



July 18, 2025

VIA ELECTRONIC MAIL

Honorable Sherri L. Lewis, Board Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, 1st Floor
P.O. Box 350
Trenton, NJ 08625-0350

RE: IN THE MATTER OF THE PETITION OF NEW JERSEY NATURAL GAS
FOR APPROVAL OF A MUNICIPAL FRANCHISE IN THE TOWNSHIP OF
CHESTER, MORRIS COUNTY

BPU Docket No. GE25070390

Dear Secretary Lewis:

Enclosed for filing, please find the electronic files containing the Petition and supporting Exhibits of New Jersey Natural Gas Company for Approval of a Municipal Franchise in Township of Chester, Morris County, New Jersey pursuant to N.J.S.A. 48:2-14 and N.J.A.C. 14:1-5.5.

In accordance with the Order issued by the Board in connection with I/M/O the New Jersey Board of Public Utilities' Response to the COVID-19 Pandemic for a Temporary Waiver of Requirements for Certain Non-Essential Obligations, BPU Docket No. EO20030254, Order dated March 19, 2020, this document is being electronically filed. No paper copies will follow.

Copies of the Petition, including the supporting Exhibits, are also being served electronically upon the New Jersey Division of Rate Counsel and the Division of Law.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Andrew K. Dembia'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Andrew K. Dembia
Regulatory Affairs Counsel

AKD:ss

Enclosures
C: Service List

**NEW JERSEY NATURAL GAS COMPANY
PETITION FOR AUTHORIZATION
AND APPROVAL OF MUNICIPAL FRANCHISE
TOWNSHIP OF CHESTER, MORRIS COUNTY**

GE25070390

SERVICE LIST

NJNG

Mark Kahrer
New Jersey Natural Gas Company
1415 Wyckoff Road
P.O. Box 1464
Wall, NJ 07719

Andrew Dembia, Esq.
New Jersey Natural Gas Company
1415 Wyckoff Road
P.O. Box 1464
Wall, NJ 07719

Tina Trebino
New Jersey Natural Gas Company
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1415 Wyckoff Road
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Colleen Shaw
New Jersey Natural Gas Company
1415 Wyckoff Road
P.O. Box 1464
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NJ BOARD OF PUBLIC UTILITIES

Stacy Peterson
N.J. Board of Public Utilities
44 South Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, NJ 08625-0350

Heather Weisband
N.J. Board of Public Utilities
44 South Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, NJ 08625-0350

DEPT. OF LAW & PUBLIC SAFETY

– DIVISION OF LAW

Jordan Mitchell, DAG
Public Utilities Section
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 112
Trenton, N.J. 08625

Steven Chaplar, DAG
Deputy Attorney General
Public Utilities Section
R.J. Hughes Justice Complex
25 Market Street
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Trenton, N.J. 08625

**NEW JERSEY NATURAL GAS COMPANY
PETITION FOR AUTHORIZATION
AND APPROVAL OF MUNICIPAL FRANCHISE
TOWNSHIP OF CHESTER, MORRIS COUNTY**

GE25070390

SERVICE LIST

DIVISION OF RATE COUNSEL

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Litigation Manager
Division of Rate Counsel
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Trenton, N.J. 08625

Maura Caroselli, Esq.
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Joy Carter, Paralegal
Division of Rate Counsel
140 East Front Street, 4th Floor
P.O. Box 003
Trenton, NJ 08625

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION OF)	PETITION
NEW JERSEY NATURAL GAS)	
FOR APPROVAL OF A MUNICIPAL)	BPU DOCKET NO. GE25070390
FRANCHISE IN THE TOWNSHIP OF)	
CHESTER, MORRIS COUNTY)	
)	

TO: THE HONORABLE COMMISSIONERS OF THE BOARD OF PUBLIC UTILITIES

New Jersey Natural Gas (“NJNG” or the “Company”), hereby petitions the New Jersey Board of Public Utilities (“BPU” or “Board”) pursuant to *N.J.S.A.* 48:2-14 and *N.J.A.C.* 14:1-5.5 to approve the franchise granted by the Township of Chester, Morris County, New Jersey through Ordinance 2025-12. In support of its petition, NJNG states the following:

