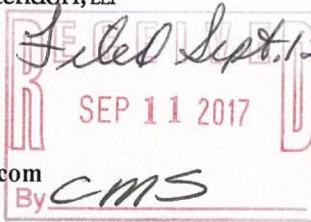


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September 5, 2017

BOARD OF PUBLIC UTILITIES

Irene K. Asbury, Secretary
Board of Public Utilities
44 South Clinton Avenue, 3rd Fl., Ste. 314
P.O. Box 350
Trenton, NJ 08625

SEP 11 2017

MAIL RECEIVED

Re: In the Matter of the Petition of **Jersey Central Power & Light Company**
Pursuant to *N.J.S.A. 40:55D-19* for a Determination that the Montville-Whippany 230 kV Transmission Project is Reasonably Necessary for the Service, Convenience or Welfare of the Public
BPU Dkt. No. EO15030383
OAL Dkt. No. PUC 08235-2015N
Attn: Exceptions

Dear Secretary Asbury:

Please accept this letter on behalf of Jersey Central Power & Light Company ("JCP&L") in regard to the August 10, 2017 Initial Decision in the above-referenced matter.

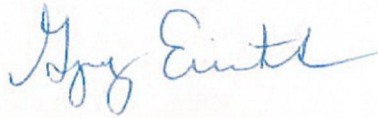
JCP&L does not take exception to any aspect of Judge McGee's Initial Decision. However, JCP&L does request that the Board of Public Utilities ("Board"), in issuing its Final Decision in this matter, make one clarification. JCP&L entered into a Stipulation of Settlement with the Township of Montville ("Montville") in this matter, which Stipulation was filed with the Office of Administrative Law on May 24, 2016. *See* Initial Decision, at p. 5. In its post-hearing briefs in this matter, JCP&L requested that the ALJ and the Board approve the Petition as modified by the Stipulation. While Judge McGee's Initial Decision concludes that JCP&L's Petition should be granted, it does not specifically refer to the Stipulation in the ordering paragraphs. Therefore, JCP&L requests that the Board adopt the Initial Decision, but clarify that the Petition, as modified by the Stipulation, is approved. For the Board's ease of reference, a copy of the filed Stipulation is enclosed herewith.

CMS - list enclosed

Irene K. Asbury, Secretary
September 5, 2017
Page 2

Thank you for your consideration in this matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Gregory Eisenstark".

Gregory Eisenstark

Encl.

cc: Hon. Leland S. McGee, ALJ
Service list (via email only)

SERVICE LIST

In the Matter of the Petition of **Jersey Central Power & Light Company**
Pursuant to *N.J.S.A. 40:55D-19* for a Determination that the Montville-Whippany 230 kV
Transmission Project is Reasonably Necessary for the Service,
Convenience or Welfare of the Public

BPU Docket No.: EO15030383
OAL Docket No. PUC 08235-2015N

SEP 11 2017

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Morris County Administrator

County Administrator
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Parsippany-Troy Hills Town Hall
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BOARD OF PUBLIC UTILITIES

SEP 11 2017

MAIL RECEIVED

May 24, 2016

VIA Email and Overnight Delivery

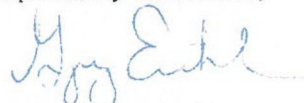
Honorable Leland McGee, ALJ
Office of Administrative Law
33 Washington Street
Newark, New Jersey 07102

Re: In the Matter of the Petition of **Jersey Central Power & Light Company**
Pursuant to *N.J.S.A.* 40:55D-19 for a Determination that the Montville-
Whippany 230 kV Transmission Project is Reasonably Necessary for the
Service, Convenience or Welfare of the Public
BPU Dkt. No. EO15030383
OAL Dkt. No. PUC 08235-2015N

Dear Judge McGee:

I enclose for filing an executed Stipulation of Settlement and Joint Position between Jersey Central Power & Light Company and the Township of Montville in the above-referenced matter ("Stipulation"). Also included for filing are letters from the Meadows at Montville Condominium Association, Inc. and the Board of Trustees for Montville Chase Condominium Association stating that each entity concurs with the Stipulation.

