



# **Third Party Supplier Gas Choice Operating Manual**

**November 5, 2021[modified]**

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## **1) GENERAL STATEMENT**

The information contained in this manual reflects the latest New Jersey Board of Public Utilities (NJBPU) decisions on Gas Choice business rules. This manual is subject to change to reflect changes in State regulations and/or new BPU rules and decisions. In the event of any conflict between the guidelines contained within this manual and the provisions of Gas Tariff and/or the BSA, executed by you and PSE&G, the Gas Tariff and/or BSA shall control.

Updates to this Operating Manual will be made available on the PSEG web site.

The procedures set forth in this Operating Manual may differ from those in place at other New Jersey Gas utilities.

While this manual pertains to Third Party Suppliers that are doing business with PSE&G via Electronic Data Interchange (EDI), the business rules also apply to Gas Service Providers not utilizing EDI (with the restrictions as set forth in this document).

For any inquiry unrelated to system delivery and balancing please contact:

**Third Party Supplier Support**  
**Phone: 1-800-664-4761 Option 1**  
**E-Mail: [TPSupplier@pseg.com](mailto:TPSupplier@pseg.com)**

## **2) Introduction to Gas Service Provider Operating Manual**

### **STATEMENT OF PURPOSE**

This Operating Manual has been assembled to communicate essential information to Third Party Suppliers about participating in Gas Choice opportunities with PSE&G in New Jersey via EDI. This Manual is intended to describe how PSE&G is implementing Retail Gas Choice on behalf of New Jersey consumers and in compliance with the New Jersey Board of Public Utilities (NJBPU) approved business rules.

Customer choice of a Third Party Supplier is not new in New Jersey, but some of the rules governing enrollments and billing are new, and are documented in this manual.

This Manual summarizes key processes and communication protocols applicable to customers on the Residential Gas Service (RSG), General Service Gas (GSG), Large Volume Gas (LVG) and Street Lighting Service (SLG) rate schedules. Interruptible customers (TSG) and Contract Service (CSG) are not governed by the Gas Choice business rules set forth in this manual except for the use of EDI for enrollments and drops.

Additional information is available on our Web Site [www.pseg.com](http://www.pseg.com) or you may call the appropriate phone numbers listed within this manual.

### **3) Becoming a New Jersey Gas Third Party Supplier**

Gas Service Providers new to PSE&G service territory need to complete all listed requirements before they can begin to enroll firm or non-firm customers. Only EDI enrollments will be accepted.

### **Becoming a New Jersey Third Party Supplier**

Please see:

<https://nj.myaccount.pseg.com/myservicepublic/energychoiceandthirdpartysuppliers/thirdpartysuppliers>

## 5) Definitions and Acronyms

The following are descriptions of acronyms used throughout this manual.

<b>ACH</b>	Automatic Clearing House
<b>ADCQ</b>	Aggregate Daily Contract Quantity
<b>BGSS</b>	Basic Gas Supply Service - (supplied by PSE&G)
<b>BPU</b>	New Jersey Board of Public Utilities.
<b>BSA</b>	Third Party Supplier Customer Account Services Master Agreement
<b>CCS</b>	Customer Care System (Information and Billing)
<b>DCQ</b>	Daily Contract Quantity
<b>EBB</b>	Electronic Bulletin Board
<b>EDI</b>	Electronic Data Interchange
<b>ATMS</b>	Accenture Transaction Management Services
<b>GISB</b>	Gas Industry Standards Board
<b>TPS</b>	Third Party Supplier
<b>TPSS</b>	Third Party Supplier Support
<b>I&amp;C</b>	Industrial and Commercial Customer
<b>True up</b>	The imbalance (in therms) of deliveries (credit/debit) determined when a customer returns to PSE&G for commodity service or changes to another TPS.
<b>CCF</b>	One Hundred Cubic Feet (Meters are read in hundred cubic feet)
<b>Therm</b>	100,000 BTU – (Calculated by multiplying CCF x BTU Factor)
<b>Dekatherm</b>	10 Therms = 1 Dekatherm



## **5) EDI Capability and Procedures**

In order to enroll new customers and utilize the PSE&G consolidated bill option, Gas Service Providers must be EDI capable. To be EDI capable means to be able to translate data into ANSI X12 standard documents and transmits these documents electronically using GISB Internet Transport Protocol to PSE&G. It also means that TPS's must be able to retrieve documents electronically via GISB and translate them from the X12 standard into a usable data format. Along with the transmittal and retrieval of documents the TPS must acknowledge receipt of the documents with a Functional Acknowledgment.

### **The Documents that will be exchanged between PSE&G and the TPS are as follows:**

Invoice - Transaction Set 810 X12 standard version 4010. (Customer Charges)

General Request, Response, Change or Confirmation - Transaction Set 814 X12 standard 4010. (Enrollment, Drop, Change, Reinstatement, Advanced Notice to Switch/"Drop" to Dual Billing)

Payment Order/Remittance Advice - Transaction Set 820 X12 standard version 4010.

Product Transfer and Resale Report - Transaction Set 867 X12 standard version 4010. (Usage Data)

Application Advice - Transaction Set 824 X 12 standard version 4010. (Notice used for missed billed window and other 810 errors).

Functional Acknowledgment - Transaction Set 997 X12 standard version 4010.

EDI Guidelines, for the 810, 814, 820, 824 and 867 are available through a link on the Board of Public Utilities website at [www.nj.gov/bpu/](http://www.nj.gov/bpu/).

Automatic Clearing House (ACH) money transferred to bank.

To schedule EDI testing please contact PSE&G, TPSS at 1-800-664-4761 Option 1.

## **Getting Started with EDI**

PSE&G will be using ATMS EDI Support Center and GISB services for the EDI implementation.

If you currently do not have an EDI system, you must do the following starting from Item 1. If you already have an ongoing EDI system, please start at item 4.

- 1) Obtain EDI translation and communication software. This will allow data to be translated into and from the ANSI X12 standard, version 4010 and transmitted using the GISB Internet Transport Protocol.

Obtain a platform that will host the EDI translation and communication software that will run the software efficiently.

- 3) Obtain GISB Internet Transport Protocol. This will allow the documents to be transported and picked up.
- 4) EDI Survey Form (see Attachment A) and e-mail to:

TPSupplier@pseg.com

- 5) Develop your maps using the BPU approved EDI guidelines available on the BPU website at <https://www.nj.gov/bpu/about/divisions/energy/edi.html> .

## **EDI Certification**

**Following the completion of PSE&G's EDI Survey to become EDI certified the TPS must accomplish the following tasks:**

- A. PSE&G will determine if the TPS will be considered for only EDI connectivity testing, abbreviated EDI LDC or Dual testing or if it will be necessary to complete EDI end-to-end testing. The TPS that qualifies for connectivity testing but elect to conduct end to end testing will be responsible for the costs.
- B. If the TPS uses a GISB server other than ATMS, an 'interconnect', must be established between the TPS' GISB server and ATMS. You must inform your Internet EDI URL the following transaction sets will be sent and received from your mailbox. These transaction sets are listed in the order of priority for testing:
  - 814 - General Request, Response, Confirmation or Change
  - 867 - Product Transfer and Resale Report - Usage Data
  - 810 - Invoice
  - 820 - Payment Order/Remittance Advice (only the Remittance Advice will be used)
  - 824 - Rejection Notice
  - 997 - Functional Acknowledgment (the 997 will be used throughout transaction testing)
- C. EDI testing cannot be scheduled until the supplier has submitted the necessary documentation and met all other requirements referenced in the [How To Become A Third Party Supplier](#) document on our website. Testing will commence based on the EDI testing schedule posted at [Energy Choice Documents for Third Party Suppliers](#). A representative from TPSS or authorized agent will contact the TPS' EDI or Business contact to begin testing. The type of testing would be determined by PSE&G. Additional testing would be at the cost of the supplier.

## **The Testing Process**

The TPS will be considered ready for production when it has successfully completed end-to-end testing. What this means, documents that PSE&G sends to the TPS must be received from its server, translated from the X12 standard into usable data record format and processed by the TPS' application system.

