustained by Customer due to the condition or character of Customer's facilities and equipment. The Gas Company will not be responsible for the use, care or handling of the gas delivered to Customer after same passes beyond the point at which the Company's service facilities connect to the Customer's facility. Gas Company also shall not be liable for any claim for damage resulting from the supply, use, care or handling of the gas or from the presence or operation of the Company's structures, equipment, pipes or devices except for direct damages resulting from the Gas Company's negligence, recklessness or willful misconduct. The Gas Company will not be liable for special or consequential damages.

6.02 – Equipment, Piping and Installation

Customer appliances, piping and installations shall be made and maintained in accordance with the standards and specifications set forth in American National Standard, National Fuel Gas Code, ANSI Z223.1, and such other regulations as may be promulgated from time to time by any governmental agency having jurisdiction over the Customer's installation.

6.03 – Back Pressure and Suction

When the nature of Customer's gas equipment is such that it may cause back pressure or suction in the piping system, meters, or other associated equipment of Gas Company, suitable protective devices, subject to inspection and approval by Gas Company, shall be furnished, installed, and maintained by Customer.

6.04 – Adequacy and Safety of Installation

Gas Company shall not be required to supply gas service until Customer's installation has been approved by the authorities, if any, having jurisdiction, and Gas Company further reserves the right to withhold its service or to discontinue its service whenever such installation, or part thereof, is deemed by Gas Company to be unsafe, inadequate or unsuitable for receiving service, to interfere with or impair the continuity or quality of service to Customer or others, or for other good and sufficient reason.

7. METER READINGS AND BILLING

7.01 – General

Gas Company will select the type and make of metering equipment and may, from time to time, change or alter such equipment. It shall be the obligation of Gas Company to supply meters that will accurately and adequately furnish records for billing purposes. Bills will be based upon registration of Gas Company meters, except as otherwise provided for herein.

At such time as Gas Company may deem proper or as the Board may require, Gas Company will test its meters in accordance with the standards and bases prescribed by the Board. The performance of a test outside of these standards is at the Company's option. Any Customer requesting such a meter test more than once in a twelve (12) month period shall be charged all related costs to test the equipment, inclusive but not limited to time and material costs with overhead factors for the second and subsequent tests. In the event of a dispute the Gas Company's meter will be presumed to be correct, subject to test results in accordance with N.J.A.C. 14:3-4.5 and 14:3-4.6.

7.02 – Correction for Pressure and/or Temperature

For purposes of measurement, a cubic foot of gas is that volume occupying one cubic foot (12" x 12" x 12") at the Company's standard gauge pressure of five (5) inches water column and at a temperature of 60°F.

In any case where Gas Company measures or the Customer has requested that the gas delivered is at a pressure greater than five (5) inches of water column or at temperatures other than 60° F, the cubic feet of gas registered by the meter shall be subject to correction for billing purposes by the application of proper correction factors or by the use of pressure and/or temperature compensating devices under Section 5.03 – Automatic Meter Reading Equipment (AMR).

7.03 – Therm Conversion Factor

Meter readings of Customers shall be converted from cubic feet to therms by applying a therm conversion factor. A therm is defined as a unit of heat energy equal to 100,000 British Thermal Units (B.T.U.'s). For billing purposes, the Customer's gas usage in cubic feet will be converted to therms using a therm conversion factor representing the actual weighted average BTU value per 100 cubic feet of gas that was delivered into the Company's system in the second preceding calendar month as adjusted to a dry basis as reported each month to the Board in accordance with N.J.A.C. 14:6-3.2. This therm conversion factor expressed to precision of at least three decimal places, shall be applied in calculating bills on a service rendered basis. The Gas Company may at its option, upon 30 day notice to Board and the New Jersey Division of Rate Counsel ("Rate Counsel or RC"), modify the calendar period used in determining the BTU factor, if it is modified toward or at a period closer to that of the Customer billing periods. In that event, the Company's reports to the Board concerning the BTU value of gas delivered into the Company's system shall contain sufficient detail to allow the Board to review the Company's calculation of therm conversion factors.

7.04 – Billing Period

Unless otherwise specified, the charges in this Tariff are stated on a "monthly" basis. The term "month" for billing purposes, shall mean a period of thirty (30) days.

Bills for service furnished will normally be rendered monthly. However, the Company reserves the right to bill bi-monthly. Gas Company also expressly reserves the right to render to any Customer bills based on meter reading periods which may be shorter than a month. Such bills will be prorated as provided in Section 7.05 hereof and are due as provided in Section 7.10 hereof.

7.05 – Proration of Monthly Charges

Except for temporary service accounts, the monthly charges for all initial bills, all final bills, and all bills for periods longer than five (5) days more, or shorter than five (5) days less, than the regular monthly billing period shall be prorated on the basis of a thirty-day month or the actual number of days in the billing period. For temporary service accounts, the minimum billing period for billing purposes shall be one month.

7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads

Where Gas Company is unable for any reason to read the meter, Gas Company reserves the right to estimate the amount of gas supplied based upon past usage and other information available and submit a bill determined on that basis. Such a bill shall be marked as to the fact that it is an estimated bill. During the summer period (defined here as May 15th through September 15th) the Gas Company may suspend the reading of manually read meters when the Company determines such suspension is necessary to permit the Company to redirect its work force to higher priority projects, provided, however, that the Company may not suspend meter readings for any individual Customer for four (4) or more consecutive billing periods (monthly accounts) or two (2) or more consecutive billing periods (bimonthly and quarterly accounts). During such time the accounts will be billed based on estimated usage. Adjustment of Customer's estimated use to actual use shall be made when an actual reading is next obtained. Notwithstanding the above, the Gas Company reserves the right to discontinue gas service when a meter reading is not obtained in accordance with N.J.A.C. 14:3-7.2(e)(3) which states "When a utility estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bimonthly and quarterly accounts), the utility shall mail a notice marked "Important Notice" to the Customer on the fifth and seventh months, respectively, explaining that a meter reading must be obtained and said notice shall explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, including, but not limited to, offering to schedule meter readings for evenings and on weekends, the utility may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board has been so notified and the Customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for nonpayment."

7.07 – Billing Adjustments Due to Inaccurate Meter Recordings

When it is determined that the Gas Company's meter is inaccurate or defective, the use of gas service shall be determined by a test of the meter, or by registration of the meter set in its place during the period next following, or after due consideration of previous or subsequent properly measured deliveries. Whenever a meter is found to be registering fast by more than 2% an adjustment of charges shall be made in accordance with the provisions of N.J.A.C. 14:3-4.6.

If a meter is found to be registering less than 100% of the service provided, the Gas Company shall not adjust the charges retrospectively and/or require the Customer to repay the amount undercharged except if: 1) the meter was tampered with; 2) the meter failed to register at all; or 3) the circumstances are such that the Customer should reasonably have known that the bill did

not reflect the actual usage. In rebilling a Customer under such conditions, the Gas Company may, per its determination, utilize previous or subsequent properly measured deliveries, perform a load analysis and/or a degree day analysis to estimate the usage. The Gas Company shall allow the Customer to make payment over a period of time equal to that during which the undercharges occurred, in accordance with N.J.A.C. 14:3-4.6(f).

Any adjustment to the Customer's account resulting from the terms in this section will be billed or applied to the account as the case may be. If the adjustment results in a credit, such amount may be refunded upon request by the Customer, in lieu of bill credit, in accordance with N.J.A.C. 14:3-4.6, as may be amended or superseded.

7.08 – Separate Billing for Each Installation

The service classifications are based upon the rendering of service through a single delivery and metering point. Service rendered to the same Customer at other points of delivery shall be separately metered and billed, except as provided in Section 5.01 hereof.

7.09 – Sale for Resale of Gas Service and Sub-Metering

1. General

Gas service supplied by the Company shall not be resold by Customer to others except where the Customer is another publicly regulated gas utility, where the gas is used for conversion to Compressed Natural Gas ("CNG"), or the Customer of record is sub-metering in accordance with the conditions set forth below.

2. Sub-Metering

a. Gas sub-metering is the practice in which a Customer of record of the Gas Company, through the use of direct metering devices, monitors, evaluates or measures the Customer of record's own utility consumption or the consumption of a tenant for accounting or conservation purposes.

   Gas sub-meters are devices that measure the volume of gas being delivered to particular locations in a system after measurement by a Company owned meter.

b. If the Customer of record charges the tenant for the usage incurred by the tenant, the sum of such charge(s) to the tenant shall not exceed the cost incurred by the Customer of record for providing gas service, including reasonable administrative expenses. Further, the sum of such charge(s) to the tenant shall not exceed the amount the utility would have charged such tenant if the tenant had been served and billed by the Company directly. The reselling of sub-metering gas service for profit is prohibited.

c. Gas sub-metering, in accordance with the conditions described hereinabove, is permitted in new or existing buildings or premises where the basic characteristic of use is industrial or

commercial. Gas sub-metering is not permitted in existing buildings or premises where the basic characteristic of use is residential except where such buildings or premises are publicly financed or government owned or are charitable in nature or are condominiums or cooperative housing. A single meter may be installed in residential apartment buildings where the owner of the building intends to pay for all residential gas consumption for the apartment building and the gas use is restricted to cooking gas. In these cases, the owner of the building must provide ETG with a signed agreement that 1) neither it, nor any subsequent owner, will install or operate any meter, measuring device or sub-meter designed to measure the gas service used by individual tenants or otherwise allocate the gas usage to individual apartments, and 2) that neither it, nor any subsequent owner, will attach any appliances other than cooking gas service to the individual units or otherwise attach any other device using gas service to the building.

d. The Customer of record shall contact the Company prior to the installation of any gas sub-metering device, in order to ascertain whether the affected premises is located within a low pressure portion of the Company's supply system and whether or not the installation of a gas check metering device will cause any significant pressure drop to the affected premises.

e. All gas consuming devices in any unit must be metered through a single gas sub- meter.

7.10 – Payment of Bills

At least 15 days' time for payment shall be allowed after the date a bill is mailed. Bills are payable at any commercial office at Gas Company or at any duly authorized collection agency or by mail or any other means made available by the Company. The Gas Company may discontinue service for nonpayment of bills provided the amount is greater than $100 and or more than three (3) months delinquent and it gives the Customer at least 10 days' written notice of its intention to discontinue service. The notice of discontinuance shall not be mailed until the expiration of the said initial 15-day period. However, in cases of fraud, illegal use, or when it is clearly indicated that the Customer is preparing to leave, immediate payment of accounts may be required. The Gas Company reserves the right to request wire transfer of funds for payment of bills when the Company reasonably determines that payment by wire transfer is required.

A late payment charge equal to one-twelfth of the lower of 18% or the highest rate allowed by law shall be applied to the monthly billing for all non-residential Customers. However, service to a governmental entity will not be subject to a late payment charge. Per Section 14:3-7.1(e) of the N.J.A.C., the utility shall not apply a late payment charge sooner than twenty five (25) days after a bill is rendered. Therefore, the Company may, beginning on the twenty-sixth (26^{th}) day after rendering a bill, assess late payment charges. The charge will be applied to all amounts previously billed including late payment charges and accounts payable that are not received by Gas Company within the days specified above. The amount of the late payment charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance by the late charge rate. When payment is received by the Company from a Customer who has an unpaid balance which includes charges for late payment, the Customer's payment shall be applied first to such late payment charges and then the remainder to the unpaid balance.

7.11 – Reimbursement of Expense for Processing Uncollectible Checks

A charge of $15.00 will be made to reimburse the Company for the expense of processing Customer checks which are returned by the Company's bank as uncollectible. A charge of $8.00 will be made to reimburse the Company for the expense of processing Customer checks that are re-submitted and again returned by the Company's bank as uncollectible.

7.12 – Beginning and Ending Service

Any Customer starting the use of service without making application for service and enabling Gas Company to read the meter will be held liable for any amount due for service supplied to the premises from the last reading of the meter immediately preceding the Customer's occupancy, as shown by the records of Gas Company.

Customers shall give reasonable notice of intended removal from any premises wherein they are receiving gas service. Customer shall be liable for service taken after notice of termination has been received by the Company until such time as the meter is read and disconnected, not to exceed forty-eight (48) hours. Notice to discontinue service does not relieve a Customer from any minimum or guaranteed payment under any service classification or contract.

7.13 – Budget Plan

Heating Customers billed under Service Classification RDS have the option of paying for their use of total service in equal estimated monthly installments as set forth in the applicable Gas Company's House Heat Budget Plan. The Company may offer a budget plan to all classes of Customers.

8. LEAKAGE

Customer shall immediately give notice to Gas Company of any escape of gas in or about Customer's premises.

9. ACCESS TO PREMISES

Properly identified employees or agents of Gas Company shall have access to Customer's premises at all reasonable times for any and all necessary purposes in connection with the rendering of service or the removal of its property.

10. RIGHT TO SUSPEND, CURTAIL, OR DISCONTINUE SERVICE

Gas Company shall have, upon reasonable notice, when it can be reasonably given, the right to suspend, curtail or discontinue its service for any of the following reasons:

(1) For the purpose of making repairs, changes, replacements, or improvements in any part of its system.

(2) For compliance in good faith with any governmental order or directive, whether federal, state, municipal, or otherwise, notwithstanding such order or directive subsequently may be held to be invalid.

(3) For any of the following act(s) or omission(s) on the part of Customer:

a. Non-payment of a valid bill due for service furnished at the present or any previous locations. However, nonpayment for business service shall not be a reason for discontinuance of residential service.

b. Tampering with any facility of Gas Company.

c. Fraudulent representation in relation to the use of gas service.

d. Customer moving from the premises unless the Customer requests that service be continued.

e. Delivering gas service to others without written approval of Gas Company except as permitted under Section 7.09 – Sale for Resale of Gas Service and Sub-Metering.

f. Failure to make or increase an advance payment or deposit when requested by Gas Company.

g. Refusal to contract for service where such contract is required.

h. Connecting and operating equipment in such a manner as to produce disturbing effects on the gas system of Gas Company or on systems of other Customers.

i. Failure to comply with any of these Standard Terms and Conditions.

j. Where the conditions of Customer's installation or facilities presents a hazard to life or property.

k. Failure of Customer to repair any faulty facility of Customer.

l. Failure to provide access to the meter to obtain a reading as permitted under Section 7.06 – Estimated Bills and Discontinuance of Service for Excessive Estimated Reads.

(4) For refusal of reasonable access to Customer's premises for necessary purposes in connection with the rendering of service, including meter installation, reading or testing, or the maintenance or removal of the property of Gas Company.

Failure of Gas Company to exercise its rights to suspend, curtail or discontinue service, for any of the above reasons, shall not be deemed a waiver thereof.

Should gas service be terminated for any of the above reasons, the minimum charge for the unexpired portion of the term shall become due and payable immediately, provided, however, that if satisfactory arrangements are subsequently made by Customer for reconnection of the service, the immediate payment of the minimum charge for the unexpired portion of the contract term may be waived or modified as the circumstances indicate would be just and reasonable.

11. RECONNECTION AND TAMPERING CHARGES

11.01 – Reconnection and Collection Charges

A charge of $15.00 shall be made when the Company makes a collection visit to the customer or the premises. A charge of $30.00 shall be made when the Company turns on or restores service when service has been suspended or discontinued for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4) of these Standard Terms and Conditions.

A charge of $200.00 may be made when service has been terminated for any of the reasons cited in Sections 10.(3), excepting 10.(3)d, and 10.(4), and which required the installation of a curb box for said termination.

11.02 – Tampering Charge

In the event it is established that a Company's meters or other equipment on the Customer's premises have been tampered with, and such tampering results in incorrect measurement of the service supplied as determined by the Company, the cost for such gas service, based upon the Company's estimate from available data and not registered by the Company's meter, shall be paid by the beneficiary of such service. The beneficiary shall be any person who benefits from such tampering. The actual cost of investigation, inspection and determination of such tampering, and other costs, such as but not limited to the installation of protective equipment, legal fees, and other costs relating to the administrative, civil or criminal proceedings, shall be billed to the beneficiary of such tampering in the case of non-residential accounts. In the case of residential accounts, all such costs shall be billed to the responsible party. The responsible party shall be the party who

either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit to tampering by or caused by another. In the event a residential Customer unknowingly received the benefit of meter or equipment tampering, the Company shall only seek from the benefiting Customer the cost of the service provided but not the cost of investigation.

Under certain conditions, tampering with the Company's facilities may also be punishable by fine and/or imprisonment under New Jersey law.

11.03 – Diversion of Service

Diversion is an unauthorized connection to pipes and/or wiring by which the utility service registers on the tenant Customers' meter although such service is being used by other than the tenant-customer of record without the tenant-customer's knowledge or cooperation. Where a tenant-customer alleges or it is established that service has been diverted outside of such Customers' premises, that tenant-customer shall not be required to pay for such service without that tenant-customer's consent. The definitions, procedures, investigations and determination of N.J.A.C. 14:3-7.8 shall apply.

12. CONTINUITY OF SERVICE

Gas Company will use reasonable diligence to provide a regular and uninterrupted supply of service; but, should the supply be suspended, curtailed, or discontinued by Gas Company for any of the reasons set forth in Section 10 of these Standard Terms and Conditions or should the supply of service be interrupted, curtailed, deficient, defective, or fail, by reason of any act of God, accident, strike, legal process, governmental interference, acts of third parties, or by reason of compliance in good faith with any governmental order or directive, notwithstanding such order or directive subsequently may be held to be invalid, provided such reasons are not the product of the Company's negligence, or willful misconduct, Gas Company shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect, or failure.

Additionally, Gas Company may curtail or interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgement, such action will prevent or alleviate the emergency condition.

13. LIMITATION OF SERVICE AVAILABILITY

Where the facilities of Gas Company and/or the quantity of gas available are restricted or limited, preference may be given by Gas Company in supplying service to Customers giving consideration to such factors as 1) annual gas use, 2) volume of gas, 3) load factor, 4) end use of gas, 5) capital investment costs, and 6) number of appliances.

14. CHARACTERISTICS OF SUPPLIED GAS

Type(s) of gas supplied:

1. Natural gas

2. Natural gas mixed with Propane-Air Gas and or Manufactured Gases and or Liquefied Natural Gas

3. In areas where natural gas service is not available, undiluted commercial grade propane gas distributed through Gas Company facilities and having a minimum heating value of 2,400 BTU per cubic foot.

