



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF COGEN TECHNOLOGIES)	DECISION AND ORDER
LINDEN VENTURE, L.P., PUBLIC SERVICE ELECTRIC)	APPROVING STIPULATION
AND GAS COMPANY, AND ELIZABETHTOWN GAS)	TO EXTEND INTERIM
FOR (1) MOTION FOR PROTECTIVE ORDER AND)	OPERATING AGREEMENT
EXEMPTION FROM PUBLIC DISCLOSURE OF)	
CONFIDENTIAL INFORMATION; AND (2) APPROVAL)	
OF GAS SERVICE AGREEMENT BETWEEN COGEN)	
TECHNOLOGIES LINDEN VENTURE, L.P. AND)	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY)	
AND ELIZABETHTOWN GAS)	
)	DOCKET NO. GM12100970

Parties of Record:

Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel
Mary Patricia Keefe, Esq., for Petitioner, Elizabethtown Gas
Matthew Weissman, Esq., for Petitioner, Public Service Electric and Gas

BY THE BOARD¹:

By Order dated March 27, 1991, under Docket No. GM90090949, the New Jersey Board of Public Utilities ("Board") approved a Gas Service Agreement ("GSA") between Cogen Technologies, Linden Venture, L.P. ("Linden Cogen" or "Buyer"), Public Service Electric and Gas Company ("PSE&G") and Elizabethtown Gas ("E'Town" and together with PSE&G, "Sellers"). Under the terms of the GSA, Linden Cogen constructed a 614 MW combined cycle gas fired cogeneration facility at the Conoco Phillips Refinery in Linden, New Jersey. The facility commenced operation in 1992. Linden Cogen has a power sales contract with Consolidated Edison Company ("Con Ed").

Under the GSA, under certain enumerated circumstances, PSE&G and E'Town are permitted to interrupt service to Linden Cogen and retain the gas otherwise deliverable to Linden Cogen for

¹ Commissioner Upendra J. Chivukula recused himself due to a potential conflict of interest and as such took no part in the discussion or deliberation of this matter.

use by firm Basic Gas Supply Service ("BGSS") customers on their respective systems. Since Linden Cogen is contractually obligated to serve Con Ed on a firm basis throughout the year, the GSA includes provisions requiring Linden Cogen to store butane near its facility for use during interruptions of gas supply to the facility. The GSA as originally approved required Linden Cogen to: (1) maintain a 100,000-barrel storage facility; (2) fill the facility prior to the beginning of each winter; and (3) refill the facility twice each winter on a schedule determined by Sellers.

By Order dated November 20, 2012, the Board approved a joint petition of PSE&G, E'Town and Linden Cogen ("the Petitioners") modifying the GSA under an Interim Operating Agreement ("IOA"). The IOA provided for the modification of Linden Cogen's obligation to utilize butane service during an interruption under the GSA. The IOA included the following provisions:

- a. The requirement for two additional re-fillings of butane would not apply during the 2012-2013 winter season.
- b. Instead of purchasing and storing 100,000 barrels of butane prior to the winter season, Buyer would be permitted to acquire the butane supply from Conoco Phillips on an as-needed basis.
- c. During interruptions, Sellers could elect to require the Buyer to use butane (up to 100,000 barrels during the winter season) or direct Buyer to deliver natural gas to PSE&G's city gate and use "Transportation Service" provided by Sellers to deliver the gas to the Linden Cogen facility.
- d. Transportation service would be provided at the rate for TSG-NF service set forth in PSE&G's tariff with the resulting revenues to be shared by PSE&G and E'Town on an 80%/20% basis.

By letter dated November 15, 2012, the New Jersey Division of Rate Counsel ("Rate Counsel") submitted its comments. Rate Counsel did not object to the proposed modification to the GSA. Rate Counsel requested that the Board's approval of the modification to the GSA should be subject to several conditions including that future requests to modify the GSA be filed with the Board sufficiently in advance of the proposed effective date to allow for more complete review.