The process will then be reversed for documents being sent to PSE&G. Once this end-to-end testing has successfully completed the TPS will be considered ready for production for those particular transactions. The testing will consist of the following steps (See testing document for greater detail):

- A. Transmission** - Delivery of documents to TPS Internet EDI URL. This step will test whether connectivity has been established.
- B. Document Translation** - Once the document has been received, it will be translated from the X12 standard into an application ready record format. A Functional Acknowledgements (997s) are required for all documents. This step will check for X12 compliance problems.
- C. Application testing** - Once the data has been translated and formatted into an application ready format the data will be processed by the TPS' application system. This step will determine if the data being exchanged is valid.
- D. Application testing (response)** - The TPS will generate data from the application system in response to the document received.
- E. Document Translation (response)** - The TPS will pass the data through the EDI translator and generate an X12 document.
- F. Transmission (response)** - The TPS will transmit the X12 document to the Internet EDI URL. The TPS Internet EDI URL will interconnect with the PSE&G Internet EDI URL (if necessary) and deposit the document into PSE&G mailbox. PSE&G will retrieve the document, check for X12 compliance and data validity by passing it through the appropriate application system.

**There will be a charge for EDI testing over and beyond the initial testing.**

## **6) Business Partner Relationship**

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

### **Customer will:**

- Be responsible for evaluating and securing services from TPS.
- Provide authorization to TPS for enrollment.
- Notify TPS of bill option.
- Be responsible for notifying the TPS and/or PSE&G of any concerns regarding fuel supply, which includes any changes in equipment or pattern of usage.
- Notify PSE&G of move or disconnect.

### **Gas Service Providers will:**

- Obtain authorization from customers for release of historical usage information.
- Receive and maintain authorization from customers for customer enrollment.
- Exchange information electronically (EDI) with PSE&G for enrollment, changes or discontinuance of supply, etc.
- Render bills for service when a customer selects to receive separate bills from PSE&G and the TPS.
- When applicable, provide PSE&G with the necessary billing information when the customer selects to receive one bill from PSE&G.
- Resolve customer payment problems for relevant TPS charges.
- Nominate and deliver required gas supplies on a daily basis as dictated by PSE&G.

- Provide a point of contact to facilitate business and technical communications.
- Abide by applicable rules issued by the Board.
- Implement and maintain data transmission standards as recommended within this document.
- Become licensed by the New Jersey BPU.
- Communicate and resolve customer disputes regarding TPS charges or issues

**PSE&G will:**

- Provide customers with a list of eligible TPS's upon request.
- Provide information electronically to TPS for enrollment, changes or discontinuance of service, customer information, etc.
- Release historical usage information and other customer information to TPS's upon TPS receiving appropriate customer authorization.
- Provide usage & rate information to TPS's.
- Communicate daily delivery requirements and confirm gas nominations.
- Provide eligible customers with the bill option that has been communicated by the TPS's provided the TPS has met all necessary regulatory requirements.
- Maintain an Internet site for customer choice information for access by licensed suppliers.
- Provide a point of contact to facilitate business and technical communications.
- Implement and maintain data transmission standards as recommended within this manual.
- Communicate and resolve customer disputes involving PSE&G charges.
- Forward customer payments to the TPS in accordance with the Customer Account Services Master Services Agreement (BSA).

## **7) General Business Rules**

**This section proposes a set of Business Rules for transactions corresponding to the anticipated business relationships described previously. It also defines the rules that govern the use of the transactions. This section does not supersede any tariff, New Jersey Board of Public Utilities ruling or any law applicable to enforcement within The State of New Jersey.**

An acknowledgement of receipt of an EDI transaction will follow receipt of all transmissions. This functional acknowledgment provides for verification of receipt of data. This, in addition to the archiving of all transmissions, provides the audit trail necessary to verify receipt of all transmissions by TPS and PSE&G. This information may be utilized to resolve customer, PSE&G, or TPS inquiries or disputes.

The sender of any rejected transaction(s) (i.e. enrollment request, drop request, change request, reinstatement request, usage, bill etc.) is responsible for follow-up action for rejected transaction(s).

The EDI business rules and transactions apply to TPS's that have successfully completed EDI testing with PSE&G, and apply to all customers except those in the following categories or rate classes. However, all customers in the following categories or rate classes are eligible to shop for their gas supply but will continue to be processed by other than EDI business rules and transactions contained in this document with the exception of enrollments and drops. PSE&G tariff(s) for the following categories or rate classes may have additional requirements that apply and should be consulted.

- TSG-NF: Non-Firm Transportation Gas Service
  - TSG-FIRM: Firm Transportation Gas Service
- CSG: Contract Service Gas

## **Pre-Enrollment**

Prior to enrollment, Customers and Gas Service Providers can obtain usage in the following manner:

### **Third Party Providers**

A TPS can obtain the 12-month usage history from the customer after the customer has requested it from PSE&G or the customer receives it in their enrollment package. A TPS can ask the customer for this information prior to entering into a contract.

A TPS can request 12-month usage data and Daily Contract Quantities through an EDI 814 Historical Usage Transaction request. **The third party supplier must obtain customer authorization prior to submitting a pre-enrollment usage request. It will be the third party supplier's responsibility to retain proof of the customer's authorization. In addition, the third party supplier shall only submit usage requests for accounts duly authorized.**

In each case, the data returned is the billed therms and DCQ's supplied for the previous 12 billings regardless of the way the customer is metered. If PSE&G does not have 12 months of data for the customer, PSE&G will send the TPS data for the available number of months.

### **Customer Requests Enrollment Package**



Within two (2) days of request, a customer will be mailed an enrollment package with all the information required to negotiate with a TPS. To request a package, customers should call 1-800-436-7734 and speak with a Customer Service Professional or request a package on line at [Request Electric or Gas Enrollment Information](#)

Firm Transportation Packages sent to the customer will include:

- Cover Letter
- Usage in therms
- Question and Answer Brochure
- List of Suppliers

## **Enrollment**

The following is a list of rules to be followed to ensure proper management of customer Gas Supplier selections and changes to those selections.

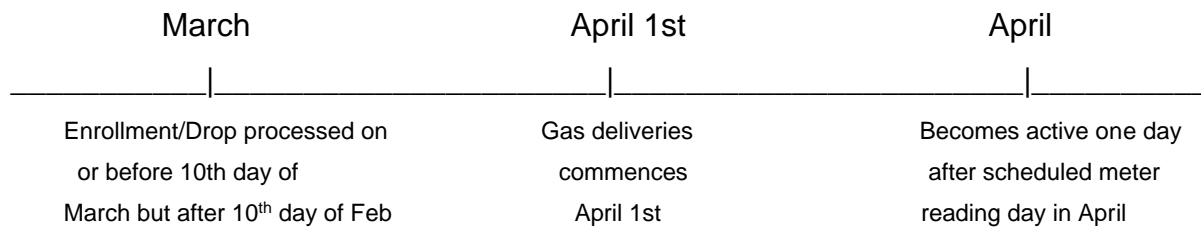
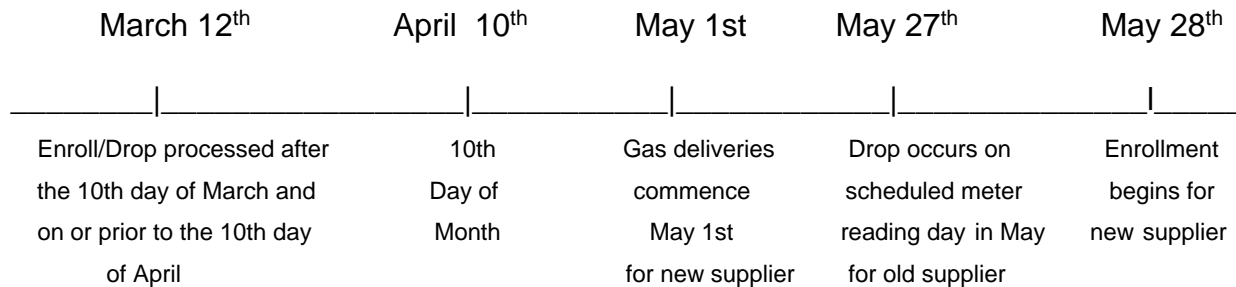
In all following scenarios and Tariff permitting, the customer may at any time choose to go back to their Basic Gas Supply Service (BGSS). The specific rules that apply will be relayed to the customer in their confirmation letter.