15. GENERAL

15.01 – Inspection of Customer Facilities

Neither by inspection, approval nor non-rejection, nor in any other way does Gas Company give any guarantee or assume any responsibility, expressed or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances, or devices owned, installed, or maintained by Customer or leased by Customer from third parties, except in those instances in which the above equipment or facilities are owned, or leased by Gas Company.

15.02 – Force Majeure

Neither Gas Company, TPS, or Customer shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

Such cause or contingencies affecting the performance by Gas Company, TPS or Customer, however, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

16. GAS CURTAILMENT PLAN

16.01- Purpose

The purpose of this plan is to preserve the ability to continue to provide essential gas services, as defined below, to the broadest base of Customers given limited gas supply and/or delivery capacity.

16.02 - Definition of Essential Gas Users

Essential Gas Users are defined as gas service to individual residential dwellings, multi-family residential dwellings, schools, hospitals, day care centers, nursing homes, dormitories, correctional facilities, twenty-four hour emergency facilities such as municipal police, fire or emergency medical departments and similar facilities which do not have installed alternate fuel equipment and an alternate fuel supply.

16.03 – Actions Required Before Implementation of the Gas Curtailment Plan

The Gas Curtailment Plan will be implemented only after the Company has:

1. Exercised all of its rights to interrupt service to interruptible service classifications – ITS, IS, CS, CSI, as provided for in the Company's Tariff;

2. Availed itself of all cogeneration firm recall gas;

3. Interrupted SIS service, if being provided.

Nothing in the Gas Curtailment Plan shall inhibit the Company from managing and scheduling interruptions in service as covered above in a manner that it determines is appropriate to meet the conditions on its system. However, the Gas Curtailment Plan Action Steps will not go into effect until such time as all options available above have been exercised.

16.04 – Curtailment Plan Action Steps

1. The Company shall request all transportation Customers and their TPS to maximize deliveries of gas into the Company's system and request excess deliveries be made available to the Company at a compensation price agreed to by the parties.

2. The Company shall reduce gas service to its own facilities to a minimum;

3. The Company shall appeal to firm large industrial and commercial Customers to voluntarily reduce gas consumption;

4. The Company shall appeal to its general population of Customers to reduce gas consumption by lowering thermostats 5° F, closing off unused rooms, reducing non-essential uses of gas – i.e., gas lights, clothes drying;

5. The Company shall declare the existence of a gas curtailment emergency on its system and notify the BPU and other appropriate state agencies;

6. The Company shall seek emergency supplies from pipelines, suppliers and other gas companies;

7. The Company shall curtail service to all firm industrial services greater than 2,000 therms/day other than plant protection;

8. The Company shall curtail service to all firm industrial services less than 2,000 therms/but greater than 500 therms/day other than plant protection;

9. The Company shall curtail non-essential firm commercial usage 500 therms/day or greater;

10. The Company shall curtail remaining non-essential commercial and industrial usage;

11. The Company shall curtail service for industrial plant protection;

12. The Company shall systematically curtail essential uses employing the Company's emergency plan.

16.05 – Appropriation of End User Transportation Gas

When a gas curtailment emergency is declared (Step 5 in Section 16.04 above), any third-party transportation gas being delivered into the Company's system for end-use Customers shall be appropriated by the Company to serve the priority of service under this curtailment plan. Customers and TPSs whose gas is so appropriated shall be compensated for such gas at its replacement cost but not less than the equivalent price of #2 fuel oil and to the extent the Customer's actual delivered service is curtailed, that Customer shall receive curtailment credits equal to a proration of any fixed monthly service charge and demand charges to correspond to the amount of the curtailed service.

16.06 – Liability Exclusion

The declaration of a gas curtailment emergency shall constitute a force majeure condition under Section 15.02 of these Standard Terms and Conditions. Consequently, the Company shall not be liable for any damages, loss of product or other business losses suffered by Customers as a result of curtailed gas service.

17. UNAUTHORIZED GAS USE

Unauthorized Use includes, but is not limited to, any volume of gas taken by Customer in excess of its maximum daily requirement as set forth in its Service Agreement with Gas Company or the quantity of gas allowed by Gas Company on any day for any reason, including as a result of a curtailment or interruption notice issued by the Company in accordance with its tariff and/or the Board of Public Utilities of the State of New Jersey or any other governmental agency having jurisdiction. A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgement, such action is necessary to protect the operation of its system.

If a Customer uses gas after having been notified that gas is not available under their Service Classification, and or if applicable, uses gas in excess of the maximum daily quantity or requirements as established in the Service Agreement then unauthorized gas charges shall apply.

Furthermore, if a TPS fails to deliver gas in the quantities and or imbalance ranges specified in the TPS Service Classification then unauthorized gas charges shall apply to the TPS.

In addition to the above, the following conditions have been ordered by the BPU specifically related to Interruptible Customers and their suppliers: A Customer who fails to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible service agreements, and suppliers who fail to deliver natural gas during a critical period/OFO notice, consistent with the terms and conditions of applicable service agreements and TPS Agreements, shall be charged a penalty equal to the charges for Unauthorized Gas Use.

All Unauthorized Usage shall be billed at the higher of $2.50 per therm or a rate equal to ten times the highest price of the daily ranges which are published in Gas Daily on the table "Daily Price Survey" for delivery in Transco Zone 6 or Texas Eastern Zone M-3. This rate shall not be lower than the maximum penalty charge for unauthorized daily overruns as provided for in the FERC-approved gas tariffs of the interstate pipelines which deliver gas into New Jersey. This is in addition to all applicable taxes and charges of the Customer's service class.

Nothing herein shall be construed to prevent the Company from taking all lawful steps to stop the unauthorized use of gas by Customer, including disconnecting Customers service.

Such payment for unauthorized use shall not be deemed as giving Customer or TPS any rights to use such gas.

The Gas Company may, in its sole discretion, permanently discontinue service upon a finding by the Gas Company that the Customer has not complied with the conditions and provisions of the tariff.

TPSs that have subscribed to Standby for their Essential Use Customers are not subject to Unauthorized Use Charges for volumes that are within the limits of their Standby Service but will be billed the Standby Rate determined at month end. Any revenues from Unauthorized Gas Use penalty charges shall be credited to the BGSS.

All Unauthorized Use Charges applicable to transportation services will be billed to and payable by the TPS providing gas supply for such services. In the event a TPS fails to pay these charges, the Customers of that TPS shall be billed directly by the Company for either: 1) their proportionate share, based on the Allocation of Supplies as set forth in the TPS service classification; or 2) their direct share identified through their non-compliance to Company directives to ease or curtail gas use.

18. NEW JERSEY SALES AND USE TAX

In accordance with P.L. 1997, c. 162 (the "energy tax reform statute"), as amended by P.L. 2016, c. 57, provision for the New Jersey Sales and Use Tax ("SUT") has been included in all charges applicable under this tariff by multiplying the charges that would apply before application of the SUT by the factor 1.06625. The energy tax reform statute exempts the following customers from the SUT provision, and when billed to such Customers, the charges otherwise applicable under this tariff shall be reduced by the provision for the SUT included therein:

1. Franchised providers of utility services (gas, electricity, water, waste water and telecommunications services provided by local exchange carriers) within the State of New Jersey.

2. Cogenerators in operation, or which have filed an application for an operating permit or a construction permit and a certificate of operation in order to comply with air quality standards under P.L. 1954, c. 212 (C.26:2C-1 et seq.) with the New Jersey Department of Environmental Protection, on or before March 10, 1997.

3. Special contract Customers for which a Customer-specific tax classification was approved by a written Order of the BPU prior to January 1, 1998.

4. Agencies or instrumentalities of the federal government.

5. International organizations of which the United States of America is a member.

In accordance with P.L. 2004, c. 65 "The Business Retention and Relocation Assistance Act" and subsequent amendment (P.L. 2005, c.374) exempts the following Customers from the SUT provision, and when billed to such Customers, the charges otherwise applicable shall be reduced by the provision for the SUT included therein:

1. A qualified business that employs at least 250 people within an enterprise zone, at least 50 % of whom are directly employed in a manufacturing process, for the exclusive use or consumption of such business within an enterprise zone.

2. A group of two or more persons:

   a. Each of which is a qualified business that are all located within a single redevelopment area adopted pursuant to the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.);

b. That collectively employ at least 250 people within an enterprise zone, at least 50% of whom are directly employed in a manufacturing process;

c. Are each engaged in a vertically integrated business, evidenced by the manufacture and distribution of a product or family of products that, when taken together, are primarily used, packaged and sold as a single product; and

d. Collectively use the energy and utility service for the exclusive use or consumption of each of the persons that comprise a group within an enterprise zone.

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

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

19. NEGOTIATED RATES, TERMS AND CONDITIONS

In accordance with the BPU's Order dated August 18, 2011 in BPU Docket No. GR10100761 ("Order") the Company has developed the following criteria for determining whether it will, in individual circumstances, negotiate rates, terms and conditions of service with Customers that otherwise would not take service under the terms of the service classifications set forth in this tariff. Any individually negotiated rates, terms or conditions agreed to pursuant to this tariff provision are subject to prior approval by the BPU. Negotiated rates, terms and conditions that may be made available are intended to address unique circumstances applicable at the time that the negotiated rates, terms and conditions are agreed to with individual Customers.

Negotiated rates, terms and conditions will be offered by the Company in circumstances in which it determines in its sole reasonable judgment, that such individual rates, terms and conditions are necessary to prevent (i) physical bypass of the Company's distribution system, (ii) economic bypass of the Company's distribution system or, (iii) the loss of load that could otherwise be served at rates that would exceed marginal costs.

Customers seeking negotiated rates, terms and conditions, and claiming that such rates, terms and conditions are necessary to prevent the Customer from physically bypassing the Company's distribution system, must provide the Company with the following:

(i) a statement from an interstate pipeline involved in such bypass that the proposed interconnection between Customer and the pipeline is operationally viable, that sufficient capacity is available to serve such Customer, and that the pipeline would serve the Customer if requested;

(ii) maps or flow diagrams that identify the proposed route of the pipeline needed to serve the Customer from the interconnection with the pipeline and the Customer's site, the size of the connecting pipeline and any other appurtenant facilities required;

(iii) engineering studies related to the estimated costs to complete construction of facilities interconnecting the pipeline and the Customer;

(iv) information concerning the status of all reliability and environmental or other permits and approvals from local, state and federal agencies;

(v) a description of any other benefits that the Customer proposes to provide the Company under a service agreement between the Company and Customer; and

(vi) such other information as the Company may require.

Customers seeking negotiated rates, terms and conditions for reasons other than to avoid physical bypass must provide the Company (i) such information as the Customer deems relevant to its request, and (ii) such information as the Company may require given the particular circumstances.

In determining whether to offer individually negotiated rates, terms and conditions to a particular Customer, the Company will consider all relevant information provided by the Customer and make a judgment as to whether negotiated rates, terms and conditions are necessary to prevent physical or economic bypass or the loss of load that could otherwise be served at rates that exceed marginal costs. Customers may apply for negotiated rates, terms and conditions by contacting the Company in writing. The Company will respond to any request for negotiated rates, terms and conditions within sixty (60) days of receiving a Customer's written request and all required information.

21. ENERGY EFFICIENCY MEASURES (EEM)

APPLICABLE TO USE OF SERVICE FOR:

The following charges are applicable to customers who must comply with the public bidding requirements as set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5(1)(f), the Public Schools Contracts Law at N.J.S.A. 18A:18A-5a(7), and the County College Contracts Law at N.J.S.A. 18A:64A-25.5(a)(8), for the measures listed below, provided to customers under the following select energy efficiency programs offered by the Company.

Direct Install – for Public Entities only

Lighting Services

Labor per fixture for interior and exterior applications, as per prevailing wages:

LED Lamp Replacements with Direct Line – Up to $130.00

LED Fixture Replacement – Up to $394.00

Lighting Controls – Up to $527.00

Lighting Systems and Materials at cost plus mark-up

1. Other Energy Efficiency Services

Non-lighting (e.g. HVAC, controls) at cost plus mark-up, proposals will depend on specifications and site conditions.

2. Special Provisions

Pricing on lighting labor by fixture type, as well as mark-ups on lighting systems and materials and non-lighting materials and labor, will be filed with the BPU annually; public entities may request pricing details on a confidential basis.

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)

APPLICABLE TO USE OF SERVICE FOR:

All residential purposes in individual residences and in individual flats, individual apartments in multiple family buildings, only where each individual flat or individual apartment is served through its own separate meter and religious institutions where the total rated input capacity of all gas utilization equipment does not exceed 500,000 BTU per hour. The rate is not available for hotels, nor for recognized rooming or boarding houses where the number of rented bedrooms is more than twice the number of bedrooms used by Customer. This rate is not applicable for industrial or commercial use of gas. In residential premises, use for purposes other than residential will be permitted only where such use is incidental to Customer's own residential use. Service for heating and/or cooling of premises will be rendered at this rate. Service to detached outbuildings or outside appliances appurtenant to the residence will be included in this rate provided Customer installs the necessary piping so that the gas used in such facilities may be measured by the meter located at the residence.

Service will be provided if Gas Company's facilities are suitable.

CHARACTER OF SERVICE:

Continuous, however, Customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS")

*CHARGES PER MONTH:

	Gas Supply from BGSS	Gas Supply from TPS
Service Charge	$11.50	$11.50
Distribution Charge per Therm	$0.6991	$0.6991
Commodity Charge	Per Rider "A"	Per TPS Agreement

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS

1. Utilizing a Third Party Supplier

A Customer choosing to contract with a TPS for supply service will be enrolled for this service with the Company by the TPS on their behalf. A Customer will receive a confirmation notice from the Company noting their choice of supplier and that the Customer will have seven (7) calendar days from the date of the confirmation notice to contact the Company and rescind its selection, after which, if not rescinded, the residential Customer's TPS enrollment shall be accepted by the Company. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by the TPS.

2. Switching Suppliers

Customer may switch TPSs or return to the Company's BGSS service at any time subject to the conditions of Customer enrollment. A Customer electing to return to the BGSS service should contact their TPS who will carry out the necessary steps with the Company. The decision and steps necessary to switch TPSs are carried out between the newly selected TPS and the Customer. Customer will not be charged a fee to change its TPS or return to BGSS service.

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (continued)

3. Limitations on the Availability of Transportation Service

Customer's TPS must demonstrate that it possesses Comparable Capacity or Standby Balancing Service sufficient to provide their Customers' Unadjusted Average Daily Delivery Quantity, as defined under the TPS Service Classification, during the months of November through March. If at any time it is determined that TPS does not meet this provision, then TPS's Customers will be returned to BGSS gas supply service.

4. Load Balancing Charge

A Load Balancing Charge of $0.0552 per therm, which includes taxes, shall be billed to the TPS for all metered quantities of its RDS Customers.

5. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

6. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for Customers for transporting gas from its source to the Company's interconnection with delivering pipeline suppliers. All such responsibility rests with Customer's TPS. Company shall have no responsibility with respect to such gas before Customer delivers or has delivered on its behalf such gas to Company or after Company redelivers such gas to Customer at the meter at Customer's premises or on account of anything which may be done, happen or arise with respect to such gas before such delivery or after such redelivery. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS.

7. Gas Supply Obligation

In the event that Customer's TPS ceases operations, or for any other reason fails to deliver the Average Daily Delivery Quantity ("ADDQ"), the Company shall provide replacement gas supplies under the BGSS service.

SERVICE CLASSIFICATION – RESIDENTIAL DELIVERY SERVICE (RDS)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (continued)

8. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company's system on behalf of Customer.

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)

APPLICABLE TO USE OF SERVICE FOR:

Small General Service is available to those Customers whose annual weather normalized usage as determined by the Company is less than 5,000 therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall review each Customer's eligibility based on their annual normalized usage and if in excess of 5,500 therms for two consecutive years will transfer the Customer to General Delivery Service.

CHARACTER OF SERVICE:

Continuous.

*CHARGES PER MONTH:

	Gas Supply from BGSS	Gas Supply from TPS
Service Charge	$41.05	$41.05
Distribution Charge per Therm	$0.5562	$0.5562
Commodity Charge	Per Rider "A"	Per TPS Agreement

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.

MINIMUM MONTHLY CHARGE:

The Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)
(continued)

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Balancing Charge

Customers will be charged a balancing charge of $0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the Customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month per an Average Daily Delivery Quantity ("ADDQ") determined as stated in the TPS section of this tariff.

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)
(continued)

6. Utilizing a Third Party Supplier

A Customer choosing to contract with a TPS for supply service will be enrolled for this service with the Company by the TPS on their behalf. A Customer will receive a confirmation notice from the Company notifying them of their enrollment by a TPS and that the Customer should contact the TPS noted on the letter within seven (7) calendar days if they seek to have it rescinded. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by the TPS.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the Customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas Customers will first be credited with standby gas purchased by the TPS on their behalf.

8. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

9. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User Customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)
(continued)

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

12. SPECIAL PROVISIONS, APPLICABLE TO VETERANS' ORGANIZATIONS:

Veterans' Organization Service: Pursuant to N.J.S.A 48:2-21.41, when natural gas service is delivered to a Customer that is a Veterans' Organization, serving the needs of veterans of the armed forces, the Customer may apply and be eligible for billing under this Special Provision.

Each Customer shall be eligible for billing under this Special Provision upon submitting an Application for Veterans' Organization Service under this service classification and by qualifying as a "Veterans' Organization" as defined by N.J.S.A. 48:2-21.41 defines a Veterans' Organization that qualifies for this Special Provision as "an organization dedicated to serving the needs of veterans of the armed forces that: is chartered under federal law, qualifies as a tax exempt organization under paragraph (19) of subsection (c) of section 501 of the federal Internal Revenue Code of 1986, 26 U.S.C. s.501(c)(19), or that is organized as a corporation under the 'New Jersey Nonprofit Corporation Act,' N.J.S.15A:1-1 et seq." Under N.J.S.A. 48:2-21.41, a qualified Veterans' Organization shall be charged the residential rate for service delivered to the property where the Veterans' Organization primarily operates, if the residential rate is lower than the commercial rate for service at that property.

SERVICE CLASSIFICATION – SMALL GENERAL SERVICE (SGS)
(continued)

12. SPECIAL PROVISIONS, APPLICABLE TO VETERANS' ORGANIZATIONS (continued):

The Customer shall furnish satisfactory proof of eligibility of service under this Special Provision to the Company. Once proof of eligibility is determined by the Company, service under this Special Provision shall begin with the next billing cycle following receipt of the Application.