1. All communications with respect to this pleading and in this proceeding should be served on the following person:

Andrew K. Dembia, Esq.
Regulatory Affairs Counsel
New Jersey Natural Gas
1415 Wyckoff Road
Post Office Box 1464
Wall, New Jersey 07719
adembia@njng.com

2. NJNG is a corporation duly organized under the laws of the State of New Jersey and is a public utility engaged in the distribution and transportation of natural gas subject to the jurisdiction of the Board. The Company’s principal place of business is located at 1415 Wyckoff Road, Wall, New Jersey. NJNG distributes natural gas and provides transportation service at retail to over 585,000 residential, commercial and industrial customers in Monmouth and Ocean counties and parts of Middlesex, Burlington and Morris counties.
3. Attached hereto in support of this petition are the following exhibits:

Exhibit A	AN ORDINANCE GRANTING NEW JERSEY NATURAL GAS NON-EXCLUSIVE FRANCHISE RIGHTS TO PROVIDE NATURAL GAS WITHIN CHESTER TOWNSHIP, MORRIS COUNTY, NEW JERSEY ORDINANCE 2025-12
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Exhibit B	Letter Accepting Terms and Conditions of the Ordinance
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Exhibit C	Proposed Notice of Municipal Consent Hearing
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4. NJNG is not currently providing natural gas service within the Township of Chester in Morris County.
5. On July 15, 2025, the Township of Chester, by Ordinance, granted NJNG a franchise for a period of fifty (50) years. A copy of the Ordinance is attached as Exhibit "A" to this petition. By letter to the Township of Chester dated June 17, 2025, NJNG accepted and agreed to the terms and conditions of such Ordinance pursuant to *N.J.S.A. 48:3-16*, which acceptance letter is attached as part of Exhibit "B" to this petition. A proposed notice of a municipal consent hearing is attached to this petition as Exhibit "C." A copy of this petition also has been served on the Clerk of the Township of Chester.
6. *N.J.S.A. 48:2-14* requires Board approval of a franchise granted by a municipality to a public utility subject to the Board's jurisdiction. The franchise, which is the subject matter of this petition, complies with all statutory and administrative requirements necessary for its approval. The Board's approval of the franchise is necessary and proper for the public convenience and properly conserves the public interests.

WHEREFORE, New Jersey Natural Gas respectfully requests that the Board grant the following:

- (1) Approve the franchise granted to New Jersey Natural Gas by the Township of Chester through Ordinance No. 2025-12; and
- (2) Provide any other relief deemed just and equitable.

Respectfully submitted,

NEW JERSEY NATURAL GAS



By:

Andrew K. Dembia, Esq.
Regulatory Affairs Counsel

Dated: July 18, 2025

VERIFICATION

STATE OF NEW JERSEY)

:

COUNTY OF MONMOUTH)

MARK G. KAHRER, being duly sworn, deposes and says:

1. I am Senior Vice President, Regulatory Affairs for New Jersey Natural Gas at 1415 Wyckoff Road, Wall New Jersey 07719.

2. I have read the foregoing Petition, know the contents thereof, and the same is true to the best of my knowledge, information and belief.