The Board's November 20, 2012 Order found that approval of the modification of the GSA could produce benefits, not only to the Petitioners but to the public by potentially reducing pollutants and increasing the contribution to PSE&G's and E'Town's systems for the benefit of their BGSS customers. The November 20, 2012 Order concluded that the IOA was in accordance with the law and not contrary to the public interest. That Order specified that the IOA would be effective through March 31, 2013, and required the Petitioners to file notice with the Secretary of the Board by March 1, 2013 if they wished to extend the IOA beyond March 31, 2013.

In a subsequent Order dated October 16, 2013 ("October 2013 Order"), the Board approved an extension of the IOA for a term ending on March 31, 2014. The October 2013 Order additionally required the Petitioners to file notice with the Secretary of the Board by March 1, 2014 if they wished to extend the IOA beyond March 31, 2014.

The Petitioners provided that notification on February 27, 2014, indicating that they wished to continue the IOA through March 31, 2015. The Petitioners submitted a proposed amendment to the IOA on June 18, 2014, memorializing their intent to extend the IOA under the same terms as

previously approved by the Board, followed on June 27, 2014, by a copy of the agreement executed by the Petitioners. A stipulation was reached among the Petitioners, Rate Counsel and Staff that recommends the Board approve the requested extension of the IOA through March 31, 2015. In the stipulation, it was further agreed that should Sellers and Buyer wish to extend the IOA beyond March 31, 2015, they will file notice with the Secretary of the Board by March 1, 2015, and that any further modification requests will be filed by June 1, immediately preceding the relevant winter season. The stipulation also provides that information regarding the impact of the IOA on PSE&G's and E'Town's BGSS customers may be requested within the context of future proceedings.

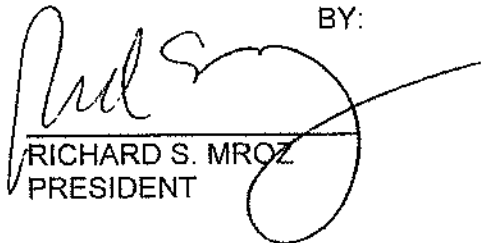
DISCUSSION AND FINDINGS

Having reviewed Petitioners' filing and remaining persuaded of the potential benefits of the IOA as determined in the November 20, 2012 Order, the Board **HEREBY FINDS** that the IOA is in accordance with law and is not contrary to the public interest, and **HEREBY FINDS** the terms and conditions contained in the IOA to be reasonable. Accordingly, the Board **HEREBY APPROVES** the extension of the IOA for Butane Service between Linden Cogen, PSE&G and E'Town effective as of October 31, 2014 for a term ending on March 31, 2015. Should the Petitioners determine that they wish to extend the IOA beyond that date, the Parties are **HEREBY DIRECTED** to file notice with the Secretary of the Board by March 1, 2015, with any future modification requests filed no later than June 1, immediately preceding the relevant winter season.

This Order shall be effective as of October 31, 2014.

DATED: 10/22/14

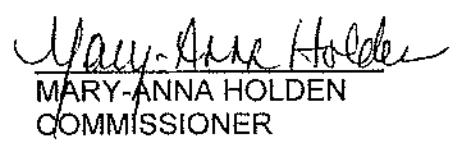
BOARD OF PUBLIC UTILITIES
BY:



RICHARD S. MROZ
PRESIDENT



JOSEPH L. FIORDALISO
COMMISSIONER

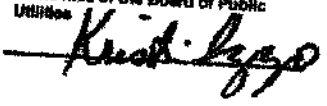


MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER

ATTEST: 
KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities


IN THE MATTER OF COGEN TECHNOLOGIES LINDEN VENTURE, L.P., PUBLIC SERVICE ELECTRIC AND GAS COMPANY, AND ELIZABETHTOWN GAS FOR (1) MOTION FOR PROTECTIVE ORDER AND EXEMPTION FROM PUBLIC DISCLOSURE CONFIDENTIAL INFORMATION; AND (2) APPROVAL OF GAS SERVICE AGREEMENT BETWEEN COGEN TECHNOLOGIES LINDEN VENTURE, L.P. AND PUBLIC SERVICE ELECTRIC AND GAS COMPANY AND ELIZABETHTOWN GAS