The Customer will continue to be billed on this service classification. At least once annually, the Company shall review eligible Customers' charges for service delivered, defined to include Service Charges and Distribution Charges, under this Special Provision for all relevant periods. If these comparable charges for service delivered under the Residential Delivery Service (RDS) classification are lower than the charges under this classification a credit in the amount of the difference shall be applied to the Customer's next bill.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)

APPLICABLE TO USE OF SERVICE FOR:

General Delivery Service is available to those Customers whose annual weather normalized usage as determined by the Company is 5,000 or more therms per year and where Gas Company's facilities are suitable and the quantity of gas is available for the service desired. In August of each year the Company shall review Customer usages and those Customers whose weather normalized usage, as determined by the Company, is less than 4,500 therms for two consecutive years will be transferred to Small General Service.

CHARACTER OF SERVICE:

Continuous, however, customers may either purchase gas supply from a Third Party Supplier ("TPS") or the Company's Rider "A", Basic Gas Supply Service ("BGSS").

*CHARGES PER MONTH:

	Gas Supply from BGSS	Gas Supply from TPS
Service Charge	$64.93	$64.93
Demand Charge per DCQ	$1.387	$1.387
Distribution Charge per Therm	$0.3457	$0.3457
Commodity Charge	Per Rider "A"	Per TPS Agreement

* The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ)

The DCQ will be determined by the Customer's maximum daily requirements in terms of therm units per day. The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ) (continued)

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

SPECIAL PROVISIONS SECTIONS I & II:

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION

1. Distributed Generation of 12 kW or More and Gas Cooling & Refrigeration of 10 Tons or More

Under separate application Customers who are using gas for distributive generation with a rated capacity of twelve (12) kW or more, and/or gas cooling equipment with a rated capacity of ten (10) tons or more, and where gas consumed is separately metered, will be billed at the above rates, except that the applicable Distribution Charges will be billed at a rate of $0.0773 per therm commencing with the first meter reading taken in the ordinary course of business in May and concluding with the meter reading taken in the ordinary course of business in October. During all other periods, the Distribution and Commodity Charge per therm stated in this service classification shall apply.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION (continued)

2. Economic Development Service (EDS):

Any new Customer employing a minimum of ten (10) full time equivalent employees, who locates in or expands a new or vacant building within the Company's service territory and enters into a GDS service agreement and (2) any existing Customer who expands into a new or vacant building and adds a minimum of ten (10) full time equivalent employees at the facility within the Company's service territory and is a party to a GDS service agreement shall be eligible for an EDS discount. For new Customers, this building must be new or have been vacant for a minimum of three (3) months. For existing Customers, the space utilized for operations must expand by more than 5,000 square feet. Gas used subject to the EDS discount for existing Customers will be calculated by the Company and will be based solely on the Customer's incremental usage. This service is offered to any eligible Customer for a period of five (5) years, continuing to meet the above requirements, from the date of the initial Service Agreement under this service. The EDS Customers shall receive a fifty (50) percent pre tax discount in this Service Class's Distribution Charge during the period of eligibility.

3. Boiler Limitation

This service classification is not available for new or additional boiler equipment with a rated input in excess of 12.5 million BTU's per hour. The Gas Company may waive this limitation in cases where the Customer enters into a longer term contract or agrees to guarantee a monthly minimum revenue level as may be determined by the Gas Company.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Balancing Charge

Customers with a DCQ under 500 therms will be charged a balancing charge of $0.0171 per therm, which includes sales tax, in the months of November through March to offset system supply costs utilized to absorb the differences between the TPS delivered Average Daily Delivery Quantities and the actual daily gas supply requirements of the Customers.

3. Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month. A TPS with Customers having a DCQ under 500 therms and those requiring an AMR not yet installed are required to deliver these customers natural gas requirements per an ADDQ determined as stated in the TPS section of this tariff.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

6. Utilizing a Third Party Supplier

A Customer choosing to contract with a TPS for supply service will be enrolled for this service with the Company by the TPS on their behalf. A Customer will receive a confirmation notice from the Company notifying them of their enrollment by a TPS and that the Customer should contact the TPS noted on the letter within seven (7) calendar days if they seek to have it rescinded. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by the TPS.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the Customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas Customers will first be credited with standby gas purchased by the TPS on their behalf.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

8. Automatic Meter Reading (AMR) Equipment for Customers with a DCQ of 500 therms or more.

AMR equipment is required for Customers with a DCQ of 500 or more therms, as determined by the Company. Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the BPU. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

9. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

10. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User Customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

11. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 17 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' ADDQ and/or DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

SERVICE CLASSIFICATION – GENERAL DELIVERY SERVICE (GDS)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

12. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

III. SPECIAL PROVISIONS, APPLICABLE TO VETERANS' ORGANIZATIONS:

Veterans' Organization Service: Pursuant to N.J.S.A 48:2-21.41, when natural gas service is delivered to a Customer that is a Veterans' Organization, serving the needs of veterans of the armed forces, the Customer may apply and be eligible for billing under this Special Provision.

Each Customer shall be eligible for billing under this Special Provision upon submitting an Application for Veterans' Organization Service under this service classification and by qualifying as a "Veterans' Organization" as defined by N.J.S.A. 48:2-21.41 defines a Veterans' Organization that qualifies for this Special Provision as "an organization dedicated to serving the needs of veterans of the armed forces that: is chartered under federal law, qualifies as a tax exempt organization under paragraph (19) of subsection (c) of section 501 of the federal Internal Revenue Code of 1986, 26 U.S.C. s.501(c)(19), or that is organized as a corporation under the 'New Jersey Nonprofit Corporation Act,' N.J.S.15A:1-1 et seq." Under N.J.S.A. 48:2-21.41, a qualified Veterans' Organization shall be charged the residential rate for service delivered to the property where the Veterans' Organization primarily operates, if the residential rate is lower than the commercial rate for service at that property.

The Customer shall furnish satisfactory proof of eligibility of service under this Special Provision to the Company. Once proof of eligibility is determined by the Company, service under this Special Provision shall begin with the next billing cycle following receipt of the Application.

The Customer will continue to be billed on this service classification. At least once annually, the Company shall review eligible Customers' charges for service delivered, defined to include Service Charges, Demand Charges and Distribution Charges, under this Special Provision for all relevant periods. If these comparable charges for service delivered under the Residential Delivery Service (RDS) classification are lower than the charges under this classification a credit in the amount of the difference shall be applied to the Customer's next bill.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)

APPLICABLE TO USE OF SERVICE FOR:

This Service Classification is available to any non-Residential Customer who wishes to purchase natural gas sales and/or transportation service and have the Company own and maintain facilities at Customer's premises to compress gas into CNG ("CNG Fueling Facilities") for use as fuel for self-propelled motor vehicles ("Vehicular Gas"). This Service Classification also sets forth the terms and conditions under which the Company may sell and/or distribute Vehicular Gas at CNG Fueling Facilities operated by the Company as Public Fueling Stations.

CHARACTER OF SERVICE:

Continuous to Customers signing a Natural Gas Vehicle ("NGV") Service Agreement ("Agreement").

CONDITIONS PRECEDENT:

A Customer must sign an NGV Agreement with the Company to receive continuous service under this Service Classification. Service under such NGV Agreement is for the term of the NGV Agreement and may be continued beyond the term of the NGV Agreement only by the mutual agreement of Company and Customer. Members of the general public who wish only to obtain Vehicular Gas at Public Fueling Stations need not sign an NGV Agreement. Such members of the public have no entitlement to continuous service under this Service Classification. Service under this Service Classification will be separately metered. Customers must indicate in their Agreements whether they will purchase gas supply from Company or from a TPS.

Section 6.01 of the Standard Terms and Conditions of this Tariff sets forth standards that establish the Company's liability for damages. Section 6.01 applies to any claim arising from services provided or facilities constructed, maintained or operated by Company under this Service Classification. Moreover, the specific provisions of Section 6.01 that apply to Customers will apply both to Customers signing an NGV Service Agreement and members of the public who obtain Vehicular Natural Gas under this Service Classification.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

LICENSING, PERMITS AND LEGAL REQUIREMENTS:

Customers installing CNG Fueling Facilities on their premises must meet all applicable licensing, permitting and other legal requirements associated with operating CNG Fueling Facilities or Company may suspend or terminate service to such facilities without further liability.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

MAIN AND SERVICE EXTENSIONS FOR NGV SERVICE, CNG FUELING FACILITIES AND THE INCREMENTAL COSTS OF CNG-POWERED VEHICLES:

Under this Service Classification, Company may construct and/or install mains, services, automatic meter reading devices, and other facilities necessary to provide sales and transportation service to Customers. Company may also construct and/or install CNG Fueling Facilities located behind Customer's meter. Company may also construct Public Fueling Stations. On a not unduly discriminatory basis, Company may require revenue guarantees sufficient to enable Company to fully recover the costs of all such facilities over a negotiated period as set forth in the NGV Agreement. All negotiated charges under this Service Classification may be revised at the expiration of the term of an NGV Agreement and reflected in any new/replacement NGV Agreement.

Subject to an appropriate revenue guarantee, Company may invest up to ten times the projected annual Distribution Revenues from service provided under this Service Classification in facilities necessary to provide service under this Service Classification. To the extent that Company's investment exceeds ten times projected annual Distribution Revenues, Customer will be assessed a CNG Facilities Charge sufficient to recover Company's excess investment (including its authorized pre-tax return). In lieu of paying a Facilities Charge, Customer may provide a Contribution In Aid of Construction. To the extent that this Section of the NGV Service Classification conflicts with Section 3 of the Standard Terms and Condition of Company's Tariff with respect to service provided under this Service Classification, this Section will control.

I. COMPANY-OWNED AND MAINTAINED CNG FUELING FACILITIES ON CUSTOMERS' PREMISES

Customer may elect to have Company construct, own, and maintain CNG Fueling Facilities at Customer's Premises ("Customers' Premises Facilities"). Such service does not include the dispensing of CNG into vehicles. Under this option, the dispensing of CNG into vehicles shall be the sole responsibility of the Customer. In addition, Customer may, at its option, either contract and pay separately for electricity needed to operate the CNG Fueling Facility or have the Company contract for such electricity and pass through its actual electricity costs to Customer.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

Rates and Charges Applicable to Customers' Premises Facilities:*

The following rates and charges apply to service under this Service Classification at Customers' Premises Facilities:

1. Distribution Charge - $0.4633 per therm

2. Fueling Station Charge

   A Fixed monthly amount, designed on an individual Customer basis to recover the Company's projected cost of maintaining the Customer's specific CNG Fueling Facility.

3. Facilities Charge

   A Fixed monthly amount, designed on an individual Customer basis to recover Company investment in excess of ten times projected annual Distribution Revenues in facilities necessary to provide service under this Service Classification. The Facilities Charge shall be computed by multiplying the Company's investment in excess of ten times projected annual Distribution Revenue (including its authorized pre-tax return) by an appropriate percentage that will be based upon the term of the NGV Agreement.

4. Gas Cost

   BGSS-M rate applicable to month of sale for gas sold by Company, not applicable if supplied by a TPS.

5. Taxes and Fees

   Motor Fuel and all other taxes and fees or other similar charges applicable to sale and/or transportation of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company.

*The charges set forth in this section exclude sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes, fees or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to the agreement between the Customer and the TPS.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

Sales of Vehicular Natural Gas to Third Parties:

Customer may agree in the Agreement to allow its CNG Fueling Station to be used to sell and dispense CNG to the general public. Such sales will be made at publicly posted prices as determined by the Customer. Distribution Charge revenues from sales to the public shall be credited against any revenue guarantee obligation of Customer.

II. PUBLIC FUELING STATIONS

Company may construct, operate and maintain CNG Fueling Facilities for the purpose of providing Vehicular Gas to the general public.

Rates and Charges Applicable to Company Owned Public Fueling Stations:*

If Company offers service to the general public, the Company shall charge the rates set forth below. The Company shall post such rates at each Public Fueling Facility owned and operated by the Company. The price shall be the Gasoline Gallon Equivalent ("GGE") of a price per therm that includes the following components:

Distribution Charge	$0.4633 per therm
Fueling Station Charge	$0.5323 per therm
Facilities Charge	$0.4417 per therm
Gas Cost	BGSS-M rate applicable to the month of sale
Taxes and Fees	Motor fuel and all other taxes and fees or other similar charges applicable to sales of Vehicular Gas. The remittance of any applicable taxes related to such use shall be the sole responsibility of the Company.

*The charges set forth in this section exclude sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any taxes fees or similar charges that are lawfully imposed by the Company.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS ("TPS"):

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Automatic Meter Reading (AMR) Equipment

Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

3. Gas Commingling

Service under this Service Classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

4. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

5. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the daily requirements.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS ("TPS"): (continued)

6. Utilizing a Third Party Supplier

A Customer choosing to contract with a TPS for supply service will be enrolled for this service with the Company by the TPS on their behalf. A Customer will receive a confirmation notice from the Company notifying them of their enrollment by a TPS and that the Customer should contact the TPS noted on the letter within seven (7) calendar days if they seek to have it rescinded. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS.

7. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and/or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the Customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas Customers will first be credited with standby gas purchased by the TPS on their behalf.

8. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User Customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

SERVICE CLASSIFICATION
COMMERCIAL & INDUSTRIAL NATURAL GAS VEHICLE SERVICE (NGV)
(continued)

SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS ("TPS"): (continued)

9. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's Demand Charge Quantity (DCQ).

APPLICABLE TO USE OF SERVICE FOR:

Applicable to Commercial and Industrial Users, with a DCQ of 2,000 or more up to the maximum daily demands as set forth in the Service Agreement, provided that all firm gas service is supplied under this rate, Gas Company's facilities are suitable, and the required quantity of gas is available for the service desired. The consumption of gas in different locations will not be combined for billing purposes.

CHARACTER OF SERVICE:

Continuous Customers may either purchase gas supply from a TPS or the Company's Rider "A", Basic Gas Supply Service ("BGSS").

*CHARGE PER MONTH:

	Tax-Exempt	Taxable
Service Charge	$395.00	$421.17
Demand Charge per DCQ	$2.084	$2.222
Distribution Charge per Therm	$0.0415	$0.0442
Commodity Charge	Per BGSS Rider "A" or TPS Agreement	

*The charges set forth in this Service Classification include sales and use tax and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. A Customer that receives gas supply from a TPS will be charged for commodity according to any agreement between the Customer and the TPS.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"): (continued)

number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the contract demand as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement, however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. The Customer may switch to a firm transportation service to receive gas supply from a TPS per the provisions of this classification. In the event that a Customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

SPECIAL PROVISIONS SECTIONS I & II:

I. SPECIAL PROVISIONS, APPLICABLE TO ALL CUSTOMERS RECEIVING SERVICE UNDER THIS SERVICE CLASSIFICATION

1. Plant Shutdowns

In the event Customer is compelled to shutdown operation of its entire manufacturing or commercial facilities because of a major disaster, major strike, or order of any court or administrative agency having jurisdiction, and said shutdown continues in effect through a full calendar month, Gas Company, upon written request from Customer, may adjust the Minimum Charge for the calendar month. Separate written requests by Customer must be made for each month in which an adjustment of the Minimum Charge is desired and said request shall set forth in detail the exact reasons therefor.

2. Standby Equipment and Fuel

It is the Customer's responsibility to provide for alternate energy facilities needed, if any to provide plant protection service, including cool down periods for refractory, during periods in which gas may be curtailed in accordance with curtailment plan authorized by the State of New Jersey or appropriate Federal Government Agency that are applicable to the Company's operation. In addition, the Gas Company reserves the right to interrupt or suspend service rendered hereunder by Customer if, in the sole judgement of the Company, it is necessary to meet system integrity or to meet other emergency demands under its Curtailment Action Plan as set forth in Section I of this tariff.

3. Facility Charges

The costs of any changes in the facilities of the Gas Company necessary to render this service will be paid for by the Customer.

4. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS)

1. Service Agreement

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a TPS are conditions precedent to receiving gas supply from a TPS.

2. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas, when necessary, in accordance with the applicable curtailment provisions of this Tariff.

3. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

4. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customer's total monthly requirements for that billing month.

5. Utilizing a Third Party Supplier

Customers utilizing a TPS (including brokers and marketers) either as agents or as suppliers of gas into the Company's system, must notify the Company in writing of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified under the Company's TPS service classification.

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

6. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges, the Customer shall be billed directly by the Company for its direct portion, if by its non-compliance to Company directives to cease gas use, and/or a prorata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas Customers will first be credited with standby gas purchased by the TPS on their behalf.

7. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, (AMR) equipment is required. Customer shall pay for all costs to install (AMR) equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year or some lesser period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment, which shall remain the sole property of the Company.

8. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use of the Standard Terms and Conditions.

9. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service, except for those whose TPS contracted for Standby Service, limited to Essential Gas User customers. In the event that a Customer that is not covered by Standby Service seeks to purchase natural gas supplies from the Company, such sales may be made by the Company in its sole discretion under such terms and conditions as the Company may require.

SERVICE CLASSIFICATION – LARGE VOLUME DEMAND (LVD)
(continued)

II. SPECIAL PROVISIONS, APPLICABLE TO CUSTOMERS RECEIVING GAS SUPPLY FROM THIRD PARTY SUPPLIERS (TPS) (continued)

10. Limitations on the Availability of Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' DCQ, agrees to contract and pay for Standby Service as defined in the TPS Service Classification or for such Customers' TPS demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification.

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas into Company's system on behalf of transporting customer.

SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE (EGF)

All Customers must sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

APPLICABLE TO USE OF SERVICE FOR:

Available to customers who utilize natural gas for Qualifying Cogeneration, as defined below, Distributive Generation, Micro Turbine and Fuel Cells at facilities with a rated production of over 500 Kilowatts (kW). Customers have the option of taking service under this Service Classification or negotiating a sales and/or transportation service contract which will be filed with the BPU.

A Qualifying Cogeneration Facility is one that meets the Federal Energy Regulatory Commission (FERC) certification of qualifying status for the sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a facility as defined in Section 201 of the Regulatory Policies Act of 1978.

CHARACTER OF SERVICE:

Continuous.

*CHARGE PER MONTH:

	Tax-Exempt (1)	Taxable (2)
Service Charge	$100.00	$106.63
Demand Charge per DCQ	$0.849	$0.905
Distribution Charge per Therm	$0.0447	$0.0477
Commodity Charge	Per Rider “A”	Per Rider “A”

* The charges set forth in this Service Classification include sales and use tax, unless noted tax-exempt and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

(1) Tax-Exempt rates apply to cogeneration facilities that are in compliance with the terms of N.J.S.A. 54:30A-50.

