



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

IN THE MATTER OF THE IMPLEMENTATION OF <u>L. 2018, c. 16</u> REGARDING THE ESTABLISHMENT OF A)	<u>STATE ENERGY SERVICES</u>
ZERO EMISSION CERTIFICATE PROGRAM FOR)	
ELIGIBLE NUCLEAR POWER PLANTS)	PREHEARING ORDER
)	
)	DOCKET NO. EO18080899
)	

Parties of Record:

Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel
Jeffrey W. Mayes, Esq., General Counsel, Monitoring Analytics, LLC

BY PRESIDENT JOSEPH L. FIORDALISO:

BACKGROUND

On May 23, 2018, Governor Phil Murphy signed into law L. 2018, c. 16 (C.48:3-87.3 to -87.7) ("Act"). The Act requires the New Jersey Board of Public Utilities ("Board") to implement a Zero Emission Certificate ("ZEC") program within specified timelines. N.J.S.A. 48:3-87.3 to -87.5. Under the Act, the Board may approve certain eligible nuclear energy generators to receive ZECs, which New Jersey's electric distribution companies ("EDCs") would be required to purchase. N.J.S.A. 48:3-87.5(b); N.J.S.A. 48:3-87.5(1). The Act provides that the Board shall order the full recovery of EDCs' costs associated with the purchased ZECs through a non-bypassable charge imposed on each EDC's retail distribution customers. N.J.S.A. 48:3-87.5 (j) (1).

The Act identifies the basic steps for the Board to establish a ZEC program, including program logistics, funding, costs, application, eligibility requirements, selection process, and the timeframes for meeting several requirements of the Act. N.J.S.A. 48:3-87.5. By November 19, 2018, within 180 days of the Act's enactment, the Board was required, after notice, the opportunity for comment, and public hearing, to issue an order establishing a ZEC program for selected nuclear power plants. N.J.S.A. 48:3-87.5(b).

The Act also directed each EDC to file with the Board within 150 days of the Act's enactment, by October 22, 2018, a tariff to recover from its retail distribution customers a charge of \$0.004 per kilowatt-hour. N.J.S.A. 48:3-87.5(j). The Act identifies this charge as the emissions avoidance benefits associated with the continued operation of a selected nuclear power plant. Ibid. Within

60 days of the filing of each EDC tariff, and after notice, opportunity for comment, and a public hearing, the Board was required to approve the appropriate tariffs. Ibid.

The Act requires the Board to determine whether to certify any applicant to receive ZECs no later than April 18, 2019, 330 days after the Act's enactment, after notice, opportunity for comment, and a public hearing. N.J.S.A. 48:3-87.5(d). The Board is under no obligation to certify any nuclear power plant as an eligible nuclear power plant. Ibid.

Under N.J.S.A. 48:3-87.5(a), a ZEC applicant "shall provide to the board any financial information requested by the board pertaining to the nuclear power plant." Also, N.J.S.A. 48:3-87.5(e)(1) through (e)(5) specifies the criteria for an applicant to be certified by the Board as an eligible nuclear power plant. Four of the five criteria (N.J.S.A. 48:3-87.5(e)(1), (2), (4), and (5)) deal with information that is readily ascertainable and largely incontrovertible. N.J.S.A. 48:3-87.5(e)(3) requires the applicant to demonstrate that the environmental attributes of the nuclear power plant "are at risk of loss" because it "is projected to not fully cover its costs and risks," or not cover its costs, and that it "will cease operations within three years unless [it] experiences a material financial change." Ibid.

Because certain application information may be claimed to be confidential by the ZEC applicant, the Act provides:

The financial and other information required pursuant to this subsection may be submitted on a confidential basis and shall be treated and maintained as confidential by the board and shall not be subject to public disclosure, notwithstanding any law to the contrary, including the common law. The board and the Attorney General shall jointly approve the disclosure of such confidential information to a party that they deem essential to aid the board in making the determinations required under this subsection, provided that the party is not in a position such that disclosure could harm competition and the party agrees in writing to maintain the confidentiality of the confidential information.

[N.J.S.A. 48:3-87.5 (a).]

