

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

5. For each of the same three MGP sites, provide a narrative description and organization chart for that site, showing the vendors and project control structure for the remediation effort. The response should show what entities supervise all significant contractors and subcontractors and which Company personnel are involved in site and remediation supervision and control.

**Response:**

**See Attachment MFR-5a** for a copy of a narrative description of consultant project management and cost-control practices. This description is applicable to all of the significant consultants associated with the remediation efforts at the Boonton, Dover, and Newton II MGP sites.

**See Attachment MFR-5b** for a copy of descriptions of the accounting and billing systems used by each of these consultants.

**See Attachment MFR-5c** for an organization chart for each of these sites showing the entities that supervise all significant contractors and subcontractors and the Company personnel involved in site and remediation supervision and control.

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**Attachment MFR-5a**

The Project Manager is responsible for managing subcontractors, supervising field operations and quality assurance/quality control (QA/QC) programs, analyzing data, preparing reports, attending meetings and maintaining/tracking the budget throughout the project. The Project Manager reviews the scope of the project as well as significant project issues with the Project Director/Project Advisor. In addition, the Project Manager ensures that individual Task Managers have a clear understanding of the work including schedule, budget, means and methods to complete the work, and deliverables. Staff assignments are made to ensure that the work is conducted in accordance with the project scope.

The Project Manager prepares a monthly invoice package. The invoice package includes an invoice for the previous month's work with backup documentation (time records, purchase receipts, etc.), a budget tracking report showing the status of the project budget, and a progress report. The progress report describes the activities that were completed during the reporting period, and out-of-scope activities, and any major upcoming activities.

Subcontractors' invoices are reviewed by the Project Manager for verification of charges/rates and are subsequently provided to the accounting department for coding into the accounting system. The accounting department generates a draft invoice of accumulated costs (labor, expenses, and subcontractors) for the reporting period and distributes the draft invoice to the Project Manager. The Project Manager reviews the invoice for proper rates and charges, modifies the invoice if required, and approves the invoice. After approval by the Project Manager, the draft invoice is submitted back to the accounting department for any required revisions. The invoice is then finalized by the accounting department submitted to the Client for payment.

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

**Attachment MFR-5b**

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

Boonton MGP

**MEMO**

To:  
Jennifer Rusu  
Jersey Central Power and Light Company  
300 Madison Avenue  
P.O. Box 1911  
Morristown, New Jersey 07962-1911

Copies:  
file

From:  
Jeremy Cucuini

Date:  
April 8, 2022

ARCADIS Project No.:  
30083906

Subject:  
Arcadis Accounting & Invoice System Description

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Per your request, Arcadis is providing a summary of our accounting and invoice system processes. Arcadis utilizes the Oracle ERB accounting system for all Project management accounting functions, including purchase orders, project set-up and billing. The Oracle ERP system is integrated with the Accounting & Finance (A&F) database to provide job-to-date (JTD) actual costs, estimate to complete (ETC) costs and schedules to provide an estimate at completion (EAC) cost and schedule.

Upon receipt of the work authorization, the appropriate project team commences a planning meeting in which the appropriate Work Breakdown Structure (WBS) is determined and the appropriate roles are assigned to meet the scope of work. At a minimum the project planning team consists of the Certified Project Manager (CPM); Associated Project Manager (APM) and Task Managers (TM) as warranted; the lead technical expert and the quality consultant (QC).

Each project is required to have a Certified Project Manager (CPM) assigned to the project. In addition, based upon the size and complexity of the project, an Associate Project Manager (APM) may be assigned at the phase level and Task Manager may be assigned at the task level. Each member of the assigned management team has the ability to view, track and update the portion of the project which they are responsible. Projects also have a dedicated Accounting Specialist who generates final invoicing and works with the CPM to generate accurate client invoices for each billing period.

The WBS is planned at a level that is required by the scope of to be performed by the work authorization. Resource for labor, subcontractor and expenses are budgeted and scheduled at the lowest level of the WBS. The cost for those resources are posted, monitored and updated at that lowest level such that assignment and tracking of the scope, schedule and budget can be performed at the lowest level of the WBS.

The Oracle ERP project plan uses the WBS breakdown appropriate for work authorization. The data regarding the WBS and costs budgeted as a part of the planning process is uploaded from the ERP program into the A&F database as a method to allow for appropriate cost tracking against the budgets. When costs are incurred the data is posted simultaneously in the A&F database and into Oracle ERP. The project team on a regular basis updates the ETC costs in Oracle ERP to ensure any appropriate changes in the EAC is captured and submitted back to the A&F database for further tracking.

Within Oracle ERP, all Tasks within WBS have a specific ID, and can use the scheduling functionality including predecessor, successor interdependencies, scheduling on a Task bases and milestone management. The appropriate schedule and duration can also be planned for each resource and Task.

Oracle ERP is a resource loaded schedule that automatically sets a time-phased budget baseline at the control level upon the initial submittal of the resource loaded schedule. Revised baseline budgets are set upon the change in compensation/authorized task order amounts in the system. In addition, revised baselines can also be set at any time over the course of the project as needed.

Each Contract / Task Authorization is assigned a unique base Project number. Each Project number requires a minimum of one Phase and each phase requires a minimum of one Task. Each Phase and Task has a unique description and identifier in the system. Depending upon the size and complexity of the project and the WBS required to align with the contract and needed to appropriately manage the scope, the Project may have multiple Phases and the Phases may have multiple Tasks. There is not a limit to the number of Phases and Tasks that can be set up as to be able to accommodate a robust WBS.

### **Analysis and Management Reports**

All projects are reported at the project level, and the project team has the ability to review costs down to the lowest level by proceeding to the next level of budget, JTD and EAC costs by opening the reporting up to that lower level. All JTD, ETC and EAC information at the project level is the sum of the lower levels. By providing the ability to review at both the summary and detail level at the Project, Phase, Task and chart of account level, the project team can review and control the project at any of the levels required.

As indicated in above, all activities and resources are planned and monitored using a resource loaded schedule individual to the project. Thus all resources have time-phased budgets established during the planning and monitoring functions and are used to monitor the completion of the activities and effort

against the baseline. Ongoing reporting is provided indicating any variance of the actual performance to the budgeted performance.

Each employee has access to a report which enables each team member on the project to see the work that has been assigned to them to complete and the schedule they are responsible for to complete the assignment.

Labor is recorded daily and timesheets are posted weekly against all projects. Subcontractor and expenses are posted on a daily basis upon approval of the expense by management. All expenses are automatically updated in the Oracle ERP resource loaded schedule upon the posting of expense. Reporting of the budget versus actual JTD is available to the project team members and management on a daily basis allowing for the team to compare the budget earned and actual no less than weekly given the timing of the timesheet posts.

Projects are reviewed with management and the project team on a regular basis, and documented. Changes that may be required due to the review of the project earned value information are also documented and implemented as a part of the on-going project budget and schedule. Depending upon the result of the earned value information, cost budgets may be revised and reflected appropriately on the project, schedules may be revised upon concurrence with the client, and/or additional resources may be allocated or changed to proactively manage any change in the earned value information.

Estimates are revised on a regular basis based upon the weekly posting of costs, monthly reviews and ongoing management reviews. Information can be compared at the Project, Phase and Task level based upon actual work performed against the baseline. Revised ETC are completed on a regular basis to provide a new EAC that can be monitored and reported to the client as required for any updates in funding and project status.

### **Revisions and Data Maintenance**

Changes in approved work authorizations are documented in the system through a change order request log and forecast submittal history in the database. Changes to the approved work authorization requires a documented explanation before it can be submitted by the CPM and approved by management.

