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SEP 28 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

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September 27, 2018

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

EM18091076

Aida Camacho-Welch, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue
3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350

RECEIVED
CASE MANAGEMENT

SEP 28 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

RE: Notice of Jersey Central Power & Light Company's Proposed Sale and Conveyance of 3.21 Acres of Real Property in South Toms River, Ocean County, New Jersey to M&T at STR Urban Renewal, LLC

Dear Secretary Camacho-Welch:

On behalf of Jersey Central Power & Light Company ("**JCP&L**" or the "**Company**") please find the original and eleven (11) copies of the Company's Notice (the "**Notice**") of the Proposed Sale and Conveyance of 3.21 Acres of Real Property in South Toms River, Ocean County, New Jersey (the "**Property**") to M&T at STR Urban Renewal, LLC (the "**Buyer**"), which is hereby provided to the New Jersey Board of Public Utilities (the "**Board**"). The Notice has been signed by Mr. Thomas R. Donadio, a Staff Analyst from the Company's Rates & Regulatory Affairs – NJ department. The signed Verification from Ms. Wendy Schwingel, the Director of Real Estate and Facilities for FirstEnergy Service Company, acting on behalf of JCP&L, is attached to the Notice.

The Notice is provided pursuant to N.J.A.C. 14:1-5.6(d) 4., which provides that the sale of real property may be consummated without a petition to the Board, where the real property is not used by or useful to the utility, has a net book cost and sale price not in excess of \$500,000, and where such transaction does not "compromise the needs of the utility and will not affect the utility's ability to provide safe, adequate and proper service."

CMS
LEGAL
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RPA

S. Peterson
ENERGY(S)

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Aida Camacho-Welch, Secretary
September 27, 2018
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This regulation further provides that the consummation of such conveyance of property by the utility requires only written notice (*i.e.*, not a petition) to the Board not less than 30 days prior to the effective date of the proposed grant. Under N.J.A.C. 14:1-5.6(e), upon expiration of the 30 day notice period, the Board Secretary “will certify on a true copy of the notice to be furnished to the Board that such sale, lease or release is deemed to be in the ordinary course of business and within the statutory provision.”

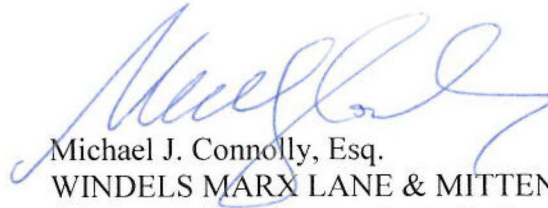
As set forth in the attached Notice, JCP&L has entered into a real estate sales agreement (the “*Agreement*”) with Buyer for the sale and conveyance of the Property for a purchase price of One Hundred Sixteen Thousand Dollars (\$116,000.00). The Agreement is effective as of its execution by Buyer on July 19, 2018. However, the closing of the sale of the Property is contingent upon, among other things, receipt, in this case, of the Board Secretary’s certification and endorsement of the Notice pursuant to N.J.A.C. 14:1-5.6(e). Additionally, as required by N.J.A.C. 14:1-5.6(e) 7., and as stated in the Notice, the Property is no longer used and useful and the sale of the Property to Buyer, subject to the reservation of a vegetation management easement, will not compromise JCP&L’s ability to render safe, adequate and proper service.

Therefore, pursuant to N.J.A.C. 14:1-5.6(e), I hereby request on behalf of JCP&L that, upon expiration of the 30 day notice period, in your capacity as Board Secretary, you kindly endorse (and return to me) a true copy of the enclosed Notice with the Board’s certification and endorsement that the proposed sale and conveyance of the Property to the Buyer by JCP&L under the Agreement is deemed to be in the ordinary course of business and within the statutory provision.

Aida Camacho-Welch, Secretary
September 27, 2018
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Please kindly time and date stamp and provide the Board's docket number on one of the enclosed copies and return it to me in the self-addressed, postage pre-paid envelope. Thank you for your courtesies in connection with the Notice and with this request. If you have any questions, please free to contact me.