PROCEDURAL HISTORY

Initiating Order

On August 29, 2018, the Board approved an Order¹ initiating the ZEC program. Specifically, the Board (i) directed Staff to facilitate the establishment of a ZEC application process and related activities under the Act, and take all necessary steps required under the Act, including scheduling public hearings, establishing a comment process, and preparing for consideration by the Board a completed application process by November 19, 2018; (ii) directed the EDCs to file tariffs in compliance with the Act by October 22, 2018, for approval by the Board; (iii) designated President Joseph L. Fiordaliso as the Presiding Officer authorized to rule on all motions arising during the pendency of final Board action as required by the Act and modify any schedules that may be set as necessary to secure a just and expeditious determination of the issues; and (iv)

¹ I/M/O the Implementation of L. 2018, c. 16 Regarding the Establishment of a Zero Emission Certificate Program for Eligible Nuclear Power Plants, BPU Docket No. EO18080899, Order Initiating the Zero Emission Certificate Program, Designating Commissioner, and Setting Manner of Service and Bar Date, dated August 29, 2018.

directed that any entities seeking to intervene or participate in the tariff proceeding file the appropriate motion with the Board by October 23, 2018.

Public Hearings and Comments

By Public Notice ("Notice") dated September 11, 2018, the Board solicited comments from the public and stakeholders on the ZEC program and application process. The Notice sought comments on seventeen questions related to the implementation process for the ZEC program. Also, the Notice invited members of the public to attend and present their views on the implementation and application process at three public hearings to be held on October 4, 2018 in Hackensack; October 10, 2018 in Atlantic City; and October 11, 2018 in New Brunswick. The public hearings proceeded as scheduled and were well attended, with twelve to twenty participants per hearing. Numerous members of the public and stakeholders provided oral and written comments.

November 19, 2018 Orders

On November 19, 2018, the Board issued seven (7) different orders (i) establishing a method and application process for determination of the eligibility and selection of nuclear power plants and a mechanism for the EDCs to purchase ZECs from selected nuclear power plants; (ii) ruling on the motions to intervene and/or participate and/or for receipt of confidential information; and (iii) addressing each EDC's ZEC recovery charge tariff filing. The Board did not establish any trial-type adjudicative proceeding for any determination required under the Act.

Six entities filed motions regarding the ZEC program. The New Jersey Division of Rate Counsel ("Rate Counsel") moved for access to confidential information, and five motions were filed to intervene or participate in the proceedings by the New Jersey Large Energy Users Coalition ("NJLEUC"); PJM Independent Market Monitor ("IMM"); NRG Energy, Inc. ("NRG"); PJM Power Providers Group ("P3"); and Public Service Electric and Gas Company ("PSE&G"), PSEG Power LLC, and PSEG Nuclear LLC (collectively, "PSEG Companies").

The Board acknowledged the movants' particular interest in the outcome of the ZEC application proceeding and their potential to contribute to the Board's understanding of the issues in the proceeding. But, in light of the ZEC Act's unique statutory scheme, the Board granted only Rate Counsel and the IMM intervenor status and the right to receive confidential information. The Board granted P3 and the other movants participant status, which precluded them from access to confidential information. The Board found that participant status was warranted, given (i) the Act's various opportunities for public participation through public comments and public hearings; (ii) overall concerns regarding the disclosure and treatment of confidential information; and (iii) the Act's requirement of expeditious Board action.

The Board approved, with the Attorney General's approval subject to N.J.S.A. 48:3-87.5(a), disclosure of confidential information to Rate Counsel and the IMM, conditioned upon execution of the standard non-disclosure agreement ("NDA") used in public utility cases filed with the Board (see Attachment A). In reaching its determination, the Board noted Rate Counsel's statutory role in advocating for utility ratepayers and found that disclosure of confidential information to Rate Counsel would not harm competition. The Board made similar findings under N.J.S.A. 48:3-87.5(a) with respect to the IMM, based upon the IMM's active engagement to preserve competition in PJM wholesale electricity markets.

The Board approved a comprehensive ZEC application form and opened the ZEC application filing window from November 19 to December 19, 2018. The Board also posted responses to questions regarding the ZEC application received after issuance of the November 19, 2018 Orders and the ZEC application at www.state.nj.us/bpu/agenda/zec.html. The Board stated that it will post all applications timely filed, without confidential information, on its website as the Board receives them. The Board also stated that persons or entities seeking access to confidential ZEC application information must submit such requests to the Board by December 31, 2018. The Board authorized the Presiding Officer to issue a decision on all such requests by January 15, 2019, in accordance with N.J.S.A. 48:3-87.5(a). The Board noted that, if additional information on applications is requested, such requests should be made to Staff for review and a determination of need. The Board set January 31, 2019 as the deadline for comments on applications.