(2) Taxable rates apply to Customers, unless specifically exempted by law, entering Service Agreements with the Company after 3/10/1997.

SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level of usage experienced within the past 12 months.

The billing demand quantity for the initial month of gas consumption shall be the rated twenty-four (24) hour input of the connected equipment expressed in equivalent therms.

Demands established during the billing months of May through September, inclusive, will not be used for billing purposes to the extent that such demands exceed previously established billing demands.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

SERVICE CLASSIFICATION – ELECTRIC GENERATION FIRM SERVICE - (EGF)
(continued)

TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than two years. Successive two-year terms shall be provided unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Maximum Gas Usage and Deliveries

Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Service Agreement. Upon request by Customer, Company may deliver available quantities of gas in excess of maximum hourly requirement for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Service Agreement.

2. Qualifying Facilities and Reporting

Customer must certify that qualifying status has been granted by the FERC and any other agencies required to grant operating status to the facility. The Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

3. Metering

Service supplied under this Service Classification shall be separately metered.

4. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

SERVICE CLASSIFICATION – GAS LIGHT SERVICE (GLS)

This Service Classification is limited to un-metered Gas Lights whose cost of maintenance and repair shall be the responsibility of Customer.

APPLICABLE TO USE OF SERVICE FOR:

Customers who have the gas supply for their outdoor lighting fixtures connected directly to the gas service pipe without being metered.

CHARACTER OF SERVICE:

Continuous.

CHARGE PER MONTH:

The Distribution Charge for this service shall be at the flat rate of $11.88 per Mantel Equivalent, inclusive of taxes, for each .02 therms of hourly input rating of the lighting fixtures. Input ratings shall be those of the manufacturer of the gas lighting fixtures or as determined by actual test or calculation made by Gas Company. The rate set forth above will be adjusted for the Periodic Basic Gas Supply Service Charge (BGSS-P) of this Tariff as well as all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. Per Therm charges shall be determined by the Company using the following factors times the applicable rates noted above:

Mantel Equivalents = fixture input rating / .02 therms of hourly input
Un Metered Billing Therms = Mantel Equivalents *.02 * 24 hours * 365 / 12

MINIMUM MONTHLY CHARGE:

Flat rate as shown above.

TERM OF PAYMENT:

All bills are due upon presentation. Should a non-residential GLS Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and thereafter until terminated by five (5) days written notice.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SERVICE CLASSIFICATION - COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS

This Service Classification is only available to qualifying cogeneration facilities served under this classification on or after January 1, 2010, as well as additional facilities added at these Customers existing cogeneration sites after this date.

The signing of a Service Agreement and Federal Energy Regulatory Commission (FERC) certification of qualifying status are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

The sequential production of electrical and/or mechanical energy and useful thermal energy from the same fuel source by a Qualifying Facility as defined in Section 201 of the Regulatory Policies Act of 1978.

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to the maximum annual and hourly requirements, and the location and equipment specified in the Agreement.

CHARACTER OF SERVICE:

Interruptible.

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of customers served under firm service classifications or other system requirements.

Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

	Tax-Exempt	Taxable
Service Charge	$163.65	$174.49
Quantity Charge	*	*

*The Quantity Charge shall be the monthly Basic Gas Supply Service Charge (“BGSS-M”) plus $0.0340 per therm pre taxes. In addition, the total monthly charge will be adjusted for all applicable riders or taxes of this tariff.

SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS
(continued)

MINIMUM MONTHLY CHARGE:

Service Charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

The term of the contract will be specified in the Service Agreement, but shall not be less than one year. Successive one-year term extensions shall be provided for thereafter, unless terminated by written notice prior to 60 days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Reports

Customer is required to file with the Company all publicly available reports, related to cogeneration operation, that are filed with State and Federal agencies.

2. Metering

Service supplied under this Service Classification shall be separately metered.

3. FERC Status

Customer must certify that qualifying status has been granted by the FERC and will be required to sign a Service Agreement. Service will be restricted to maximum annual and hourly requirements, and the location and equipment specified in the agreement. Upon request by customer, Elizabethtown may deliver available volumes of gas in excess of maximum hourly requirements for limited periods. Such deliveries shall not be deemed to constitute a change in the requirements specified in the Agreement.

SERVICE CLASSIFICATION – COGENERATION SERVICE – INTERRUPTIBLE (CSI)
CLOSED TO NEW CUSTOMERS
(continued)

SPECIAL PROVISIONS: (continued)

4. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times.

5. Interruption of Service

The Company reserves the right to physically curtail the gas service to any Customer if, in the Company's sole judgment, such action is necessary to protect the operation of its system.

6. Gas Day

A "day" shall be a period of twenty-four (24) consecutive hours, beginning as near as practical to 8 a.m., or as otherwise agreed upon by Customer and Gas Company.

7. Tax Exemption

The cogeneration facility must be in compliance with N.J.S.A. 54:30A-50 in order to be exempt from applicable taxes.

UNAUTHORIZED USE:

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

TREATMENT OF REVENUES:

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, and applicable Riders, taxes and the BGSS-M component of the Quantity Charge that shall be credited to the BGSS, after removing applicable taxes, shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)

The signing of a service agreement is a condition precedent to receiving service under this classification. The Service Agreement will include the Customer's maximum daily requirements.

APPLICABLE TO USE OF SERVICE FOR:

Industrial boiler and commercial boiler use Customers having an alternate fuel capability with a daily demand of not less than 500 therms per day up to a maximum daily demand as set forth in the Service Agreement, providing the Gas Company facilities are suitable and when the Gas Company in its sole discretion deems sufficient gas supplies to be available for this service.

Gas delivered will be separately metered and shall not be used interchangeably with gas supplied under any other Service Classification.

CHARACTER OF SERVICE:

Interruptible

Gas will be available for interruptible service at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of Customers served under firm service classifications or other system requirements. Service may be discontinued or curtailed at the sole option of the Gas Company after not less than three (3) hours notice by telephone or otherwise. See also Special Provision – Alternative Fuel Requirement.

*CHARGE PER MONTH:

Service Charge	$773.03
Demand Charge per DCQ	$0.139
Quantity Charge per Therm	**

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

**The Quantity Charge shall be $0.0954 per therm plus the BGSS-M Charge of Rider "A", plus all other applicable Riders of this Tariff and any additional taxes, or similar charges that are lawfully imposed by the Company. However, it may be adjusted at the sole discretion of the Company each month, upon five (5) days notice to the Board, to a price as described below:

A price equal to the estimated market price expressed in an equivalent rate per therm for No. 2 grade fuel oil using an average BTU content of 136,000 but not less than the floor price nor greater than the ceiling price as described as follows:

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

CHARGE PER MONTH: (continued)

The floor price, as determined monthly, shall be the BGSS-M and an adjustment for applicable taxes plus applicable Riders of this tariff, plus $0.016 per therm during the period April through October or $0.032 per therm during the period November through March and any additional taxes or similar charges that are lawfully imposed by the Company.

The ceiling price shall be $0.9405 per therm plus the BGSS-M Charge of Rider "A", plus applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company. The ceiling price will be reviewed for possible adjustment if the spot price for Futures Contract Crude Oil – Light Sweet, as published in the Wall Street Journal, exceeds $130.00 per barrel.

DETERMINATION OF THE DEMAND CHARGE QUANTITY ("DCQ"):

The DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined. If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the Service Charge and the Demand Charge.

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

Not less than one (1) year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Standby Equipment and Fuel

It is the Customer's full responsibility to have standby equipment installed and maintained in operating condition and a fuel supply adequate for its operation at all times. The Customer shall provide the Gas Company with an affidavit certifying the grade and sulfur content of fuel oil that can be utilized in the facilities served under this service classification or a description of the alternate fuel used.

2. Pilot Gas

Any gas consumed for pilot lights shall be billed at the GDS rate schedule. Separate metering shall be used where practicable. Where such metering is not practical, a fixed monthly charge based upon the rated input of the pilot will be billed to the Customer.

3. Emergency Service

If an IS Customer requests gas on an emergency basis when gas service would otherwise be precluded under the terms of this service classification, the Gas Company may in its sole discretion tender gas if it determines that an emergency does exist and the Gas Company has the ability to provide the gas service. Gas consumed under the provision will be priced at a rate per therm equal to the greater of:

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

SPECIAL PROVISIONS: (continued)

3. Emergency Service (continued)

a) the incremental cost of gas, as determined by the Gas Company, during the time such service is rendered adjusted for the applicable taxes plus $0.05 per therm, or

b) the Distribution Charge of the GDS Service Classification rate plus the BGSS-M charge of Rider "A".

4. Plant Shutdown

In the event Customer is compelled to shut down operation of its manufacturing or commercial facilities because of a major disaster, major strike, or a lawful order of any court or administrative agency having jurisdiction, Gas Company, upon written request from Customer, may not apply or collect from Customer the minimum monthly charge established herein during the period Customer's plant shall remain so shut down, and, upon receipt of such request, Gas Company shall have the right to terminate the contract as of the date when such request is received or at any other time during the period of suspension of said minimum monthly charge.

5. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

6. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7 days) of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use.

SERVICE CLASSIFICATION – INTERRUPTIBLE SERVICE (IS)
(continued)

SPECIAL PROVISIONS: (continued)

7. Treatment of Revenues

Eighty (80%) percent of all revenues produced under this Service Classification, exclusive of: Service Charges, Demand Charges, applicable Riders; taxes and the floor price, which shall be credited to the BGSS, after removing applicable taxes shall be credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)

This service classification is limited to those Customers or their successors and assigns under contract on July 18, 1977.

APPLICABLE TO USE OF SERVICE FOR:

Large volume boiler or turbine fuel with connected load in excess of 35,000 therms per day. Terms of service including pressure, capital repayment, operation condition are separately set forth in individual agreements between the Gas Company and the Customers.

Contracts in effect are with:

Service to Gilbert Generating Station and to Glen Gardner Generating Station per service initially begun with Jersey Central Power & Light Company.

CHARACTER OF SERVICE:

Gas will be available at the sole option of the Gas Company when peaking supplies are not required to meet the gas demands of Customers served under firm service classifications or other system requirements.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other Customers or for other operational reasons.

RATE:

Jersey Central Power and Light Company – not to exceed $0.0819 per therm plus the BGSS-M Charge, plus the applicable Riders of this Tariff, net of Sales and Use Tax, in effect at the time of rendering service, but not less than the floor price. The floor price, as determined monthly, shall be the BGSS-M plus pre tax rates of $0.0150 per therm during the period April through October or $0.0320 per therm during the period November through March, plus applicable Riders of this Tariff, plus an adjustment for any other charges lawfully imposed by the Company.

The rate to be charged will be determined solely by the Company within the range described above.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

TERM OF CONTRACT:

One year, and for successive one (1) year terms thereafter unless terminated by written notice prior to sixty (60) days of the contract anniversary date.

SPECIAL PROVISIONS:

1. BTU Adjustment

For purposes of billing, all gas volumes delivered under this service classification shall be converted to therms by multiplying the daily volume at standard conditions of pressure (14.73 psia) and temperature (60°F) by the average daily BTU value of the gas.

2. Emergency Service

Emergency service will be provided upon request if the Gas Company in its sole judgment has the facility capability and the gas supplies to render such service. The rate charged for such service shall be equal to the greater of: a) the incremental cost of gas required by the system at the time the emergency service is rendered plus $0.05 per therm or b) 145 percent of the "projected purchased gas cost used in determining the current BGSS-M Charge for the purposes of Rider A; plus an adjustment for applicable taxes or similar charges. Excess revenues derived from this provision (exclusive of any adjustments) will be applied to the BGSS Charge as recovered gas costs.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

3. Special Purchases

Gas purchased specifically for Service to Gilbert Generating Station and to Glen Gardner Generating Station shall be sold to the Customer(s) incrementally subject to the following conditions as agreed to in writing by all parties and to be in effect for the entire transaction period as specified below:

a) Type of Service

b) Duration of Agreement

c) If the rate agreed upon is to be based upon an oil parity, the following shall be specified in the agreement:

(1) Type of oil to be used for parity purposes

(2) The source from which oil prices will be taken and the method by which the oil parity rate will be computed

(3) The appropriate adjustments to be made to the oil parity rate

(4) The frequency with which the oil parity will be recomputed

d) The rate when an oil parity rate is not used

e) Special contract provisions

The BGSS Charge of this tariff shall not apply to the services provided under this provision. Similarly, all volumes shall be excluded from the calculations associated with the clause.

4. Transportation of Customer Gas

Gas purchased by the Customer and made available for Transportation through the Company system will be delivered to Customer subject to the terms and conditions of a Service Agreement signed by all parties.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

4. Transportation of Customer Gas (continued)

The Service Agreement shall specify the following:

a) Type of Service

b) Duration of Agreement

c) Charges associated with the Service

d) Special contract provisions

5. Storage Service

a) Firm Storage

Availability of Storage Service will be announced by the Company by February 1 of each year. The Customer may subscribe for Firm Storage Service by March 1 of each year. If oversubscribed, the available level of service will be offered pro rata, based on the Customer's actual usage during the 12 months ended December 31. Firm Storage Service will be available for a contract year running May 1 through April 30.

The Storage Service will be available at a 100 day withdrawal rate or a 150 day withdrawal rate. Injections into storage may be made between May 1 and October 31 at a daily rate not to exceed 1/180 of the contracted storage capacity. Withdrawals may be made between November 1 and April 30 at a daily rate not to exceed contract amount as set forth in the Service Agreement. All storage gas must be taken out by April 30. The Company may at times relax these operating conditions if it determines such can be done without adversely affecting service to its sales Customers.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

5. Storage Service (continued)

The charges for Firm Storage Service are as follows:

Customer Accounting Charge	$69.55	per month
Injection Charge	$0.086	per Dth
Withdrawal Charge	None	

Storage Demand Charge (Monthly Charge for 12 Months)

100 day withdrawal rate	$0.152	per Dth of contracted storage capacity
150 day withdrawal rate	$0.116	per Dth of contracted storage capacity

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and total storage capacity amount. The Customer may not obtain a maximum daily delivery amount in excess of 50% of their maximum daily demand for gas and in no event greater than the maximum daily delivery amount in their Transportation Service Agreement.

b) Limited Storage Service

For the period May through October the Company may offer a limited Storage Service. The charges for such service shall be as follows:

Customer Accounting Charge	$69.55	per month
Injection Charge	$0.086	per Dth
Withdrawal Charge		None
Storage Demand Charge	$0.041	per Dth of contracted storage capacity

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

b) Limited Storage Service (continued)

The Company and Customer will enter into a Service Agreement specifying the maximum daily delivery amount and the total storage capacity amount. The Service Agreement will also describe when and how injection and withdrawals can be made. The Customer may not obtain storage capacity for more than 50% of their most recent historical gas consumption for the period of May to October, however that level of consumption may be adjusted upward if the Customer were using alternate fuel instead of gas.

6. Treatment of Revenues

All revenues produced under this Service Classification, exclusive of; Service Charges, and applicable Riders, taxes, and revenues resulting from service under Special Provisions 2, will be apportioned as follows:

a) Sales made under the Rate provision of this service classification:

All remaining revenues in excess of the floor price of gas, after removing applicable taxes, shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

b) Sales made under Special Provision 3 of this service classification:

All remaining revenues in excess of the costs associated with the special gas purchase shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

c) Services provided under Special Provision 4 of this service classification:

All remaining revenues in excess of any incremental administrative costs incurred in providing this service shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

d) Services provided under Special Provision 5 of this service classification:

All remaining revenues in excess of the Customer Accounting Charge shall be subject to revenue sharing – 80% credited to the OSMC in accordance with the Board's Order in Docket No. GO99030122, 20% retained by the Company.

SERVICE CLASSIFICATION – CONTRACT SERVICE (CS)
(continued)

SPECIAL PROVISIONS: (continued)

7. Contract Review

To the extent that any new contracts with terms in excess of three (3) years are entered into under Special Provision 3, 4 and/or 5 of this service classification or any existing contracts under Special Provision 3, 4 and/or 5 with terms in excess of three (3) years are amended, the Company is required to submit such contracts or amendments to the Staff of the Board of Public Utilities for review thirty days prior to the effective date of such contract or amendment.

8. Societal Benefits Charge

The rates set forth above will be adjusted for the Societal Benefits Charge of this Tariff, Rider "D".

9. Applicable Taxes

The charges in this Rate Schedule will include provision for the New Jersey Sales and Use Tax. When billed to Customers exempt from one or more of these taxes, such charges will be reduced by the relevant amount of such taxes included therein.

SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)

This service classification is for a limited term. The signing of a service agreement by the Customer with the Gas Company is a condition precedent to receiving service under this service classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers under service classification EGF, CSI, LVD, IS or ITS up to a maximum daily demand as set forth in their existing service agreement, or as set forth in the service agreement under this service classification, providing that Gas Company facilities are suitable and gas supplies can be secured for this service.

CHARACTER OF SERVICE:

Gas will be made available for this service only to the extent that such gas supplies can be incrementally purchased or produced.

The Gas Company reserves the right to interrupt this service upon three (3) hours notice by telephone or otherwise if in its sole discretion continuance of service would adversely impact on its ability to adequately serve other Customers or for other operational reasons.

RATE:

1. Service Charge

Upon initial request of SIS service, Customer will be charged an amount equal to the monthly service charge of the Customer's existing rate. This charge will be reassessed for subsequent initial requests made after June 30 of any year. In addition, a $50.00 daily charge will be assessed, pre-taxes, for each day SIS is utilized.

2. Quantity Charge

The rate per therm for gas used shall be set within a range computed to be (a) the incremental cost of purchasing or producing said gas plus all applicable taxes plus $0.0708 per therm pre taxes and (b) the effective IS rate.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make a payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)
(continued)

SPECIAL PROVISIONS:

1. Offering of Service

Unless otherwise agreed to in the service agreement:

a) Any Customer who does not accept gas offered under this rate schedule within the period of time allotted by the Company shall be deemed to have rejected such offer and waived all entitlements to the offered gas.

b) Customers normally served under the IS service classification will be offered gas under this service classification only when Interruptible Gas Service does not satisfy total Customer requirements. Any gas supplies available under this service classification shall be offered to qualified Customers on a prorated basis utilizing the Daily Demand Requirements as set forth in the service agreements as the criteria for proration, subject to the operating capabilities and system requirements of the Company.