Respectfully submitted,



Gregory Eisenstark

Encls.

cc: Lisa Reyes, Secretary to ALJ McGee (via email)
Service List (via email)

SERVICE LIST

In the Matter of the Petition of **Jersey Central Power & Light Company**
Pursuant to *N.J.S.A.* 40:55D-19 for a Determination that the Montville-Whippany 230 kV
Transmission Project is Reasonably Necessary for the Service,
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BPU Docket No.: EO15030383
OAL Docket No. PUC 08235-2015N

SEP 11 2017

OAL RECEIVED

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<p>Lisa Gurkas Division of Rate Counsel 140 East Front Street, 4th Floor P.O. Box 003 Trenton, N.J. 08625-0003 lgurkas@rpa.state.nj.us</p>	<p>Brian Lipman Division of Rate Counsel 140 East Front Street, 4th Floor P.O. Box 003 Trenton, N.J. 08625-0003 blipman@rpa.state.nj.us</p>	
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Morris County Administrator		
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Parsippany-Troy Hills Twp.		
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STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF ADMINISTRATIVE LAW

SEP 11 2017

<hr/> <p>In the Matter of the Petition of Jersey Central Power & Light Company Pursuant to <i>N.J.S.A.</i> 40:55D-19 for a Determination that the Montville-Whippany 230 kV Transmission Project is Reasonably Necessary for the Service, Convenience or Welfare of the Public</p> <hr/>	<p>: STIPULATION OF SETTLEMENT : AND JOINT POSITION BETWEEN : JERSEY CENTRAL POWER & : LIGHT COMPANY AND THE : TOWNSHIP OF MONTVILLE : : BPU Docket No. EO15030383 : OAL Docket No. PUC 08235-2015N</p>
---	--

APPEARANCES:

Gregory Eisenstark, Esq. (Windels Marx Lane & Mittendorf, LLP, attorneys) for the Petitioner, Jersey Central Power & Light Company

Fred Semrau, Esq. and Tracy W. Schnurr, Esq., (Dorsey & Semrau, LLC, attorneys) for the Township of Montville

This Stipulation of Settlement and Joint Position (the "Stipulation") is hereby made and executed as of date(s) indicated herein below, by and among the Petitioner, Jersey Central Power & Light Company ("JCP&L" or the "Company") and the Township of Montville ("Montville") (collectively, the "Undersigned Parties") in regard to the above-captioned matter (the "Matter").

The Undersigned Parties do hereby join in recommending that the Office of Administrative Law ("OAL") issue an Initial Decision approving the Stipulation, and that the Board of Public Utilities ("Board" or "BPU") issue an Order approving the Stipulation, based upon the following stipulations:

Background

1. On March 27, 2015, pursuant to *N.J.S.A.* 40:55D-19, JCP&L filed a Verified Petition (including pre-filed direct testimony) with the BPU in this Matter, requesting, *inter alia*, that the BPU issue an Order finding that the Montville-Whippany 230 kV transmission project, as defined in said Verified Petition (the “Project”), is reasonably necessary for the service, convenience or welfare of the public.

2. On May 1, 2015, Montville filed a motion to intervene in this Matter. JCP&L did not oppose Montville’s intervention.

3. On June 3, 2015, the BPU transmitted the Matter to the OAL as a contested case and it was thereafter assigned to the Honorable Leland S. McGee, ALJ.

4. On June 17, 2015, Judge McGee granted Montville’s intervention.

5. On September 8, 2015, Judge McGee issued a prehearing order with a procedural schedule for this Matter.

6. Thereafter, the Undersigned Parties engaged in written discovery. In addition, Montville filed written direct testimony of two witnesses and JCP&L filed written rebuttal testimony of three witnesses. Montville also filed written surrebuttal testimony of one witness.

7. In addition, the Undersigned Parties engaged in settlement discussions and negotiations. As a result of such discussions and negotiations, the Undersigned Parties have determined to resolve this Matter, as it relates to Montville and JCP&L, in accordance with the terms set forth below.