### **1. Customer contacts TPS to initiate enrollment or switch TPS**

- Enrollment will be at the rate level, not meter level.
- TPS sends enrollment request to PSE&G by the 10<sup>th</sup> of the month for service to begin the day after the first expected meter read date of the following calendar month.

**Example:** For a customer to be switched to a TPS on the day after their expected meter reading date of 5/27, PSE&G must receive the EDI enrollment request on or before the 10th day of April but after the 10th day of March.

- March 12, 2021 Enrollment sent to PSE&G
- Gas deliveries commence May 1,2021
- May 27, 2021 Meter reading date; prior supplier drops
- May 28, 2021 Enrollment begins
- 



- If PSE&G receives two enrollments for the same account from the same supplier on the same day, and the contract date and time are the same, then PSE&G will accept the first one processed and reject the other.
- A customer contract effective date/time has been included as a required data element and is critical to assure that the customer is enrolled with the last TPS with which the customer has entered into a contractual relationship. If PSE&G receives an enrollment from two different TPS's that result in the same effective date the TPS whose enrollment contains the most recent contract date/time will be assigned the customer and the other TPS will be rejected (i.e. last-in enrollment).
- PSE&G can reject an enrollment request from a TPS for:
  - A. PSE&G is unable to identify the account
  - B. Enrollment requester not eligible to enroll customers
  - C. TPS is not last contract in or is second enrollment being processed for customer with same contract date/time.
  - D. Customer is not eligible or moved out
  - E. EDI specific data incorrect or missing.
    - Enrollment request is for a PSE&G consolidated bill but: 1. the customer does not satisfy PSE&G credit requirements, 2. TPS has not executed the BSA,
- If enrollment is accepted, PSE&G sends the customer a confirmation letter within one business day of acceptance of enrollment, notifying them of their selected TPS and the expected start date.
- A residential customer has 7 calendar days from the date of the enrollment letter to rescind an enrollment.
- If enrollment is accepted, PSE&G will include the expected start date in the enrollment response to the TPS.
- PSE&G will allow a TPS to enroll a customer who is scheduled to move out prior to the TPS service start date. PSE&G will send drop request to TPS on customer's date of service termination.

## **2. Customer contacts PSE&G to initiate TPS selection or switch TPS**

- Customer will be directed to speak with their TPS.

## **Returns**

The following is a list of rules to be followed to ensure proper management of customers' TPS selections and changes to those selections.

### **A) Customer contacts PSE&G to Rescind a TPS selection (within the 7 day rescission period)**

- A customer has 7 calendar days from the date on the confirmation letter to rescind an enrollment.
- The customer must call PSE&G during the 7-day rescission period to rescind. If the customer does not call within 7 days, the enrollment shall go forward.
- Should the customer contact another TPS during the 7-day rescission period and enter an agreement, the enrollment from the second TPS will be treated as a rescission of the first TPS and a switch as described in "Customer contacts TPS to initiate TPS selection or switch TPS".
- If a customer exercises their right to rescind, the corresponding transactions are voided, as if they never occurred, and a drop notice will be sent to the pending TPS. The customer will then be reinstated to their last active TPS or to BGSS, if applicable.
- A TPS may only reject a reinstatement request from PSE&G if the TPS could not recognize the customer to be reinstated, either because the customer account number is invalid or is not supplier of record. If the TPS no longer wishes to supply this customer, they must accept this reinstatement, then issue a drop to PSE&G.

### **B) Customer contacts PSE&G to drop a TPS (after the 7 day rescission period has ended) customer returns to BGSS**

- Drop Request transactions may only be rejected if a TPS could not determine the customer to be dropped, either because the customer account number is invalid or they are not supplier of record.
- Customer requests to drop a TPS received by the 10th day of the month will revert to BGSS service on the day after the first expected meter reading date of the following calendar month.

- A customer has 7 calendar days from the date of a confirmation letter to cancel the customer initiated drop request. This scenario is in effect a TPS switch and all rules that apply to the TPS switch scenario apply here also.
- Customers may find another TPS by the 10th day of the month and avoid returning to BGSS. The period of time to select another TPS to avoid returning to BGSS would depend upon the timing of the drop request.

### **C) PSE&G drops customer**

- PSE&G may drop a customer for any of the following reasons:
  - A. Customer name change on account resulting in a new account number
  - B. Customer moves (within or out of PSE&G service territory)
  - C. PSE&G closes customer account for any reason
  - D. TPS defaults on delivery or credit requirements as set forth in the Third Party Supplier Requirements in the Gas Tariff.
- PSE&G sends drop transaction to active TPS .
- Drop requests sent to a TPS by the 10th day of the month will drop TPS service on the first expected meter reading date of the following calendar month.
- PSE&G will send drop request to TPS with customer's date of service termination.

### **D) TPS drops customer**

- TPS must submit Drop Request to PSE&G by 10th day of the month for service to end on the first expected meter read date of the following calendar month.
- Example: For a customer to be dropped on their expected meter reading date of 5/27, PSE&G must receive the EDI drop request on or before the 10th day of April but after the 10th day of March.
- Drop Request transactions may only be rejected by PSE&G for:
  - A. PSE&G unable to identify account
  - B. Customer listed with another supplier
  - C. EDI specific data incorrect or missing
- Same business rule for the effective date of a switch applies for a Drop
- TPS must provide a residential customer with a 30 days written notice if terminating their contract due to non-payment.
- TPS must notify PSE&G 90 days prior to drop of an entire rate class

## **E) Customer contacts TPS to drop TPS**

- Addressed in the same manner as if the TPS was dropping a customer.

In the event of a customer's return to PSE&G or changes to another TPS, any outstanding balances as a result of a gas over delivery or under delivery, will be in the TPS's future gas delivery requirements.

## **TSG-F or TSG-NF**

Suppliers can enroll or drop customers via EDI. Enrollment or drop rules for TSG-F or TSG-NF are outlined in the gas tariff. Enrollments or drops must be received by PSE&G the second to last business day to become effective on the first calendar day of the subsequent month.

No other EDI transactions are available.

## **8) Customer Account Maintenance**

### **1. Customer Contacts PSE&G to Move In or Move Out**

- PSE&G sends active suppliers a drop notification.
- PSE&G will send drop request to TPS with customer's date of service termination, which is not necessarily on the date customer contacts PSE&G to schedule the service termination date.

### **2. Customer Data Changes from PSE&G**

- PSE&G sends a change request to active TPS and pending TPS(s) as needed.
- PSE&G will be required to notify the TPS of the following changes:
  - Change in PSE&G customer account number when initiated by PSE&G
  - Meter change out
  - Change in billing option

- PSE&G will change customer's billing option to dual if customer is a PSE&G consolidated billing customer and no longer satisfies PSE&G's credit requirements.

### **3. Customer Data changes from TPS**

- The TPS will be required to notify PSE&G of any change in the billing option.
- Requests to change the customers billing option to PSE&G consolidated will be rejected if the customer does not meet PSE&G's credit requirements.

## **9) Customer Billing**

In order for a Third Party Supplier to utilize the LDC consolidated bill option, the TPS will need to have an executed BSA and complete EDI testing. These requirements are set forth in the BSA and also include the ability to utilize an enhanced utility consolidated bill that will permit a TPS to print its logo, add a rolling page of text, and assumption of accounts receivable by the billing party.

