



# LEAF RIVER ENERGY CENTER

A New Jersey Resources Company

DATE: February 13, 2024

TIME: 10:00 AM CPT

## **NON-BINDING OPEN SEASON FOR FIRM STORAGE SERVICE (OPEN SEASON POSTING # LREC 0224-02)**

### **Open Season Timeline**

Leaf River Energy Center LLC ("Leaf River") is holding this Non-Binding Open Season ("Open Season") for Firm Storage Service ("FSS") in accordance with Section 6.3.1 of the General Terms and Conditions of its currently effective FERC Gas Tariff (the "Tariff"), commencing at 10:00 AM Central Prevailing Time ("CPT") on Tuesday, February 13, 2024, and ending at 4:00 PM CPT on Tuesday, February 20, 2024 (the "Open Season Period"). Unless otherwise indicated, capitalized terms that are used but not defined herein shall have the meanings ascribed to such terms in the Tariff. Leaf River has determined that it is able to offer additional FSS as a result of its periodic efforts to reclaim certificated storage capacity reduced by salt creep. As such, Leaf River is conducting this Open Season to solicit interest in commitments for such FSS. Leaf River will engage bidders to negotiate mutually acceptable terms on a not unduly discriminatory basis.

### **Service Offering**

Leaf River is soliciting interest in FSS under rate schedule FSS of up to 750,000 Dth of Maximum Storage Quantity ("MSQ"), up to 5,000 Dth/d of Maximum Daily Injection Quantity ("MDIQ") and up to 25,000 Dth/d of Maximum Daily Withdrawal Quantity ("MDWQ"). The FSS offering includes ratchets on injections and withdrawals pursuant to Section 5.1.9 of the Tariff. Leaf River is seeking a maximum term of one year, beginning April 1, 2024, and continuing through March 31, 2025.

### **Submission of Bids**

In order to be considered eligible to be awarded capacity following this Open Season, each potential Customer must submit a bid utilizing the attached Bid Form or in another format that contains at least all of the information requested in the Bid Form. All bids should refer to the Open Season Posting Number set forth above.

Bidders may request existing receipt or delivery point(s) which are subject to availability.

Parties interested in this capacity should submit the Open Season Bid Form via e-mail to [LeafRiverMarketing@njresources.com](mailto:LeafRiverMarketing@njresources.com). Any bidder may confirm Leaf River's receipt of its bid by contacting the representative below between 8 A.M. and 5 P.M. CPT, Monday through Friday (unless such day is not a working day).

### **Bid Evaluation Procedures**

All bids for the capacity received during this Open Season will be evaluated to determine the highest economic value to Leaf River in a not unduly discriminatory manner. Leaf River reserves the right to accept any one bid or combination of bids that will result in the highest economic value to it in a not unduly discriminatory manner for the

capacity. Leaf River reserves the right to assign additional economic value to bids tied to pre-existing MSQ commitments or term extensions and reservation rate increases for existing contracts or other factors that enhance, or Leaf River determines are likely to enhance, the overall economic value to Leaf River.

After the Open Season concludes, Leaf River representatives will contact all bidders who submit valid bids and are awarded capacity to finalize the terms upon which service will be provided.

No request for service shall be binding on Leaf River unless and until duly authorized representatives of both the bidder and Leaf River have executed a binding service agreement. Leaf River reserves the right to reject any bidder's valid bid, in the event a duly authorized representative of such bidder has not executed a binding agreement within 30 days of the close of the Open Season or within a period mutually agreed to by the bidder and Leaf River, on a not unduly discriminatory basis.

### **Creditworthiness**

The terms and conditions governing Leaf River creditworthiness requirements are set forth in Section 6.31 of the Tariff's General Terms and Conditions. Any bidder desiring to request FSS under this Open Season may be required to provide Leaf River with a completed credit application form or otherwise have sufficient credit established to support a new contract.

### **Reservations**

Without limiting or waiving any other rights that Leaf River may have with respect to this Open Season, Leaf River reserves the following rights:

1. To decline to proceed with any portion of the Open Season.
2. To reject any bid which (i) may detrimentally impact the operational integrity of Leaf River's facility, (ii) yields an economic value that is unacceptable to Leaf River, (iii) does not satisfy all of the terms of this Open Season, (iv) does not contain all of the required information specified in this Open Season, (v) contains terms and conditions other than those contained in Leaf River's FERC Gas Tariff, and/or (vi) does not meet Leaf River's creditworthiness requirements set forth in Section 6.31 of the Tariff's General Terms and Conditions.
3. At any time during this Open Season, upon notice and in its sole discretion, to terminate this Open Season, to extend the Open Season Period, or to modify this Open Season.
4. To negotiate directly with bidders that submitted valid bids in this Open Season and mutually agree to modify terms and conditions of such bids.
5. To reject bids received after the Open Season Period.
6. To award capacity to mutually agreeable alternate receipt or delivery points.
7. To award capacity for a quantity less than the bid quantity, if sufficient capacity is not available to award the entire bid quantity.

### **For questions and/or further information, please contact:**

Tim Shea (732) 567-3035

Garrison Fick (281) 798-3229

E-mail [LeafRiverMarketing@njresources.com](mailto:LeafRiverMarketing@njresources.com)