Participant P3 Appeal

On December 3, 2018, P3 filed with the Appellate Division of the Superior Court of New Jersey a motion for emergent relief for leave to appeal and for summary disposition for the entry of the Board's November 19, 2018 order permitting P3 to appear in this proceeding as a participant but denying it intervenor status. On December 6, 2018, on behalf of the Board, the New Jersey Division of Law submitted a reply brief requesting that the court deny P3's emergent motion; the PSEG Companies submitted a brief in opposition to P3's motion; and Rate Counsel submitted a letter in support of P3's motion. On December 7, 2018, the Honorable Garry S. Rothstadt, J.A.D., denied P3's emergent motion.²

On December 10, 2018, P3 filed with the New Jersey Supreme Court a request for emergent relief from the Board's Order denying P3 intervenor status and reversal of the Appellate Division's decision. On December 12, 2018, the Honorable Justice Faustino J. Fernandez-Vina, J., denied P3's request for permission to file the emergent motion and any related request for relief pending disposition of an emergent motion on the basis that P3 did not meet the criteria set forth in Crowe v. De Gioia, 90 N.J. 126 (1982).³

Service of Applications and Supplemental Information

By letter dated December 6, 2018, Rate Counsel requested that the Board adopt and post on its website specific requirements relating to the service of applications and associated NDAs in this matter. Rate Counsel first requested that the redacted, public version of an application be immediately served electronically on all parties and participants, with a single hard copy to be provided to each party and participant promptly thereafter. Second, Rate Counsel suggested that, simultaneously with the electronic service of the application, an NDA provided by the Board should be signed on behalf of the applicant and served electronically on all parties afforded access to confidential information. Third, Rate Counsel suggested that, immediately upon receipt of signatures to the DNA on behalf of a party and any consultants, the applicant should immediately electronically serve on that party the full application, including confidential information, with a single hard copy to be provided promptly thereafter.

By letter dated December 10, 2018, PSEG noted that it is preparing to submit applications in this proceeding with respect to its three nuclear generation units: (1) Salem 1; (2) Salem 2; and (3) Hope Creek and that each application will be voluminous. Given that volume and in the

² Appellate Division Docket No. AM-000161-18, Order on Emergent Motion, dated December 7, 2018.

³ Supreme Court Docket No. (082173)(S-44-18).

interest of regulatory economy, the PSEG Companies proposed an alternative to the process suggested by Rate Counsel. In summary, the PSEG Companies requested permission to submit applications in an electronic storage medium, such as portable hard drive or flash drive, containing both redacted and non-redacted submissions following completion of the NDA via overnight delivery. Parties entitled to non-redacted submissions would receive hard copies following completion of the NDA. Participants entitled to redacted submissions would be served with hard drives or flash drives via overnight delivery. The PSEG Companies also noted that the PSEG applicants would be prepared to submit a proposed NDA by no later than Friday, December 14, 2018.

DISCUSSION AND FINDINGS

I have reviewed the proposals exchanged regarding the service of applications and associated proposed NDAs. After giving due consideration to the positions of Staff, Rate Counsel, and the PSEG Companies, in the interests of economy, I **HEREBY DIRECT** applicants to serve the application and supporting documents in the following manner:

1. When serving the Board, Rate Counsel, and the IMM with the nonredacted version of the application, all applicants shall submit the NDA (included as Attachment A and also posted on the Board's website) under Docket No. EO1808099, signed on behalf of the applicant. Execution of the NDA shall be completed and submitted to the Board on or before December 19, 2018.
2. If the NDA has not been fully executed by December 19, 2018, the applicant shall serve the redacted, public version of the application on the Board, Division of Law, parties, and participants electronically – that is, via email or, if email is not feasible, in an electronic storage medium, such as a data disk, portable hard drive, or flash drive via overnight delivery – with three copies to the Board, four copies to Rate Counsel, and two copies to the IMM. Applicants shall also serve one electronic copy each to NJLEUC, NRG, and P3. Promptly thereafter, and in order to facilitate efficiency and storage management, the applicant shall provide one double-sided hard copy of the application each to the Board, Division of Law, Rate Counsel, and the IMM.
3. If the NDA has been fully executed by or before December 19, 2018, or once the NDA has been fully executed, the applicant shall serve the full application, including all information provided on a confidential basis, on the Board, Division of Law, Rate Counsel, and the IMM, electronically, as described above. Promptly thereafter, and in order to facilitate efficiency and storage management, the applicant shall provide one double-sided hard copy of the application each to the Board, Division of Law, Rate Counsel, and the IMM.
4. Applicants shall submit spreadsheets in an Excel or comparable format.