DOCKET NO. GM12100970

SERVICE LIST

<p>Matthew M. Weissman, Esq. General Regulatory Counsel-Rates PSEG Services Corporation 80 Park Plaza-T5 Newark, NJ 07102</p> <p>Mary Patricia Keefe, Esq. Vice President, Regulatory Affairs Elizabethtown Gas 300 Connell Drive, Suite 3000 Berkeley Heights, NJ 07922</p> <p>Stefanie A. Brand, Esq., Director State of New Jersey Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003</p> <p>Felicia Thomas-Friel, Esq. State of New Jersey Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003</p> <p>Lisa Gurkas State of New Jersey Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003</p> <p>Sara Steindel, Esq. State of New Jersey Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003</p>	<p>Jerome May, Director Division of Energy State of New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Rosalie Serapiglia, Manager Division of Energy State of New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Kristi Izzo, Secretary State of New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Megan Lupo, Esq. State of New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Caroline Vachier, DAG Division of Law 124 Halsey Street Post Office Box 45029 Newark, NJ 07101-45029</p>
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	<p>Babette Tenzer, DAG Division of Law 124 Halsey Street Post Office Box 45029 Newark, NJ 07101-45029</p> <p>Alex Moreau, DAG Division of Law 124 Halsey Street Post Office Box 45029 Newark, NJ 07101-45029</p> <p>David Wand, DAG Division of Law 124 Halsey Street Post Office Box 45029 Newark, NJ 07101-45029</p>
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Matthew M. Weissman
General Regulatory Counsel - Rates

Law Department
PSEG Services Corporation
80 Park Plaza - T5, Newark, New Jersey 07102-4194
tel : 973-430-7052 fax: 973-430-5983
email: matthew.weissman@pseg.com



October 9, 2014

In the Matter of Cogen Technologies Linden Venture, L.P.,
Public Service Electric and Gas Company, and
Elizabethtown Gas Company for (1) Motion for Protective Order and
Exemption From Public Disclosure of Confidential Information; and
(2) Approval of Gas Service Agreement Between
Cogen Technologies Linden Venture, L.P. ("Buyer") and
Public Service Electric and Gas Company and
Elizabethtown Gas Company ("Sellers")

BPU Docket No. GM12100970

VIA ELECTRONIC MAIL & OVERNIGHT MAIL

Kristi Izzo, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, New Jersey 08625

Dear Secretary Izzo:

I am enclosing ten copies of the fully executed Stipulation in the above-referenced matter endorsing the attached Amendment to the Interim Operating Agreement ("IOA") between Cogen Technologies, Linden Venture, L.P. ("Buyer") and Public Service Electric and Gas Company and Elizabethtown Gas Company ("Sellers"). Pursuant to the Amendment, the term of the IOA shall be extended for an additional winter season (through March 31, 2015) upon entry of a Board Order approving the Stipulation by November 1, 2014.

Thank you very much for your cooperation. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in blue ink that reads "Matthew Weissman".