Stipulation

8. In regard to the route of the Project in the vicinity of the development known as the Meadows at Montville (an area that falls within Segment 6 of the Project as described in the

Verified Petition and supporting testimony), JCP&L will modify the route of the 230 kV transmission line as depicted on the map/drawing that is attached hereto as Attachment A. Montville acknowledges that JCP&L's ability to modify the route as agreed to herein is subject to the following conditions:

- a. The Meadows at Montville agrees to the necessary swap of easement rights with JCP&L on a "one for one" basis (i.e., no additional consideration). More specifically, the Meadows at Montville will agree to enter into a written agreement with JCP&L for the swap prior to the BPU's issuance of a final order in this proceeding. The easements to be swapped are depicted on the drawing that is attached to this Stipulation as Attachment B.
- b. The owner of the property at Lot 1.02, Block 138 in Montville Township agrees to grant JCP&L the necessary additional easement on that property to allow this route modification.
- c. If the Meadows at Montville agrees to the easement swap and if the owner of the property at Lot 1.02, Block 138 does not agree to grant JCP&L the necessary easement, JCP&L will modify only the portion of the route located on the Meadows at Montville property. Under this scenario, JCP&L will develop an alignment of the transmission line on the Meadows at Montville property that will be as close as practical to the route of the transmission line depicted on the map/drawing that is attached hereto as Attachment A. In the event Montville Township were to acquire the easement on Block 138, Lot. 1.02 at a reasonable price that JCP&L agrees with, and if such acquisition occurs prior to the start of construction on the Project, then JCP&L shall acquire said easement from Montville at such cost and construct the Project as depicted on Attachment A.

9. With respect to construction for the Project that may impact property at or near the Meadows at Montville and the Montville Chase, JCP&L agrees that, once construction is complete, disturbed work areas will be re-vegetated in accordance with the Soil Erosion and Sedimentation Control Plan submitted to the New Jersey Department of Environmental Protection ("NJDEP"). After construction, drainage, fencing and erosion control aspects of the

transmission line ROW will be restored to conditions as good as or better than those that existed prior to construction, which may include some or all of the following: 1) the restoring of drainage ditches, fencing and field drainage tiles; 2) fertilizing, seeding and mulching of disturbed non-cultivated areas; and 3) removing temporary soil erosion and sedimentation control measures after vegetative cover has been established. Where required, access roads shall be removed and the area restored to as good as or better than those that existed prior to construction.

10. In regard to the construction of the Project in the vicinity of the development known as Montville Chase (Segment 11 of the Project as described in the Verified Petition and supporting testimony), JCP&L agrees to utilize underbuild construction. Therefore, the new 230 kV conductors and the existing 34.5 kV conductors would be located on the same monopoles in Segment 11 of the Project. The existing wooden structures that carry the existing 34.5 kV conductors will be removed. The new monopoles will not be in the exact same location as the current structures carrying the existing 34.5 kV conductors; the new monopoles will be located in the appropriate location within the right-of-way, as depicted on the attached map/drawing. The exact location of each monopole will not be determined until final engineering is completed for the Project.

11. JCP&L will provide funds for landscaping in the Meadows at Montville and Montville Chase communities to assist in ameliorating the visual impact of the Project. The total funds for such landscaping-related activities will be as follows: \$15,000 for the Meadows at Montville and \$10,000 for Montville Chase. In addition, JCP&L agrees to provide \$10,000

towards the construction of a new playground at the Meadows at Montville. The payments set forth in this Paragraph 11 will be made directly to the Montville Chase and the Meadows at Montville, respectively, subject to the provisions of Paragraph 16 herein below.