2. Basic Gas Supply Service Charge

Gas purchased for sale under this service classification shall not be included as part of the gas costs recoverable through the BGSS Charge.

3. Treatment of Revenues

The revenue (exclusive of any service charges and applicable riders, taxes and other similar charges) on a per therm basis produced under this service classification that exceeds the per therm cost of the incrementally purchased or produced gas including applicable taxes and other similar charges shall be subject to the revenue sharing formula associated with the Customer's regular service classification.

4. Obligation to Take Requested Service

If the Customer requests service be rendered under this service classification and if such gas when offered is not used by the Customer, the Customer will be subject to being charged a per therm rate equivalent to the difference between the average gas costs as shown in the then current BGSS Charge and the actual gas cost for all therms unsold by the Gas Company under this service classification during the applicable BGSS Charge period. These revenues will be applied to the BGSS Charge as recovered gas costs. The gas cost and volumes would be applied to the BGSS Charge as purchased gas costs and available volumes.

SERVICE CLASSIFICATION – SUPPLEMENTAL INTERRUPTIBLE SERVICE (SIS)
(continued)

SPECIAL PROVISIONS: (continued)

5. Pricing Modification

The methodology and pricing set forth in the Rate section of this Service Classification may be modified in the service agreement, if agreed to by the Customer and the Company, in order to accommodate market conditions or special Customer requirements (including special requirements if the Customer commits to use gas for a suitable cogeneration facility).

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)

The signing of a Service Agreement and possession by the Customer of a fully executed contract to purchase gas from a third party are conditions precedent to receiving service under this Service Classification.

APPLICABLE TO USE OF SERVICE FOR:

Customers eligible for service under Service Classifications LVD, IS, or CSI and having clear title to gas that is made available for ITS on the Company's distribution system, except that such Customers need not comply with the alternate fuel requirement of those Service Classifications to receive service hereunder. However, the Customer must comply with the Alternate Fuel Requirement under this Service Classification.

CHARACTER OF SERVICE:

Interruptible Transportation Service will be available when system capacity is not required to meet the demands of Customers served under all other Service Classifications or other system requirements, including, but not limited to, conditions that may be imposed on the Company by its suppliers. The availability of this service, and all determinations and interpretations hereunder, shall be at the sole judgment of the Company. Service may be discontinued or curtailed at the sole option of the Company after not less than three (3) hours notice by telephone or otherwise.

*CHARGE PER MONTH:

	Tax-Exempt	Taxable
Service Charge	$725.00	$773.03
Demand Charge per DCQ	$0.569	$0.607
Distribution Charge per Therm	**	**

*The charges set forth above include sales and use tax, unless noted tax exempt, and will be adjusted for all other applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

**The ceiling for the Distribution Charge shall be $0.1284 per therm or $0.1204 per therm, for tax-exempt Customers, but may be reduced, upon five (5) days notice to the Board to a floor of $0.0262 per therm or $0.0246 for tax exempt Customers, if the Company determines that, without a rate reduction, competitive pressures may result in the loss of load or the Customer. Rates for Customers without alternate fuel capability will be set monthly without reference to a ceiling or floor price. The above rates will be further adjusted to include all other charges set forth in the applicable Riders of this Tariff and any additional taxes or similar charges that are lawfully imposed by the Company.

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

DETERMINATION OF THE DEMAND CHARGE QUANTITY (DCQ):

DCQ will be determined by the Customer's maximum daily requirements in terms of therms per day and included in the Service Agreement.

The DCQ level shall be the highest actual daily metered consumption registered from an approved automatic meter reading device at Customer's premises within a period of not less than two years, but up to three years immediately preceding the Customer obtaining service or renewing a Service Agreement under this Service Classification if such information is available. Otherwise DCQ shall be set equal to the product of (1) the highest winter monthly consumption for the most recent winter (October through April), normalized for weather, divided by the applicable number of days in the respective billing month, and (2) 1.36, provided that DCQ shall not be less than the highest non-winter month consumption divided by the applicable number of days in the respective billing month. For process loads, the Company may base the DCQ on historical consumption. If historical consumption information is not available, then (a) the initial DCQ level shall be based upon the Customer's gas utilization equipment expressed in consumption per day, and (b) after twelve (12) months of actual consumption has been metered, the DCQ level shall be redetermined.

If the Customer's maximum daily usage exceeds the DCQ as stated in the Service Agreement more than three (3) times in twelve (12) months, the Company may increase the DCQ in the Service Agreement to the highest level experienced during the previous 12 months.

MINIMUM MONTHLY CHARGE:

The sum of the service charge and the demand charge.

TERM OF PAYMENT:

All bills are due upon presentation. Should the Customer fail to make payment in full, the Company may, within the time period specified in and in accordance with Section 7.10 of the Standard Terms and Conditions of this Tariff, assess late payment charges.

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

TERM OF CONTRACT:

The term of the contract will be as specified in the individual Service Agreement; however, the term shall not be less than one year. The term of the contract will automatically renew unless the Customer notifies the Company in writing sixty (60) days prior to contract termination. In the event that a Customer ceases operations completely or moves its operations to a location where the Company does not provide service, Customer shall not be liable for further charges under the Service Agreement upon notification to the Company in writing.

STANDARD TERMS AND CONDITIONS:

This Service Classification is subject to the Standard Terms and Conditions of this Tariff.

SPECIAL PROVISIONS:

1. Gas Commingling

Service under this classification is provided by the Company within its service territory for the Customer. The gas transported under this Service Classification is not the property of the Company. However, the Company reserves the right to commingle such gas with other supplies. Moreover, the Company reserves the right to utilize Customer's gas, when necessary, in accordance with the applicable provisions of this Tariff.

2. Transportation to Gas Company Facilities

The Company is not responsible for making arrangements for transportation service Customers for transporting the gas from its source to the Company's interconnection with the delivering pipeline supplier.

3. Nominations for Service

The Customer's TPS shall nominate on behalf of its Customers the total monthly requirements for that billing month.

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

4. Utilizing a Third Party Supplier

Customers utilizing brokers, marketers or other third party suppliers (collectively Third Party Suppliers, "TPS") either as agents or as suppliers of gas into the Company's system, must notify the Company in a manner acceptable to the Company of the TPS that will be used in any particular month. Customer agrees that as between the Company and Customer, the Company shall be entitled to rely upon information concerning deliveries of natural gas on behalf of Customer provided by TPS. Any Customer or TPS that wishes to deliver gas into the Company's system prior to commencing deliveries must be a qualified TPS under the Company's TPS service classification.

5. Imbalance Charges

To the extent that a TPS ceases operations or under delivers gas, Customers shall be ultimately responsible for payment of any charges not paid for by their TPS, including but not limited to daily and or monthly imbalance charges for gas supplies consumed by Customer but not delivered by TPS. In the event a TPS fails to pay these charges the Customers shall be billed directly by the Company for their direct portion, if by their non-compliance to Company directives to cease gas use, and/or a pro-rata share by applying the Allocation of Supply terms of the TPS Service Classification, except that essential service gas Customers will first be credited with standby gas purchased by the TPS on their behalf.

6. Automatic Meter Reading (AMR) Equipment for Customers

In order to utilize this service, AMR equipment is required. Customer shall pay for all costs to install AMR equipment including power, communications and other equipment as specified by the Company and provide access for such equipment. The cost of any Company equipment may be paid by Customer over a one (1) year, or some lesser, period by means of a monthly surcharge designed to recover the cost of the equipment plus interest equal to the Company's overall rate of return as authorized from time to time by the New Jersey Board of Public Utilities. Payments made by the Customer shall not give the Customers ownership of the equipment which shall remain the sole property of the Company.

7. Unauthorized Use

This Service Classification is subject to Unauthorized Gas Use Section of the Standard Terms and Conditions.

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

8. Treatment of Revenues

Revenues under this Service Classification, exclusive of applicable taxes shall be accounted for as follows: All service charge revenues derived from IS, CSI and LVD Customers shall be retained by the Company.

All demand charge revenues derived from LVD Customers shall be retained by the Company. The first $0.080 per therm of all demand charge revenues from IS Customers shall be retained by the Company. All remaining demand revenues derived from IS Customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company. All demand revenues derived from CSI Customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

All distribution charge revenues from LVD Customers shall be retained by the Company. All remaining distribution charge revenues from IS and CSI Customers shall be credited 80% to the OSMC in accordance with the Board's Order in Docket No. GO99030122 and 20% to the Company.

Revenues derived from the application of Riders shall be accounted for in accordance with the respective Riders. Revenues derived from the payment of imbalance charges, imbalance cash outs, or unauthorized use charges shall be credited to the BGSS Charge.

9. Gas Supply Obligation

In the event that Customer's TPS fails to deliver, the Company may, in its sole discretion, provide replacement gas supplies. The Company shall have no obligation to provide natural gas supplies to Customers that contract for TPS Service.

10. Limitations on the Availability of TPS Transportation Service

TPS Service is not available to Customers who are defined as "Essential Gas Users" under the curtailment provision as set forth in Section 16 of the Standard Terms and Conditions of this Tariff unless such Customers' TPS, in an amount sufficient to meet such Customers' DCQ, demonstrates that it possesses Comparable Capacity as defined in the TPS Service Classification. In addition, the TPS can serve such ITS Customers if they can demonstrate to the Company's satisfaction that they possess sufficient alternate fuel capability to meet their energy requirements for a period not less than fourteen (14) consecutive days.

SERVICE CLASSIFICATION – INTERRUPTIBLE TRANSPORTATION SERVICE (ITS)
(continued)

SPECIAL PROVISIONS: (continued)

11. Indemnification

As between Company and Customer, Customer warrants that it has clear title to any gas supplies delivered into the Company's system for redelivery to Customer and Customer shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. Customer agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries of gas on behalf of transporting Customer.

12. Availability of IS, LVD or CSI Service

ITS Customers who wish to do so may be made eligible to purchase sales service under the IS, LVD or CSI Service Classification also by designating the appropriate sales Service Classification in their ITS Service Agreements. Customer must meet the eligibility criteria applied to the designated sales Service Classification in order to obtain sales service. Customers may not designate more than one sales Service Classification. Customers that elect to purchase IS, LVD or CSI service may nominate sales or transportation service, but not both sales and transportation service, in any month. Customers who elect sales service under this provision shall remain subject to the Service and Demand Charges and the terms and conditions of this transportation Service Classification and in addition shall be liable for the Distribution and Rider Charges of the elected sales service.

13. Alternative Fuel Requirement

As of November 1 of each year, interruptible Customers using No. 2 fuel oil, No. 4 fuel, jet fuel or kerosene are required to have seven (7 days) of alternative fuel either on hand or, if a Customer's on-site storage capacity is less than seven (7) days, then full storage capacity plus additional firm contractual supply arrangements to equal seven (7) days. On or before November 1st, Customers shall submit an "Alternative Fuel Certification" indicating they have met the above requirements and the alternative fuel used or will agree to suspend operations during an interruption. Customers who fail to discontinue natural gas use, consistent with the terms and conditions of the relevant interruptible tariff, shall be assessed a charge based on Unauthorized Use. Also see, Special Provision, Limitation of the Availability of TPS Transportation Service.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE

The provisions of this Service Classification shall apply to brokers, marketers, customers intending to act as their own gas supplier, and other third party suppliers (collectively "Third Party Suppliers") of natural gas who wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company's City Gate for Transportation Customers. Third Party Suppliers wishing to sell and/or deliver gas on the Company's system will be required to sign a Service Agreement in which they will agree to be bound by the terms and conditions of this Service Classification as well as other applicable terms and conditions of the Company's Tariff. By entering into a Service Agreement, TPS certifies that it is in compliance with all current applicable provisions of law, including N.J.S.A. 48:3-7.3. and will take steps to remain in compliance with all future applicable provisions and all other requirements mandated by the Board.

TERM OF CONTRACT:

The term of the contract shall be one (1) year and from month to month thereafter unless terminated on thirty (30) days written notice.

CREDITWORTHINESS:

Company shall not be required to permit any TPS who fails to meet Company's standards for creditworthiness to sell or deliver gas on its system. Company may require that TPS provide the following information:

a) Current audited financial statements (to include a balance sheet, income statement and statement of cash flow), annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate affiliates, parent companies and subsidiaries and any reports from credit agencies which are available. If audited financial statements are not available, then TPS also should provide an attestation by its chief financial officer that the information shown in the unaudited statements submitted is true, correct and a fair representation of Buyer's financial condition.

b) A bank reference and at least three trade references.

c) A written attestation that TPS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditor's committee agreement. An exception can be made for a TPS who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that any charges from the Company will be paid promptly as a cost of administration.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

CREDITWORTHINESS: (continued)

d) A written attestation that TPS is not subject to the uncertainty of pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or a condition of insolvency.

e) A written attestation from TPS that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

If TPS has an ongoing business relationship with Company, no uncontested delinquent balances should be outstanding for natural gas sales, storage, transportation services or imbalances previously billed by Company, and TPS must have paid its account during the past according to the established terms, and not made deductions or withheld payment for claims not authorized by contract.

TPS shall furnish Company at least annually, and at such other time as is requested by Company, updated credit information for the purpose of enabling Company to perform an updated credit appraisal. In addition, Company reserves the right to request such information at any time if Company is not reasonably satisfied with TPS's creditworthiness or ability to pay based on information available to Company at that time.

Company shall not be required to permit and shall have the right to suspend permission to sell or deliver gas on its system to any TPS who is or has become insolvent, fails to demonstrate creditworthiness, fails to timely provide information to Company as requested, or fails to demonstrate ongoing creditworthiness as a result of credit information obtained; provided, however, TPS may continue to sell/deliver gas on the Company's system if Third Party Supplier elects one of the following options:

(i) Payment in advance for up to three (3) months of TPS's obligations to Company.

(ii) A standby irrevocable letter of credit in form and substance satisfactory to Company in a face amount up to three (3) months of Third Party Supplier's obligations to Company. The letter of credit must be drawn upon a bank acceptable to Company.

(iii) A guaranty in form and substance satisfactory to Company, executed by a person that Company deems creditworthy, of TPS's performance of its obligations to Company.

(iv) Such other form of security as TPS may agree to provide and as may be acceptable to Company.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

CREDITWORTHINESS: (continued)

In the event Third Party Supplier fails to immediately prepay the required three (3) months of revenue or furnish security, Company may, without waiving any rights or remedies it may have, and subject to any necessary authorizations, suspend Third Party Supplier until security is received.

The insolvency of a TPS shall be evidenced by the filing by TPS, or any parent entity thereof, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Third Party Supplier, or any parent entity thereof, bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of the TPS, or any parent entity thereof, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator, (or similar official) of the TPS or any parent entity thereof or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs.

NOMINATIONS FOR SERVICE:

A Third Party Supplier shall provide to the Company in writing, or by other means as determined by the Company, at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the nominations of all Customers that are required to submit nominations to Company and to whom the Third Party Supplier will be delivering during the month plus the ADDQ that the TPS is obligated to deliver to the Company's system. Failure to provide nominations may result in suspension of service to Customers of offending Third Party Suppliers.

Company will notify Third Party Supplier of its ADDQ obligation for each day of the next succeeding month in writing to be delivered by facsimile or by other means as determined by the Company no later than the fifteenth (15^{th}) day of the month immediately preceding the month in which Third Party Supplier will be obligated to deliver the ADDQ. If Third Party Supplier does not agree with Company's determination of Third Party Supplier's ADDQ, it must notify Company in writing to be delivered by facsimile no later than 5:00 p.m. Eastern Standard Time on the seventeenth (17^{th}) of the month immediately preceding the gas flow month. Company and Third Party Supplier will reconcile any differences no later than 5:00 p.m. Eastern Standard Time on the twentieth (20^{th}) of the month.

In addition, TPS must identify interstate pipeline, shipper names and interstate pipeline shipper contract number(s) on which deliveries will be made at least twenty-four (24) hours prior to the flow of gas. Failure to comply with the Company's nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs. The Company reserves the right to specify which pipeline a TPS will deliver gas as a percentage of the TPS total monthly deliveries.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DETERMINATION OF AVERAGE DAILY DELIVERY QUANTITY ("ADDQ"):

The individual ADDQ for all RDS, SGS, GDS Customers with a DCQ under 500 therms, and NGV Customers shall be calculated as follows:

1. Unadjusted ADDQ – Customer's weather normalized usage for each of the most recent billing periods, covering an annual period, prorated to calendar months, divided by the total number of days in each billing month. This quotient will be the Customer's Initial ADDQ. For new Customers, Customer's Initial ADDQ will be estimated by Company.

2. ADDQ Adjustment – At the end of each billing period, Company will calculate the difference between Customer's actual usage and actual deliveries for the billing period, taking into account any adjustments from prior months, and will adjust the Initial ADDQ for the next succeeding month by that difference divided by the total number of days in the month.

3. Adjusted ADDQ – The sum of items 1 and 2 will be adjusted by 1.5% for Company use and unaccounted for gas to determine the individual customers Adjusted ADDQ.

Company may adjust Customer's individual ADDQ at any time due to changes in Customer's gas equipment or pattern of usage.

The TPS's ADDQ shall be the total of the individual Adjusted ADDQs of all customers it serves that require an ADDQ delivery.

PIPELINE IMBALANCES:

Company and TPS recognize that Company may be subjected to imbalance charges from its interstate pipeline suppliers as a result of TPS's failure to deliver confirmed quantities of gas. Company and TPS shall use their best efforts to avoid such imbalance penalties. However, in the event that Company is assessed penalties as a result of TPS's actions or omissions, TPS shall reimburse Company for such penalties as may be attributable to TPS's actions or omissions.

INDEMNIFICATION:

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting customer.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

ALLOCATION OF SUPPLIES:

If a TPS is delivering gas to Customers under more than one Service Classification, such as RDS, GDS, LVD and/or ITS, and does not provide the supply allocations, then gas received by the Company in that month from the Third Party Supplier shall be allocated as follows:

1. First, to the ADDQ of RDS customers
2. Second, to the ADDQ of SGS, GDS and NGV customers
3. Third, to the GDS customers not subject to ADDQ and LVD customers
4. Last, to ITS and special contract customers

However, a TPS may specify individual supply allocations for its GDS customers not subject to the ADDQ, LVD, ITS and special contract Customers no later than one (1) business day following the date the TPS receives final month end measurement data for these customers from the Company.