Attachments
Email Only

C Paul Flanagan, Executive Director
Jerome May, BPU Director, Div. of Energy
Stefanie Brand, Esq., New Jersey Division of Rate Counsel
Sarah Steindel, Esq., New Jersey Division of Rate Counsel
Thomas Fogarty, Cogen Technologies, Linden Venture, L.P.
Mary Patricia Keefe, Esq., Elizabethtown Gas Company

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF COGEN TECHNOLOGIES)	STIPULATION TO EXTEND
LINDEN VENTURE, L.P., PUBLIC SERVICE)	INTERIM OPERATING
ELECTRIC AND GAS COMPANY, AND)	AGREEMENT
ELIZABETHTOWN GAS COMPANY FOR)	
(1) MOTION FOR PROTECTIVE ORDER AND)	
EXEMPTION FROM PUBLIC DISCLOSURE OF)	BPU Dkt. No. GM12100970
CONFIDENTIAL INFORMATION; AND)	
(2) APPROVAL OF GAS SERVICE)	
AGREEMENT BETWEEN COGEN)	
TECHNOLOGIES LINDEN VENTURE, L.P.)	
("BUYER") AND PUBLIC SERVICE ELECTRIC)	
AND GAS COMPANY AND ELIZABETHTOWN)	
GAS COMPANY ("SELLERS"))	

APPEARANCES:

Matthew M. Weissman, General Regulatory Counsel - Rates, for the Petitioner, Public Service Electric and Gas Company

Mary Patricia Keefe, Vice President, Regulatory Affairs, Pivotal Utility Holdings, Inc., d/b/a Elizabethtown Gas

Felicia Thomas-Friel, Esq., Deputy Rate Counsel, Division of Rate Counsel; **Sarah H. Steindel, Esq.**, Assistant Deputy Rate Counsel, Division of Rate Counsel

Alex Moreau and T. David Wand, Deputy Attorneys General, for the Staff of the New Jersey Board of Public Utilities (John J. Hoffman, Acting Attorney General of New Jersey)

By Order dated March 27, 1991 under BPU Docket No. GM90090949, the New Jersey Board of Public Utilities ("Board") approved a Gas Service Agreement ("GSA") between Cogen Technologies, Linden Venture, L.P. ("Linden Cogen" or "Buyer") and Public Service Electric and Gas Company ("PSE&G") and Elizabethtown Gas Company

("E'town" and with PSE&G, "Sellers"). Under the terms of the GSA, Linden Cogen constructed a 614 MW combined cycle gas fired cogeneration facility at the Conoco Phillips Refinery in Linden, New Jersey. The cogeneration facility commenced operation in or about May 1992, and produces both electricity and steam. Linden Cogen has a power sales contract with Consolidated Edison Company ("Con Ed").

Under the GSA, PSE&G and ETG are permitted to interrupt service to Linden Cogen, and retain the gas for use by firm Basic Gas Supply Service ("BGSS") customers on their respective systems. Since Linden Cogen is contractually obligated to continue to deliver the electric output of the facility to Consolidated Edison Company ("Con Ed") on cold winter days, the GSA includes provisions requiring Linden Cogen to store butane at the Conoco Phillips' Linden Plant, which is located near the cogeneration facility, for use during interruptions of gas supply to the facility. The GSA required Linden Cogen to (1) maintain a 100,000-barrel storage facility, (2) fill the facility prior to the beginning of each winter, and (3) refill the facility twice more each winter on a schedule determined by the Sellers.

In a Petition filed on October 22, 2012, the PSE&G, E'town and Linden Cogen (the "Parties") stated that the foregoing provisions were problematic. For Linden Cogen, acquiring the butane was expensive, and switching from natural gas to butane during cold weather can be difficult. For the Sellers, the need to specify butane delivery dates prior to the winter season resulted in less flexible interruption criteria. The Parties therefore

requested approval of a modification of the GSA as set forth in an Interim Operating Agreement (“IOA”) executed by the Buyer and Sellers. The IOA provided, among other things, for the modification of Linden Cogen’s obligation to provide butane service under the GSA. The IOA included the following provisions:

- a. The requirement for two additional re-fillings of butane would not apply during the 2012-13 winter season.
- b. Instead of purchasing and storing 100,000 barrels of butane prior to the winter period, Buyer would be permitted to acquire the butane supply from Conoco Phillips on an as-needed basis.
- c. During interruptions, Sellers could elect to require the Buyer to use butane (up to 100,000 barrels during the winter season) or could direct Buyer to deliver natural gas to PSE&G’s citygate and use “Transportation Service” provided by the Sellers to deliver the gas to the cogeneration facility.
- d. Transportation Service would be provided at the rate for TSG-NF service set forth in PSE&G’s tariff, with the resulting revenues to be shared by PSE&G and E’town on an 80%/20% basis.