I **HEREBY DIRECT** that this Order be posted on the Board's website.

This ruling is subject to ratification or other alteration by the Board as it deems appropriate during the proceedings in this matter.

This Order is effective on December 17, 2018.

DATED:



JOSEPH L. FIORDALISO
PRESIDENT

**In the Matter of the Implementation of L. 2018, c. 16 Regarding the Establishment of a
Zero Emission Certificate Program for Eligible Nuclear Power Plants**

Docket No. EO18080899

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Attachment A

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

IN THE MATTER OF THE IMPLEMENTATION
OF L. 2018, c. 16 REGARDING THE
ESTABLISHMENT OF A ZERO EMISSION
CERTIFICATE PROGRAM FOR ELIGIBLE
NUCLEAR POWER PLANTS

DOCKET NO. EO18080899

**AGREEMENT OF NON-DISCLOSURE OF INFORMATION
CLAIMED TO BE CONFIDENTIAL**

It is hereby AGREED, as of the ____ day of December, 2018, by and among _____ ("APPLICANT"), the Staff of the New Jersey Board of Public Utilities ("Board Staff"), the New Jersey Division of the Rate Counsel ("Rate Counsel"), and the Independent Market Monitor for PJM Interconnection, LLC (collectively, the "Parties"), who have agreed to execute this Agreement of Non-Disclosure of Information Claimed to be Confidential ("Agreement"), and to be bound thereby that:

WHEREAS, in connection with the above-captioned proceeding before the Board of Public Utilities ("Board"), and in which the Board has designated President Joseph L. Fiordaliso as the Presiding Officer to rule on all motions that arise during the pendency of final Board action as required under N.J.S.A. 48:3-87.3 to -87.7, **APPLICANT** and/or another party ("Producing Party") may be requested or required to provide documents, analyses and/or other data or information regarding the subject matter of this proceeding that the Producing Party may claim constitutes or contains confidential, proprietary or trade secret information, or which otherwise may be claimed by the Producing Party to be of a market-sensitive, competitive, confidential or proprietary nature (hereinafter sometimes referred to as "Confidential Information" or "Information Claimed to be Confidential"); and

WHEREAS, the Parties wish to enter into this Agreement to facilitate the exchange of information while recognizing that under Board regulations at N.J.A.C. 14:1-12 et seq., a request for confidential treatment shall be submitted to the Custodian who is to rule on requests made pursuant to the Open Public Records Act ("OPRA")¹, N.J.S.A. 47:1A-1 et seq., unless such information is to be kept confidential pursuant to court or administrative order (including, but not limited to, an Order by the Presiding Officer sealing the record or a portion thereof pursuant to N.J.A.C. 1:1-14.1, and the parties acknowledge that an Order by the Presiding Officer to seal the record is subject to modification by the Board), and also recognizing that a request may be made to designate any such purportedly confidential information as public through the course of this administrative proceeding; and

WHEREAS, the Parties acknowledge that unfiled discovery materials are not subject to public access under OPRA; and

WHEREAS, the Parties acknowledge that, despite each Party's best efforts to conduct a thorough pre-production review of all documents and electronically stored information ("ESI"), some work product material and/or privileged material ("protected material") may be inadvertently disclosed to another Party during the course of this proceeding; and

WHEREAS, the undersigned Parties desire to establish a mechanism to avoid waiver of privilege or any other applicable protective evidentiary doctrine as a result of the inadvertent disclosure of protected material;

NOW, THEREFORE, the Parties hereto, intending to be legally bound thereby,
DO HEREBY AGREE as follows:

¹ Although OPRA and the Board Rules are referenced in this Agreement, N.J.S.A. 48:3-87.5(a) applies if there is any conflict between N.J.S.A. 48:3-87.5(a) and OPRA or the Board Rules regarding the disclosure of confidential information.

1. The inadvertent disclosure of any document or ESI which is subject to a legitimate claim that the document or ESI should have been withheld from disclosure as protected material shall not waive any privilege or other applicable protective doctrine for that document or ESI or for the subject matter of the inadvertently disclosed document or ESI if the Producing Party, upon becoming aware of the disclosure, promptly requests its return and takes reasonable precautions to avoid such inadvertent disclosure.