DAILY AND MONTHLY CONTRACT BALANCING:

All balancing charges shall be charged to the TPS and are in addition to any other charges under this Service Classification. The Distribution Charge in the Charge Per Month of the Customers Service Classification is based upon actual consumption not Third Party Supplier deliveries.

a) Daily Imbalance Charge:

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Service Classifications under which Customers of the TPS are served.

During the months of November through April, the TPS will be required to balance daily deliveries and daily takes of transported gas by the customers it serves on any day when the average temperature at Newark Airport is forecast to be 27°F or less. However, the Company reserves the right to waive this requirement. The Company reserves the right during the months of November through April to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed daily.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DAILY AND MONTHLY CONTRACT BALANCING: (continued)

a) Daily Imbalance Charge (continued):

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

	Imbalance *	Charge **
	0% to 5%	$0.00 per therm
	5% to 10%	$0.11 per therm for imbalances in excess of 5%
Underdeliveries	> 10%	$0.53 per therm for imbalances in excess of 10%
Overdeliveries	> 10%	$0.11 per therm for imbalances in excess of 10%

* The Company reserves the right to limit daily imbalances to plus or minus 5% of the actual quantity received. If the Company limits daily imbalances to plus or minus 5%, all underdeliveries in excess of 5% shall be considered Unauthorized Use and shall be subject to the Unauthorized Use charges specified in the Unauthorized Gas Use Section of this tariff.

**The Company may suspend overdelivery charges if it determines such overdeliveries would be beneficial to the systems operation.

All TPSs will automatically be placed in a non-discriminatory daily balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS customers participating in the pool for the purpose of determining whether imbalance charges will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a daily balancing pool. TPSs trading imbalances will nonetheless have to set their own prices or methods by which over or under balances will be traded among individual TPSs.

b) Monthly Imbalance Cash-Out Charge:

At the conclusion of every month, the Company will cash out imbalances between TPS's deliveries and their Customers consumption made up of actual and or estimated volumes as follows:

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

DAILY AND MONTHLY CONTRACT BALANCING: (continued)

b) Monthly Imbalance Cash-Out Charge: (continued)

Imbalance	Overdeliveries	Underdeliveries
0% to 5%	The Company's WACOG, defined as, the weighted average commodity cost of gas exclusive of peaking supplies as estimated by the Company for the month.	The monthly floor price for Interruptible Service tariff, less any Company margin embedded in the floor price.
>5% to 10%	90% of the Company's lowest cost supply for the month.	Higher of the: 1) The rate for the 0%-5% imbalance plus $0.02 per therm -or- 2) The average of the month's four weekly prices published in Natural Gas Week for "Major Market Prices – New York City Gate" plus $0.02 per therm.
>10%	75% of the Company's lowest cost supply for the month.	Higher of the: 1) The rate for the 0%-5% imbalance plus $0.02 per therm times 125% -or- 2) The month's highest weekly price published in Natural Gas Week for "Major Market Prices – New York City Gate" plus $0.02 per therm.

The offering of gas service above the 5% allowed imbalance for the month is at the sole discretion of the Company. If it determines that it cannot continue to provide such service or that it must limit such service, it will notify TPSs served under this Service Classification. The use of service above the level allowed by the Company after notification shall constitute Unauthorized Use and shall be subject to the Unauthorized Use charges specified in Unauthorized Gas Use Section of this tariff.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

ADJUSTMENT FOR COMPANY USE AND UNACCOUNTED FOR GAS:

A 1.5% adjustment for Company use and unaccounted for gas shall be made to the quantity of gas received from the TPS to serve its Customers.

STANDBY BALANCING SERVICE:

A TPS cannot contract for a greater level of Standby than its Essential Gas User Customers ("EGU") peak ADDQ month or Demand Charge Quantity ("DCQ") as applicable for their RDS, GDS or LVD Customers. A TPS who does not use Comparable Capacity for their EGU natural gas requirements, must contract for Standby Service to serve these customers to assure continued gas service when their own gas supply is interrupted or underdelivered for any reason. This service is available for a minimum term of three (3) years and is payable even if EGU Customers are no longer served by the TPS per the Customers last DCQ. The charge for this service will consist of a demand charge of $0.537 per therm of DCQ to be paid each month of the year whether or not Standby Service is used, and a commodity charge equal to: in the months October through April the greater of the Company's monthly weighted average cost of gas plus $0.03 per therm, or the average of the month's four weekly prices published in Natural Gas Week for "Major Market Prices – New York City Gate," and in the months May through September the lesser of the Company's monthly weighted average cost of gas, or the average of the month's four weekly prices published in Natural Gas Week for "Major Market Prices – New York City Gate" plus $0.02 per therm, as applied to any gas service rendered. All standby service charges shall be in addition to the rates otherwise charged under this Service Classification.

All standby revenues, exclusive of taxes and other similar charges and the three $0.03 per therm commodity surcharge in the months of October through April, shall be credited to the BGSS.

DELIVERED QUANTITIES:

Quantities billed to the end-use Customers shall be considered actual quantities delivered, whether based on actual or estimated meter readings.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

SPECIAL PROVISIONS:

In addition to the preceding terms and conditions of this Service Classification, the following terms and conditions shall apply to all TPSs providing service to Customers receiving service from Company under Service Classifications RDS, GDS, LVD and ITS. If, and to the extent that, any portion of the following is in conflict with previous terms of this Service Classification, the terms that follow shall govern.

1.
Enrollment of RDS, SGS, GDS and NGV Customers

TPS must enroll RDS, SGS, GDS and NGV Customers in accordance with the Company electronic enrollment procedures. Customer consent is assumed if the TPS provides the Company with the Customer's account number and service address and any other information that may be required by the Company, RDS customers will receive a confirmation notice from the Company noting their choice of supplier and that the RDS customer will have seven (7) calendar days from the date of the confirmation notice to contact the Company and rescind its selection, after which, if not rescinded, the RDS customer's TPS enrollment shall be accepted by the Company. TPS supply service will commence for all enrollments received by the 10th of a month, inclusive of those RDS customers that are not rescinded, on the customer's next month's cycle meter reading date. TPS shall indemnify and hold Company harmless from any costs incurred by Company as a result of TPS's erroneous or improper enrollment of Customers.

The Company must comply with all Customer instructions verbal or written to rescind or change service with a TPS. TPS must initiate all transactions required by the Company to rescind service on the day such instructions are received by the TPS from the Company or Customer. A Customer returning to sales service will be effective on the Customer's first billing cycle meter read date following the date on which the Company has changed the TPS's ADDQ requirement. A Customer will be switched to another TPS effective on the cycle read date following the reassignment of the Customer's ADDQ for gas nominations.

2. Requirements for RDS and Essential Gas Use Customers

Any TPS seeking to serve such Customers must demonstrate that it possesses Comparable Capacity or Standby in a quantity sufficient to serve Customers' Unadjusted ADDQ or DCQ requirements during the months of November through March.

"Comparable Capacity" is a firm non-recallable service at Elizabethtown's city gate(s). The Company reserves the right to limit the service to 70% on Transcontinental Gas Pipe Line Corporation's ("Transco") system and the remaining 30% on Texas Eastern Transmission Corporation's ("Tetco") system.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

SPECIAL PROVISIONS: (continued)

2. Requirements for RDS and Essential Gas Use Customers (continued)

In order to demonstrate Comparable Capacity, TPS shall be required to provide, at the time the Customer is enrolled, an affidavit signed by an officer stating that Comparable Capacity is being provided for the November through March period. This affidavit must be refiled annually. The Company reserves the right to request TPS to submit copies of its Comparable Capacity contracts supporting its affidavits in the event that a TPS fails to deliver.

3. Capacity Assignment

TPS serving RDS Customers may, if they choose, accept an assignment of base load, long haul interstate pipeline capacity from Company in a quantity equal to the amount of base load, long haul capacity used by the Company to serve the Customer's anticipated design day demand. 70% of such capacity will consist of capacity on Transcontinental Gas Pipe Line Corporation and 30% of such capacity will consist of capacity on Texas Eastern Transmission Corporation. Such capacity will be assigned for a one year term on a basis prorated to the underlying contracts at the same maximum rates paid by the Company. Such capacity will be immediately recallable in the event that TPS fails to deliver the RDS Customer's ADDQ or no longer serves such RDS Customers. A TPS wishing to accept assignment of Company's interstate pipeline capacity must notify Company at the time that Customer is enrolled in RDS service.

To the extent that TPS wishes to take assignment of interstate pipeline capacity in addition to its RDS Customer's portion of base load, long haul capacity, it shall notify the Company in writing. To the extent that the Company, in its sole discretion, determines that it has additional capacity available for release, it shall notify any TPSs that have advised the Company that they wish to take assignment of such capacity prior to making such capacity available to third parties. Company reserves the right to release any interstate pipeline capacity to the highest bidder or on a non-discriminatory basis. The Company shall be permitted to retain 15% of all revenues derived from the release of pipeline capacity, with all remaining revenue to be credited to the BGSS Charge.

To the extent that Company releases capacity to TPS, TPS is responsible for utilizing the assigned capacity consistent with the terms and conditions of the interstate pipelines' tariffs. TPS is responsible for payment of all upstream pipeline charges associated with the assigned firm transportation capacity, including but not limited to demand and commodity charges, shrinkage, GRI charges, cash outs, transition cost, pipeline overrun charges, penalties assessed to Company, actual cost adjustments and all other applicable charges. These charges will be billed directly to the TPS by Transco and Tetco.

SERVICE CLASSIFICATION – THIRD PARTY SUPPLIERS (TPS) SERVICE
(continued)

SPECIAL PROVISIONS: (continued)

3. Capacity Assignment (continued)

Capacity assignments will be effective for a one year period beginning on each annual period. Company reserves the right to recall capacity in the event and to the extent that TPS fails to deliver the sufficient volume to serve its customers on any day or days. Increases in assigned capacity will only be entertained by Company to become effective for annual periods.

If, and to the extent that, the TPS fails to deliver the required volume, and such failure is not excused as a result of a pipeline force majeure event that prevents the TPS from delivering the required volume, the TPS will be assessed an Unauthorized Use charge as specified in Section I, Item 18 for each therm that the TPS has failed to deliver and be subject to a recall of the interstate pipeline capacity that has been released by Company.

Assigned capacity may be reassigned by the TPS subject to recall by Company. The original TPS shall remain subject to all operational orders and recall provisions invoked or exercised by Company. If the TPS fails to pay any interstate pipeline for capacity released or assigned by Company, and Company is required to pay the pipeline for such capacity, TPS shall be liable to Company for any amounts Company is required to pay interstate pipeline for such capacity, as well as incidental and consequential damages and the costs of any reasonable collection efforts. Failure to pay Company within twenty (20) days of billing may result in suspension of service.

4. RDS Load Balancing Charge

A Load Balancing Charge of $0.0552 per therm, which includes sales tax, shall be billed to the TPS for all metered quantities for RDS customers it serves. Amounts due from TPS shall be paid in full within 20 days of the billing date. Any disputed amounts will be resolved by the TPS and Company and adjustments if any will be reflected on future billings. Failure to pay this charge in full within the time specified above will result in all RDS Customers of the TPS being returned to BGSS supply service.

5. Treatment of Revenues

All revenues produced under this Service Classification derived from penalties, imbalances and Load Balancing charges shall be credited to the BGSS.

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")

This Rider sets forth the method of determining the BGSS which shall be calculated to four (4) decimal places on a per therm basis established in accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003. The BGSS charge is either BGSS-Monthly ("BGSS-M") or BGSS-Periodic ("BGSS-P") and will be applied to a Customer's Service Classification as follows:

1. The BGSS-M shall be applicable to all GDS, NGV, LVD, and EGF customers receiving gas supply from the Company effective on the first of each month as determined below.

2. The BGSS-P shall be applicable to all RDS, SGS, and GLS customers receiving gas supply from the Company.

The BGSS Charge, as defined herein, is designed to recover the cost to the Company of purchased gas or fuel used as a substitute for or supplemental to purchased gas including the cost of storing or transporting said gases or fuel, the cost of financial instruments employed to stabilize gas costs, other charges or credits as may result from the operation of other tariff provisions, and taxes and other similar charges in connection with the purchase and sale of gas.

BGSS per therm rates:

Effective Date	BGSS-M per therm	BGSS-P per therm
September 1, 2025	$0.5216	$0.5340
October 1, 2025	$0.5181	$0.5340
November 1, 2025	$0.5768	$0.5340
December 1, 2025	$0.6906	$0.6132
January 1, 2026	$0.7192	$0.6132
February 1, 2026	$1.0202	$0.6962
March 1, 2026	$0.5327	$0.6962
April 1, 2026	$0.5463	$0.6962
May 1, 2026	$0.4881	$0.6962
June 1, 2026	$0.5404	$0.6962
July 1, 2026	$0.5611	$0.6962
August 1, 2026	$0.5061	$0.6962
September 1, 2026	$0.5260	$0.6962

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("'BGSS")
(continued)

I. The BGSS-P Commodity Charge shall be determined as follows:

The BGSS-P Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax Factor ("TF") as follows:

BGSS-P = (GCC-P + CCC-P + PPA-P) X (TF)

Where:

GCC-P rate per therm shall be sum of the weighted average price, including any applicable transaction costs, based on the projected monthly quantities to be utilized in the remaining period of the BGSS Year ("Period"), of the following categories of gas:

a) Flowing gas, which will be equal to the arithmetic average of (i) the weighted-average, based on monthly sales, of the remaining New York Mercantile Exchange ("NYMEX") monthly prices for the Period as recorded on the close of trading for the forward contract month and (ii) the weighted average of the estimated Inside FERC prices for the respective locations where the Company purchases its gas for the remainder of the Period, as adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;

b) Any gas supplies for the remainder of the Period whose price was previously set by hedges or other financial instruments, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points;

c) The supplies of gas projected to be withdrawn from storage for the remainder of the Period, adjusted for the variable cost of transportation and fuel to the Company's city gate delivery points.

CCC-P shall be established each year in the Company's annual BGSS-P filing and shall consist of the Company's total estimated annual fixed pipeline costs, fixed supplier costs, and fixed storage costs, divided by the Company's projected annual BGSS firm gas sales.

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

PPA-P shall be the Company's actual cumulative (over) or under recovery of gas costs associated with the operation of the BGSS divided by the projected BGSS-P firm gas sales for the remainder of the Period. In the initial transition to the BGSS-P, the per therm rate derived from the Company's estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the Company's projected BGSS firm sales for the period ending May 31, 2004, shall be the PPA-P. The over under recovery of gas costs shall be the cost of gas, as previously defined, less:

1. Supplier or Pipeline refunds;
2. Gas cost recoveries from the implementation of the BGSS-P;
3. Gas cost recoveries from the implementation of the BGSS-M;
4. Other gas cost recoveries or credits to the BGSS derived from sales or services as set forth in the applicable service classifications of the tariff;
5. Interest on the cumulative (over) under recovery of cost from the preceding BGSS Year ending September 30 but only when the interest is a credit. Interest being calculated on the cumulative (over) under recovery for each month of the prior period on the average of the beginning and ending monthly balance at a rate equivalent to the Company's allowed overall rate of return.

TF shall be the factors to adjust the calculated rate for appropriate taxes and other similar charges.

The BGSS-P shall be in effect until changed by succeeding BGSS-P rate filings.

The Company shall have the discretion to implement up to two (2) self-implementing BGSS-P rate changes, one to be implemented December 1 and the other to be implemented February 1 upon written notice to the Staff of the Board of Public Utilities and the Division of Rate Counsel of the approximate amount of that increase based on current market conditions by the first of the month preceding the self-implementation dates, November 1 and January 1 respectively. Each requested rate change shall not be for an increase of greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill. The notice shall contain the information necessary to derive the components of the BGSS-P as set forth above. The Public Notice for the annual filing shall include the specific rate change sought to be implemented on October 1, a paragraph indicating that the rate is subject to self-implementing rate changes on December 1 and February 1 subject to the aforementioned 5% cap and an estimate of the impact.

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

from the two (2) possible five percent (5%) increases on a 100 therm residential bill. Upon establishing the initial BGSS-P, one self-implementing rate change to the BGSS-P for an increase not greater than five percent (5%) of the average rate based on a typical 100 therm per month residential total bill shall be permitted effective March 1, 2003 upon written notice made to the BPU and RC by February 1, 2003.

In accordance with the Board Order in Docket No. GX01050304 dated January 6, 2003 the Company shall have the discretion to return any over recovered balances to customers through a current bill credit or BGSS-P rate reduction upon five (5) days notice to the BPU and RC.

II. The BGSS-M Commodity Charge shall be determined as follows:

The BGSS-M Commodity Charge shall consist of a Gas Cost Component ("GCC"), a Capacity Cost Component ("CCC"), a Prior Period Adjustment ("PPA") and a Tax Factor ("TF") as follows:

BGSS-M = (GCC-M + CCC-M + PPA-M) X (TF)

Where:

GCC-M rate per therm shall be the arithmetic average of (i) the NYMEX Henry Hub gas contracts closing price for the last trading day prior to each respective month and (ii) the weighted-average of the estimated Inside FERC prices for the respective locations where purchases of gas for the ensuing month are projected to be made, as adjusted for the variable cost of fuel and transportation to the city gate delivery points of the Company.

CCC-M shall be the same as the CCC-P rate per therm as established each year in the Company's annual BGSS-P filing.

PPA-M rate per therm in the initial transition to the BGSS-M shall be the estimated BGSS under or (over) recovery balance at May 31, 2003 with applicable interest thereon divided by the projected BGSS firm sales for the period ending May 31, 2004. This rate shall continue in effect on a monthly basis until the deferred balance, which initially shall be set equal to the PPA-M times the projected BGSS–M firm sales for the period ending May 31, 2004, becomes positive as an over recovery at which time the PPA-M shall cease to be a component of the BGSS-M starting in the subsequent month, and any over recovery in the deferred balance shall be credited to the BGSS-P.

TF shall be the factors to adjust the calculated rate for appropriate taxes and other similar charges.

RIDER "A"

BASIC GAS SUPPLY SERVICE CHARGE ("BGSS")
(continued)

The BGSS-M will be filed two (2) business days after the monthly close of the NYMEX Henry Hub gas contracts and shall be in effect for the entirety of the subsequent month and thereafter until changed by succeeding BGSS-M rate filings. The BGSS-M price shall be posted on the Company's WEB site within two (2) to four (4) days of the rate being filed with the BPU.