### **PSE&G Consolidated Bill**

PSE&G will provide a consolidated bill to an eligible customer, unless the customer opts through the TPS to receive two bills. Currently the one bill option is only available through PSE&G. At the end of each billing period, PSE&G will electronically send the TPS its customers' monthly therm usage data. This information will be sent via EDI utilizing the 867-transaction set (Product Transfer and Resale). The TPS will calculate its charge and the billing information will electronically be returned to PSE&G within 48 hours of the usage data being delivered. This information will also be sent via EDI utilizing the 810-transaction set (Invoice). PSE&G will integrate, print, and distribute the bill.

PSE&G's bill-ready consolidated bills can include up to one page of rolling text from the TPS.

The rolling text page begins with a fixed section of 10 lines for TPS name and billing charges. It ends with the last line of allowable text (up to 50 lines) for a maximum of 60 lines per bill.

The customer billing process will follow these guidelines:

- PSE&G will not enforce the TPS contract with its customers, nor involve itself in a dispute between the TPS and its customers.
- TPS will provide the calculated charges (bill ready) for the energy portion of its charges for PSE&G's bill.
- PSE&G will not discuss third party supplier billing information with third party supplier customers.
- PSE&G will not print additional bills if the billing data is not received within the 48-hour data exchange period or if the EDI specific data is incorrect or missing. The TPS charges will have to be resubmitted the following month for the next billing cycle.
- The 48-hour period is measured from the time PSE&G delivers the usage data to the TPS's Internet EDI URL.
- PSE&G will not maintain TPS's balance/receivables.

### **Rolling Page**

If a TPS successfully completes the required testing, it may include a rolling page of text in PSE&G consolidated bill. The consolidate bill will include, at a minimum, the following information: TPS's name, telephone number, current charges, adjustments and total charges. If TPS complies with PSE&G's requirements, PSE&G will include the TPS's logo on the PSE&G consolidated bill. All data transmission will be via EDI. The TPS provides the account charges on the standard 810 and has the option of sending additional lines of text (60 characters, including spaces, in length each) up to a maximum of 50 lines. The text supplied by the TPS will print in both upper and lower case and the font will be a customized Helvetica condensed. PSE&G must still receive the data points in the current EDI 810 transaction. If the data points and text are not received within the 48-hour window, the current "TPS Gas Charges - not available" message will print.



If the data points are received and are valid, but the rolling page text contains an error, the data points will still be printed on the customer's bill and an EDI 824 will be sent to the TPS advising of the text error.

If PSE&G rejects an 810 for errors in the billing data points, neither the billing data points nor the rolling page of text will be printed on the bill.

### **TPS' Logo**

If a TPS wishes for its logo to be printed on PSE&G's bill, the following conditions will apply:

- The logo must be provided to PSE&G for bill print testing.
- The logo must be provided in JPEG format and TIF format.
- The dimensions for the logo cannot exceed:
  - Width: 1.17 in (7 picas)
  - Length: .68 in (4pl 4 picas, 1 pt)
- The logo will be printed in black and white.
- The logo will be the same for all customers.

### **Assuming Receivables**

With the PSE&G consolidated bill, the TPS will be paid a factored amount of their undisputed energy commodity customer charges. PSE&G will determine the factor used in this calculation annually. This money will be transferred to the TPS's bank via an ACH 20 days after the due date printed on the bill. PSE&G will assume TPS balances, when issuing a consolidated bill, going forward from the effective switch date for each customer. No outstanding TPS balances will be assumed prior to that date.

PSE&G shall make payments of funds payable to the TPS by ACH to the bank designated by the TPS found on the TPS Application submitted to PSE&G's Energy Supply Administration at: 80 Park Plaza T-18, Newark, NJ 07101.

### **810 Validation**

All bills will require an 810 validation in which the current charges and adjustment charge must equal the total charges shown on the 810 transaction. If these charges do not equal, the 810 transaction will be rejected. PSE&G expects one adjustment charge line in an 810 transaction; therefore, PSE&G will reject an 810 transaction with multiple adjustment charge lines.

### **Consolidated Billing Conversion to Dual Billing**

A customer is entitled to receive a consolidated bill if the billing party determines that the customer is creditworthy. The billing party will be required to inform the customer that failure to pay bills in a timely manner will result in conversion from consolidated billing to dual billing.

## **Customer Creditworthiness - New Enrollment, Transition, Ongoing**

PSE&G will reject any 814 Enrollment for an LDC consolidated bill option if a residential, municipal, commercial or industrial customer is in arrearage of 120 days or more. If an account has a balance of 60 days or more upon enrollment the supplier will be sent in their enrollment acceptance response the number of days of the account arrearage. After enrollment an EDI 814 Advance Notice to Switch/"Drop" to Dual Billing will be sent to the supplier if the customer's balance reaches 75 days old. This transaction will contain an expected switch to dual date if no payments are received. If the customer's balance drops below 75 days old and then reaches 75 days old again another EDI 814 Advance Notice to Switch/"Drop" to Dual Billing transaction will be sent to the supplier.

At PSE&G's discretion, the customer may be converted from consolidated billing to dual billing if any arrearage reaches 120 days. In this event, PSE&G will notify both the customer (via letter and/or bill message) and the non-billing party (via EDI) that the provision of consolidated billing service is terminating. Dual billing will commence one day after the next meter reading date from the date of the notice. The customer can be switched back to the consolidated bill option once the customer's account balance falls below 60 days past due. It is the supplier's responsibility to send an 814 change transaction to PSE&G requesting to return the customer back to the consolidated bill option.

If a customer is converted from consolidated to dual billing by any party for any reasons, both PSE&G and the TPS will be responsible for its own receivables, effective as of the start of dual billing.

A consolidated bill account is delinquent when any undisputed charges from a prior billing period are outstanding on the subsequent billing date.

## **Customer Disputed Charges**

If the billing party receives a customer inquiry regarding its charges, the billing party shall be responsible for resolving the inquiry with the customer. If the billing party receives a customer inquiry regarding the non-billing party's charges, the billing party shall refer the customer to the non-billing party for resolution. The billing and non-billing parties will provide reasonable effort in assisting each other in resolving any disputes. If the customer notifies the billing party that they have contacted the non-billing party regarding the non-billing party's charges and still disputes them, the billing party will place the disputed amount 'in dispute'.

The billing party will issue a payment notification transaction via EDI to the non-billing party, advising them that the 'in dispute' amounts will be deducted from the payments made 20 days from that date. In this case, the non-billing party will be paid for all charges 20 days from the original date of bill presentment. The disputed amount will be deducted from the payments made to the non-billing party 20 days from the amount being termed "in dispute".

The non-billing party would then be responsible for settling the dispute. Such disputed charges, if still disputed, should NOT be resubmitted in a future normal charge (810 transaction) for that customer. However, previously disputed charges, which have been settled between the TPS and the customer, may be resubmitted in a future 810.

## **Dual Bill Scenario**

Customers who are billed in this manner have chosen a TPS and have elected to receive a bill from PSE&G for all appropriate PSE&G charges and a second bill from its TPS for supply.

- Under this option PSE&G has no responsibility other than the EDI transfer of usage data via an 867-transaction.

## **10) Cancel / Rebill of Monthly Usage**

**Prior** to August 1, 2016 PSE&G was not able to provide consolidated billing for ESP's who were not the supplier of record at the time a cancel/rebill was processed on an account. PSE&G has implemented a system enhancement which will now allow consolidated billing to occur for ESP's when a cancel/rebill is performed on an account after the customer-supplier relationship has ceased. This change will only apply to customers under the consolidated bill option at the time the customer-supplier relationship ceases. This process change will become effective for consolidated billed accounts where a final 867 usage transaction has been issued with a bill window close date of **August 1, 2016 or thereafter**. In other words, any usage files that had a bill window close date prior to August 1<sup>st</sup> 2016 will follow the old process of being rebilled under the dual bill option.

The system enhancement for cancel/rebills processed after the customer-supplier relationship has terminated will not affect our current switch or "drop" to dual process for delinquent accounts. The customer will still be switched "dropped" from consolidated billing to dual billing when their balance reaches 120 days or more.

See below for further details.

