

**TOWNSHIP OF STILLWATER
COUNTY OF SUSSEX
STATE OF NEW JERSEY**

ORDINANCE 2026-09

**AN ORDINANCE TO AMEND, REVISE AND
SUPPLEMENT THE TOWNSHIP CODE OF THE
TOWNSHIP OF STILLWATER, COUNTY OF SUSSEX,
STATE OF NEW JERSEY, BY CREATING A NEW
CHAPTER 212 OF THE TOWNSHIP CODE ENTITLED
"GAS FRANCHISE"**

WHEREAS, Elizabethtown Gas Company (formerly known as NUI Corporation), a corporation of the State of New Jersey and a public utility subject to the jurisdiction of the New Jersey Board of Public Utilities has sought Municipal Consent to construct, maintain, and operate gas lines for the distribution of natural and mixed gas throughout Stillwater Township; and,

WHEREAS, the Township of Stillwater has received, reviewed and considered additional information provided by Elizabethtown Gas and its request to adopt the Township's Municipal Consent Ordinance; and,

WHEREAS, the Township Committee has determined that it is reasonable and necessary for Elizabethtown Gas to provide construction, maintenance and operation of a gas line for the distribution of natural and mixed gas in the entire Township; and,

WHEREAS, the Township of Stillwater desires to extend the Municipal Consent to Elizabethtown Gas;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Committee of the Township of Stillwater, County of Sussex, State of New Jersey as follows:

Section I. Grant of Municipal Consent.

Pursuant to N.J.S.A., 48:3-11, the Mayor and Township Committee of the Township of Stillwater hereby grants Elizabethtown Gas Company, a Corporation of the State of New Jersey (hereinafter "Elizabethtown Gas"), with principal offices located at 520 Green Lane, Union, New Jersey 07083, its successors and assigns, a nonexclusive consent, right and privilege for the use, without impairment of, or obstruction to the public use, of the roads, streets, parks, avenues, ways, and other public places of the Township of Stillwater to construct, lay, maintain and operate for a period of fifty (50) years, the necessary mains, conductors, pipes and concomitant appurtenances for the purpose of conveying, storing, supplying and distributing natural and mixed gas for heat, power, light and other purposes for public and private use and consumption, along in, or under the following described Service Area: all of the streets, avenues, alleys, parks, parkways, highways, or other public places within the Township; and, other public places that now exist or may be hereinafter be laid out by the municipal authorities of the said Township or dedicated to said Township.

Section II. Conditions on Grant of Municipal Consent.

The Municipal Consent granted herein is expressly conditioned upon all of the following:

- (a) the written acceptance of Elizabethtown Gas of the terms and conditions of this Municipal Consent Ordinance within thirty (30) calendar days of its final adoption.
- (b) the New Jersey Board of Public Utilities (hereinafter "N.J.B.P.U.") approval of the Consent Ordinance herein granted and the issuance of such other grants or approvals as determined by the N.J.B.P.U.
- (c) Elizabethtown Gas shall satisfy all statutory requirements of N.J.S.A. 48:13-1 et seq. regarding the proper organization and operation of Public Utilities engaged in the distribution of natural and mixed gas and shall remain subject to the jurisdiction of and comply with all Rules and Regulations of the United States Department of Transportation, Office of Pipeline Safety and the N.J.B.P.U. as well as the Township Code Ordinances of the Township of Stillwater.
- (d) Elizabethtown Gas shall construct and continuously maintain and operate its distribution line within the service area in a safe and efficient manner and maintain such gas distribution lines in a state of good operation and repair and including all streets, roads, and public rights-of-way within the Township of Stillwater wherein its lines are located.
- (e) The construction, operation and maintenance of the gas distribution system within the rights-of-way of the Township of Stillwater shall in no way place any obligation, financial or otherwise, or any liability of any kind, upon the Township of Stillwater and no obligation is to attach for the construction, operation and maintenance of the said gas distribution system to the Township.
- (f) Any and all regulating pits and venting structures or like facilities shall not be located along the public rights-of-way comprising the Service Area.

Section III. Construction; Installation; Restoration.

- A. Construction. In each and every case in which road openings or excavation of any nature are required and/or made for the purposes aforesaid, Elizabethtown Gas shall restore, all such public and private lands or facilities to as good a condition as existed at the commencement of the said work or such better condition, at its sole

cost and expense. All such openings and installation and maintenance shall be undertaken in strict compliance with the standards imposed by the N.J.B.P.U., any other regulatory agency, and all applicable provisions of the Township Code, with such work to be done in a careful, prudent and workmanlike manner and within such time limitations as shall be best for the proper safeguard of the public.