2. Except in the event that the receiving party or parties disputes the claim, any documents or ESI which the Producing Party deems to contain inadvertently disclosed protected material shall be, upon written request, promptly returned to the Producing Party or destroyed at the Producing Party's option. This includes all copies, electronic or otherwise, of any such documents or ESI. In the event that the Producing Party requests destruction, the receiving party shall provide written confirmation of compliance within thirty (30) days of such written request. In the event that the receiving party disputes the Producing Party's claim as to the protected nature of the inadvertently disclosed material, a single set of copies may be sequestered and retained by and under the control of the receiving party until such time as the Producing Party has received final determination of the issue by the Board of Public Utilities or the Presiding Officer, provided that the Board has not modified or rejected an order by the Presiding Officer.

3. Any such protected material inadvertently disclosed by the Producing Party to the receiving party pursuant to this Agreement shall be and remain the property of the Producing Party.

4. Any Information Claimed to be Confidential that the Producing Party produces to any of the other Parties in connection with the above-captioned proceeding and pursuant to the terms of this Agreement shall be specifically identified and marked by the Producing Party as

Confidential Information when provided hereunder. If only portions of a document are claimed to be confidential, the producing party shall specifically identify which portions of that document are claimed to be confidential. Additionally, any such Information Claimed to be Confidential shall be provided in the form and manner prescribed by the Board's regulations at N.J.A.C. 14:1-12 et seq., unless such information is to be kept confidential pursuant to court or administrative order. However, nothing in this Agreement shall require the Producing Party to file a request with the Board's Custodian of Records for a confidentiality determination under N.J.A.C. 14:1-12 et seq. with respect to any Information Claimed to be Confidential that is provided in discovery and not filed with the Board.

5. With respect to documents identified and marked as Confidential Information, if the Producing Party's intention is that not all of the information contained therein should be given protected status, the Producing Party shall indicate which portions of such documents contain the Confidential Information in accordance with the Board's regulations at N.J.A.C. 14:1-12.2 and 12.3. Additionally, the Producing Party shall provide to all signatories of this Agreement full and complete copies of both the proposed public version and the proposed confidential version of any information for which confidential status is sought.

6. With respect to all Information Claimed to be Confidential, it is further agreed that:

- (a) Access to the documents designated as Confidential Information, and to the information contained therein, shall be limited to the Party signatories to this Agreement and their identified attorneys, employees, and consultants whose examination of the Information Claimed to be Confidential is required for the conduct of this particular proceeding.

- (b) Recipients of Confidential Information shall not disclose the contents of the documents produced pursuant to this Agreement to any person(s) other than their identified employees and any identified experts and consultants whom they may retain in connection with this proceeding, irrespective of whether any such expert is retained specially and is not expected to testify, or is called to testify in this proceeding. All consultants or experts of any Party to this Agreement who are to receive copies of documents produced pursuant to this Agreement shall have previously executed a copy of the Acknowledgement of Agreement attached hereto as "Attachment I," which executed Acknowledgement of Agreement shall be forthwith provided to counsel for the Producing Party, with copies to counsel for Board Staff and Rate Counsel.
- (c) No other disclosure of Information Claimed to be Confidential shall be made to any person or entity except with the express written consent of the Producing Party or their counsel, or upon further determination by the Custodian, or order of the Board, the Government Records Council or of any court of competent jurisdiction that may review this matter.

7. The undersigned Parties have executed this Agreement for the exchange of Information Claimed to be Confidential only to the extent that it does not contradict or in any way restrict any applicable Agency Custodian, the Government Records Council, the Presiding Officer, the Board, or any court of competent jurisdiction from conducting appropriate analysis and making a determination as to the confidential nature of said information, where a request is made pursuant to OPRA, N.J.S.A. 47:1A-1 et seq. Absent a determination by any applicable

Custodian, Government Records Council, the Presiding Officer, the Board, or any court of competent jurisdiction that a document is to be made public, the treatment of the documents exchanged during the course of this proceeding and any subsequent appeals is to be governed by the terms of this Agreement.

8. In the absence of a decision by the Custodian, Government Records Council, the Presiding Officer, or any court of competent jurisdiction, the acceptance by the undersigned Parties of information which the Producing Party has identified and marked as Confidential Information shall not serve to create a presumption that the material is in fact entitled to any special status in these or any other proceedings. Likewise, the affidavit submitted pursuant to N.J.A.C. 14:1-12.8 shall not alone be presumed to constitute adequate proof that the Producing Party is entitled to a protective order for any of the information provided hereunder.