In a subsequent Order dated November 20, 2012 in Docket No. GM12100970 (“November 2012 Order”), the Board approved the requested modification.

The IOA approved by the Board specified that it will be effective through March 31, 2013. In a subsequent Order in this docket dated October 16, 2013 (the “October

2013 Order”), the Board approved an extension of the IOA for an additional winter season, that is, for a term ending on March 31, 2014 (the “First Amendment”). In the October 2013 Order the Board further provided that “[s]hould the Petitioners determine that they wish to extend the IOA beyond [March 31, 2014], the Parties are **HEREBY DIRECTED** to file notice with the Secretary of the Board by March 1, 2014.”

On February 27, 2014 PSE&G, E’town and Linden Cogen provided notification to the Board and the New Jersey Division of Rate Counsel (“Rate Counsel”) that they had mutually determined to continue the term of the IOA for an additional winter season, through March 31, 2015. On June 18, 2014, also in accordance with the Board’s October 2013 Order, the parties submitted to the Board and Rate Counsel a form of an Amendment to the IOA (the “Second Amendment”) that the parties had agreed to, the sole impact of which is to continue the term of the IOA for an additional winter season, through March 31, 2015, subject to Board approval of that continuation by November 1, 2014.

In their June 18, 2014 submission, PSE&G and E’town requested that the Board accept for review and approve by November 1, 2014 the Second Amendment extending the term of the Interim Operating Agreement. On June 27, 2014, the parties submitted to the Board and Rate Counsel a fully-executed version of the Second Amendment. A copy of the executed Second Amendment is attached as Exhibit A.

In connection with First Amendment discussed above, Rate Counsel propounded discovery in this matter, to which PSE&G responded on August 29, 2013. In connection with the Second Amendment, PSE&G has supplemented the information provided in its August 2013 discovery responses.

NOW THEREFORE, THE UNDERSIGNED STIPULATE AND AGREE AS FOLLOWS:

- 1) The parties stipulate and request that the Board approve the Second Amendment extending the term of the IOA for an additional winter season, through March 31, 2015.
- 2) The parties further agree that, should Sellers and Buyer determine that they wish to extend the IOA beyond March 31, 2015, they will file notice with the Secretary of the Board by March 1, 2015, and, further, that any future modification requests will be filed no later than June 1 immediately preceding the relevant winter season for which the modification is requested.
- 3) The parties further agree that information regarding the impact of the IOA on PSE&G's and E'Town's BGSS customers may be requested within the context of future proceedings, as appropriate, including the respective BGSS proceedings filed by PSE&G and E'Town.
- 4) The parties further agree that a Board Order approving this Stipulation will become effective upon the service of said Order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.

- 5) The undersigned parties further agree that this Stipulation has been made exclusively for the purpose of this proceeding and that this Stipulation, in total or specific item, is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation for approval of the Second Amendment extending the term of the IOA.

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

BY: Matthew Weissman
Matthew M. Weissman, Esq.
General Regulatory Counsel - Rates

Dated: October 8, 2014

DIVISION OF RATE COUNSEL
STEFANIE A. BRAND, DIRECTOR

BY: Sarah H. Steindel
Sarah H. Steindel, Esq.
Assistant Deputy Rate Counsel

Dated: October 9, 2014

JOHN J. HOFFMAN ACTING ATTORNEY
GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

BY: T. David Wand
T. David Wand
Deputy Attorney General

Dated: October 8, 2014

PIVOTAL UTILITY HOLDINGS, INC.
d/b/a ELIZABETHTOWN GAS

BY: _____
Mary Patricia Keefe, Esq.
Vice President, Regulatory Affairs

Dated: October __, 2014

- 5) The undersigned parties further agree that this Stipulation has been made exclusively for the purpose of this proceeding and that this Stipulation, in total or specific item, is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation for approval of the Second Amendment extending the term of the IOA.