12. JCP&L will lease the following parcels of land from Montville to use as construction storage/laydown sites during the construction of the Project: Block 131, Lot 15.3; Block 138, Lot 12; Block 138, Lot 13; and Block 123, Lot 19; and Block 59.2, Lot 23 (collectively the "Subject Parcels"), all on the tax map of the Township of Montville. JCP&L will lease the Subject Parcels at a total monthly rental fee of \$10,000 for a period of 14 months. In the event a State law or agency precludes such use of the property, the Township and JCP&L will find alternate locations to utilize at a similar amount of rental payment to be paid to the Township. If no suitable location is found, the parties have the right to terminate this agreement on 30 days' notice to the other party. The Undersigned Parties also agree that, should JCP&L require the use of the Subject Parcels beyond the 14-month lease period, JCP&L may elect, at its option, to extend the lease on a month-to-month basis at a monthly rental fee of \$10,000. The Undersigned Parties also agree that they will enter into an appropriate lease agreement regarding the use and restoration to prior conditions to the extent practical of the Subject Parcels. The Undersigned Parties also agree that JCP&L will be able to utilize any existing environmental permits or approvals that Montville has with respect to the use of the Subject Parcels, to the extent that such permits or approvals are compatible with JCP&L's planned use. The Undersigned Parties also agree that Montville will provide copies to JCP&L of any permits, wetland delineation, stream classification and similar reports and current plans for developing all or any portions of the Subject Parcels. The Undersigned Parties also agree that JCP&L will make necessary applications for additional approvals, if necessary for JCP&L's intended use of

the Subject Parcels, to the NJDEP. In addition, JCP&L expects that its use of the parcels may facilitate making approximately \$20,000 in improvements to one or more of the Subject Parcels as part of using the Subject Parcels as construction storage/laydown sites that is compatible with Montville's plan for developing the Subject Parcels. JCP&L will submit to Montville drawings identifying the improvements that it believes are compatible with Montville's plan for developing the Subject Parcels and, with Montville's approval, such improvements will be allowed to remain; and, if Montville's approval is not granted, such improvements will be removed.

13. The Undersigned Parties agree to support the Stipulation before the OAL and BPU. Montville also agrees that it will not challenge the Project before the OAL, BPU, any other municipal, county, state or federal agency, before any court, or in any other forum.

14. Montville agrees that it will not pursue additional administrative or judicial review of the BPU's denial of its request for an escrow fund for this proceeding.

15. The Undersigned Parties agree that this Stipulation is subject to the condition that the Meadows at Montville and Montville Chase each agree in writing, in a form acceptable to JCP&L and Montville, to the terms of this Stipulation, and that the Meadows at Montville and Montville Chase each files such written acknowledgement with the OAL.

16. Except as otherwise specifically provided herein, any payments by JCP&L to Montville Township, the Meadows at Montville, or Montville Chase pursuant to this Stipulation will be paid only after: (a) the receipt of a final, non-appealable order of the BPU approving the Project, in a form that is acceptable to JCP&L; or (b) the Montville-Whippany Project is constructed and energized, whichever is sooner. However, the monthly rental payments by

JCP&L to Montville Township set forth in Paragraph 12 herein above will commence within 30 days after JCP&L begins construction of the Project.

17. In regard the certain pre-filed testimony, Montville agrees that its pre-filed direct and surrebuttal testimony shall not be entered into the record in this Matter. JCP&L agrees that those portions of its pre-filed surrebuttal testimony that are directly in response to Montville's pre-filed direct testimony shall not be entered into the record in this Matter. The Undersigned Parties agree that all of JCP&L's direct testimony and the rest of JCP&L's rebuttal testimony (i.e., all portions thereof that are not directly in response to Montville's direct testimony) shall be entered into the record of this Matter.

18. The Undersigned Parties agree that this Stipulation fully resolves all issues in regard to the Project as between JCP&L and Montville.

Conclusion

19. The Undersigned Parties agree that this Stipulation contains mutual balancing and interdependent clauses and is intended to be accepted and approved in its entirety. In the event any particular provision of this Stipulation is not accepted and approved in its entirety by the OAL or the Board, or is modified by a court of competent jurisdiction, then any Undersigned Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right, upon written notice to be provided to all other Parties within ten (10) days after receipt of any such adverse decision, to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the OAL or the Board in an appropriate Order, or is modified by a court of competent jurisdiction, then any Undersigned Party hereto is free, upon ten (10) days' written notice, to pursue its then available legal remedies

with respect to all issues addressed in this Stipulation, including the right to litigate all issues herein to a conclusion, as though this Stipulation had not been signed.


