

Adelphia Gateway, LLC
Adelphia Project

DOCKET No. CP18-____-000

Exhibit A

Articles of Incorporation and Bylaws

**OPERATING AGREEMENT
OF
ADELPHIA GATEWAY, LLC**

This Operating Agreement (the “*Agreement*”) dated as of December 1, 2017, of Adelpia Gateway, LLC (the “*Company*”) is made and entered into by NJR Pipeline Company, a New Jersey corporation (the “*Member*”).

NOW, THEREFORE, the Member, intending to be legally bound, hereby agrees as follows:

1. **Formation.** The Company has been organized as a Delaware limited liability company by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et seq., as amended from time to time (the “*Act*”).

2. **Name.** The name of the Company is “Adelpia Gateway, LLC.”

3. **Purpose.** The purposes of the Company are to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

4. **Member.** The sole Member is NJR Pipeline Company.

5. **Term.** The term of existence of the Company shall continue indefinitely.

6. **Management.** The business and affairs of the Company shall be managed by the Member. Voting power shall be vested solely in the Member, and all matters requiring a vote pursuant to this Agreement or the Act shall be determined by the vote of the Member. Only the Member and agents of the Company authorized by the Member, including any officers of the Company, shall have the authority to bind the Company. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company, including, without limitation, the appointment of officers of the Company and the delegation of duties and responsibilities to such officers. Any officer so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. Unless the Member decides otherwise, if the officer’s title is one commonly used for offices of a business corporation, the assignment of such title shall constitute the delegation of the authority and duties customarily associated with such title to such officer by the Member. Any number of offices may be held by the same person. Any officer appointed by the Member may be removed as such, either with or without cause, by the Member. Any vacancy occurring in any office of the Company may be filled by the Member.

7. **Title to Company Property.** All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

8. **Distributions.** Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

9. **Elections.** The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10. **Transferability of Membership Interest.** The interest of the Member in the Company is transferable either voluntarily or by operation of law. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, encumber or otherwise transfer (whether absolutely or as security) all of a portion of the interest of the Member in the Company. Upon the transfer of the interest of the Member in the Company, the transferee shall be admitted as a Member at the time of the transfer and shall obtain all of the rights appurtenant to being a Member of the Company.

11. **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member.

12. **Liability of the Members.** The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, director, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not, by itself, be grounds for imposing personal liability on the Member for liabilities of the Company.

13. **Indemnification.** The Company shall indemnify and hold harmless the Member and any officer, employee or agent of the Company for all reasonable costs, losses, liabilities and damages (including attorney's fees) paid or accrued by the Member (either as a Member or as agent) or any such officer, employee or agent in connection with the business of the Company (including by reason of the fact that such person is serving at the request of the Company as a director, officer, employee or agent of another corporation or entity), to the fullest extent provided or allowed by the laws of the State of Delaware. In addition, the Company shall advance or reimburse costs of defense of any proceeding (including attorney's fees) to the Member or any such officer, employee or agent upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company. The determination that indemnification under this paragraph is permissible, and of the reasonableness of expenses and attorney's fees, shall be determined by the Member. The right to be indemnified or to the reimbursement or advancement of expenses hereunder (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Company and such indemnified person, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, (iii) shall continue to exist after any elimination of or amendment to this paragraph 13 with respect to events occurring prior thereto, and (iv) and shall not be deemed exclusive of any other rights to which any person claiming indemnification hereunder may be entitled. The Company may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this paragraph.

14. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written direction of the Member, and (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act. The death, retirement, insanity, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

15. **Conflicts of Interest.** Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interest of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending the money to or transacting business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

16. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without reference to the conflict of law rules of that or any other jurisdiction.

17. **Entire Agreement.** This Agreement represents the entire agreement by the Member.


18. **Amendment.** This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

19. **Rights of Creditors and Third Parties.** This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

The undersigned, intending to be legally bound hereby, have executed this Operating Agreement as of the date first above written.

NJR PIPELINE COMPANY

By: 
Richard Reich
Corporate Secretary

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Adelphia Gateway, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street),
in the City of Wilmington, Zip Code 19808. The
name of the Registered Agent at such address upon whom process against this limited
liability company may be served is Corporation Service Company

By: 
Authorized Person

Name: James W. Kent
Print or Type