### **Cancel / Rebill when supplier is no longer active supplier**

#### **Before August 1<sup>st</sup> 2016 (867 bill window close date)**

PSE&G cannot provide consolidated billing for ESP's who are not supplier of record at the time the cancel/rebill is processed. The process for Cancel/ Rebill for an ESP who is not customer's current supplier of record is:

- PSE&G will cancel charges from 810(s) that correspond to the original 867(s) being canceled.
- Send 867(s) cancel
- Send 867(s) rebill noting that customer billing option is **DUAL**.
- PSE&G will issue an 820 and reduce a future payment by the amount of the canceled 810(s) (on the scheduled date of the 820).
- TPS must Dual bill customer for the rebilled 867(s).

**On or After August 1<sup>st</sup> 2016 (867 bill window close date)\***

PSE&G will implement a system enhancement that will allow the billing option to remain consolidated for a cancel/rebill processed after the customer-supplier relationship has terminated.

- PSE&G will cancel charges from 810(s) that correspond to the original 867(s) being canceled.
- Send 867(s) cancel
- Send 867(s) rebill noting that customer billing option is **CONSOLIDATED**.
- PSE&G will issue an 820 and reduce a future payment by the amount of the canceled 810(s) (on the scheduled date of the 820).
- TPS must send in 810 charges for the rebilled 867(s).
- PSE&G will issue an 820 for the amount of the 810(s) for the rebilled 867(s).

\*Please note the new process is effective for consolidated billed accounts where a final 867 usage transaction has been issued with a bill window close date of August 1<sup>st</sup> 2016 or thereafter.

## **11) Supplier Certification, Licensing and Accreditation**

### **The BPU Process**

As a Gas Service Provider, you must be licensed by the BPU in accordance with BPU regulations and procedures.

### **The TPS Certification Process**

In order to become eligible to deliver gas to retail customers located within PSE&G gas service territory, the Third Party Supplier (TPS) must be accredited and activated in the PSE&G system.

As part of the TPS enrollment process each TPS must complete and mail the Third Party Supplier Application to Participate in Retail Choice to Energy Supply Acquisition and Operations (ESA&O) which is available on the PSE&G Website and provide all required documentation listed on page three of the application to:

PSE&G – Energy Supply Acquisition and Operations  
80 Park Plaza, T-18,  
Newark, NJ 07102  
Attn.: Manager - Energy Supply Administration

An incomplete application form and/or insufficient documentation will result in a delay in the certification process. The Manager of Energy Supply Administration will notify the TPS within ten (10) working days of missing information and will continue to proceed with the certification process, if possible. The certification process will not commence until all the required documentation is received. PSE&G will make a good faith effort to complete the creditworthiness investigation within thirty (30) days of receiving a completed Third Party Supplier Application to Participate in Retail Choice.

The information to be provided in and with the application includes:

1. General Data on the applicant and, when applicable, on the applicant's parent company including name, address for company and main contact person, years in business, federal tax ID# and D&B Duns #. The application will have to be signed by an authorized representative of the TPS and the signature notarized by a Certified Public Notary
2. Bank Information for wire transfers.
3. Bank references
4. Customer Account Services Master Service Agreement executed --- 2 originals
5. Confidentiality Agreement executed, 2 originals
6. Supplemental Data:
  - Most recent financial information including the most recent annual report, most recent 10-K and 10-Q or most recent audited annual financial information, most recent quarterly or monthly financial information with an attestation by Applicant's Chief Financial Officer that the information submitted is true, correct and a fair representation of Applicant's financial condition.
  - Applicant's and Applicant Parent Company's senior unsecured debt rating by at least two of the rating companies listed in the application
  - New Jersey BPU License / Expiration Date.
7. Estimate of the initial amount of sixty (60) days of applicable customer usage in the winter months (in therms) broken down by rate class.
8. Representations which will indicate whether the applicant and/or its parent company has been operating under federal bankruptcy laws; is subject to pending litigation or regulatory proceedings in state or federal courts and/or agencies which could impact the Applicant's and/or Parent's financial condition; is subject to collection lawsuits or outstanding judgments which could impact solvency.
9. Information required for exchanging business documents via EDI
  - EDI Survey returned to Third Party Supplier Support
10. Confidentiality Agreement from EDI provider executed 2 originals.



## **Credit Review Procedures**

The Manager - Energy Supply Administration is responsible for the credit approval of each TPS and on-going credit review procedures. The Manager will determine on a non-discriminatory basis the credit requirements based on the financial condition and exposure of the supplier.

If the TPS has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such supplier may still obtain credit approval by Public Service if it pays any outstanding balances due Public Service for service rendered and elects to provide one of the following: (1) an advance deposit; (2) a standby irrevocable letter of credit; (3) security interest in collateral found to be satisfactory to Public Service; or (4) a guarantee, acceptable to Public Service, by a parent company which satisfies credit appraisal.

These credit enhancements should be provided in a format acceptable to PSE&G and issued by an investment grade parent or by a financial institution acceptable to PSE&G, See Attachments B & C for samples of an Acceptable Guaranty, and an Irrevocable Letter of Credit.

If TPS is required to post security, the accreditation process will not be completed until the security is received by PSE&G.

## **Federal, State and Local Laws**

Access to the retail energy market is subject to all existing or future federal, state and local laws that apply, and to all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over such matters. PSE&G will not violate, directly or indirectly, or become a party to a violation of any applicable federal, state, or local statute, regulation, rule or order in order to provide access to third-party suppliers. Our obligation to provide retail access is subject to the condition that all requisite governmental and regulatory approvals for the delivery of such service are retained.

## **12) Gas Systems Operations**

### **Arranging deliveries**

As a qualified seller of natural gas, it is your responsibility to deliver supplies of natural gas to interconnection points with PSE&G's distribution system. Public Service will accept deliveries of gas for customers on the interstate pipelines of Transco or Texas Eastern. However, due to delivery limitations, PSE&G reserves the right to require a reasonable apportionment of deliveries between Transco and Texas Eastern. Gas delivery notifications should be emailed to our Gas Operations team at [gassupplyanalyst@pseg.com](mailto:gassupplyanalyst@pseg.com).

### **Daily Contract Quantities (DCQ's)**

Residential, Commercial and Industrial customers will have DCQ's (Daily Contract Quantities) posted to the account, one for each month of the year. These DCQ's are based upon the customer's weather-normalized historical usage, prorated from their meter reading periods to calendar months and then divided by the number of days in the calendar month. These 12 monthly DCQ's are what PSE&G would expect the customer to consume, under normal weather conditions and if the customer utilized his gas equipment in the same manner as was utilized historically. However, weather is rarely normal, so we expect that there will be a difference between actual usage and the DCQ's. This imbalance is used to adjust the DCQ delivery in the second succeeding month. For example, an imbalance from the billing period in February will adjust April's calendar month delivery; March's imbalance will adjust May's delivery. The DCQ's will be updated each year two months prior to the anniversary date in which they were originally posted, to correctly reflect any changes in a customer usage pattern or change in equipment.

TPS's must deliver the Aggregate Daily Contract Quantity for its customers as set forth in PSE&G's Gas Tariff -Third Party Supplier Requirements.

### **Private web site**

The PSE&G Gas System Operations Center has established a web site <https://ebb-prod.pseg.com/GASTAR>, here you will have access to the detailed data regarding ADCQ's, gas delivery nominations, confirmed gas volumes and other valuable data and information. You must have access to an Internet Service Provider (ISP) to access the web site.

### **Public web site**

PSE&G maintains a web site

<https://nj.myaccount.pseg.com/myservicepublic/energychoiceandthirdpartysuppliers/energychoicedocuments>. Here you will find the latest updates to the Gas Choice process as well as tariffs, operating manuals, applications and surveys. Also posted are frequently asked questions and responses and a schedule of the dates that information transferal does not occur due to holidays.