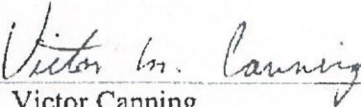
20. The Undersigned Parties agree that this Stipulation shall be binding on them for all purposes herein.

21. It is specifically understood and agreed that this Stipulation represents a negotiated agreement and, except as otherwise expressly provided for herein:

- a. By executing this Stipulation, no Undersigned Party waives any rights it possesses under any prior Stipulation, except where the terms of this Stipulation supersede such prior Stipulation.
- b. The contents of this Stipulation shall not in any way be considered, cited or used by any of the Undersigned Parties as an indication of any Undersigned Party's position on any related or other issue litigated in any other proceeding or forum, except to enforce the terms of this Stipulation.

22. This Stipulation may be executed in any number of counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties.

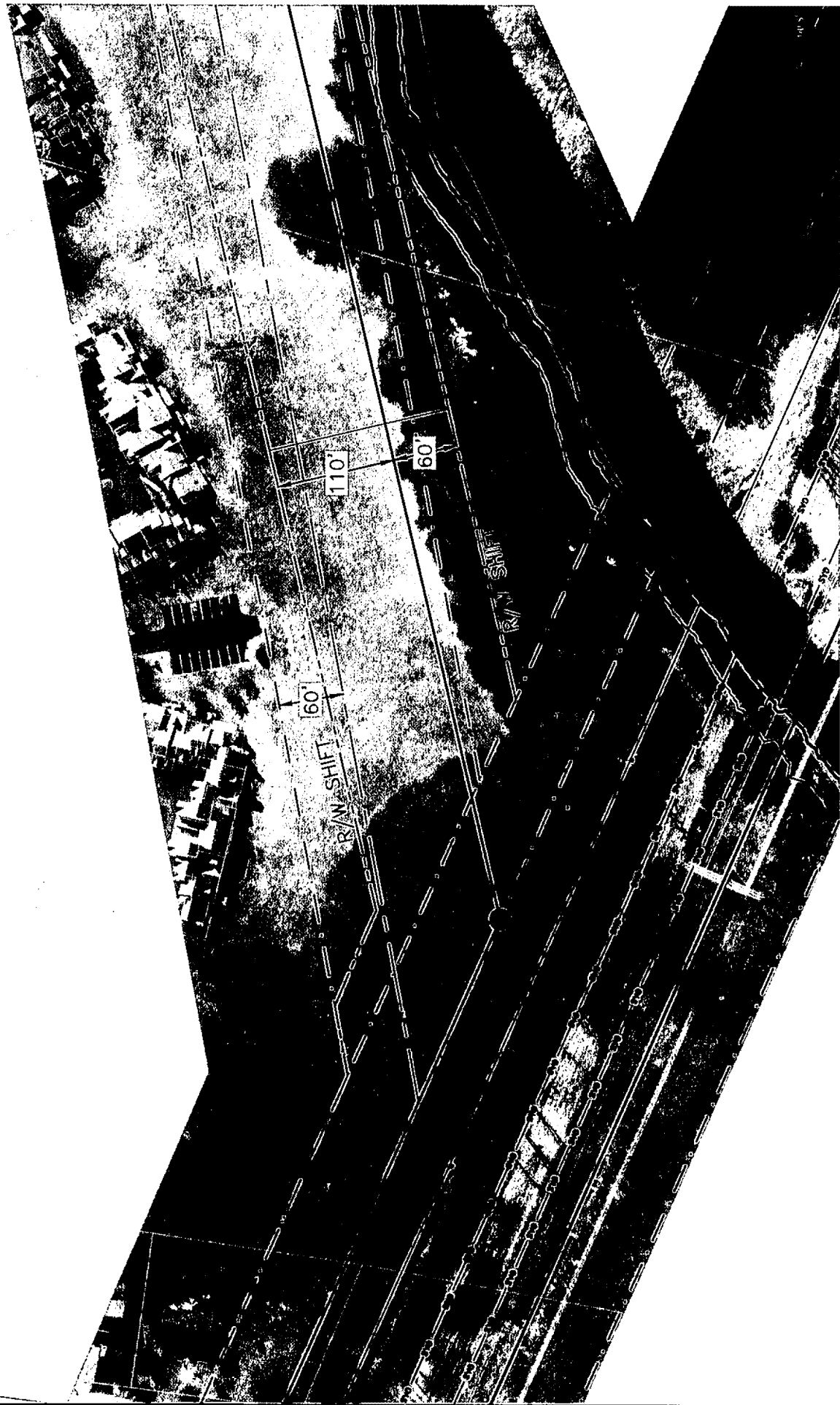
WHEREFORE, the Undersigned Parties hereto have duly executed and do respectfully submit this Stipulation to the OAL, and recommend that the presiding Administrative Law Judge issue an Initial Decision adopting and approving this Stipulation in its entirety. The Parties also recommend that the Board issue a Final Decision and Order adopting and approving this Stipulation in its entirety in accordance with the terms hereof. The Parties further acknowledge that a Board Order approving this Stipulation will become effective upon the service of said Board Order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.