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

BY: Matthew Weissman
Matthew M. Weissman, Esq.
General Regulatory Counsel – Rates

Dated: October 8, 2014

DIVISION OF RATE COUNSEL
STEFANIE A. BRAND, DIRECTOR

BY: _____
Sarah H. Steindel, Esq.
Assistant Deputy Rate Counsel

Dated: October __, 2014

JOHN J. HOFFMAN ACTING ATTORNEY
GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

BY: _____
T. David Wand
Deputy Attorney General

Dated: October __, 2014

PIVOTAL UTILITY HOLDINGS, INC.
d/b/a ELIZABETHTOWN GAS

BY: Mary Patricia Keefe
Mary Patricia Keefe, Esq.
Vice President, Regulatory Affairs

Dated: October 8, 2014

EXHIBIT A

SECOND AMENDMENT TO

INTERIM OPERATING AGREEMENT

FOR BUTANE SERVICE

BETWEEN

COGEN TECHNOLOGIES LINDEN VENTURE, L.P.

(BUYER)

AND

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

AND

PIVOTAL UTILITY HOLDINGS, INC. d/b/a ELIZABETHTOWN GAS

(SELLERS)

This Second Amendment (the "Amendment") modifies the INTERIM OPERATING AGREEMENT FOR BUTANE SERVICE ("Agreement") dated October 22, 2012 and amended on or about July 12, 2013 between COGEN TECHNOLOGIES LINDEN VENTURE, L.P., hereinafter referred to as "Buyer", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY ("PSE&G") and PIVOTAL UTILITY HOLDINGS, INC. d/b/a ELIZABETHTOWN GAS ("Elizabethtown"), hereinafter jointly referred to as "Sellers", and Buyer and Sellers hereinafter jointly referred to as the "Parties".

The effective date of this Amendment is June 19th, 2014 (the "Effective Date").

WITNESSETH:

WHEREAS, pursuant to and in accordance with the terms of the Agreement, the Parties wish to amend the above-referenced Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree that the following changes to the Agreement are made as of, and only apply on and after, the Effective Date of this Amendment:

1. **Amendment of Section 1.** Section 1 of the Agreement is hereby amended to provide as follows:

1. **Suspension and Modification of Certain Butane-Related Obligations.** Buyer and Sellers mutually agree to suspend the requirement for the additional two (2) butane refillings for the upcoming winter season of 2012-2013, for the following winter season of 2013-2014, and for the following winter season of 2014-2015, pursuant to paragraph 3.4 of the GSA. During the term of this Operating Agreement, the provisions of paragraphs 2.1(d) and 4.4 of the GSA relating to Buyer's acquisition of and payment for the additional two (2) refillings of butane supplies shall not apply. Buyer, in its sole discretion, may elect to purchase some or all of the initial 100,000 barrel butane supply from Conoco Phillips on an as-needed basis instead of purchasing and storing such supplies prior to November 15, 2012 for the winter season of 2012-2013, prior to November 15, 2013 for the winter season of 2013-2014, and prior to November 15, 2014 for the winter season of 2014-2015; provided, however, that such election shall not alter Buyer's obligation to utilize up to 100,000 barrels of Butane Service if requested by Sellers in accordance with paragraphs 3.4 and 3.13 of the GSA and paragraph 3 of this Operating Agreement. Other than as specifically stated herein, all other GSA provisions relating to the Butane Service remain applicable.