## **13) Answering TPS Questions**

### **Customer Enrollment, Customer Billing and General Inquiries**

**Third Party Supplier Support** is dedicated to answering questions from TPS's and resolving problems related to but not limited to:

- Doing business with PSE&G
- Customer enrollment
- Customer billing and remittance inquiries
- Optional services and products
- EDI testing
- EDI problem resolution
- Tariff implementation and interpretation
- TPS training and Operating Manual updates

TPS Support will process all supplier inquiries via telephone and e-mails relating to all matters other than those issues specifically handled by either Energy Settlements, Energy Supply Administration or Gas System Operations.

**Please do not direct your questions to the service representatives at our Customer Inquiry Centers.**

**Please do not refer end use customers to Third Party Supplier Support.**

All TPS inquiries should be directed to our Supplier Support Team at 1-800-664-4761 option # 1 or e-mail [TPSupplier@pseg.com](mailto:TPSupplier@pseg.com).

The Gas System Operations Center can be reached at 973-430-5053 and is available from 5am to 5pm, seven days a week to answer your questions related only to: gas nominations, confirmations, and the EBB.

## **Attachment A – EDI Survey**

**See our website at**

<https://nj.myaccount.pseg.com/myservicepublic/energychoiceandthirdpartysuppliers/energychoicedocuments>

## Attachment B

### GUARANTY

GUARANTY (this "Guaranty"), dated as of [\_\_\_\_\_, 20\_\_], made by [\_\_\_\_\_] (the "Guarantor"), a [\_\_\_\_\_] organized and existing under the laws of [\_\_\_\_\_] in favor of Public Service Electric and Gas Company (the "Guaranteed Party"), a corporation organized and existing under the laws of the State of New Jersey.

Guarantor enters into this Guaranty in consideration of, and as an inducement for Guaranteed Party having entered into or entering into, from time to time, agreements and any other documents, memoranda, contracts, or other writings (the "Agreement(s)") with [\_\_\_\_\_] a subsidiary, and/or affiliated company of Guarantor (the "Obligor"), to purchase and sell natural gas and for Supply of Natural Gas to Guaranteed Party's system in accordance with Rate Schedule FIRM Transportation Receipt Service of the State of New Jersey Tariff B.R.C. N.J. No. 11 Gas to the Obligor (the "Transactions"), and

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of the principal of and interest on any sums due and payable by the Obligor under the Agreement(s) and of all other obligations and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Obligor out of or in connection with the Agreement(s) and the due performance and compliance with the terms of the Agreement(s) and any other documents, agreements, memoranda, contracts, or other writings executed in connection therewith (collectively, the "Documents") by the Obligor (all such principal, interest, obligations and liabilities, collectively, the "Guaranteed Obligations"). All payments by the Guarantor under this Guaranty, to the extent owing to the Guaranteed Party, shall be made on the same basis as payments by the Obligor under the Agreement(s). This Guaranty is a guaranty of payment and not of collection. Anything herein contained to the contrary notwithstanding, Guarantor's maximum aggregate liability hereunder is and shall be [unlimited] [limited to the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars)].

2. The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment and demand of payment, protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by any Guaranteed Party against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor).

3. The Guaranteed Party may, at any time and from time to time, without the consent of the Guarantor, without incurring responsibility to the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions, take or refrain from taking any and all actions with respect to the Guaranteed Obligations, any Document or any person (including the Obligor) that the Guaranteed Party determines in its sole discretion to be necessary or appropriate.

4. The obligations of the Guarantor under this Guaranty are absolute and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by: (i) any extension, renewal, settlement,

compromise, waiver, discharge or release in respect of any Guaranteed Obligations of the Obligor; (ii) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (iii) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by the Obligor and the Guaranteed Party; (iv) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Obligor or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Obligor or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations; (v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Obligor, the Guaranteed Party or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim; (vi) the invalidity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or any provision of applicable law or regulation purporting to prohibit payment by the Obligor of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations; and (vii) any other act or omission to act or delay of any kind of the Obligor, any other guarantor, the Guaranteed Party or any other corporation or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

5. The Guarantor hereby irrevocably waives (a) any right of reimbursement or contribution, and (b) any right of salvage against the Obligor or any collateral security or guaranty or right of offset held by the Guaranteed Party therefore.

6. The Guarantor will not exercise any rights, which it may acquire by way of subrogation until all Guaranteed Obligations to Guaranteed Party have been paid in full.

7. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Guaranteed Party in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and the Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Guaranteed Party would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice of demand in similar or other circumstances or constitute a waiver of the rights of the Guaranteed Party to any other or further action in any circumstances without notice or demand.

8. This Guaranty shall be binding upon the Guarantor and upon its legal representatives, its successors and assigns and shall inure to the benefit of the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party. The assignment rights of the Guaranteed Party will be in accordance with the terms of the underlying Agreement(s).

9. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party.

10. Guarantor agrees that its liability as guarantor shall continue and remain in full force and effect in the event that all or any part of any payment made hereunder or any obligation or liability guaranteed hereunder is recovered (as a fraudulent conveyance, preference or otherwise) rescinded or must otherwise be reinstated or returned due to bankruptcy or insolvency laws or otherwise.

11. All notices and other communications hereunder shall be made at the addresses by hand delivery (effective upon scheduled weekday delivery day) or telefacsimile (effective upon receipt of evidence, including telefacsimile evidence, that telefacsimile was received)

If to the Guarantor:

**[To Be Completed]**

If to the Guaranteed Party:

Public Service Electric and Gas Company  
Attn: Manager - Energy Supply Administration  
80 Park Plaza, T-18  
Newark, N.J. 07101  
Tel: (973) 430-5860  
Fax:(973) 624-2891

With a copy to:

Public Service Electric and Gas Company  
Attn: General Corporate Counsel  
80 Park Plaza, T5B  
Newark, NJ 07101  
Fax: (973) 642-5033

12. If claim is ever made upon the Guaranteed Party for repayment or recovery of any amount or amounts received in payment or on account of any of the Guaranteed Obligations and the Guaranteed Party repays all or part of such amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such payee or any of its property, or (b) any settlement or compromise of any such claim effected by such payee with any such claimant (including the Guarantor), then and in such event the Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon it, notwithstanding any revocation hereof or the cancellation of the Agreement(s) or other instrument evidencing any liability of the Guarantor, and the Guarantor shall be and remain liable to the Guaranteed Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by any such payee.



13. Guarantor may terminate this Guaranty by providing written notice of such termination to Guaranteed Party and upon the effectiveness of such termination, Guarantor shall have no further liability except with respect to Guaranteed Obligations entered into prior to the time the termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty. No such termination shall be effective until thirty (30) days after receipt by Guaranteed Party of such termination notice.

14. Guarantor represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (ii) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guaranty; (iii) this Guaranty constitutes a valid and legally binding agreement of Guarantor, and is enforceable against Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by general principles of equity; and (iv) the execution, delivery and performance of this Guaranty by Guarantor have been and remain duly authorized by all necessary action and do not contravene any provision of its organizational documents or any law, regulation or contractual restriction binding on it or its assets.

**15. This Guaranty and the rights and obligations of the Obligor and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of New Jersey.**

16. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between Guaranteed Party and Guarantor with respect to subject matter hereof. Guaranteed Party and Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

17. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

**[NAME OF GUARANTOR]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed to:

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Attachment C**

### **IRREVOCABLE STANDBY LETTER OF CREDIT**

**BENEFICIARY:**

PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
80 PARK PLAZA, T18  
NEWARK, NJ 07101

ATTN: MANAGER ENERGY SUPPLY ADMINISTRATION

DATE:

WE HEREBY ISSUE OUR IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. "\_\_\_\_\_" IN YOUR FAVOR FOR AN AGGREGATE AMOUNT OF UP TO "US DOLLARS (\$ \_\_\_\_\_ USD)" BY ORDER OF AND FOR ACCOUNT OF "(APPLICANT NAME)"

AVAILABLE FOR PAYMENT AT OUR COUNTERS AT "\_\_\_\_\_" AGAINST PRESENTATION OF BENEFICIARY'S DRAFT AT SIGHT DRAWN ON "(BANK NAME)" ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

A CERTIFICATE PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PUBLIC SERVICE ELECTRIC AND GAS COMPANY STATING THAT:

1. "PAYMENT IN THE AMOUNT OF \$ \_\_\_\_ IS DUE BENEFICIARY FROM THE ACCOUNT PARTY. PAYMENT HAS BEEN DEMANDED AND NOT PAID IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN AGREEMENT(S) BETWEEN PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND THE ACCOUNT PARTY AND/OR THE PUBLIC SERVICE ELECTRIC AND GAS COMPANY TARIFF THEN IN EFFECT BETWEEN THE PARTIES."