9. In the event that any Party seeks to use the Information Claimed to be Confidential in the course of any hearings or as part of the record of this proceeding, the Parties shall seek a determination by the trier of fact as to whether the portion of the record containing the Information Claimed to be Confidential should be placed under seal. Furthermore, if any Party wishes to challenge the Producing Party's designation of the material as Confidential Information, such Party shall provide reasonable notice to all other Parties of such challenge and the Producing Party may make a motion seeking a protective order. In the event of such challenge to the designation of material as Confidential Information, the Producing Party, as the provider of the Information Claimed to be Confidential, shall have the burden of proving that the material is entitled to protected status. However, all Parties shall continue to treat the material as Confidential Information in accordance with the terms of this Agreement, pending resolution of the dispute as to its status by the trier of fact.

10. Confidential Information that is placed on the record of this proceeding under seal pursuant to a protective order issued by the Board, the Presiding Officer, provided that the Board has not modified or rejected an order by the Presiding Officer, or any court of competent jurisdiction shall remain with the Board under seal after the conclusion of this proceeding. If such Confidential Information is provided to appellate courts for the purposes of an appeal from this proceeding, such information shall be provided, and shall continue to remain, under seal.

11. This Agreement shall not:

- (a) Operate as an admission for any purpose that any document or information produced pursuant to this Agreement is admissible or inadmissible in any proceeding;
- (b) Prejudice in any way the right of the Parties, at any time, on notice given in accordance with the rules of the Board, to seek appropriate relief in the exercise of discretion by the Board for violation of any provision of this Agreement.

12. Within forty five (45) days of the final Board Order resolving the above-referenced proceeding, all documents, materials and other information designated as "Confidential Information," regardless of format, shall be destroyed or returned to counsel for the Producing Party. In the event that such Board Order is appealed, the documents and materials designated as "Confidential Information" shall be returned to counsel for the Producing Party or destroyed within forty-five (45) days of the conclusion of the appeal. Notwithstanding the above return requirement, Board Staff and Rate Counsel may maintain in their files copies of all pleadings, briefs, transcripts, discovery and other documents, materials and information designated as "Confidential Information," regardless of format, exchanged or otherwise produced

during these proceedings, provided that all such information and/or materials that contain Information Claimed to be Confidential shall remain subject to the terms of this Agreement. The Producing Party may request consultants who received Confidential Information who have not returned such material to counsel for the Producing Party as required above to certify in writing to counsel for the Producing Party that the terms of this Agreement have been met upon resolution of the proceeding.

13. The execution of this Agreement shall not prejudice the rights of any Party to seek relief from discovery under any applicable law providing relief from discovery.

14. The Parties agree that one original of this Agreement shall be created for each of the signatory parties for the convenience of all. The signature pages of each original shall be executed by the recipient and transmitted to counsel of record for **APPLICANT**, who shall send a copy of the fully executed document to all counsel of record. The multiple signature pages shall be regarded as, and given the same effect as, a single page executed by all Parties.

IN WITNESS THEREOF, the undersigned Parties do HEREBY AGREE to the form and execution of this Agreement.

APPLICANT _____

By: _____

GURBIR S. GREWAL
ATTORNEY GENERAL
OF NEW JERSEY
Attorney for the Staff of the
Board of Public Utilities

STEFANIE A. BRAND, ESQ.
DIRECTOR
DIVISION OF RATE COUNSEL

By: _____ By: _____

Deputy Attorney General

INDEPENDENT MARKET MONITOR FOR PJM

By: _____
Jeffrey W. Mayes, Esq.

DATED: December __, 2018

ATTACHMENT I

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE IMPLEMENTATION OF <u>L. 2018, c. 16</u> REGARDING THE ESTABLISHMENT OF A ZERO EMISSION CERTIFICATE PROGRAM FOR ELIGIBLE NUCLEAR POWER PLANTS	DOCKET NO. EO18080899
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ACKNOWLEDGMENT OF AGREEMENT

The undersigned is an attorney, employee, or consultant, or expert for a party who, under N.J.S.A. 48:3-87.5(a), has received, or is expected to receive, Confidential Information provided by **APPLICANT** or by another party (Producing Party) which has been identified and marked by the Producing Party as "Confidential Information." The undersigned acknowledges receipt of the Agreement of Non-Disclosure of Information Claimed to be Confidential and agrees to be bound by the terms of the Agreement.

Dated: _____

By: _____

(Name, Title and Affiliation)