Authorized work compensation changes and re-planned budget changes are performed within the Oracle ERP program. Only the CPM may submit the changes to the database, which are then posted upon the approval of management. Changes to the budgets and baseline are recorded based upon the submittal of the changes to the database at the Project, Phase, and Task and resource level. Depending upon the revision that is being submitted (i.e. work authorization amount changes), the project budgets must also be reviewed and approved by a member of management to ensure that what is being changed in the system is in line with the contracted work authorization.



## Invoicing

Accounting specialists are assigned to manage invoicing for specific clients, and have a comprehensive understanding of the client's contract terms to ensure that billings are accurate and consistent. Once set up in the system, Arcadis uses an internal project audit process to ensure the set-up is accurate based on contract billing terms.

As time and expenses are accrued against the project they are entered into Oracle ERP Program (timesheet and expenses) by the Arcadis employees, and posted weekly for review. Subcontractor and Vendor invoices are entered directly into Oracle ERP by the Arcadis Accounts Payable Department once approved by the Project Manager. Each month when a billing period is closed, the charges that are pending to be billed are reviewed by the Project Manager in the Oracle ERP system. Project Managers can also view the charges as they are posted throughout the month to ensure they are hitting the correct project and task. The Project Manager reviews the pending charges and edits/approves the charges as appropriate.

The account specialist receives the approved charges from the Oracle ERP system and generates an invoice, and sends a copy to the PM for a final review. The account specialist pulls together any supporting documentation (i.e. backup) to send along with the invoice and ensure the invoice follows the contract billing terms and the invoices are sent via hardcopy, electronic copy or electronic upload.

*Ground/Water Treatment & Technology, LLC (GWTT) utilizes eCMS, an industry specific ERP and accounting system provided by Computer Guidance Corporation. Additionally, GWTT uses ADP Workforce Now for all payroll, HR and benefits, as well as SAP Concur for the tracking and reimbursement of employee expenses. The combination of these systems along with our internal controls allows for a comprehensive accounting platform that covers the following areas:*

- *Accounts Payable and Purchasing*
- *Accounts Receivable*
- *Employee Payroll and Expenses*
- *General Ledger Tracking*
- *Human Resources / Employee Benefits*
- *Job Cost Tracking*
- *Equipment / Asset purchases and depreciation cost tracking*

*GWTT's accounting platform allows for weekly payments to employees, vendors and subcontractors based on the specific payment terms with each supplier, tracking of monthly billing to our clients, recording of payments received, and reporting of various taxes on a monthly, quarterly and annual basis.*

*GWTT's accounting platform is in compliance with generally accepted accounting principles. In addition, GWTT's annual financial statements are audited by an independent 3rd party certified public accounting firm.*

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Dover MGP

# AECOM Cost Reporting Tools

Cost control is a critical element of our project management methodology and a part of the team's mission from the very early stages through completion.

## AECOM Project Cost Tracking & Forecasting

Cost progress is measured through detailed budget tracking tools with information from the AECOM Project Information Center/AECOM Integrated Management System (APIC/AIMS) database. The APIC tool directly interfaces with AIMS and provides the information necessary to assess expenditures, with physical progress assessed through measurable deliverables or milestones. Tracking is performed according to the work breakdown structure (WBS), which is developed in sufficient detail to objectively assess physical and budget progress, preferably with each task and subtask ending in a measurable deliverable. If construction is involved, the schedules and tracking are based on construction milestones or installed quantity measurement. Both earned value progress and budget/cost expenditures are tracked for each task and "rolled up" as appropriate for a sub-task or task. The progress and performance of the project can be presented in the Project Report. Use of APIC and physical tracking information in either AIMS or a parallel project control tools provides AECOM with the ability to:

- Monitor, evaluate and report on the overall progress of the project, including forecasts for completion and milestones.
- Forecast cost impacts associated with changes and accurately evaluate and recommend revisions to the work, delays or unforeseen conditions to Project Managers and Upper Management.
- Develop, evaluate and recommend alternatives for mitigating delays.
- Accurately track progress of the work and anticipate where additional coordination and adjustments to contract must be made to optimize performance.

Cost tracking addresses all project costs, including subcontractors and material. Purchase orders are identified as committed costs when they are issued and tracked as invoices are received and approved. The cost tracking identifies every individual transaction on a task basis as provided by AIMS, including costs associated with each employee on the project as well as detailed costs from subcontractors and suppliers. Regarding forecasting detail, all projects are expected to generate an Estimate At Completion (EAC).

## AECOM Status Reporting

Project reports are normally timed and formatted to meet the client's and AECOM's requirements. We typically use monthly reviews of schedules and related cost information to track project status, progress or delays from month to month. In critical periods during the project these reviews may be more frequent as the situation dictates. Reports often include information such as:

- Work completed to date and in the current period;
- Work forecast for completion in the next period;
- Status of subcontractor progress;
- Project financials including subcontractors and suppliers;
- Potential project schedule impacts and recommendations for recovery;
- Change management status e.g. potential scope & schedule changes; and
- Contractual issues.

The financial aspects of the project are reported through the Reporting Module of APIC and include both an overall summary and the ability to "drill down" into the lowest levels of the WBS as well as examine individual labor and subcontracted costs to the projects. Reports for large projects typically include "progressed" Gantt Charts and key performance indicators. We conduct internal monthly update meetings, often including client representatives. These meetings typically include review of:

- AECOM's comments regarding the previous month's update report;
- All activities started, in progress and completed during the update period;
- All submittal activities to ensure complete and timely submission of deliverables;

- Current critical path status;
- Recovery or work-around plans;
- Change status (current and proposed); and
- Project financials.

#### **AECOM Other Project Controls**

In addition to these tools it is important to note that our APIC tool, used to manage all projects, regardless of size, has strict protocols embedded to assure that only authorized personnel are allowed to make changes to basic information for a project. Depending on the degree of change, at least one additional reviewer is required. For large and distributed programs we have also implemented Microsoft SharePoint as a program management tool, providing a highly reliable collaborative documentation and tracking tool as well as a platform for AECOM to collaborate with our subcontractors. One such instance of SharePoint is the forum for managing in excess of 1,000 projects in 34 countries.

AECOM uses the following programs to implement Project Controls. With the exception of Microsoft Project, this applies generally to large projects.

Software utilized by AECOM project managers includes, but it is not limited to:

- Primavera P3
- Primavera P6 Server Based
- Microsoft Project
- Primavera Expedition
- Primavera Project Manager
- ShareChive
- Claim Digger
- Schedule Analyzer Professional
- Pert Master

#### **AECOM Tracking Trends**

To evaluate both progress and trends to accurately forecast the cost of the project at completion in addition to a critical review of the schedule of values, the Project Manager will evaluate other pay items on a monthly basis to see if the contractor has claimed any monies against these items or if their occurrence is still anticipated. In addition to the changes that are at the same stage of processing as noted above, the cost engineer must look at the remaining work and allocate a reasonable portion of the remaining contingency to the portion of work that has not yet been completed. Using this information, a cost trend evaluation and a forecast of cost at completion is prepared each month for review with project management. This process has proven to successfully control construction costs throughout the project and avoid funding shortages or other unexpected cost variances as the project nears completion. The system provides the project team with current accurate data regarding project costs and trends providing the team with the information to make informed project management decisions and eliminate surprises.



**Business description** – Cascade Environmental LLC is a Delaware limited liability company, formed on January 30, 2015, and along with its wholly owned subsidiaries (collectively, the Company), perform environmental and infrastructure field site investigation and remediation services, including thermal, chemical, civil and drilling services. Cascade Environmental is wholly owned by Cascade Intermediate Holdings, LLC. Cascade Intermediate Holdings, LLC is wholly owned by Cascade Environmental Holdings, LLC.