2. **Amendment of Section 5.** Section 5 of the Agreement is hereby amended to provide as follows:

5. **Term.** This Operating Agreement will be effective from the date of execution through March 31, 2015, subject to the approval of the New Jersey Board of Public Utilities ("NJBPBU"). In the event that the NJBPBU has not issued a signed order approving this Operating Agreement by December 1, 2012, this Operating Agreement will not take effect and shall be deemed null and void. In the event that the NJBPBU has not issued a signed order approving the extension of this Operating Agreement through March 31, 2014 by November 1, 2013, this Operating Agreement shall not take effect and shall be deemed null and void with respect to the winter season of 2013-2014. In the event that the NJBPBU has not issued a signed order approving the extension of this

Operating Agreement through March 31, 2015 by November 1, 2014, this Operating Agreement shall not take effect and shall be deemed null and void with respect to the winter season of 2014-2015.

3. **Entire Agreement.** Except as provided in this Amendment, all other provisions of the Agreement remain unchanged. This Amendment constitutes the full, complete and only agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes any course of performance, course of dealing, usage of trade, previous agreements, representations or understandings, either oral or written, between the Parties. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Amendment shall be effective unless in writing.
4. **Authority to Sign.** The signatories hereto represent that they are authorized to enter into this Amendment on behalf of the Party for which they sign.
5. **Counterparts.** This Amendment may be executed in counterparts, which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date set forth above.

SELLERS:

**PUBLIC SERVICE ELECTRIC AND
GAS COMPANY**

WITNESS:

Bernadette Purtes

By:

J. H. Carlin
Title: Vice President - AMCS

WITNESS:

**PIVOTAL UTILITY HOLDINGS, INC.,
d/b/a/ ELIZABETHTOWN GAS**

[Signature]

By:

Mary Patricia Keefe
Title:

**Mary Patricia Keefe
Vice President, Regulatory Affairs**

BUYER:

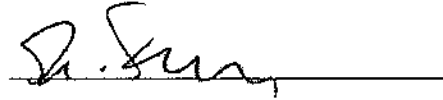
COGEN TECHNOLOGIES LINDEN VENTURE, L.P.

By: East Coast Power Linden Holding, LLC

Its: General Partner



WITNESS:



By: VIMAL CHAUHAN

Title: Vice President

STATE OF NEW JERSEY, COUNTY OF ESSEX, ss.

On this the 27 day of June, 2014, before me, Bernadette Curtis, the undersigned officer, personally appeared Jorge Cardenas, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that Public Service Electric and Gas Company, executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Bernadette A. Curtis
Notary

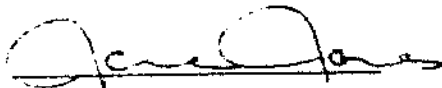
Notary Public in and for the State of New Jersey.

BERNADETTE A. CURTIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/8/2018

STATE OF NEW JERSEY, COUNTY OF UNION, ss

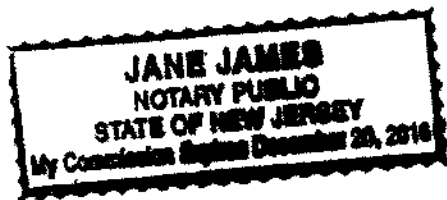
On this the 18th Day of June, 2014, before me, Jane James, the undersigned officer, personally appeared MARY PATRICIA KEEFE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that Pivotal Utility Holdings, Inc., d.b/a Elizabethtown Gas, executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Notary

Notary Public in and for the State of New Jersey.



STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, ss.

On this the 19 day of June, 2014, before me, Elizabeth R. Harkin the undersigned officer, personally appeared Vincent Chauhan known to me to be the person whose name is subscribed to the within instrument, and acknowledged that East Coast Power Linden Holding, L.L.C., as General Partner of Cogen Technologies Linden Venture, L.P., executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Elizabeth R. Harkin
Notary

Notary Public in and for the State of Connecticut.

5-31-2017