Jersey Central Power & Light Company	Township of Montville
By:  Gregory Eisenstark, Esq. Windels Marx Lane & Mittendorf, LLP	By:  Victor Canning Township Administrator
Dated: 5-24-2016	Dated: 5.24.2016

CONFIDENTIAL
FOR SETTLEMENT PURPOSES ONLY



MORRIS COUNTY
STATE OF NEW JERSEY



CONFIDENTIAL
FOR SETTLEMENT PURPOSES ONLY

MORRIS COUNTY
STATE OF NEW JERSEY

MEADOWS AT MONTVILLE
EASEMENT

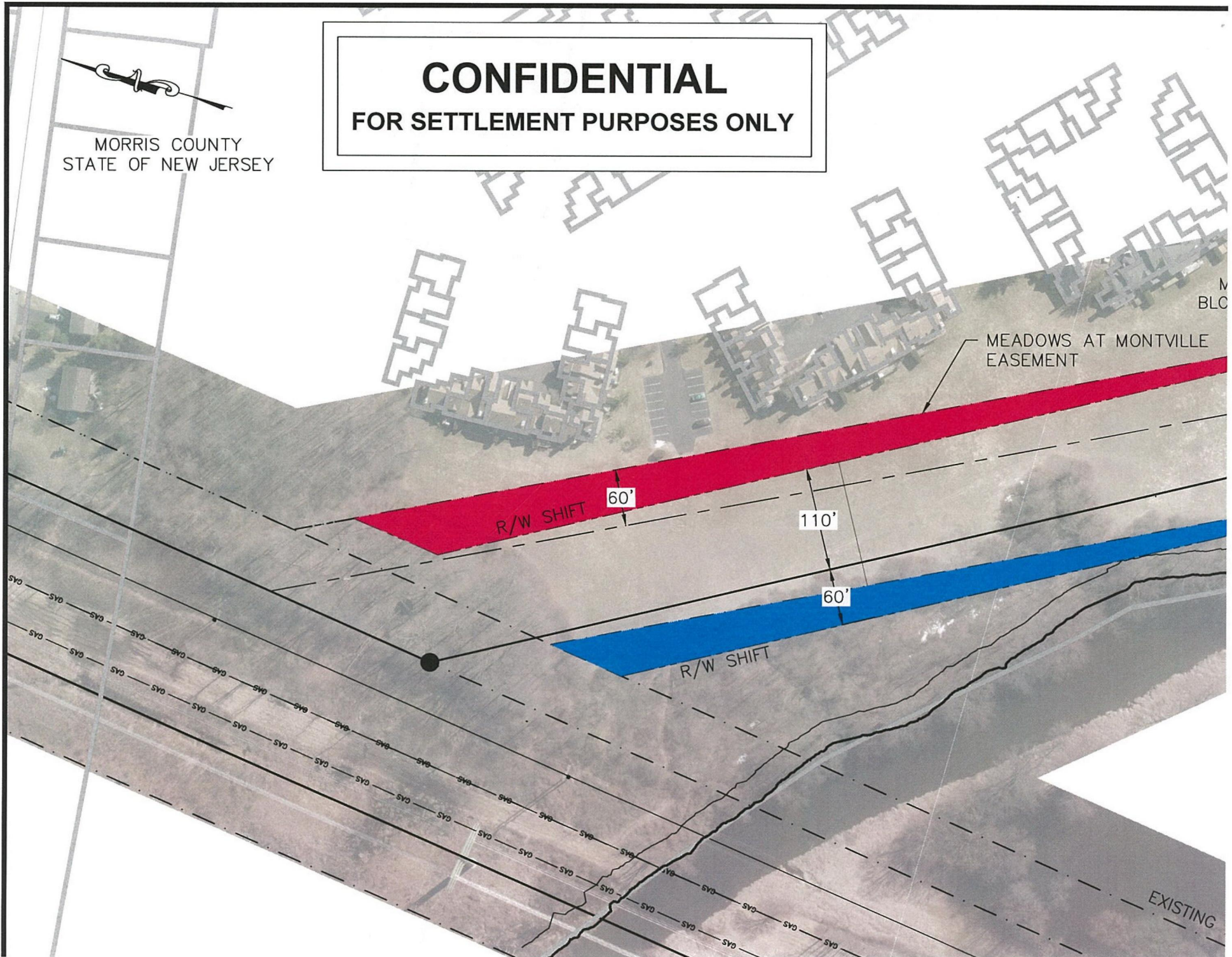
R/W SHIFT
60'