**Basis of presentation and principles of consolidation** – The consolidated financial statements of the Company have been presented in accordance with United States of America generally accepted accounting principles (GAAP). The consolidated financial statements include Cascade Environmental LLC (Cascade Environmental) and its wholly owned subsidiaries Cascade Drilling, L.P (CDLP), with its wholly owned subsidiary Aquifer Drilling and Testing, Inc., (ADT); Cascade Remediation Services, LLC (CRS) with its wholly owned subsidiaries of TerraTherm, Inc. (TerraTherm), Vironex Technical Services LLC (Vironex) and Panther Technologies, Inc. (Panther). Panther has a wholly owned subsidiary GeoSierra Environmental Inc.

All inter-company transactions have been eliminated in the consolidation.

**Fair value of financial instruments** – The carrying amounts of financial instruments, including cash and cash equivalents, receivables and accounts payable approximate their fair market value due to the short-term maturities of these instruments.

**Cash and cash equivalents** – The Company considers all investments with a maturity at date of purchase of three months or fewer to be cash equivalents.

**Receivables** – The Company provides an allowance for doubtful accounts equal to the estimated collection losses that will be incurred in collection of all receivables. The estimated losses are based on management's evaluation of outstanding accounts receivable at the end of the year. No interest is accrued on accounts deemed to be uncollectible. Credit risk arises from unsecured accounts.

**Inventories** – Inventories consist primarily of drilling supplies and are stated at the lower of cost or net realizable value. Cost is determined by the first-in, first-out method.

**Property and equipment** – Property and equipment are recorded at cost. Equipment replacements and betterments that extend the useful life of the associated assets are capitalized. Maintenance and repair expenses are charged to current operations as incurred.

Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the respective assets, net of salvage values, as follows:

<u>Description</u>	<u>Lives in Years</u>
Machinery and equipment	3–10
Office furniture and equipment	3–7
Leasehold improvements	lease term or useful life

Upon sale or retirement of property and equipment, the related costs and accumulated depreciation are removed from the accounts. All gains and losses on sales and retirements of equipment are reflected in other expense on the consolidated statement of operations.

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed. At December 31, 2021 and 2020, the Company did not identify any impairment of long-lived assets.

**Definite-lived intangibles** – Definite-lived intangible assets consist primarily of backlog, technologies, customer relationships, non-compete agreements and trademarks and trade names. The intangible assets were obtained as part of various acquisitions since 2015. The useful lives were estimated at the time of acquisition based on the period of time from which the Company expects to derive benefits.

The Company amortizes intangibles with definite lives over the assets' estimated useful lives using the straight-line method, as follows:

Description	Lives in Years
Backlog	6 months - 2 years
Technologies	10 years
Customer relationships	3 years - 10 years
Non-compete agreements	3 years - 5 years
Trademarks and trade names	5 years - 10 years

**Goodwill** – Goodwill represents the excess of cost over fair value of net assets acquired through acquisitions and is not amortized. The Company evaluates goodwill on an annual basis for potential impairment. Management did not identify any events or circumstances that would indicate that it is more likely than not that the fair value of any reporting units are less than their carrying amounts as of December 31, 2021 and 2020. Goodwill is not amortizable or deductible for tax purposes.

During the year ended December 31, 2021, no goodwill was recognized as a result of acquired businesses. In 2020, the Company increased goodwill for \$600,000 related to the purchase of Global Remediation Solutions, LLC (GRS) in 2017.

**Deferred financing** – Deferred financing costs were incurred to obtain financing for business acquisitions and as part of debt refinancing. Deferred financing costs are capitalized and amortized over the related debt term using the straight-line method. The unamortized cost is classified as a reduction to the long-term debt in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2015-03, *Simplifying the Presentation of Debt Issuance Costs*.

**Advertising costs** – Advertising costs are expensed as incurred.

**Sales taxes** – The Company presents taxes collected from customers and remitted to governmental authorities on a net basis within the consolidated statements of operations.

**Income taxes** – The Company is taxed as a consolidated C-corporation at the level of Cascade Intermediate Holdings, LLC.

Cascade Environmental Holdings, LLC is a pass through entity, thus the entity does not incur income taxes at the LLC level. Cascade Intermediate Holdings, LLC, TerraTherm, ADT, and Panther are organized as C-corporations within the consolidated Company and account for income taxes using an asset and liability approach that requires the recognition of deferred tax assets and deferred tax liabilities for the expected future tax consequences of temporary differences between the financial statement and tax basis of assets and liabilities at the applicable enacted tax rates. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company evaluates the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting the amount of such allowance, if necessary.

The Company adheres to FASB ASC 740-10, *Income Taxes*, related to accounting for uncertain tax positions. ASC 740 prescribes a recognition threshold and measurement process for accounting for uncertain tax positions and also provides guidance on various related matters such as derecognition, interest, penalties and disclosure required.

The Company recognizes the tax benefit from uncertain tax positions only if it is more likely than not the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Cascade Environmental Holdings (pass through entity) and Cascade Intermediate Holdings, LLC and subsidiaries (C corporations) did not have any entity level uncertain tax positions. The entities file income tax returns in the U.S. federal jurisdiction and various state jurisdictions.

**Use of estimates** – The preparation of consolidated financial statements, in accordance with GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates used in preparing these consolidated financial statements include the allowance for doubtful accounts, useful lives for property and equipment, and estimated contract value and costs to complete on uncompleted contracts, which has a direct effect on gross profit.

**Concentrations of credit risk** – Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents and receivables. The Company maintains deposits in financial institutions that at times exceed the amount covered by insurance provided by the US Federal Deposit Insurance Corporation (FDIC). The Company has not experienced any loss from this exposure and its management does not believe that it is exposed to any undue risk from these balances. Receivables arise from performance under construction contracts. The Company generally does not require collateral or other security but can place a lien against private property if default occurs. Historically, the Company has not incurred significant credit related losses.

**Risks and uncertainties** – On January 30, 2020, the World Health Organization (WHO) announced a global health emergency stemming from a new strain of coronavirus that was spreading globally (the COVID-19 outbreak). On March 11, 2020, the WHO classified the COVID-19 outbreak as a pandemic, triggering volatility in financial markets and a significant negative impact on the global economy. Given the dynamic nature of these circumstances, the duration of business disruption, any potential financial impacts cannot be reasonably estimated at this time. The full impact of the COVID-19 outbreak continues to evolve as of the date of the audit report.

## **Recent Accounting Pronouncements**



**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

Newton II MGP

**Cleary Government Services, LLC**  
*1027 S. Rainbow Blvd, # 500, Las Vegas, NV 89145*  
*Tel: 847/769-8264*

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March 31, 2022

Ms. Amy Fairbank  
Senior Vice President,  
Chief Financial Officer  
Brown and Caldwell  
1527 Cole Boulevard, Suite 300  
Golden, CO 80401

Dear Ms. Fairbank:

In connection with our audit of Brown and Caldwell's FY 2021 actual indirect rates, you have asked us for our views with respect to the suitability of Brown and Caldwell's accounting system for the purpose of adequately accounting for costs under federal and state government contracts, including flexibly-priced contracts. In short, we believe that Brown and Caldwell's accounting system in conjunction with other management and operating tools is adequate for government contracting purposes.

Brown and Caldwell's actual indirect rates and the accounting system used to generate those rates are the responsibility of management. Our responsibility was to express an opinion on Brown and Caldwell's actual indirect rates for FY 2021, which we did. Copies of our report are available upon request.