Mark G. Kahrer

Mark G. Kahrer
Senior Vice President, Regulatory Affairs

Sworn to before me this 17th day
of July 2025



Andrew K. Dembia, Esq.
ATTORNEY AT LAW- STATE OF NJ

Introduction: June 17, 2025
Public Hearing: July 15, 2025

**TOWNSHIP OF CHESTER
ORDINANCE NO. 2025-12**

**AN ORDINANCE GRANTING NEW JERSEY NATURAL GAS NON-EXCLUSIVE
FRANCHISE RIGHTS TO PROVIDE NATURAL GAS WITHIN
CHESTER TOWNSHIP, MORRIS COUNTY, NEW JERSEY**

WHEREAS, the Township of Chester wants to grant New Jersey Natural Gas Company, a non-exclusive right to a franchise to provide natural gas within the Township for light, heat, and power and franchise rights to lay and maintain gas mains, pipes and service pipes, in and under the surface of any of the roads, streets, avenues, highways, public and private places, for the purpose of furnishing natural gas therein; and

WHEREAS, New Jersey Natural Gas Company is desirous of obtaining consent of the municipality to provide natural gas services to the Township; and

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED that New Jersey Natural Gas Company be and is hereby authorized to lay, maintain and operate its conductors, mains and pipes, together with the appurtenances thereto, in all the public and private streets, alleys, squares and public places in the Township which are under the control and jurisdiction of the Township for the purpose of conducting gas, or any mixture of gases of various types including natural gas and for the purpose of transmitting and distributing such gas in the Township for a period of fifty (50) years from the date hereof, upon the following terms and conditions:

1. The New Jersey Natural Gas Company shall report to the Township department of public works and the Township engineer, yearly, its intentions with regard to

prospective work requiring future street openings in the Township for the purpose of coordinating such activity with pavement projects anticipated by the Township.

2. The New Jersey Natural Gas Company shall agree that, in all cases in which street openings or excavations are made for the purposes aforesaid, the pavement and the surface of the streets, alleys, squares or roadways shall be restored to the same condition as existed prior to the opening thereof. The restoration shall include milling and repaving of the area so as to be uniform with the adjacent roadway, including restoration of pavement markings, signage and all other appurtenances. The Township engineer is authorized to demand a cash escrow or equivalent in an amount of \$10,000.00 per disturbed street, or such other amount as determined by the Township engineer to insure that any road opening is restored to the satisfaction of the Township engineer.
3. The New Jersey Natural Gas Company shall conduct the work or the laying or maintaining of gas pipes therein in a careful and prudent manner.
4. The New Jersey Natural Gas Company shall file with the Clerk of the Township, within sixty (60) days of the date hereof, its written acceptance of the terms and provisions of the franchise consent granted herein and its agreement to be bound by the terms and provisions thereof.
5. All Township officials including, but not limited to, the Mayor, Township Engineer, Superintendent of the Department of Public Works, Municipal Clerk and Treasurer are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this ordinance.

6. Before providing service to an area, New Jersey Natural Gas Company shall obtain the written permission of the Clerk of the Township to proceed.
7. This non-exclusive franchise is for all of the Township, including but not limited to areas not serviced by any other franchise holder and shall include but be not limited to the areas of:
 - Ann Lane
 - Catan Drive
 - Golf Course Road
 - Ironia Road
 - Jefferson Street
 - Reger Road Selma
 - Boulevard Wilson
 - Avenue
 - Pleasant Hill Road (from intersection with Flanders Road northward).
8. The New Jersey Natural Gas Company shall obtain any and all approvals and permissions required by the New Jersey Board of Public Utilities.
9. The New Jersey Board of Public Utilities (hereinafter "N.J.B.P.U.") approval of the Consent herein granted and the issuance of such other grants or approvals as determined by the N.J.B.P.U.
10. The New Jersey Natural Gas Company 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 Ordinance of the Township of Chester.
11. The New Jersey Natural Gas Company shall construct and continuously maintain and operate their 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 right-of-way within the Township wherein its lines are located.

12. The construction, operation and maintenance of the gas distribution system within the rights-of-way of the Township shall in no way place any obligation, financial or otherwise, or any liability of any kind, upon the Township and no obligation is to attach for the construction, operation and maintenance of the said gas distribution system to the Township.
13. 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 2. Construction; Installation; Restoration.