**OR**

2. "PAYMENT IN THE AMOUNT OF \$ \_\_\_\_ [THE ENTIRE UNDRAWN AMOUNT OF THE LETTER OF CREDIT] IS DUE BENEFICIARY FROM THE ACCOUNT PARTY. ACCOUNT PARTY HAS FAILED TO RENEW BY AMENDMENT OR FURNISH A NEW LETTER OF CREDIT OR PROVIDE ALTERNATIVE SECURITY ACCEPTABLE TO THE BENEFICIARY AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO THE EXPIRY DATE OF LETTER OF CREDIT NO. \_\_\_\_."

SPECIAL CONDITIONS:

PARTIAL DRAWINGS ARE PERMITTED.

INVOICES PRESENTED IN EXCESS OF THE AMOUNT OF THIS LETTER OF CREDIT ARE ACCEPTABLE. HOWEVER, IN NO EVENT WILL THE TOTAL VALUE OF THE PAYMENTS EXCEED THE VALUE OF THIS LETTER OF CREDIT.

FAXED OR TELECOPIED DOCUMENT(S) ARE ACCEPTABLE. FAXED DRAWINGS MAY BE ADDRESSED TO "(FACSIMILE NUMBER)", OR TO SUCH OTHER FACSIMILE NUMBER THAT WE SHALL ADVISE YOU IN A WRITING THAT REFERENCES THIS STANDBY LETTER OF CREDIT.

This letter of credit expires at our above office on "expiring date". It is a condition of this letter of credit that it shall be deemed automatically extended without written amendment for one year periods from the present or any future expiry date unless at least sixty (60) days prior to such expiration date, we send the beneficiary notice at the above stated address by overnight courier that we elect not to extend this letter of credit beyond the initial or any extended expiry date.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP"),

EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 14(B), 16(D) AND 36 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN. MATTERS NOT COVERED BY THE UCP SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

WITH RESPECT TO ARTICLE 36 OF THE UCP, IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR, OR BY ANY STRIKES OR LOCKOUTS OR ANY OTHER CAUSE BEYOND OUR CONTROL THAT INTERRUPTS OUR BUSINESS AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY FOR PRESENTATION, THE EXPIRY DATE OF THIS STANDBY LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) BUSINESS DAYS AFTER THE PLACE FOR PRESENTATION REOPENS FOR BUSINESS.

THIS STANDBY LETTER OF CREDIT IS TRANSFERABLE IN WHOLE BUT NOT IN PART, AND WE HEREBY CONSENT TO SUCH TRANSFER PROVIDED, THAT THE NEW BENEFICIARY SHALL NOT BE INCLUDED ON THE LIST OF BLOCKED COUNTRIES OR THE LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS PUBLISHED BY THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE U.S. DEPARTMENT OF TREASURY IN EFFECT AT THE TIME OF THE TRANSFER, BUT OTHERWISE MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY, THE ACCOUNT PARTY AND US. HOWEVER, NO TRANSFER SHALL BE EFFECTIVE UNLESS REQUEST FOR SUCH TRANSFER IS RECEIVED BY US AT OUR OFFICE LOCATED AT ("BANK ADDRESS"), IN CONFORMITY WITH THE TRANSFER PROVISIONS OF THE UCP 500 AND ACCOMPANIED BY A DULY EXECUTED TRANSFER REQUEST SUBSTANTIALLY IN THE FORM OF ANNEX A. ACCOMPANIED BY THE ORIGINAL OF OUR STANDBY LETTER OF CREDIT FOR ENDORSEMENT.

WITH RESPECT TO ARTICLES 14(B) AND 16(D) OF THE UCP, ("BANK NAME") SHALL HAVE A REASONABLE TIME, NOT TO EXCEED THREE (3) BANKING DAYS FOLLOWING THE DAY OF RECEIPT OF THE DOCUMENTS, TO EXAMINE THE DOCUMENTS AND DETERMINE WHETHER TO TAKE UP OR REFUSE THE DOCUMENTS AND TO INFORM THE PARTY FROM WHICH IT RECEIVED THE DOCUMENTS ACCORDINGLY.

WE HEREBY ENGAGE WITH THE BENEFICIARY THAT DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT WILL BE DULY HONORED BY US UPON PRESENTATION TO OURSELVES.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**ANNEX A**

TRANSFER FORM

DATE: \_\_\_\_\_

TO: "BANK NAME"

BANK ADDRESS

RE: BANK NAME  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

LADIES AND GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO: (NAME AND ADDRESS OF TRANSFEREE)

\_\_\_\_\_

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE LETTER OF CREDIT IN ITS ENTIRETY.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN THE LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE LETTER OF CREDIT IS RETURNED HERewith, AND WE WILL ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

YOURS VERY TRULY,

\_\_\_\_\_  
COMPANY NAME (BENEFICIARY)

\_\_\_\_\_  
NAME OF BENEFICIARY'S BANK

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE OF BENEFICIARY)

BY: \_\_\_\_\_  
(NAME/ TITLE OF SIGNER)

## **Attachment D**

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into between Public Service Electric and Gas Company ("PSE&G") and \_\_\_\_\_ ("\_\_\_\_") (hereinafter individually referred to as "Party" or collectively as the "Parties").

WHEREAS, the Parties wish to set forth the terms and conditions by which they will be legally bound regarding the disclosure of information which is confidential, proprietary or generally not available to the public ("Confidential Information").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree to limit the disclosure of Confidential Information, whether in oral, written or physical form, in the manner set forth in this Agreement.

2. For purposes of this Agreement, the term "Furnishing Party" shall mean the Party furnishing to the other Party Confidential Information and desiring to limit the disclosure of said Information in accordance with this Agreement. The term "Receiving Party" shall mean the Party receiving said information from the Furnishing Party and to which the obligations of this Agreement regarding disclosure shall apply.

3. Confidential Information shall specifically include any and all information relating to the design and implementation of Electronic Data Interchange ("EDI") systems, any information exchanged or received as part of EDI testing, and any and all information which is not a matter of public knowledge or record about or concerning any of the Parties' business plans, corporate strategies, pricing of energy services, trade secrets, operations, records, costs, investments, information technology systems, financial, accounting or business procedures or customer data.

4. The Receiving Party shall treat and maintain said information as confidential and shall not for any purpose or in any manner disclose such information to any third party, in whole or in part, without the Furnishing Party's prior written consent.

5. The Receiving Party shall limit the disclosure of Confidential Information to its employees on a "need-to-know basis", and all such employees shall agree to maintain the confidentiality of such Confidential Information in accordance with the terms and conditions of this Agreement.

6. The Receiving Party shall not disclose any Confidential Information to third parties unless, after full and complete consultation, the Furnishing Party expressly consents to said disclosure in writing. The Receiving Party shall not be deemed to have any implied authority to disclose Confidential Information without the Furnishing Party's prior written consent, which shall not be unreasonably withheld. Moreover, the Receiving Party shall require that all third parties to whom Confidential Information is disclosed shall sign a confidentiality agreement in form and substance equivalent to this one.

7. The Receiving Party shall not make any copy or in any way reproduce or excerpt Confidential Information except for purposes as authorized by the Furnishing Party.

8. The Receiving Party shall promptly return Confidential Information at the Furnishing Party's request.

9. The Receiving Party's obligations hereunder are in addition to, and not exclusive of, any and all other obligations and duties owed to the Furnishing Party and shall remain in effect for five (5) years from the date of the receipt of Confidential Information.