**Background, BST Enterprise Software:** Brown and Caldwell uses BST Enterprise Software (BST) as its accounting system. BST has an installed user base of over 500 users including numerous successful Federal Government contractors. The BST system is a fully-integrated accounting and project management system wherein the general ledger, project accounting, time reporting, billing, financial reporting, cash receipts, accounts payable and cash disbursements all interact on a real-time basis. During the course of our audit of the indirect rates, we did not note any instances where the BST software failed to perform as planned.

In conjunction with BST, Brown and Caldwell also uses a software tool called Power BI to help manage and operate its business. Power BI is primarily used as a financial-data warehouse wherein various financial reports and statistics are generated for use by Brown and Caldwell's management. Certain of the contract-specific data used for contract reporting is also generated through Power BI.

**Segregation of Individual Contract Costs:** A key requirement of government contract accounting is the ability to identify and isolate direct costs to the appropriate contracts or projects. To accomplish this, Brown and Caldwell uses the BST project-based cost accounting system for the recording and accumulating of costs incurred under each of its contracts. Each contract is assigned a unique project number so that direct project costs can be properly segregated and accumulated in the project cost accounting system which is a fully-integrated module within BST. We are satisfied that Brown and Caldwell has the ability to adequately and reasonably account for all significant direct contract costs.

**Segregation of Direct and Indirect Costs:** Another critical requirement of government contract accounting is the ability to properly segregate direct project costs from indirect overhead and G&A costs. As noted above, Brown and Caldwell assigns each customer contract a unique project number which is the primary internal control in place to segregate direct costs from indirect costs. Brown and Caldwell also assigns a unique

Ms. Amy Fairbank  
March 31, 2022

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**Segregation of Direct and Indirect Costs- continued:**

project number to certain indirect activities to further assist in identifying and segregating indirect activities and potential unallowable costs. In addition, every month Brown and Caldwell reviews the significant costs posted to the indirect accounts in the general ledger to ensure that significant indirect costs have been properly accounted for. In our audit of Brown and Caldwell's actual indirect rates, we specifically test the proper accounting for and segregation of direct costs and indirect costs, and based on our testing, we did not note any instances where significant direct or indirect costs were misclassified.

**Labor and Time Reporting:** Brown and Caldwell uses an electronic time reporting system to capture and report its employees' time. Each employee completes his or her own timesheet, and the reported labor is reconciled to payroll and the general ledger.

Because time reporting and direct labor costing are so fundamental to Brown and Caldwell's business and its indirect rates, we extensively tested labor costs. Our testing included reviewing a sample of the employees' timesheets where employees have charged both direct contracts (projects) and indirect overhead. We also reviewed the labor utilization report and its reconciliation to the general ledger. In addition, we reviewed the reconciliation of payroll costs to the direct and indirect labor recorded in the general ledger. Based on our testing, we are satisfied that Brown and Caldwell can properly and accurately capture and account for labor costs incurred on direct projects and indirect overhead.

**Unallowable Costs:** Brown and Caldwell use a combination of techniques to identify and eliminate unallowable costs from its claimed costs. These techniques include the use of specific general ledger accounts (e.g., bad debts, interest expense, etc.), statistical samples of groups of accounts (e.g., travel) and specific review of high-risk accounts (e.g., consultants, legal, etc.). In addition, the Company voluntarily excludes certain other costs from the indirect cost pools. Based on our testing of the accounts and our review of Brown and Caldwell's processes, we are satisfied that Brown and Caldwell has a reliable process in place to adequately identify and remove significant unallowable costs from its claimed costs.

**Billing:** Brown and Caldwell also uses the billing module in the BST system to prepare its customer invoices. The billing module in BST is fully-integrated with the projects, time reporting and accounts payable modules. That is, as direct time and project costs are captured and posted in the project module, they are also automatically summarized and posted to the billing module by project by task. The customer invoices are then prepared within BST by applying the appropriate billing rates and multipliers to the employees' hours and other project costs based on the terms of the contract.

Our testing of Brown and Caldwell's billing practices was very limited in that we traced a sample of labor and other project costs from the customer invoice costs back to the source documents such as employee timesheets, vendor invoices, expense reports, etc. Conversely, we also selected a sample of labor and other project costs and traced those transactions to the customer invoices. Based on our testing and related inquiries, we are satisfied that Brown and Caldwell has a reliable process in place to accurately bill its customers for the work performed in accordance with the terms of the contract.

Cleary Government Services, LLC

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Ms. Amy Fairbank  
March 31, 2022

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The information presented herein and our views on the accounting system are based on our audit of Brown and Caldwell's actual indirect rates for FY 2021. We completed the FY 2021 indirect rate audit on March 31, 2022, and we have not performed any additional testing or made any further inquiries since that date. Circumstances may have changed since that date which could have an effect on Brown and Caldwell's accounting system and/or system of internal controls.

Very truly yours,

A handwritten signature in black ink that reads "Cleary Government Services, LLC". The signature is written in a cursive, flowing style. The word "Cleary" is written in a larger, more prominent script, followed by "Government Services, LLC" in a slightly smaller, more uniform script. The signature is positioned above the typed name of the company.

Cleary Government Services, LLC  
By: Mark C. Cleary, CPA

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

**Attachment MFR-5c**

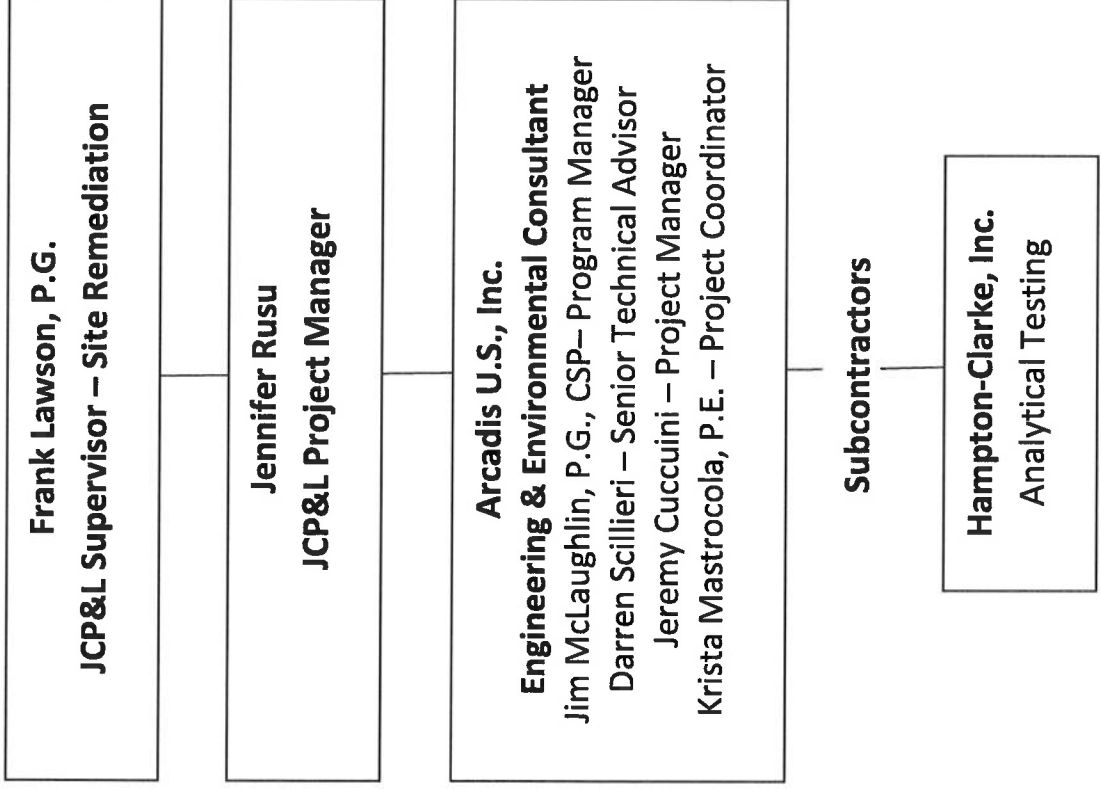
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Boonton MGP

