



ELIZABETHTOWN GAS NON-RESIDENTIAL GAS EXTENSION CONTRACT

#815.07
STATE OF NEW JERSEY
COUNTY OF UNION
DATE: 12/07/2011

AFE NO _____ BCA ID _____ 61167
LOCATION 155 HILTON AVE, VAUXHALL, NJ 07088
MAILING ADDRESS 2369 Morris AVEP.O. BOX 3139,
UNION, NJ 07083

THIS AGREEMENT, entered into by and between Elizabethtown Gas Company, hereinafter called Company, and Central Six- Jefferson ES, C/O Union BOE Admin BLD hereinafter called Applicant, witnesseth:

WHEREAS, Applicant owns, or occupies as lessee, certain property located at 155 HILTON AVE, VAUXHALL, NJ 07088 No. _____ in the City of Town of Vauxhall; and has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to the provisions contained at Section 3.03, and at 3.04 and 3.05 of its Tariff duly filed with the New Jersey Board of Public Utilities hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Section 3.03, 3.04 and 3.05 of Company's tariff attached hereto, and made a part hereof. The Company will install gas facilities, substantially as configured in **Attachment A**, including 1 gas meter(s) to serve the total equipment load indicated in **Schedule A** at a delivery pressure of 2#. Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates.

(2) 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, and readily accessible to authorized employees or agents of Gas Company. The standard meter location will be determined by the Company. Any deviations from this location must be approved by the Company and paid for by the Applicant at the Company's current cost. 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.

(3) 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, of the Company's tariff, 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.

(4) Applicant will install and commence using in a bona fide manner within twelve months after the date of the completion of the extension, and continue to so use those appliances and equipment indicated by **Schedule A** hereof, or which the Company has relied in computing the **Estimated Annual Revenues** and the allowable investment, as defined in Section 3.03, 3.04 or 3.05, for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(5) Within one year after service is commenced to a Customer, the company will determine if the **Estimated Annual Revenues** in accordance with **Schedule A** has been met.

(6) If based upon this determination, there is a lessor **Allowable Investment** than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the **Estimated Cost to Serve** indicated in **Schedule A** unless changes in facilities are required by the Applicant.

(7) If there is no gas consumption after twelve months from the service installation date, Company will disconnect the service from the main and Customer shall reimburse Company the **Estimated Cost to Serve** as shown in **Schedule A** less any previous **Contribution Required by Applicant** as shown in **Schedule A**. A reconnection fee of \$500 will be charged to restore service after the cut-off.

(8) Refunds of any payments, contributions or advances hereunder shall be made in accordance with Section 3.03, 3.04 or 3.05. Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lessor period of ten (10) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(9) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(10) Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mutually agree upon.

(11) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.

(12) This Agreement is subject to all tariffs, rules and regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the New Jersey Board of Public Utilities, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such tariff, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party fails to execute the contract within **45 days** of the day and year above

(13) Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement.

(14) Applicant agrees to provide the Company with notice in writing of the date upon which Applicant desires the Company to proceed with the gas main extension covered by this Agreement ("Notice to Proceed"). In no event shall the Notice to Proceed be for a date that is more than 150 days from the date of the full execution of this Agreement. Applicant agrees that the Company will proceed with the gas main extension hereunder in accordance with a schedule of work determined by the Company in its sole discretion and that the Company has no obligation whatsoever to begin such work on any date provided by the Applicant, including the date in any Notice to Proceed.

Schedule A		
A	Estimated Cost To Serve	\$2,407.00
B	Estimated Annual Revenue	\$6,129.79
C	Contribution Required by Applicant	\$0.00
D	Customer Gas Equipment	
UseCode	Gas Equipment	CFH
CMA	Heater, Make Up Air	646
CRG	Range	796
CWH	Water Heating	150

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals

APPLICANT _____

BY _____

TITLE _____

WITNESS _____

ELIZABETHTOWN GAS

BY _____

TITLE _____