10. Nothing herein shall apply to any information which:

- (a) at the time of receipt was already rightfully possessed by the Receiving Party or was already in the public domain;
- (b) after being provided by the Furnishing Party entered the public domain without any action or fault of the Receiving Party;
- (c) is obtained from any individual, firm or entity which had the unrestricted right to disclose it;
- (d) is required to be disclosed under court or governmental order (which requirement the Receiving Party shall use reasonable efforts to avoid or minimize by prior notice to the Furnishing Party and protective order or agreement or otherwise).

11. New Jersey law applies to this Agreement and any disputes arising thereunder resulting in litigation shall be litigated in the courts of New Jersey.

12. This Agreement shall not be changed or altered, except by further written agreement between the parties. This Agreement constitutes the full, complete and only agreement between the parties hereto with respect to the foregoing and supersedes any previous agreements, representations or understandings, either oral or written.

13. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase or sale of products or services by either Party or any commitment by either Party with respect to the present or future marketing of any product or service.

14. A Party shall be liable for any breach of its Agreement by such Party or any of its employees. Either Party's liability under this Agreement shall be limited to the dollar amount of any direct damages caused by intentional misconduct of that Party. Under no circumstances shall the Parties be liable to each other for any special, punitive, incidental, indirect, or consequential loss or damages whatsoever (including lost profits or revenue) for anything arising out of the use, reliance upon, or disclosure of Confidential Information, whether claims for said loss or damages are premised on contract, tort (including negligence), or otherwise.

15. Any action for damages may not be a sufficient remedy for any breach hereof and, therefore, the non-breaching Party shall be entitled to specific performance, injunctive or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy available to the non-breaching Party, but shall be in addition to all other available remedies.

16. Neither of the Parties may assign its rights or obligations hereunder.

IN WITNESS WHEREOF, the Parties have, through their duly authorized representatives, hereto set their respective signatures to this Agreement.

**PSE&G**

\_\_\_\_\_

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Attachment E

### EDI Data Dictionary & Glossary of EDI Terms

<u>Code Number</u>	<u>Definition</u>
<b>814</b>	<b>General request, response or confirmation</b>
814E	Customer Enrollment
814C	Change ( Meter #, Re-route )
814D	Drop ( Customer drops TPS, changes TPS )
814R	Re-instatement ( Customer dropped TPS inadvertently-wants to go back on )
814HU	Historical Usage
814ND	Advance notice to "drop"
<b>810</b>	<b>Invoice between TPS &amp; PSE&amp;G</b>
<b>867</b>	<b>Product transfer &amp; resale report</b>
867 HU	Actual Usage
867 MU	Meter Readings
867 IU	Interval Usage Document
<b>820</b>	<b>Payment Order/Remittance Advice</b>
	Informs TPS payment information
<b>997</b>	<b>Acknowledgement</b>
	Notifies TPS of accepted or failed documents
<b>824</b>	<b>Notification</b>
A13	Other
A76	Account not found
A84	Not supplier of record
A91	Service is not offered at customer's location
ABN	Duplicate request received
ANE	Account not eligible
ANL	Service provider not licensed to provide requested service
API	Information missing
C02	Customer is on credit hold
CMP	Customer locked with ESP
CRI	Bad cross-reference number
DDM	Dates Do Not Match
DIV	Date/time invalid or missing (customer contract effective date)
FRB	Incorrect billing option
FRC	Incorrect Bill Calculation Method
FRF	Bill type mismatch
IVL	SAC in R Loop
IVT	PID in R Loop
NCC	No current charges
NLI	Not Last In
OBW	Missed bill window
R50	Over 50 lines
R60	Over 60 characters
RBT	Over 60-Over50
RNA	Not Authorized

SUM  
008

Charges not equal to total  
Account exists but is not active

## Attachment F

# Glossary of EDI Terms

**Attribute:** Characteristic of data element or segment.

***Mandatory (M):*** A data element/segment requirement designator, which indicates that the presence of a specified data element/segment is required.

***Optional (O):*** A data element/segment requirement designator, which indicates that the presence of a specified data element/segment is at the option of the sending party or is based on the mutual agreement of the interchange parties.

***Conditional (X):*** A data element/segment requirement designator, which indicates that the presence of a specified data element is dependent on the value or presence of other data elements in the segment.

**Data Element:** One or more characters that represent numeric or alphanumeric fields of data. A related group of elements make up a segment.

**Data Element Separator:** A special character used to separate elements in a segment.

**Delimiter:** A special character used to separate fields of data.

**Document:** A transaction set.

**EDI Internet or Internet EDI:** Refers to employing the Internet as the transportation mechanism when sending and receiving Electronic Data Interchange (EDI). In New Jersey also refers to Gas Industry Standards Board (“GISB”) Electronic Delivery Mechanism (EDM).

**EDI Translator:** Computer software used to perform the conversion of application data to and from the X12 standard format.

**EDM:** Electronic Delivery Mechanism

**Electronic Data Interchange (EDI):** The computer application to computer application exchange of business information in a standard format.

**EDI Standard/Format:** A format for transmitting business documents between business entities in a non-proprietary environment.

**Electronic Envelope:** An electronic envelope consists of codes that mark the boundaries of electronic documents. The electronic envelope contains the EDI documents and sender/receiver information.

**Electronic Mailbox:** A term used to refer to the place where an EDI transmission is stored for pick-up or delivery when using a third party service system, such as a Value Added Network

(VAN). A term used to refer to a Uniform Resource Locator (URL) when EDI Internet is employed as the EDI transmission mechanism.

**Functional Acknowledgment:** A transaction set (997) transmitted by the receiver of an EDI transmission to the sender, indicating receipt and syntactical acceptability of data transmitted according to the ASC X12 standards. The functional acknowledgment allows the receiving party to report back to the sending party any problems encountered by the syntax analyzer as the data is interpreted. It is not intended to serve as an acknowledgment of data content.

**GISB:** Gas Industry Standards Board

**Industry Guideline:** Defines the EDI environment for using conventions within an industry. It provides assistance on how to implement the X12 standard. The Utility Industry Group (UIG) establishes Industry Guidelines for the utility industry.

**Interchange Control Structure:** The interchange header and trailer segments envelope one or more functional groups or interchange related control segments and perform the following functions: (1) define the data element separators and the data segment terminators, (2) identify the sender and receiver, (3) provide control information for the interchange, and (4) allow for authorization and security information.

**Internet EDI or EDI Internet:** Refers to employing the Internet as the transportation mechanism when sending and receiving Electronic Data Interchange (EDI). In New Jersey also refers to Gas Industry Standards Board (“GISB”) Electronic Delivery Mechanism (EDM).

**Mapping:** The process of identifying the relationship of standard data elements to application data elements.

**Qualifier:** A data element that identifies or defines a related element, set of elements, or a segment. The qualifier contains a code taken from a list of approved codes.

**Segment:** A combination of related data elements in a specific sequence. A segment consists of a segment identifier, one or more data elements, each preceded by an element separator, and a segment terminator.

**Segment Identifier:** A unique identifier for a segment, composed of a combination of two or three uppercase letters and digits. The segment identifier occupies the first character position of the segment.

**Segment Terminator:** A unique character appearing at the end of a segment to indicate the termination of the segment.

**Trading Partner:** The sending and/or receiving party involved in the exchange of electronic data interchange transmissions.

**Transaction Set:** The EDI term for a business document, such as an invoice.

**Transaction Set ID:** A three digit numerical representation that identifies a transaction set.

**Translation Software:** Software that is used to translate EDI data to a corporate proprietary format and vice versa.

**Value Added Network (VAN):** A service provider providing mailbox access and related services.

**Version/Release:** Identifies the edition of the standard being used for the generation or the interpretation of data in the X12 standard format.

## Attachment G – Meter Reading Schedule

See our website at

<https://nj.myaccount.pseg.com/myservicepublic/energychoiceandthirdpartysuppliers/energychoicedocuments>