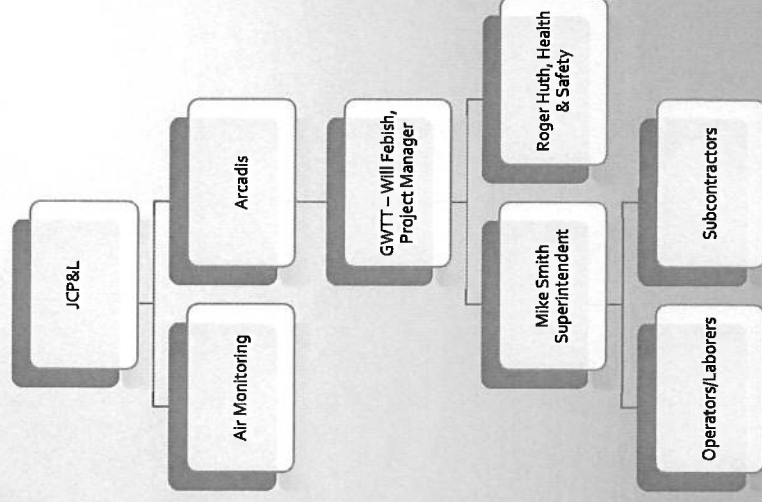
## Project Organization Chart

**Arcadis U.S., Inc.**

**Boonton Former MGP Site**



# JCP&L Boonton Organization Chart





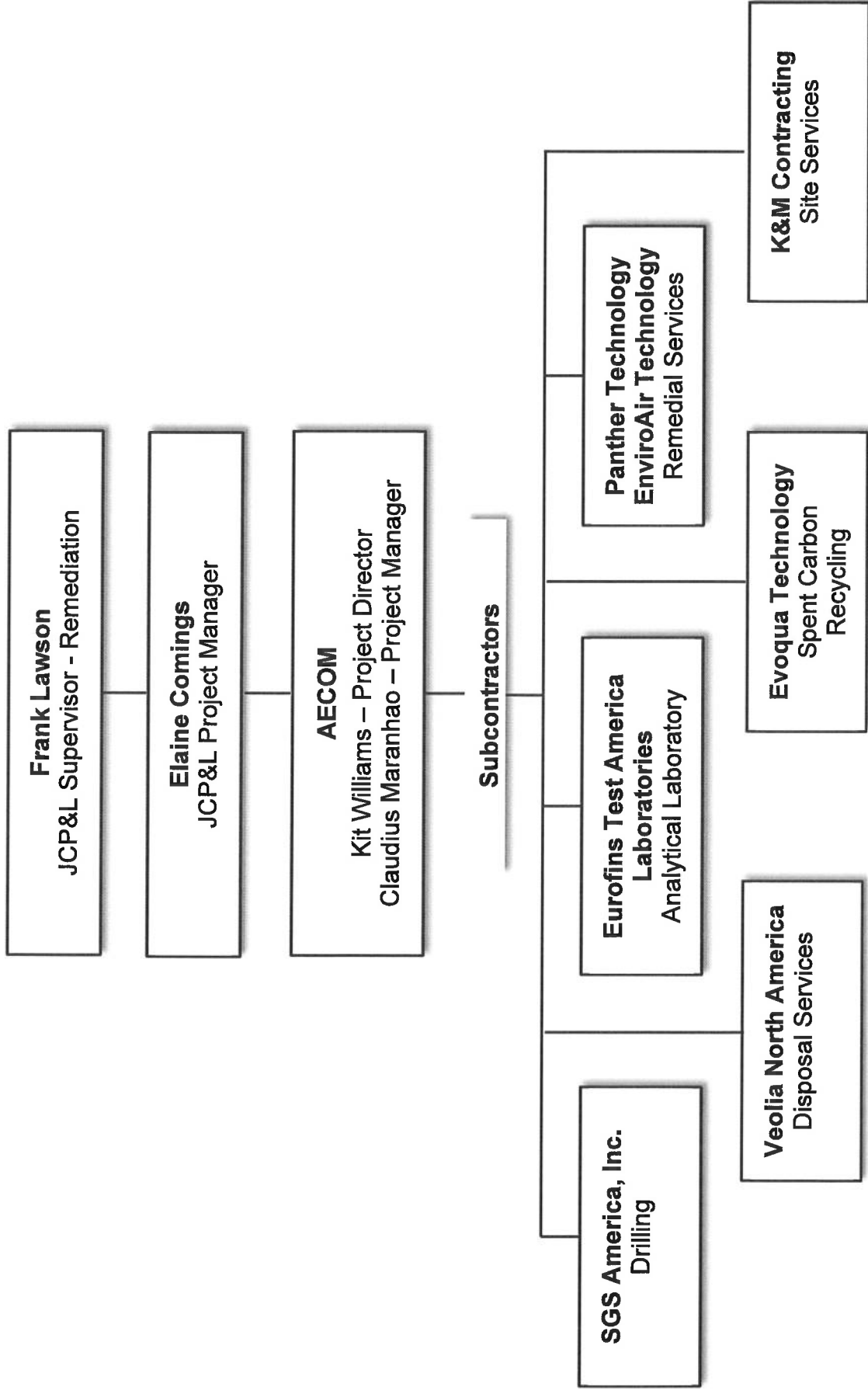
**Jersey Central Power & Light Company**  
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Dover MGP