- B. Relocation. If, at any time during the period of this Municipal Consent, the Township of Stillwater finds it necessary to alter or change the grade of any street, road or other public right-of-way or area, Elizabethtown Gas shall, upon reasonable notice by the Township of Stillwater, remove and relocate its distribution line and pipes at the sole expense of Elizabethtown Gas.
- C. Restoration. In the event that Elizabethtown Gas shall refuse or neglect, after ten (10) calendar days notice in writing by the representative of the Township, to restore any disturbed area at its cost and expense, and in compliance with all applicable provisions of the Township Code in effect at the time, to its pre-existing or better condition, any street, road, pavement, driveway or other reserves after having made an opening or excavation, the necessary work to accomplish such restoration may be done by the Township of Stillwater and, thereafter, Elizabethtown Gas shall be liable for the actual and necessary costs thereof, and shall immediately pay such costs to the Township upon receiving notice thereof.
- D. Preconditions to Undertaking Construction. Elizabethtown Gas shall give to the Township of Stillwater, through written notice of its intention to open and/or excavate any street or other public place in accordance with the Township of Stillwater's Code regulating the excavation and opening of streets, roads and highways, with the exception that such notice requirement shall be waived in the event of an emergent circumstance such that such emergent circumstances will affect public health or safety. As soon as practically possible after the occurrence of such emergent circumstance, Elizabethtown Gas shall give prompt written notice to the Township of any emergency opening or excavation that Elizabethtown Gas shall undertake.

Section IV. Indemnification, Performance Bond, Liability.

- A. Indemnification. Elizabethtown Gas, its successors and assigns, by the acceptance of the grants, rights and privileges conferred by this Ordinance, shall at all times and does hereby and will indemnify and hold harmless, the Township of Stillwater and all of its subsidiary agencies, officials, offices and employees for any and all claims of whatsoever kind or nature arising from or relating to the construction, installation, maintenance, laying, repairing, inspecting, and/or altering

of mains conductors, pipes and appurtenances thereto, and any other facilities, and including, but not by way of limitation, any damages, penalties, costs, attorneys' fees and charges for personal injury, property damage or otherwise, based upon Elizabethtown Gas's negligence or the negligence of its agents, servants, employees or independent contractors.

- B. Performance Bond. Prior to the commencement or any construction or installation under this Municipal Consent, Elizabethtown Gas shall execute and deliver to the Clerk of the Township and subject to prior review and approval by the Township Attorney, a Bond in the amount of \$10,000.00 guaranteeing the faithful performance of all of its obligations and undertakings under this Ordinance, which Bond shall be enlarged or renewed from time to time as the Council may require.
- C. Liability Insurance. Elizabethtown Gas agrees to maintain and keep in full force and effect, at its sole expense, and at all times during the terms and duration of this Municipal Consent, sufficient liability insurance naming the Township of Stillwater as an additional insured party and insuring and indemnifying the Township against any loss by any such claim, suite, judgment, execution or as follows:
 - (a) Elizabethtown Gas shall carry Workman's Compensation Insurance with Statutory limits.
 - (b) Elizabethtown Gas shall, at all times, maintain a Comprehensive General Liability Insurance Policy with a single limit amount of \$1,000,000.00 covering liability for any death, personal injury, property damage or other liability arising out of its construction and operation of the gas distribution systems herein and in addition, an excess liability (or "umbrella") policy in the amount of \$3,000,000.00.
 - (c) Elizabethtown Gas shall furnish to the Township of Stillwater a certified copy or Certificate of Insurance of each of the Policies as set forth herein.

Section V. Duration of Consent.

- A. Term. The Municipal Consent granted to Elizabethtown Gas herein is for a period of fifty (50) years from the effective date of this Ordinance.
- B. Public Hearing. Immediately prior to the fifty (50) year expiration of this Municipal Consent, the Township of Stillwater shall conduct public hearings regarding the performance of Elizabethtown Gas with the terms of this Municipal Consent. The public hearing shall be duly advertised and shall provide any opportunity for all interested persons to participate.

- C. Extension. Upon the conclusion of the public hearings as set forth herein, the Township of Stillwater shall consider such extension and such additional conditions as the record of the public hearings may warrant.
- D. Notice of Proceedings. Elizabethtown Gas shall give the Municipality timely written notice of at least fifteen (15) calendar days in advance of all proceedings initiated by Elizabethtown Gas or the N.J.B.P.U. or other Regulatory Agency, when such proceedings may affect the commitments, this Municipal Consent or relationship between Elizabethtown Gas and the Municipality, whether or not such notice is required by law. All submissions provided to such Regulatory Agency by Elizabethtown Gas shall also be provided to the Township of Stillwater.

Section VI. Severability.

If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court of Competent jurisdiction, such Order or Judgment shall not affect or invalidate this remainder of any such article, section, subsection, paragraph or clause, and, to this end, the provisions of this Ordinance are hereby declared to be severable.

Section VII. Effective Date.

This Municipal Consent Ordinance shall become effective upon adoption and publication according to law, and only upon written acceptance of this Municipal Consent by Elizabethtown Gas, which written acceptance shall be filed with the Clerk of the Township of Stillwater within thirty (30) calendar days of the date after which Elizabethtown Gas receives notice of the passage of this Ordinance.

This Ordinance shall take effect immediately upon final adoption and publication according to law, and approval of the franchise hereby granted by the New Jersey Board of Public Utilities.

TOWNSHIP COMMITTEE OF
TOWNSHIP OF STILLWATER

_____, Mayor

Attest:

Valerie Ingles, RMC/CMR
Township Clerk

Introduced: June 16, 2026

Publication:

Final Adoption: July 21, 2026

Publication by Title Only:

ROLL CALL VOTE:

	MOVE	SECOND	AYES	NAYS	ABSTAI	ABSENT
Rumsey						
Delaney						
Chammings						
Manser						
Scott						