The Company shall make an annual BGSS filing on or before June 1 of each year. The filing shall provide for a review of the actual costs and recoveries for the previous period ending April 30 and projections of costs and recoveries through September 30. The filing shall also propose a new BGSS-P rate to be implemented on October 1. The proposed BGSS-P rate shall be based upon the projected cost of purchased gas and storage utilization to serve projected demand for gas service for the period October 1 through September 30 and an adjustment to recover or credit prior period under or over recovered gas costs as projected to exist on the preceding September 30. The Company shall provide the basis for its projected costs and the NYMEX projection of monthly gas prices for the projected period. In its annual filing the Company shall calculate the CCC-P component, as defined above, of the BGSS-P rate. Adjustments, if any, resulting from the Board's review of this filing shall be made following a Board Order.

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")

Suspended October 1, 2021

For the duration of the Conservation Incentive Program, Rider "G":

Section I below shall only be utilized to calculate the value of the weather-related changes in customer usage in the Conservation Incentive Program. The deadband degree days shall not be included in this calculation. For all other purposes, Sections I through III below shall be suspended as of October 1, 2021.

Applicable to all customers in service classifications RDS, SGS and GDS.

October 1 through May 31 of any year	$0.0000 per therm
June 1 through September 30 of any year	$0.0000 per therm

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein. In the winter months, October through May, a weather normalization charge shall be applied to the rate quoted in this Tariff under the service classifications shown above, except as may be otherwise provided for in the individual service classification. The weather normalization charge applied in each winter period shall be based on the differences between actual and normal weather during the preceding winter period.

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE:

The weather normalization charge shall be determined as follows:

I. Definition of Terms as Used Herein

1. Degree Days (DD) - the difference between 65°F and the twenty-four point average temperature for the day, as determined from the records of the National Oceanic and Atmospheric Administration (NOAA) at its weather observation station located at Newark International Airport, when such average falls below 65°F. A day is defined as a period corresponding with the Company's gas sendout day of 10 am to 10 am.

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

2. Actual Calendar Month Degree Days - the accumulation of the actual Degree Days for each day of a calendar month.

3. Normal Calendar Month Degree Days - the level of calendar month degree days to which test year sales volumes were normalized in the base rate proceeding that established the current base rates for the service classifications to which this clause applies. The normal calendar month Degree Days used in this clause may be updated in base rate cases. The normal degree days for the defined winter months are as follows:

Month	Normal Degree Days	Leap Year Normal Degree Days
October	201	201
November	514	514
December	810	810
January	1,005	1,005
February	842	872
March	683	683
April	342	342
May	43	43
Total	4,440	4,470

4. Winter Period - shall be the eight consecutive sales and calendar months from October of one calendar year through May of the following calendar year.

5. Degree Day Dead Band - shall be one-half (½%) percent of the monthly Normal Calendar Degree Days for the Winter Period.

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC") (continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE: (continued)

I. Definition of Terms as Used Herein (continued)

6. Degree Day Consumption Factor ("DDCF") - the variable component (use per degree day) of the gas sendout for each month of the winter period normalized for weather and adjusted for lost and unaccounted for gas. The DDCF shall be updated annually in the Company's WNC reconciliation filing annualizing to reflect the change in number of customers that has occurred since the base rate proceeding that established the initial degree day consumption factor in base rate cases. The base number of customers used to establish the normalized use in therms per Customer and the calculated DDCF for purposes of calculating the weather-related portion of the CIP are as follows:

Month	Base Number of Customers	Therms per Degree Day
October	313,804	51,924
November	314,658	62,695
December	315,462	69,188
January	314,902	68,423
February	315,199	65,801
March	315,468	63,989
April	315,682	52,634
May	315,867	54,279

7. Margin Revenue Factor - the weighted average of the Distribution Charges as quoted in the individual service classes to which this clause applies net of applicable taxes and other similar charges and any other revenue charge not retained by the Company that these rates may contain in the future. The weighted average shall be determined by multiplying the margin revenue component of the Distribution Charges from each service class to which this clause applies by each class's percentage of total consumption of all the classes to which this clause applies for the winter period and summing this result for all the classes to which this clause applies. The Margin Revenue Factor shall be redetermined each time base rates or IIP rates are adjusted. The current Margin Revenue Factor is $0.6096 per therm pre taxes for purposes of calculating the weather-related portion of the CIP.

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

I. Definition of Terms as Used Herein (continued)

8. Annual Period: shall be the 12 consecutive months from October 1 of one calendar year through September 30 of the following calendar year.

9. Average 13 month common equity balance: shall be the common equity balance at the beginning of the Annual Period (i.e. October 1) and the month ending balances for each of the twelve months in the Annual Period divided by thirteen (13).

II. Determination of the Weather Normalization Rate

At the end of the Winter Period during the Annual Period, a calculation shall be made that determines for all months of the Winter Period the level by which margin revenues differed from what would have resulted if normal weather (as determined by reference to the Degree Day Dead Band) occurred.

The monthly calculation is made by multiplying the Degree Day Consumption Factor by the difference between Normal Calendar Month Degree Days as adjusted for the monthly Degree Day Dead Band, and Actual Calendar Month Degree Days and, in turn, multiplying the result by the Margin Revenue Factor. To the extent the Actual Calendar Month Degree Days exceeds Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, an excess of margin revenues exist. To the extent Actual Calendar Month Degree Days were less than Normal Calendar Month Degree Days as adjusted for the Degree Day Dead Band, a deficiency of marginal revenue exists. In addition, the weather normalization clause shall not operate to permit the Company to recover any portion of a margin revenue deficiency that will cause the Company to earn in excess of 9.6% for the Annual Period; any portion which is not recovered shall not be deferred. For purposes of this section, the Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the Annual Period by the Company's average 13-month common equity balance for such Annual Period, all as reflected in the Company's monthly reports to the BPU. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income (1) margins retained by the Company from non-firm sales and transportation services, net of associated taxes, (2) margins retained in the provision of sales in accordance with the Board Order pertaining to Docket No. GR90121391J and GM90090949, net of associated taxes and (3) net income derived from unregulated activities conducted by Elizabethtown.

RIDER "B"

WEATHER NORMALIZATION CLAUSE ("WNC")
(continued)

METHOD OF DETERMINING WEATHER NORMALIZATION CHARGE (continued)

II. Determination of the Weather Normalization Rate (continued)

The Company's average thirteen-month common equity balance for any Annual Period shall be the Company's average total common equity less the Company's average common equity investment in unregulated subsidiaries.

The balance of margin revenue excess or deficiency at September 30 of the Annual Period shall be divided by the estimated applicable sales from the classes subject to this clause for the Winter Period over which this charge will be in effect, multiplied by a factor to adjust for increases in taxes and other similar charges. The product of this calculation shall be the Weather Normalization Charge. However, the Weather Normalization Charge will at no time exceed three (3%) percent of the then applicable Residential Distribution service rate plus the BGSS. To the extent that the effect of this rate cap precludes the Company from fully recovering the margin deficiency for the Annual Period, the unrecovered balance will be added to or subtracted from the margin deficiency or margin excess used to calculate the weather normalization charge for the next Winter Period. The Weather Normalization Charge, so calculated, will be in effect for the Winter Period immediately following the Annual Period used in such calculation.

III. Tracking the Operation of the Weather Normalization Clause

The revenues billed, or credits applied, net of taxes and other similar charges, through the application of the Weather Normalization Rate shall be accumulated for each month when this rate is in effect and applied against the margin revenue excess or deficiency from the immediately preceding Winter Period and any cumulative balances remaining from prior Winter Periods.

The annual filing for the adjustment to the weather normalization rate shall be concurrent with the annual filing for the Rider "D" Societal Benefits Charge.

RIDER "C"

ON-SYSTEM MARGIN SHARING CREDIT (“OSMC”)

Applicable to all Firm Service Classifications that pay the BGSS of Rider A and RDS customers that receive gas supply from a TPS in accordance with the Board's Order in Docket No. GO99030122.

The OSMC is subject to change to reflect the Company's actual recovery of such margins and shall be adjusted annually in its BGSS filing.

($0.0033) per therm

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

Determination of the OSMC

On or about July 31 of each year, the Company shall file with the Board an OSMC rate filing based on the credits generated from on-system margin sharing during the previous OSMC year July 1 through June 30.

The OSMC shall be calculated by taking the current year’s credits, plus the prior year’s OSMC over or under recovery balance and dividing the resulting sum by the annual forecasted volumes for the service classifications set forth above. The resulting rate shall be adjusted for all applicable taxes and other similar charges.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")

Applicable to all tariff Service Classifications except those Customers under special contracts that explicitly do not permit the Company to apply increased charges as filed and approved by the BPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011, c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of this Rider.

The SBC is designed to recover the components listed below and any other new programs which the Board determines should be recovered through the Societal Benefits Charge.

	SBC Rate Components:	Per Therm
I.	Clean Energy Program ("CEP")	$0.0337
II.	Remediation Adjustment Charge ("RAC")	$0.0219
III.	Universal Service Fund and Lifeline:	
	1. Universal Service Fund ("USF")	$0.0205
	2. Lifeline	$0.0057
	TOTAL	$0.0818

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

I. Clean Energy Program Component ("CEP")

The Comprehensive Resource Analysis ("CRA") name was changed to the Clean Energy Program - CEP per Board Order dated January 22, 2003 in Docket No. EX99050347 *et.al*. The CEP is a mechanism that will (1) establish a rate to recover the costs of the Core and Standard Offer Programs in the Company's CEP Plan which was approved by the BPU" in Docket No. GE92020104, and (2) compensate the Company for the revenue erosion resulting from conservation savings created by the Standard Offer Program. The annual recovery period for the CEP is from October 1 through September 30. The CEP recovers program costs and revenue erosion incurred during the previous CEP year ended June 30.

1. CEP program costs include the costs of core programs, standard offer payments and any administrative costs not recovered directly from standard offer providers.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. Clean Energy Program Component ("CEP") (continued)

2. The Standard Offer Program will reduce the volumes of gas sold by the Company and will reduce revenues corresponding to volumes of gas saved. This revenue loss will occur because the rates set in the Company's base rate case do not reflect a decrease in revenues resulting from program measures which will be implemented during the period in which the Company's CEP Plan is in effect. Consequently, the Company will not recover those fixed costs in base rates corresponding to the volumes of gas saved by the Standard Offer Program.

3. The CEP rate shall be determined as follows:

(a) The Company will project all program costs not recoverable directly from standard offer providers and revenue erosion, based upon current, approved rates, both of which elements are not currently collected through base rates for the annual period ("current annual period").

(b) The Company will include with the above projection, a statement of the prior annual period of any (over-) or under-recoveries, including interest at the rate applicable to the CEP component of the SBC. This statement will include estimated data for those months that occur after the date of filing but which correspond to the prior annual period. The CEP may be adjusted for material differences between estimates and actual results in the prior annual period.

(c) The sum of the program costs and recoveries for the CEP year ending June 30 plus the projected spending for the succeeding twelve month period, including interest, will be divided by the estimated sales and transportation throughput to all Customers subject to the SBC during the succeeding October 1 through September 30 period.

The formula for calculating the CEP rate is as follows:

$$\frac{PC + RE + [RB * (1+i)]}{AV}$$

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. Clean Energy Program Component ("CEP") (continued)

3. The CEP rate shall be determined as follows: (continued)

(c) where:

PC = all projected program costs not recoverable directly from standard offer providers

RE = cumulative annual margin revenue erosion from the date of effectiveness of the Plan until the time that new base rates take effect. Margin revenue erosion is determined by multiplying the actual measured annual decrease in firm sales attributable to implementation of certain CEP programs per Board Order EX99050347 *et.al.* and the DSM legacy standard offer programs by the net margin revenue associated with that decrease in each affected service classification.

RB = prior period recovery balance, the net of actual costs and recoveries.

i = interest rate applicable to recovery balance. Per Board Order dated August 17, 2022 in Docket No. GR21121254, the interest rate on CEP under and over recoveries shall be the interest rate based on a two-year constant maturity Treasuries as published in the Federal Reserve Statistical Release on August 31st of each year (or the closest day thereafter on which rates are published), plus sixty basis points, but shall not exceed the overall rate of return for each utility as authorized by the Board.

AV = projected annual quantity for sales and transportation throughput to all Customers subject to the SBC.

1. There will be a reconciliation of over- or under-recovery of actual program costs not recovered directly from standard offer providers and revenue erosion, based upon approved rates in effect during the prior annual period, with the revenues collected through the CEP by maintaining an account showing the cumulative balance of the (over-) or under-recoveries. Any prior annual period balance will be included, with interest, along with current annual period projected costs and amortized over the current annual recovery period. Interest is calculated on the cumulative (over-) or under-recovery of the prior annual period on the average beginning and ending monthly balance.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

I. Clean Energy Program Component ("CEP") (continued)

5. The annual filing for the adjustment on or about October 1 of each year shall be made on or about July 31 of each year and shall be based on actual figures and experiences then available with estimates of remaining requirements.

II. Remediation Adjustment Clause Component ("RAC")

The RAC is a mechanism that will establish a rate to recover remediation costs, as defined herein. On or about July 31 of each year, the Company shall file with the Board a RAC rate component as part of the SBC based on remediation costs and third party expenses/claims in the preceding remediation years.

The RAC will be determined as follows:

A. Definition of Terms Used Herein

1. Remediation Costs - all investigation, testing, land acquisition if appropriate, remediation and/or litigation costs/expenses or other liabilities excluding personal injury claims and specifically relating to former gas manufacturing facility sites, disposal sites, or sites to which material may have migrated, as a result of the earlier operation or decommissioning of gas manufacturing facilities.

2. Interest Rate - for carrying costs and deferred tax benefit calculation shall be the rate paid on seven year constant maturities treasuries as shown in the Federal Reserve Statistical Release on or closest to August 31st of each year plus 60 basis points.

3. Carrying Cost - the Interest Rate applied to the unamortized balance of remediation costs.

4. Recovery Year - each October 1 to September 30 year and is the time period over which the amortized expenses incurred during the Remediation Year shall be recovered from Customers.

5. Remediation Year - each July 1 to June 30 year and is the time period over which the Remediation Costs and recoveries are incurred.

RIDER "D"
SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC")

A. Definition of Terms Used Herein (continued)

6. Third Party Claims - all claims brought by the Company against any entity, including insurance companies, from which recoveries may be received and will be charged through the RAC factor as follows:

a. Fifty percent of the reasonable transaction costs and expenses in pursuing Third Party Claims shall be included as Remediation Costs and shall be recovered as part of the RAC. The remaining 50% shall be deferred.

b. In the event that the Company is successful in obtaining a reimbursement from any Third Party, the Company shall be permitted to retain the deferred 50% as specified above. The balance of the reimbursement, if any, shall be applied against the Remediation Costs starting in the year it is received and will be amortized over seven years.

c. The Company is not required to account for transaction costs and expenses in pursuing third party claims on a claim-by-claim basis.

7. Deferred Tax Benefit (DTB) - the unamortized portion of actual remediation costs multiplied by the Company's effective statutory federal and state income tax rate, and the Interest Rate.

$$DTB_{n,yr} = ARC_n * [(7-X)/7] * IR_{yr} * Tr_{yr}$$

$DTB_{n,yr}$	=	Deferred Tax Benefit in recovery year (yr) to be subtracted from one seventh the amount of the remediation costs incurred in remediation year (n).
ARC_n	=	Actual Remediation Costs incurred in remediation year (n).
X	=	Number of years that the ARC incurred in year n have been subject to amortization (X = 1,2,3,4,5,6)
IR_{yr}	=	Interest Rate
TR_{yr}	=	Effective combined Federal and State income tax rate.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC")

A. Definition of Terms Used Herein (continued)

8. Sale of Property shall be calculated by taking the proceeds over book value of any sale of a former manufacturing gas plant site, less all reasonable expenses associated with selling the site, and subtracting the total costs that were incurred in cleaning up the site and amortized through rates. The proceeds associated with the total costs that were incurred in cleaning up the site will be included as a credit to the remediation costs incurred in the year of the sale. The remainder shall be equally shared between the Company and Customers.

B. Determination of the Remediation Adjustment

At the end of the remediation year, the Company shall file with the Board (1) copies of all bills and receipts relating to the amount of any remediation costs incurred in the preceding remediation year(s) for which it seeks to begin recovery; (2) similar material and information to support any expenses and/or recoveries resulting from Third Party claims; (3) a computation of the carrying cost on the unamortized balance of remediation cost; (4) a projection of remediation costs for the following remediation year.

The RAC factor shall be calculated by taking one seventh of the Actual Remediation Costs, plus applicable Third Party Claims and Sale of Property allocations incurred each year, until fully amortized, less the Deferred Tax Benefit plus the prior years' RAC over or under-recovery plus appropriate carrying costs. This amount is then divided by all applicable forecasted quantities to all Service Classifications for the upcoming recovery year.

The total annual charge to the Company's ratepayers for remediation costs during any recovery year shall not exceed five (5%) percent of the Company's total revenues from sales, transportation and storage services during the preceding Remediation Year. If this limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular Recovery Year then the Company will continue to accumulate carrying costs which will be recovered by the Company from its Customers in a subsequent RAC proceeding.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

II. Remediation Adjustment Clause Component ("RAC") (continued)

C. Tracking the Operation of the Remediation Adjustment Clause

The revenues billed, net of taxes and other similar charges through the application of the Remediation Adjustment factor shall be accumulated for each month and be applied against the total amortized Remediation Costs calculated for that year. Any over or under collection at the end of the Recovery Year will be included in the determination of the following year's RAC factor.

III. Universal Service Fund ("USF") and Lifeline Components

An interim USF program was approved by the BPU in Docket No. EX00020091 dated November 21, 2001. A permanent USF program and Lifeline charge was approved by the BPU in Docket No. EX00020091 dated April 30, 2003. The Orders authorized the Company to collect costs associated with the program through the SBC. The USF and Lifeline rate components of the SBC will be determined as follows:

A. Definition of Terms

1. Program Costs includes all costs incurred in connection with the implementation of Board ordered services, inclusive of carrying costs.

2. Program Year is the period October 1 to September 30 as approved by the BPU in Docket No. EX00020091 dated June 22, 2005.