1. Construction. In each and every case in which road openings or excavation of any nature are required or made for the purposes aforesaid, New Jersey Natural Gas Company 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 Township Ordinances, with such work to be done in a careful, prudent and workmanlike manner, and within such time limits as shall be best for the proper safeguard of the public.
2. Relocation. If at any time during the period of this consent, the Township finds it necessary to alter or change the grade of any street, road or other public right-of-

way or area, New Jersey Natural Gas Company shall, upon reasonable notice by the Township, remove and relocate its distribution line and pipes at the expense of New Jersey Natural Gas Company.

3. Restoration. In the event that New Jersey Natural Gas Company shall refuse or neglect, after ten (10) 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 Municipal Ordinances 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 and thereafter, New Jersey Natural Gas Company shall be liable for the actual and necessary costs thereof, and shall immediately pay such costs to the Township upon receiving notice thereof.
4. Preconditions to Undertaking Construction. New Jersey Natural Gas Company shall give to the Township, through its duly designated representative, prior written notice of its intention to open or excavate any street or other public place in accordance with the Township's Ordinance 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 emergency will affect public health or safety. As soon as practically possible after the occurrence of such emergent circumstance, New Jersey Natural Gas Company shall give prompt written notice to the Township of any emergency opening or excavation that New Jersey Natural Gas Company shall undertake.

SECTION 3. Indemnification, Performance Bond, Liability.

1. Indemnification. The New Jersey Natural Gas Company, 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 and all of its subsidiary agencies, officials and employees for any and all claims of whatsoever kind or nature arising from or relating to the construction, installation, maintenance, laying, repairing, inspecting, or altering of maintains conductors, pipes and appurtenances thereto, and any other facilities, and including, but not by way of limitation any damages, penalties, costs, attorney's fees and charges for personal injury, property damage or otherwise, based upon New Jersey Natural Gas Company's negligence or the negligence of its agents, servants, employees or independent contractors.
2. Liability Insurance. New Jersey Natural Gas Company 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 as an additional insured party, and insuring and indemnifying the Township against any loss by any such claim, suit, judgment, execution or as follows:
 - (a) New Jersey Natural Gas Company shall carry Workman's Compensation Insurance with Statutory limits.
 - (b) New Jersey Natural Gas Company 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) New Jersey Natural Gas Company shall furnish to the Township a certified copy of a Certificate of Insurance of each of the Policies as set forth herein.

SECTION 4. Duration of Consent.

1. Term. The Municipal consent granted to New Jersey Natural Gas Company herein is for a period of fifty (50) years from the effective date of this Ordinance.
2. Public Hearing. Immediately prior to the fifty (50) year expiration of this Consent, the Township shall conduct public hearings regarding the performance of New Jersey Natural Gas Company 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.
3. Extension. Upon the conclusion of the public hearings as set forth herein, the Township shall consider such extension and such additional conditions as the record of the public hearings may warrant.
4. Notice of Proceedings. New Jersey Natural Gas Company shall give the Township timely written notice of at least fifteen (15) days in advance of all proceedings initiated by New Jersey Natural Gas Company or the N.J.B.P.U. or other Regulatory Agency, when such proceedings may affect the commitments, this Municipal Consent or relationship between New Jersey Natural Gas Company and the Township, whether or not such notice is required by law. All submissions

provided to such Regulatory Agency by New Jersey Natural Gas Company shall also be provided to the Township.

SECTION 5. Severability.

If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court or Competent jurisdiction, such Order or Judgment shall not effect 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 6. 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 the Township, which written acceptance shall be filed with the Clerk of the Municipality within thirty (30) days of the date after which New Jersey Natural Gas Company 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.

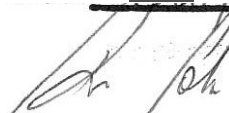
ATTEST:

TOWNSHIP COUNCIL OF THE
TOWNSHIP OF CHESTER

<R.96in Coffins
Robin Collins
Municipal Clerk/Administrator

rtimotliy <Drag
Timothy Drag
Mayor

I hereby certify the foregoing to be a true copy
of a resolution/ordinance adopted by the Township
Council of the Township of Chester at a meeting
held on d/O: .