# Project Organization Chart

**AECOM**

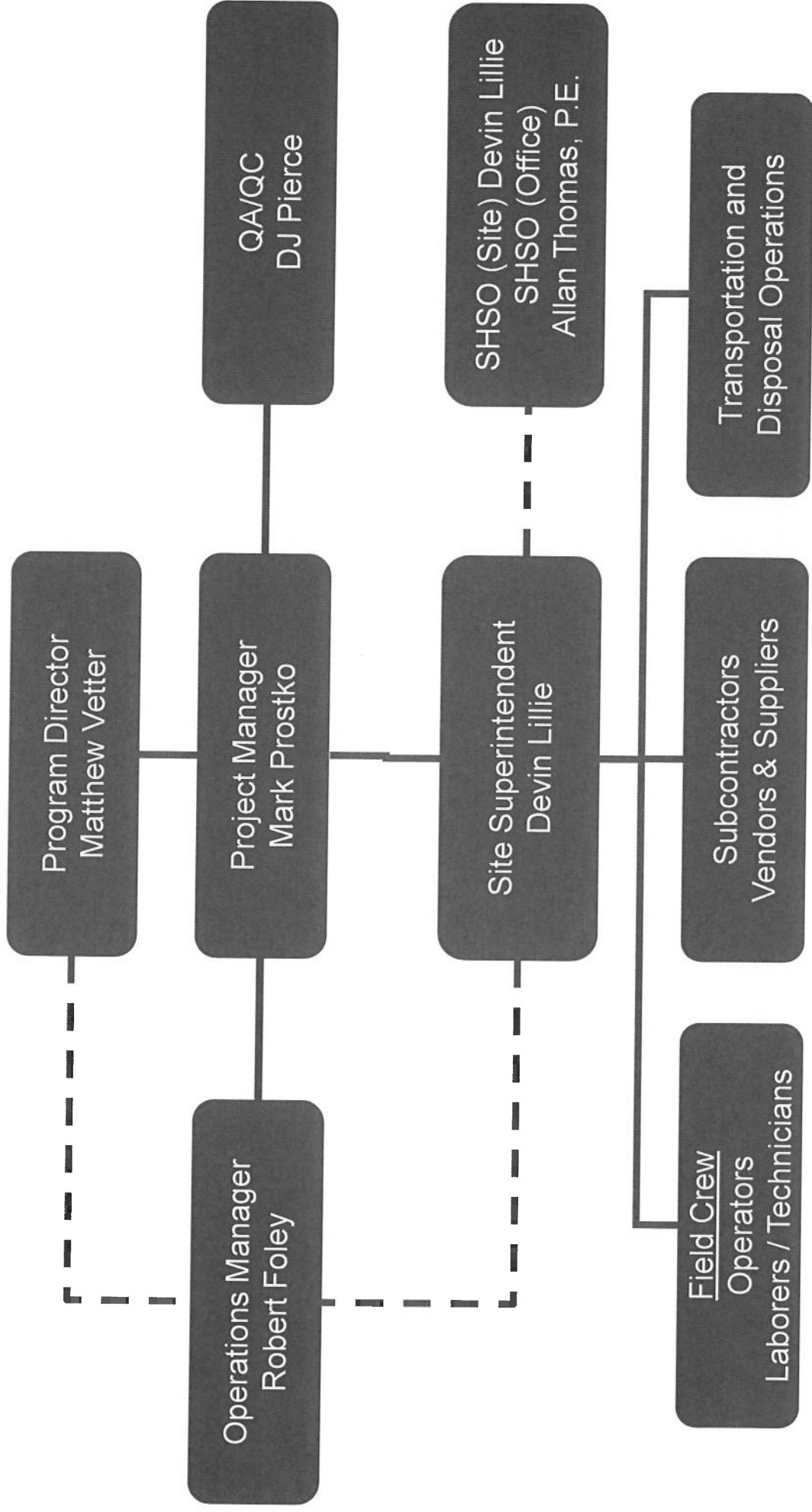
**Dover Former MGP Site**



# Cascade's Project Team – P3582

## Former Neptune Building Demolition Project

### 353 E. Blackwell Street, Dover, NJ



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Newton II MGP

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# Newton Coal Gas II MGP Site Organizational Chart

**JCP&L**  
Elaine Comings - Project Manager  
Frank Lawson - Supervisor, Site Remediation

**LICENSED SITE  
REMEDIAION  
PROFESSIONAL AND  
ENGINEER OF RECORD**

**Brown and Caldwell**  
Peter Randazzo - LSRP  
Brendan Quann - Project Manager  
Marek Ostrowski - Engineer of Record  
Frank Williams - Managing Geologist  
Charles Meyn- Senior Geologist  
Eric Thornburg - Staff Engineer

**PUBLIC RELATIONS**  
**H&G Public Affairs**  
John McKeegan

**SUBCONTRACTORS**  
Parratt and Wolff - Driller  
Subsurface Environmental Technologies - Driller and Utility Identification  
Eurofins - Laboratory Analytical Services  
Dennis W. Sklar, Inc - Surveying

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6. Provide a detailed narrative describing Company activities and any reimbursements related to insurance claims or potentially responsible parties' liabilities for all of the Company's MGP sites. The narrative, with supporting documentation, should cover the prior RAC period. In addition, the Company will provide a listing of all insurance reimbursements received from each insurance company through the end of the year covered by the filing, but need not disclose the insurance company's identity.

**Response:**

For the purpose of this response, it is the Company's understanding that the potentially responsible parties (PRPs) being referred to are other than New Jersey Natural Gas Company (NJNG) and Elizabethtown Gas Company (ETG). There have been no other PRPs associated with the MGP sites at this time. There have been no reimbursements received from PRPs other than NJNG and ETG. There have also been no reimbursements related to insurance claims during the 2021 RAC period.

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7. Provide copies of any RAC audit reports or related materials prepared by the Board's Audit Staff, FERC, or the Company's internal or external auditors during the previous twelve months. To the degree applicable, please also provide any materials prepared in response to the audits or in compliance with any audit findings.

**Response:**

**REDACTED**

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8. Provide a narrative concerning all material events, whether related to NJDEP mandates or not, which could have an impact on the Company's ultimate MGP remediation liability, with claimed confidential information provided pursuant to a confidentiality agreement. The narrative should encompass all sites, whether or not active remediation efforts on the site are under way.

**Response:**

The Company interprets the MFR as seeking to identify potential events or activities that could affect the costs for managing the remediation liabilities related to its MGP sites. Whereas it is not reasonable to expect that all such potential events or activities can be defined at this time, we shall describe those that are currently known sources of material uncertainty to the Company's remediation program. In summary, they are: a) NJDEP's requirement for remediating free and/or residual product; b) NJDEP's requirement for property owners' approvals for establishing, and complying with, deed notices and remedial action permits; c) NJDEP's requirements concerning evaluating the potential for vapor intrusion from subsurface conditions into indoor air; d) potential litigation as a result of conducting the work at the MGP sites necessary to comply with the NJDEP's requirements; e) NJDEP's regulations for Public Participation in Site Remediation and Waste Management; and Licensed Site Remediation Professional's (LSRPs) obligations to comply with the requirement to respond to information requests; f) NJDEP's formal and informal soil and groundwater cleanup criteria standards and policies, as now in effect and hereafter reexamined and revised, including for emerging contaminants of concern (most recently in 2019); g) NJDEP's Licensed Site Remediation Professional/Site Remediation Reform Program, including as amended (most recently in 2019); h) NJDEP's Remedial Priority Scoring System; i) NJDEP's requirements for ecological standards and receptors; and j) NJDEP's deadlines under SRRA; and k) Environmental Justice issues. Each is described and discussed below.

- a) The Technical Requirements for Site Remediation (TRSR) – (N.J.A.C. 7:26E-5.1(e)) provides “The person responsible for conducting the remediation shall treat or remove free product and residual product to the extent practicable or contain free product and residual product when treatment or removal is not practicable. Monitored natural attenuation of free product and residual product is prohibited.” NJDEP's definition of free and/or residual product is very broad. These requirements create the potential that, at any given site, the NJDEP (or a Licensed Site Remediation Professional (LSRP); **See** the response to part g below) may not agree to a protective remedial approach that uses a simple combination of engineering and institutional controls (e.g. physical barriers and deed notices) or monitoring or both in lieu of more aggressive, intrusive and costly remedial



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alternatives (e.g. excavation and disposal). Further the TRSR and related guidance are under regular reconsideration by NJDEP as part of the LSRP program, remediation standard revisions, and otherwise, and the scope and extent of future changes cannot be predicted. A related issue is NJDEP's response to application for Technical Impracticability Waivers. As remedial technologies evolve, NJDEP may be reluctant to grant such waivers, or continue previously approved waivers, without full examination of all then-possible remediation technologies, potentially with little consideration of cost or efficiency. In addition, even when approved, NJDEP policies require periodic (e.g., every 5 years) reexamination of the waivers to assess if changes in law, land usage, guidance or technology require new work.