110'

60'

R/W SHIFT

EXISTING



MEADOWS AT MONTVILLE, CONDOMINIUM ASSOCIATION, INC.

May 23, 2016

Via Email & Regular Mail

Honorable Leland McGee, ALJ
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

**Re: In The Matter Of The Petition Of Jersey Central Power & Light
Company Pursuant To N.J.S.A. 40:55d-19 For A Determination That
The Montville-Whippany 230 kV Transmission Project Is Reasonably
Necessary For The Service, Convenience Or Welfare Of The Public
BPU Docket No. EO15030383
OAL Docket No. PUC 08235-2015N**

Dear Judge McGee:

We are writing on behalf of the Board of Trustees for the Meadows at Montville Condominium Association. We have reviewed the terms of the Stipulation of Settlement between Montville Township and Jersey Central Power & Light Company and its impact on the Meadows at Montville Condominium Association and accordingly, after much thought and consideration, we concur with the settlement. So long as the plans are modified for this project to be consistent with what is proposed in this settlement, Meadows hereby endorses this agreement and the plans for this project.

Respectfully submitted,


Meadows Board of Trustees

cc: Attached Service List (via email, w/encl.)
{40634960:1}

Professionally managed by :

Homestead Management Services, Inc

328 Changebridge Rd. P.O. Box 644, Pine Brook, NJ 07058 office: 973-797-1444 fax: 973-797-1499
854 Route 206 S. Bldg C P.O. Box 7499 Hillsborough NJ 08844 office: 908-874-6991 fax: 908-874-6951

May 23, 2016

Via Email & Regular Mail


Honorable Leland McGee, ALJ
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

**Re: In The Matter Of The Petition Of Jersey Central Power & Light
Company Pursuant To N.J.S.A. 40:55d-19 For A Determination That
The Montville-Whippany 230 kV Transmission Project Is Reasonably
Necessary For The Service, Convenience Or Welfare Of The Public
BPU Docket No. EO15030383
OAL Docket No. PUC 08235-2015N**

Dear Judge McGee:

We are writing on behalf of the Board of Trustees for Montville Chase Condominium Association. We have reviewed the terms of the Stipulation of Settlement and its impact on the Montville Chase Condominium Association and accordingly, after much thought and consideration, we concur with the settlement. So long as the plans are modified for this project to be consistent with what is proposed in this settlement, Chase hereby endorses this agreement and the plans for this project

Respectfully submitted,

 Vice-President
Chase Board of Trustees

cc: Attached Service List (via email, w/encl.)