July 17, 2025

Via Electronic Delivery

Honorable Robin Collins
Administrator/Municipal Clerk
Township of Chester
1 Parker Road
Chester, NJ 07930

**Re: AN ORDINANCE GRANTING NEW JERSEY NATURAL GAS
NON-EXCLUSIVE FRANCHISE RIGHTS TO PROVIDE
NATURAL GAS WITHIN CHESTER TOWNSHIP, MORRIS
COUNTY, NEW JERSEY
ORDINANCE 2025-12**

Dear Ms. Collins:

New Jersey Natural Gas Company ("NJNG") hereby accepts the terms and provisions of the franchise granted by the Township Council on July 15, 2025 and hereby agrees to be bound by the terms and provisions thereof. See Ordinance No. 2025-12 attached hereto.

Please be advised that NJNG will submit the Ordinance to the New Jersey Board of Public Utilities for approval.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Andrew K. Dembia'. The signature is fluid and cursive, with the first and last names being more prominent.

Andrew K. Dembia, Esq.
Regulatory Affairs Counsel

AKD:ss

Introduction: June 17, 2025
Public Hearing: July 15, 2025

**TOWNSHIP OF CHESTER
ORDINANCE NO. 2025-12**

**AN ORDINANCE GRANTING NEW JERSEY NATURAL GAS NON-EXCLUSIVE
FRANCHISE RIGHTS TO PROVIDE NATURAL GAS WITHIN
CHESTER TOWNSHIP, MORRIS COUNTY, NEW JERSEY**

WHEREAS, the Township of Chester wants to grant New Jersey Natural Gas Company, a non-exclusive right to a franchise to provide natural gas within the Township for light, heat, and power and franchise rights to lay and maintain gas mains, pipes and service pipes, in and under the surface of any of the roads, streets, avenues, highways, public and private places, for the purpose of furnishing natural gas therein; and

WHEREAS, New Jersey Natural Gas Company is desirous of obtaining consent of the municipality to provide natural gas services to the Township; and

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED that New Jersey Natural Gas Company be and is hereby authorized to lay, maintain and operate its conductors, mains and pipes, together with the appurtenances thereto, in all the public and private streets, alleys, squares and public places in the Township which are under the control and jurisdiction of the Township for the purpose of conducting gas, or any mixture of gases of various types including natural gas and for the purpose of transmitting and distributing such gas in the Township for a period of fifty (50) years from the date hereof, upon the following terms and conditions:

1. The New Jersey Natural Gas Company shall report to the Township department of public works and the Township engineer, yearly, its intentions with regard to

prospective work requiring future street openings in the Township for the purpose of coordinating such activity with pavement projects anticipated by the Township.

2. The New Jersey Natural Gas Company shall agree that, in all cases in which street openings or excavations are made for the purposes aforesaid, the pavement and the surface of the streets, alleys, squares or roadways shall be restored to the same condition as existed prior to the opening thereof. The restoration shall include milling and repaving of the area so as to be uniform with the adjacent roadway, including restoration of pavement markings, signage and all other appurtenances. The Township engineer is authorized to demand a cash escrow or equivalent in an amount of \$10,000.00 per disturbed street, or such other amount as determined by the Township engineer to insure that any road opening is restored to the satisfaction of the Township engineer.
3. The New Jersey Natural Gas Company shall conduct the work or the laying or maintaining of gas pipes therein in a careful and prudent manner.
4. The New Jersey Natural Gas Company shall file with the Clerk of the Township, within sixty (60) days of the date hereof, its written acceptance of the terms and provisions of the franchise consent granted herein and its agreement to be bound by the terms and provisions thereof.
5. All Township officials including, but not limited to, the Mayor, Township Engineer, Superintendent of the Department of Public Works, Municipal Clerk and Treasurer are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the provisions of this ordinance.