- b) N.J.S.A. 58:10B-13 requires: "When real property is remediated to a nonresidential soil remediation standard or engineering or institutional controls are used in lieu of remediating a site to meet an established remediation standard for soil, groundwater, or surface water, the person responsible for conducting the remediation shall, as a condition of the use of that standard or control measure: ... (2) with the consent of the owner of the real property, provide for the recording with the office of the county recording officer... a notice to inform prospective holders of an interest in the property that contamination exists on the property at a level that may statutorily restrict certain uses of or access to all or part of that property, a delineation of those restrictions, a description of all specific engineering or institutional controls at the property that exist and that shall be maintained in order to prevent exposure to contaminants remaining on the property, and the written consent to the notice by the owner of the property. The notice shall be recorded in the same manner as are deeds and other interests in real property. ..." This provision, and related NJDEP and LSRP practices and forms, requires the execution of a deed notice by the property owner, or the providing of a notice in lieu of deed notice (NILDN) in certain rare cases in which a deed into the owner is not of record (such as some roads), in order for the NJDEP or a LSRP to approve and implement a remedy employing an engineered solution, and after signature and recording, compliance by all future owners and operators with the requirements of and by reason the deed notice and associated remedial action permit (RAP). If the property owner does not consent to a deed notice (thereby requiring the complete removal or treatment of soil contamination above the most stringent NJDEP cleanup criteria) or breaches its or the RAP's requirements (likely requiring the Company to cure the breach), the cost of the remedy would increase. There are approximately 100 third-party owned properties that have MGP contamination present. The need to obtain owner consent often results in extensive delays and owner demands. For example, in Cape May, both the Cape May Housing Authority (CMHA) and County of Cape May (County) are exploring various options and having in-depth discussions with the Company regarding signing of a deed notice and use of NILDN. In addition, the requirements for and by reason of deed

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notices and RAPs have been increased by NJDEP, which may bring additional risks and costs, for example by allowing NJDEP both earlier review of LSRP prior decisions (at the time of RAP application rather than at conclusion of the case) and ongoing review of the RAP site status (due to the periodic inspection and reporting requirements of and for such RAPs). In the event that the Company is unable to negotiate a favorable settlement for a deed notice or NILDN, then by law the Company is compelled to remediate to unrestricted standards; such a remediation may be extraordinarily more complex, time consuming and expensive, or technically impracticable and indeed it may be difficult to obtain the required consents and approvals to so proceed, including from local municipalities and site owners. **See also** the Company's response to MFR-17.

- c) The NJDEP and LSRPs require Responsible Parties to investigate the potential for volatile chemicals in the subsurface to migrate into the indoor air of buildings located over or near areas of soil and groundwater contamination. Compliance with the Department's Vapor Intrusion Guidance Document can involve studies that can be highly complex due to the nature of this media and the ubiquitous presence of many volatile compounds in ambient air and associated with non-subsurface sources in the indoor air. Owners, purchasers, and lenders are now more aware of, and concerned with, such issues and the Company has faced and expects to face increasing inquiries and demands about VI issues even though to date the Company has not had to actively remediate any property for VI. These studies can be costly and hereafter could lead to possible remedial actions and other legal issues with and claims by property owners and tenants. The NJDEP has made the indoor air screening levels lower (more stringent) than as initially imposed, some by greater than an order of magnitude. It is unclear at this time if the NJDEP or LSRPs or others will require responsible parties to either re-evaluate or resample the properties that were previously determined to not be impacted. The NJDEP is also considering proposing that the screening levels be changed to remediation standards, instead of mere guidance, imposing more requirements and allowing less flexibility than currently applicable (**See** the response to part f below). If this proposal is adopted New Jersey will become the first and only state imposing remediation standards versus screening levels for the evaluation of vapor intrusion. The current use of screening levels allows the LSRP to use professional judgment and lines of evidence to determine if vapor intrusion poses an actual unacceptable degree of risk at the subject property. Changing the screening levels to remediation standards could force the responsible parties to take action to comply with law even though the risks to occupants may not be scientifically recognized as requiring action. In addition, we are aware that at some other responsible party sites, but not yet any Company MGP Site, if vapor intrusion sampling identifies an "Immediate Environmental Concern" (IEC), even if unrelated to that responsible party's contaminants, the sampling party and LSRP have

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responsibilities to report and address that IEC immediately, which IEC may bring additional risks and costs. Even if the Company's data determines the absence of any need for further investigation or remediation, at some sites, particularly with residential uses, owners may require sampling, resulting in some risk of false positives or detections of exceedances from other sources, adversely affecting the Company's relationships with the affected owners and residents, and potentially others.

- d) Even though the Company has exercised prudent care and performs its activities under the NJDEP's oversight and approval, to the extent possible, and expects to continue to do so hereafter under LSRP oversight, the potential exists for litigation with third parties related to its MGP sites. Such litigation may be initiated by neighbors (for example, seeking damages) or the Company (for example, seeking access for investigation or remediation or seeking to enforce past agreements notwithstanding changes in SRRA or new agreements addressing SRRA requirements) or others (for example, environmental groups seeking different or expedited remediations). Additionally, since SRRA imposes an affirmative obligation to investigate and remediate hazardous substances and wastes, perhaps due to changes in standards or new discoveries, future investigations could result in the identification of new, previously unknown areas to be remediated and affected property owners may bring actions for remediation, cost-recovery or contribution, or damages for lost income or value. During Governor Christie's administration enforcement against the regulated community by NJDEP, for example by seeking fines, penalties or pursuing litigation, was relatively limited. During Governor Murphy's tenure, there are indications of increasing actual or threatened NJDEP enforcement and other initiatives (such as for added requirements for challenged communities as part of environmental justice [some of the Company's sites are in such communities] and increased claims for natural resource damage [which have been settled by the Company for most of its sites]) against the regulated community.

With May 2022 mandatory deadlines fast approaching, (even though some were extended by NJDEP in March 2020 for a year due to COVID-19) and the ability to request further extensions through NJDEP process, the possibility for increased enforcement exists if the Company is unable to meet those "new" deadlines. **See** the response to part g below. The pursuit, defense and/or resolution of any such litigation have the potential to be costly.

In 2020 discussions with NJDEP continued, particularly in view of the May 2021 deadline for many sites, including of the Company, and the effects of COVID-19. At the time, it was unclear how NJDEP, or the Legislature and Governor, would respond for additional requests for extensions beyond the one-year extension granted in March 2021 due to Covid-19.

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In December 2021 the Company began to draft extension requests for submittal to NJDEP for the approaching May 2022 regulatory and mandatory deadlines. The NJDEP approved the extension requests in April/May 2022 for the sites with regulatory and mandatory deadlines.

- e) On August 2, 2006, legislation was enacted that mandated that the NJDEP issue regulations on public notification for the site remediation program. On September 2, 2008, the NJDEP adopted rules requiring those responsible for cleanups of contaminated sites to post signs or distribute notification letters informing local residents of work progress. The public notification regulations require periodic public and municipal notification (at a minimum biennially) and at the onset of both remedial investigation and remedial action and create a petition process for communities wishing more extensive outreach and communication. Such notifications also cause regular interactions with those near the Company's sites, increasing the risk of claims by displeased recipients of such notices. The Company has complied with these requirements as applicable to date. Additional costs are being incurred to comply with the new requirements. These requirements changed somewhat in 2012, to address LSRP roles, but the approach remains essentially the same. Furthermore, new legislation and regulations require that the LSRPs respond to information requests received beyond just the public notification letters and submissions.
  