B. Determination of the USF and Lifeline Components

The USF and Lifeline Components will be determined and issued by the Board and shall remain in effect until changed. The USF true up between credits given customers and amounts recovered will be made annually in accordance with the Board's directives.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

III. Universal Service Fund ("USF") and Lifeline Components (continued)

C. Carrying Costs

Per Board Order dated October 21, 2008 in Docket No. ER08060455, the interest rate on USF under and over recoveries shall be the interest rate based on a two-year constant maturity Treasuries as published in the Federal Reserve Statistical Release on the first day of each month (or the closest day thereafter on which rates are published), plus sixty basis points, but shall not exceed the overall rate of return for each utility as authorized by the Board. The calculation shall be based on the net of tax beginning and end average monthly balance, accruing simple interest with an annual roll-in at the end of each reconciliation period.

IV. LCAPP Exemption Procedures

The following procedures to obtain the LCAPP exemption from the SBC charge shall apply:

A customer seeking an SBC rate exemption for all or part of its usage must submit an Annual Certification form, provided by the Company, declaring and certifying, for any applicable meter, the percentage of natural gas purchased and used for the generation of electricity sold for resale during the previous calendar year. For facilities with less than twelve months of history, estimates supported by engineering and operational plans may be used.

RIDER "D"

SOCIETAL BENEFITS CHARGE ("SBC")
(continued)

V. LCAPP Exemption Procedures (continued)

A. Annual Procedures

In December of each year the Company will mail an Annual Certification form to customers currently receiving the exemption, addressed to the customer's designated representative, to be returned to the Company's designated representative by the following January 15th.

The certified percentage will be used to determine the SBC rate to be charged for the twelve (12) month period beginning February 1st, for example:

If the full SBC rate to be charged equaled $0.0400 per them pre tax and other similar charges and the certified percentage was seventy-five percent (75%) then the rate charged and applied to the metered volume would be calculated as: $0.0400 * (1.00 - .75) = $0.0100 per therm before any applicable taxes and other similar charges.

If the customer fails to return the form by January 15th then the full SBC rate will be assessed on all of the customer's natural gas usage until a completed Annual Certification form is received. Any exemption will become effective after the customer's next subsequent meter reading.

Notwithstanding the foregoing, the Company will provide customers that it reasonably believes may be eligible for the exemption with a certification form for the period of January 28, 2011 through January 31, 2012 on which the customer may certify the percentage of natural gas purchased and used for the generation of electricity sold for resale during the calendar year 2010. Any adjustments to the customer's bill associated with this exemption period shall be billed or credited to the customer in the billing period following the adjustment determination.

B. Interim Period Procedures

Customers may obtain the exemption at any time during a year by obtaining and submitting to the Company's designated representative a completed Annual Certification form. The certified percentage will be used to determine the exemption which will become effective after the next subsequent meter reading. Customers will be required to re-certify for the subsequent period beginning February 1 in accordance with the Annual Procedures.

RIDER "E"

ENERGY EFFICIENCY PROGRAM ("EEP")

Applicable to all Customers except those Customers under special contracts as filed and approved by the BPU and those customers exempted pursuant to the Long-Term Capacity Agreement Pilot Program ("LCAPP"), P.L. 2011 c.9, codified as N.J.S.A. 48:3-60.1. See the LCAPP Exemption Procedures at the end of the SBC, Rider "D."

The EEP shall be collected on a per therm basis and shall remain in effect until changed by order of the BPU. The applicable EEP rate is as follows:

Legacy	$0.0003 per therm
Triennium 1	$0.0316 per therm
Triennium 2	$0.0210 per therm
TOTAL	$0.0529 per therm

The rate applicable under this Rider includes provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

In the "Global Warming Act," *N.J.S.A.*26-2C-45. or "RGGI Legislation" the State Legislature determined that global warming is a pervasive and dangerous threat that should be addressed through the establishment of a statewide greenhouse gas emissions reduction program. On May 8, 2008, the Board issued an Order (the "RGGI Order") pursuant to *N.J.S.A.* 48:3-98.1(c). The RGGI Order allowed electric and gas public utilities to offer energy efficiency and conservation programs on a regulated basis. The Company's energy efficiency programs were first authorized pursuant to Board orders issued in Docket Nos. EO09010056 and GO09010060. They were subsequently extended pursuant to Board orders issued in GO10070446, GO11070399, GO12100946, GO15050504, GR16070618, GO18070682, and GO20090619. On May 23, 2018, the Clean Energy Act of 2018 ("CEA" or the "Act") was signed into law. The BPU directed utilities to file changes pursuant to Board orders issued in Docket Nos. QO19010040, QO19060748 and QO17091004 dated June 10, 2020, ("the 2020 Orders"). The BPU directed utilities to file changes pursuant to Board orders issued in Docket Nos. QO19010040, QO23030150 and QO17091004 dated May 24, 2023, ("the 2023 Orders"). The Company's current energy efficiency programs were approved in Docket No. QO23120869 and are effective through June 30, 2027. The EEP enables the Company to recover all costs associated with energy efficiency programs approved by the Board.

RIDER "E"

ENERGY EFFICIENCY PROGRAM ("EEP")
(continued)

Determination of the EEP

On or about July 31 of each year, the Company shall file with the Board an EEP rate filing based on the Board's August 21, 2013 Order in Docket No. GO12100946 and one based on the 2020 Orders for the costs and recoveries incurred during the previous EEP year ending June 30th as well as estimates, if applicable, through the upcoming calendar year to develop the total EEP rate to be effective October 1st as follows:

The EEP monthly recoverable expenditure amounts shall be derived from taking the average of the cumulative beginning and end of month expenditures associated with the EEP investments less accumulated amortization and accumulated deferred income tax credits times the after tax weighted average cost of capital grossed up for the Company's revenue factor, as directed in the Board's August 21, 2013 Order in Docket No. GO12100946, plus monthly amortization using a four year amortization period. Costs recoveries incurred under this and previous Dockets will continue until near zero and then be subsumed in the filings made under the 2020 Orders. The 2020 Orders monthly amortization will be a ten (10) year amortization period. The 2020 Orders also include a customer loan component that will earn a monthly rate of return recovery derived from taking the average of the cumulative beginning and end of month balances associated with the loan investments times the pre-tax rate of return grossed up using a revenue factor after removing the Federal and State corporate business tax. Any changes in the above authorized by the Board in a subsequent base rate case will be reflected in the subsequent monthly calculations.

The EEP rate shall be calculated by summing the (i) prior year's EEP over or under recovery balance, plus (ii) current year monthly recoverable expenditure amounts, inclusive of amounts any customer fails to repay for their portion of costs associated with installed measures less any subsequent payments received for such measures, less (iii) current year recoveries, plus (iv) current year carrying costs based on the monthly average over or under recovered balances, at a rate equal to the weighted average of the Company's monthly commercial paper rate or interest rate on its bank credit lines. In the event that commercial paper or bank credit lines were not utilized by the Company in the preceding month, the last calculated rate shall be used. Until such time when ETG has a commercial paper program, the Company will adjust its short-term debt rate to reflect the commercial paper rate proxy reduction of 1.64%. The interest on monthly EEP Rider rate under and over recoveries shall be determined by applying the interest rate based on the Company's weighted interest rate for the corresponding month obtained on its commercial paper and bank credit lines, but shall not exceed the Company's after tax weighted average cost of capital utilized to set rates in its most recent base rate case or as authorized in Elizabethtown's subsequent base rate cases, plus (v) an estimated amount to recover the upcoming year's recoverable expenditures amount and dividing the resulting sum by the annual forecasted per therm quantities for the applicable Customers set forth above. The resulting rate shall be adjusted for all applicable taxes. The EEP rate shall be self-implementing on a refundable basis as directed by the BPU.

RIDER "F"

INFRASTRUCTURE INVESTMENT PROGRAM ("IIP")

Applicable to all RDS, SGS, GDS, NGV, LVD, EGF and GLS classes and Firm Special Contract customers receiving service through the Company's distribution system. The IIP rate shall be collected on a per therm basis and shall remain in effect until changed by order of the NJBPU.

		Per Therm
RDS	Residential	$0.0402
SGS	Small General Service	$0.0418
GDS	General Delivery Service	$0.0301
GDS	Seasonal SP#1 May-Oct	$0.0036
NGV	Natural Gas Vehicles	$0.0232
LVD	Large Volume Demand	$0.0118
EGF	Electric Generation	$0.0301
GLS	Gas Lights	$0.0384
	Firm Special Contracts	$0.0012

The charges applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

The IIP is a five-year program to modernize and enhance the reliability and safety of the Company's gas distribution system by replacing its vintage, at-risk facilities which include aging cast iron mains, unprotected and bare steel mains and services, ductile iron and vintage plastic mains and vintage plastic and copper services. As part of the IIP, Elizabethtown is upgrading its legacy low pressure system to an elevated pressure system, and installing excess flow valves and retiring district regulators that are presently required to operate the existing low pressure system. The costs recovered through the IIP Rider rate include the Company's after-tax weighted average cost of capital as adjusted upward for the revenue expansion factor, depreciation expense and applicable taxes.

Cost recovery under the IIP is contingent on an earnings test. If the product of the earnings test calculation exceeds the Company's most recently approved ROE by fifty (50) basis points or more, cost recovery under the IIP shall not be allowed. Any disallowance resulting from the earnings test will not be charged to customers in a subsequent IIP filing period, but the Company may seek such recovery in a subsequent base rate case.

RIDER "F"

INFRASTRUCTURE INVESTMENT PROGRAM ("IIP")

(continued)

The Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the annual period by the Company's average jurisdictional common equity balance for such annual period. The average jurisdictional common equity balance will be derived by multiplying the average of the Company's beginning and ending net rate base for the annual period by the Board-approved equity ratio in the Company's most recent rate case. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income the Company's share of margins from: (1) Interruptible Sales; (2) Interruptible Transportation; (3) Off-System Sales and Capacity Release; and (4) the Energy Efficiency Program.

RIDER "G"

CONSERVATION INCENTIVE PROGRAM ("CIP")

Applicable to all Customers served under RDS, SGS and GDS rate classes.

The CIP shall be collected on a per therm basis and shall remain in effect until changed by order of the BPU. The applicable CIP rates are as follows:

RDS	SGS	GDS
$0.0724 per therm	$0.0234 per therm	$0.0046 per therm

The rates applicable under this Rider include provision for the New Jersey Sales and Use Tax, and when billed to customers exempt from this tax shall be reduced by the amount of such tax included therein.

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

(a) This Rider shall be utilized to adjust the Company's revenues in cases wherein the Actual Usage per Customer experienced during Monthly Periods varies from the Baseline Usage per Customer ("BUC"). This adjustment will be effectuated through a credit or surcharge applied to customers' bills during the Adjustment Period. The credit or surcharge will also be adjusted to reflect prior year under recoveries or over recoveries pursuant to this CIP.

RIDER "G"

CONSERVATION INCENTIVE PROGRAM ("CIP")
(continued)

(b) The BUC in therms for each Customer Class Group by month is as follows:

Month	RDS Non-Heat	RDS Heat	SGS	GDS
July	9.0	23.0	34.3	591.5
August	9.0	23.0	34.2	592.3
September	9.0	23.0	35.0	592.6
October	9.3	25.5	38.2	742.1
November	18.5	73.9	88.3	1,514.9
December	30.3	130.8	201.0	2,542.4
January	40.3	174.5	284.0	3,077.6
February	40.8	176.0	292.2	3,005.4
March	37.6	142.8	231.6	2,555.3
April	28.5	104.8	156.9	1,863.7
May	15.7	46.8	60.0	875.0
June	11.0	23.0	34.3	591.6
Total Annual	259.0	967.1	1,490.0	18,544.4

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

(c) At the end of the Annual Period, a calculation shall be made that determines for each Customer Class Group the deficiency ("Deficiency") or excess ("Excess") to be surcharged or credited to customers pursuant to the CIP mechanism. The Deficiency or Excess shall be calculated each month by multiplying the result obtained from subtracting the Baseline Usage per Customer from the Actual Usage per Customer by the actual number of customers, and then multiplying the resulting therms by the Margin Revenue Factor.

RIDER "G"

CONSERVATION INCENTIVE PROGRAM ("CIP")
(continued)

(d) Recovery of any Deficiency in accordance with Paragraph (c), above, associated with non-weather-related changes in customer usage will be limited to the level of BGSS savings achieved pursuant to Board orders issued in Docket Nos. QO1901040, QO19060748 and QO17091004 Dated June 10, 2020.The value of the weather-related changes in customer usage shall be calculated in accordance with WNC Rider of this tariff without a dead band which result shall be allocated to applicable classes by the Company.

(e) Except as limited by Paragraph (d), above, the amount to be surcharged or credited to the Customer Class Group shall equal the aggregate Deficiency or Excess for all months during the Annual Period determined in accordance with the provisions herein, divided by the Forecast Annual Usage ("FAU") for the Customer Class Group.

(f) Cost recovery under the CIP is contingent on an earnings test. If the product of the earnings test calculation exceeds the Company's most recently approved ROE by fifty (50) basis points or more, cost recovery under the CIP shall not be allowed.

The Company's rate of return on common equity shall be calculated by dividing the Company's regulated jurisdictional net income for the annual period by the Company's average jurisdictional common equity balance for such annual period. The average jurisdictional common equity balance will be derived by multiplying the average of the Company's beginning and ending net rate base for the annual period by the Board approved equity ratio in the Company's most recent rate case. The Company's regulated jurisdictional net income shall be calculated by subtracting from total net income the CIP booked margin revenue accruals and the Company's share of margins from: (1) Interruptible Sales; (2) Interruptible Transportation; (3) Off-System Sales and Capacity Release; and (4) the Energy Efficiency Program.

RIDER "G"

CONSERVATION INCENTIVE PROGRAM ("CIP")
(continued)

(g) As used in this Rider, the following terms shall have the meanings ascribed to them herein:

(i) Actual Number of Customers ("ANC") – shall be determined on a monthly basis for each of the Customer Class Groups to which the CIP Clause applies, plus any Incremental Large Customer Count Adjustment for the Customer Class Group.

(ii) Actual Usage per Customer ("AUC") – shall be determined in therms on a monthly basis for each of the Customer Class Groups to which the CIP applies. The AUC shall equal the aggregate actual booked sales for the month as recorded on the Company's books divided by the Actual Number of Customers for the corresponding month.

(iii) Adjustment Period – shall be the calendar year beginning immediately following the conclusion of the Annual Period.

(iv) Annual Period – shall be the twelve consecutive months from July 1 of one calendar year through June 30 of the following calendar year.

(v) Baseline Usage per Customer ("BUC") – shall be the average normalized consumption per customer by month derived from the Company's most recent base rate case and stated in therms on a monthly basis for each Customer Class Group to which the CIP applies. The BUC shall be rounded to the nearest one tenth of one therm.

(vi) Customer Class Group – For purposes of determining and applying the CIP, customers shall be aggregated into three separate recovery class groups, RDS, SGS and GDS.

(vii) Forecast Annual Usage ("FAU") – shall be the projected total annual throughput for all customers within the applicable Customer Class Group. The FAU shall be estimated on normal weather.

RIDER "G"

CONSERVATION INCENTIVE PROGRAM ("CIP")
(continued)

(viii) Incremental Large Customer Count Adjustment – the Company shall maintain a list of incremental commercial and industrial customers added to its system on or after May 31, 2020 whose connected load is greater than that typical for the Company's average commercial and industrial customer in the GDS rate schedule. For purposes of the CIP, large incremental customers shall be those GDS customers whose connected load exceeds 5,400 cubic feet per hour ("CFH"). A new customer at an existing location previously connected to the Company's facilities shall not be considered an incremental customer. The Actual Number of Customers for the Customer Class Group shall be adjusted to reflect the impact of all such incremental commercial or industrial customers. Specifically, the Incremental Large Customer Count Adjustment for the GDS customer class for the applicable month shall equal the aggregate connected load for all new active customers that exceed the 5,400 CFH threshold divided by 2,700 CFH, rounded to the nearest whole number.

(ix) Margin Revenue Factor – the Margin Revenue Factor ("MRF") for the CIP shall be each class's Distribution Charge and applicable IIP rate on a pre-tax basis.

RATE SUMMARIES

Rates per therm except for the Service Charge

	RDS Non-HTG	RDS Heating	SGS	GDS
Service Charge (monthly)	$11.50	$11.50	$41.05	$64.93
Distribution	$0.6991	$0.6991	$0.5562	$0.3457
Demand	na	na	na	$1.3870
Riders				
A - BGSS	$0.6962	$0.6962	$0.6962	BGSS-M
B- WNC	$0.0000	$0.0000	$0.0000	$0.0000
C - OSMC	($0.0033)	($0.0033)	($0.0033)	($0.0033)
D - SBC	$0.0818	$0.0818	$0.0818	$0.0818
E- EEP	$0.0529	$0.0529	$0.0529	$0.0529
F - IIP	$0.0402	$0.0402	$0.0418	$0.0301
G - CIP	$0.0724	$0.0724	$0.0234	$0.0046

-The BGSS rate is only applicable to gas supplied by the Company. TPS customers are billed for gas supply at the contract gas supply rate as agreed with the TPS.

-For SGS customers and GDS customers with a DCQ under 500 therms, a Balancing Charge of $0.0171 and related to TPS is applicable from November to March.

-The WNC rate is suspended for the duration of the CIP.

-“na” indicates a rate is not applicable for the specific rate class.

-Rates above include taxes; tax exempt customers’ rates will be adjusted at the time of billing.

RATE SUMMARIES
(continued)

Rates per therm except for the Service Charge

	LVD	EGF	IS	ITS
Service Charge (monthly)	$421.17	$106.63	$773.03 (ceiling)	$773.03 (ceiling)
Distribution	$0.0442	$0.0477	$0.9405	$0.1284
Demand	$2.2220	$0.9050	$0.1390	$0.6070
Riders				
A - BGSS	BGSS-M	BGSS-M	BGSS-M	per TPS only
B- WNC	na	na	na	na
C - OSMC	($0.0033)	($0.0033)	na	na
D - SBC	$0.0818	$0.0818	$0.0818	$0.0818
E- EEP	$0.0529	$0.0529	$0.0529	$0.0529
F - IIP	$0.0118	$0.0301	na	na
G - CIP	na	na	na	na

-The BGSS rate is only applicable to gas supplied by the Company. TPS customers are billed for gas supply at the contract gas supply rate as agreed with the TPS.

-“na” indicates a rate is not applicable for the specific rate class.

-Rates above include taxes; tax exempt customers’ rates will be adjusted at the time of billing.