6. Before providing service to an area, New Jersey Natural Gas Company shall obtain the written permission of the Clerk of the Township to proceed.
7. This non-exclusive franchise is for all of the Township, including but not limited to areas not serviced by any other franchise holder and shall include but be not limited to the areas of:
 - Ann Lane
 - Catan Drive
 - Golf Course Road
 - Ironia Road
 - Jefferson Street
 - Reger Road Selma
 - Boulevard Wilson
 - Avenue
 - Pleasant Hill Road (from intersection with Flanders Road northward).
8. The New Jersey Natural Gas Company shall obtain any and all approvals and permissions required by the New Jersey Board of Public Utilities.
9. The New Jersey Board of Public Utilities (hereinafter "N.J.B.P.U.") approval of the Consent herein granted and the issuance of such other grants or approvals as determined by the N.J.B.P.U.
10. The New Jersey Natural Gas Company 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 Ordinance of the Township of Chester.
11. The New Jersey Natural Gas Company shall construct and continuously maintain and operate their 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 right-of-way within the Township wherein its lines are located.

12. The construction, operation and maintenance of the gas distribution system within the rights-of-way of the Township shall in no way place any obligation, financial or otherwise, or any liability of any kind, upon the Township and no obligation is to attach for the construction, operation and maintenance of the said gas distribution system to the Township.
13. 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 2. Construction; Installation; Restoration.

1. Construction. In each and every case in which road openings or excavation of any nature are required or made for the purposes aforesaid, New Jersey Natural Gas Company 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 Township Ordinances, with such work to be done in a careful, prudent and workmanlike manner, and within such time limits as shall be best for the proper safeguard of the public.
2. Relocation. If at any time during the period of this consent, the Township finds it necessary to alter or change the grade of any street, road or other public right-of-

way or area, New Jersey Natural Gas Company shall, upon reasonable notice by the Township, remove and relocate its distribution line and pipes at the expense of New Jersey Natural Gas Company.

3. Restoration. In the event that New Jersey Natural Gas Company shall refuse or neglect, after ten (10) 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 Municipal Ordinances 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 and thereafter, New Jersey Natural Gas Company shall be liable for the actual and necessary costs thereof, and shall immediately pay such costs to the Township upon receiving notice thereof.
4. Preconditions to Undertaking Construction. New Jersey Natural Gas Company shall give to the Township, through its duly designated representative, prior written notice of its intention to open or excavate any street or other public place in accordance with the Township 's Ordinance 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 emergency will affect public health or safety. As soon as practically possible after the occurrence of such emergent circumstance, New Jersey Natural Gas Company shall give prompt written notice to the Township of any emergency opening or excavation that New Jersey Natural Gas Company shall undertake.

SECTION 3. Indemnification, Performance Bond, Liability.

1. Indemnification. The New Jersey Natural Gas Company, 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 and all of its subsidiary agencies, officials and employees for any and all claims of whatsoever kind or nature arising from or relating to the construction, installation, maintenance, laying, repairing, inspecting, or altering of maintains conductors, pipes and appurtenances thereto, and any other facilities, and including, but not by way of limitation any damages, penalties, costs, attorney's fees and charges for personal injury, property damage or otherwise, based upon New Jersey Natural Gas Company's negligence or the negligence of its agents, servants, employees or independent contractors.
2. Liability Insurance. New Jersey Natural Gas Company 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 as an additional insured party, and insuring and indemnifying the Township against any loss by any such claim, suit, judgment, execution or as follows:
 - (a) New Jersey Natural Gas Company shall carry Workman's Compensation Insurance with Statutory limits.
 - (b) New Jersey Natural Gas Company 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) New Jersey Natural Gas Company shall furnish to the Township a certified copy of a Certificate of Insurance of each of the Policies as set forth herein.

SECTION 4. Duration of Consent.