Very truly yours,



Michael J. Connolly, Esq.
WINDELS MARX LANE & MITTENDORF, LLP
Attorneys for Jersey Central Power & Light
Company

MJC:km
Enclosures

cc: The Attached Service List (as indicated thereon)

SEP 28 2018

NOTICE OF JERSEY CENTRAL POWER & LIGHT COMPANY OF THE SALE AND CONVEYANCE OF 3.21 ACRES OF REAL PROPERTY IN SOUTH TOMS RIVER, OCEAN COUNTY NEW JERSEY TO M&T AT STR URBAN RENEWAL, LLC

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

NOTICE IN ACCORDANCE
WITH N.J.A.C. 14:1 – 5.6(d)4

DOCKET NO. _____

RECEIVED
MAIL ROOM

SEP 28 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

TO: STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

NOTICE is hereby given that Jersey Central Power & Light Company (“JCP&L” or “Grantor”) proposes to sell and convey certain of its real property (the “Property”) to the M&T AT STR URBAN RENEWAL, LLC (“M&T” or “Grantee”) (collectively, the “Parties”) as follows:

1. Grantor proposes to convey a parcel of land designated as Block 20, Lot 12 on the Borough of South Toms River tax maps, comprising approximately 3.21 acres located in South Toms River Borough, Ocean County, New Jersey including the land, all appurtenant rights, and any fixtures and improvements currently located thereon (the “Property”) to M&T, as Grantee.
2. A true and correct copy of the Real Estate Sales Agreement (the “Agreement”) entered into by Grantor and Grantee as of July 19, 2018 (the “Effective Date”) is attached hereto as Attachment A, which contains a drawing of the Property, and Schedule A to the proposed form of Deed, which is attached to the Agreement as Exhibit B. A Title Survey prepared by Grantee is attached hereto as Attachment B. The Agreement provides for the Grantee to (i) obtain a Title Commitment within 30 days, (ii) at its option, undertake and complete an Environmental Audit within 45 days, of the Agreement’s Effective Date. The Agreement may be terminated by Grantee within 90 days of the Agreement’s Effective Date (unless waived sooner) based on Grantee’s reasonable dissatisfaction with the physical or environmental condition of the Property after Buyer’s inspection, surveying and testing.

3. Under the Agreement, the consideration for the conveyance of the Property is the purchase price of One Hundred Sixteen Dollars (\$116,000.00), comprised of (i) an earnest money deposit of Eleven Thousand Six Hundred Dollars (\$11,600.00) paid by Grantee on execution of the Agreement, and (ii) the balance of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) to be paid at closing.
4. Other than as Grantor and Grantee under the Agreement, there is no other relationship between the Parties.
5. The Property is an approximately 3.21 acre parcel of a much larger 26.23 acre real estate parcel formerly used as railroad right-of-way, which was acquired by deed dated October 28, 1970 and recorded on December 30, 1970 in the Ocean County Clerk's Office for One Hundred Thousand Dollars (\$100,000.00). The Company's estimated Book Cost for the parcel comprising the Property is One Thousand Five Hundred Forty-Three Dollars and 27/100 (\$1,543.27).
6. The Property is not income producing and, currently, JCP&L pays all carrying charges including taxes thereon. The assessed value of the Property to be conveyed is One Hundred Thirteen Thousand Dollars (\$113,000.00). A recent professional, purchase price determination, appraisal of the Property by Meehan Valuation indicates an "as is" market value of One Hundred Sixteen Thousand Dollars (\$116,000.00). A copy of the appraisal is attached as Attachment C hereto.
7. The Company's fee interest in the Property is no longer used by or useful to JCP&L and the proposed sale and conveyance of the Property will not compromise the Company's ability to provide safe, adequate and proper service since JCP&L will reserve a utility vegetation management easement with respect to the Property.
8. The verification of a properly authorized officer of the Company of the statements contained in this notice is attached hereto as Attachment D.

JERSEY CENTRAL POWER & LIGHT COMPANY



Thomas R. Donadio
Staff Analyst
Rates & Regulatory Affairs - NJ

Dated: September 27 2018
300 Madison Avenue
Morristown, New Jersey 07960