1. Term. The Municipal consent granted to New Jersey Natural Gas Company herein is for a period of fifty (50) years from the effective date of this Ordinance.
2. Public Hearing. Immediately prior to the fifty (50) year expiration of this Consent, the Township shall conduct public hearings regarding the performance of New Jersey Natural Gas Company 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.
3. Extension. Upon the conclusion of the public hearings as set forth herein, the Township shall consider such extension and such additional conditions as the record of the public hearings may warrant.
4. Notice of Proceedings. New Jersey Natural Gas Company shall give the Township timely written notice of at least fifteen (15) days in advance of all proceedings initiated by New Jersey Natural Gas Company or the N.J.B.P.U. or other Regulatory Agency, when such proceedings may affect the commitments, this Municipal Consent or relationship between New Jersey Natural Gas Company and the Township, whether or not such notice is required by law. All submissions

provided to such Regulatory Agency by New Jersey Natural Gas Company shall also be provided to the Township.

SECTION 5. Severability.

If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court or Competent jurisdiction, such Order or Judgment shall not effect 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 6. 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 the Township, which written acceptance shall be filed with the Clerk of the Municipality within thirty (30) days of the date after which New Jersey Natural Gas Company 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.

ATTEST:

TOWNSHIP COUNCIL OF THE
TOWNSHIP OF CHESTER

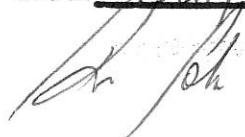
Robin Collins

Robin Collins
Municipal Clerk/Administrator

Timothy Drag

Timothy Drag
Mayor

I hereby certify the foregoing to be a true copy
of a resolution/ordinance adopted by the Township
Council of the Township of Chester at a meeting
held on JULY 15, 2025.





July xx, 2025

BY ELECTRONIC MAIL

Honorable Robin Collins
Township Clerk/Administrator
Township of Chester
1 Parker Road
Chester, NJ 07930

Ann F. Grossi, Esq.
Morris County Clerk
Hall of Records Administration Building
10 Court Street
P O Box 315
Morristown, NJ 07963-0315

Clerk of the Board of Commissioners
Morris County Board of County Commissioners
Morris County Administration & Records Building
PO Box 900
Morristown, NJ 07963-0900

**RE: IN THE MATTER OF THE PETITION OF NEW JERSEY NATURAL GAS
FOR APPROVAL OF A MUNICIPAL FRANCHISE IN THE TOWNSHIP OF
CHESTER, MORRIS COUNTY
BPU Docket No. GE25070390**

Dear Parties Addressed:

Pursuant to the provisions of N.J.S.A. 48:2-14, New Jersey Natural Gas Company ("NJNG") has applied to the New Jersey Board of Public Utilities ("Board") for approval of the Township of Chester's ("Township") Ordinance No. 2025-12, which granted NJNG permission to provide natural gas service in the Township as provided in said Ordinance. Please be advised that the Board has set [DATE TBD] at [TIME TBD], as the date and time for the Municipal Consent Hearing. This Municipal Consent Hearing will be held via Zoom. The Zoom log-in information is as follows:

Join by holding down control button and clicking on below link:

<https://us06web.zoom.us/j/2458136397>

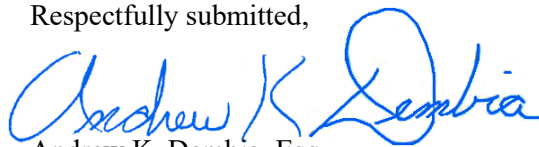
Meeting ID: 245 813 6397

Dial-In Phone Number: 1-646-876-9923

Access Code: 819208

A Zoom meeting invitation will be sent to you in advance of the scheduled date for this Municipal Consent Hearing. You are welcome to participate in the Zoom meeting to put your views on the record if you so desire. Also, notice of the hearing is posted on the Company's web site, njng.com, so interested members of the public may view the hearing.

Respectfully submitted,



Andrew K. Dembia, Esq.
Regulatory Affairs Counsel

AKD:ss

C: Service List

DRAFT