- f) In June 2008, the NJDEP published new Soil Remediation Standards in the New Jersey Register. The Department's new standards include Residential Direct Contact and Non-Residential Direct Contact soil remediation standards that are substantially more stringent (lower) than the soil cleanup criteria the NJDEP has applied since February 1992 and that were last updated in May 1999. Additional costs are being incurred to comply with the new Standards. Revised soil standards may be proposed by NJDEP in 2020-21. It is also unclear at this time how the NJDEP will revise and implement the impact to groundwater standards for soils in the future. The NJDEP also issued interim ground water standards in 2015, later adopting, and periodically revising, them since. See <https://www.nj.gov/dep/standards/> These standards are to be applied to all sites even though when adopted the NJDEP certified laboratories were not fully equipped to analyze for these compounds. The NJDEP required that changed standards and additional compounds were to be evaluated for sites with the May 7, 2016, Remedial Investigation deadline even though compliance may be difficult to achieve. Further changes are expected. In particular, NJDEP has expressed considerable interest in "contaminants of emerging concern," which generally are not associated with MGP Sites but nonetheless may require additional sampling and review under changing NJDEP and LSRP guidance and requirements. See e.g.,

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<https://www.nj.gov/dep/srp/emerging-contaminants/> Changing one or all of the standards or requirements has required and could require additional work and remediation, perhaps even requiring repetition or reexamination of prior work, resulting in delays, and potentially exposing the Company to arguments by NJDEP and third parties that it has failed to comply with the mandatory May 2016 deadline in SRRA for completion of remedial investigations and impending deadlines for completion of remedial actions. New standards and requirements are expected in 2021. Future soil standards and ground water standards and requirements are generally expected to be more stringent than the existing standards, which will require the Company to incur additional costs if and when promulgated. In addition, as discussed in more detail in d) above, the NJDEP is expected to propose that the VI screening levels be changed to remediation standards. It is also possible that actual ecological standards, as opposed to guidance or related criteria, will soon be proposed, with uncertain effects on the Company's past and ongoing remediations.

g) On March 16, 2009, the New Jersey State Senate and Assembly passed the "Site Remediation Reform Act" (SRRA). On May 7, 2009, New Jersey Governor Corzine signed the bill into law and issued a related executive order. The NJDEP under SRRA adopted extensive new regulations that took full effect in May 2012, although revised forms, interpretations and guidance are issued by the NJDEP regularly. The goal of this law is to speed up the site remediation process in New Jersey and eliminate the backlog of 14,000 plus cases previously being handled by the NJDEP Site Remediation Program (SRP) unit. As primary components of the law have not been fully implemented and/or only began implementation in 2012, the full effect of the law will not be known for some time, perhaps for several years. While similar laws or regulations have been implemented successfully in various other states, these laws/regulations have taken up to five years to unfold there. There are several anticipated impacts of SRRA on the Company's remedial plans for its MGP Sites. Each of these items is described in more detail below. These impacts include:

- The use of LSRPs;
- Regulatory and mandatory deadlines (**See** the response to part j below);
- The use of presumptive remedies;
- Remedial Action Permits;
- NJDEP's reliance on LSRPs and forms;
- NJDEP's implementation of a Remedial Priority Scoring System and communications to the public concerning the same;
- The potential reexamination of prior work, even work previously approved by NJDEP case managers, and imposition of new requirements, by or on LSRPs now responsible for determining that prior

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decisions and work are adequate to protect the public and the environment; and

- Audits of LSRP decisions and approvals, and associated demands, including for new and prior work, by NJDEP and the Professional Board over LSRPs, and requirements of the Company for or by reason of same.

Also, under SRRA, owing to changes in the technical regulations and guidance, the NJDEP Site Remediation Program underwent major programmatic changes. Since SRRA's adoption, many NJDEP personnel terminated their employment or retired, were reassigned from SRP case management to other SRP functions or transferred from the SRP program into other NJDEP programs. In late 2011/early 2012, letters were received by the Company indicating that the NJDEP case managers had been reassigned and that the NJDEP would not be assigning new case managers. The Company was advised to hire a LSRP prior to the mandatory May 7, 2012, date for conversion of remedial oversight from the NJDEP to the LSRP. The Company retained LSRPs for its sites, as required, and is now proceeding under LSRP direction and supervision, with significantly altered interactions with NJDEP.

Prior to SRRA's adoption, NJDEP delays were extended, sometimes beyond 12 months. Since SRRA's adoption, and prior to the receipt of these reassignment letters, it was difficult to predict the NJDEP review times for document submittals, making it difficult to determine how best to proceed cost effectively. Upon receipt of the reassignment letters, the Company received limited to no project specific correspondence from the NJDEP. In 2014 NJDEP advised that, despite its obligations to review LSRP submissions, in some cases and to some extent, it would now perform only cursory completeness reviews and await final submission of the LSRP's RAO to review the entire file. This is known to be partially inaccurate in that pursuit and issuance of remedial action permits (RAPs) clearly results in some substantive review by NJDEP of then prior LSRP decisions, and such may then result in new NJDEP demands and delays. Current NJDEP delays in RAP processing can be as much as 12 months. But importantly, to the extent NJDEP in fact delays review until proposed case closing, this has and will result in a postponement of significant costs, and result in delays in closing cases, as NJDEP will engage in significant review, and perhaps second-guessing of then past LSRP decisions and completed Company projects, long after the fact, potentially under then existing NJDEP policies and guidance, at least if and to the extent NJDEP has the resources, and elects, to apply them, to such a review then. The NJDEP has acknowledged that their review times have increased with additional document submittals due to the number of submittals received by the May 7, 2016, Remedial Investigation deadline and recently due to COVID-19.

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While the LSRPs have significant powers and responsibilities for remediation, they do not have sole power and responsibility. Permitting, (including land use permitting and remedial action permits for soil and groundwater) for example, remains under NJDEP control. In addition, LSRPs are required to submit periodic reports and forms to the NJDEP as the investigation and remediation work proceeds to give the NJDEP the opportunity to review and comment on that progress. Finally, at the conclusion of the site remediation, the LSRP is to issue a Response Action Outcome (RAO), and the NJDEP and the Licensing Board have a statutory three-year period to review all materials, filings, and decisions in the case to assess the LSRP's performance. In anticipation of this, the LSRPs and the NJDEP are, in some cases, continuing to discuss various aspects of the investigation and the remediation process in advance of the NJDEP's audit of the work.

The paragraphs below highlight some examples of the potential impacts of SRRA on the Company.

- SRRA created a new licensed professional as a class of environmental consultants called Licensed Site Remediation Professionals (LSRPs). LSRPs and their decisions are regulated by NJDEP and a new Licensing Board. LSRPs are to act without direct NJDEP oversight in planning, approving, and supervising remedial efforts, immediately for all new discharges occurring after November 2009. As of May 7, 2012, the Company was required to use LSRPs for all sites being investigated and/or remediated. A LSRP's primary duty is to protect health, safety, and the environment, not to serve as an advocate or obey the Company.
- While SRRA requires a culture change from the prior NJDEP command and control policies to allowing LSRPs to be in charge of the remediation, the NJDEP and the Licensing Board have audit rights that permit either or both to review and modify or reverse LSRP decisions and/or discipline LSRPs. Some LSRPs are nervous about the threat of audit by the Board and NJDEP, and these LSRPs may sometimes engage in pre-decision discussions with NJDEP, as a result of which NJDEP continues to have a role in decision making at and for the Company's sites. Recent enforcement against, and proposed new rules applicable to, LSRPs has not resulted in a reduction in LSRP concerns and fears. **See** both (i)

[http://www.nj.gov/lrspboard/board/prof\\_conduct/case\\_summaries.html](http://www.nj.gov/lrspboard/board/prof_conduct/case_summaries.html)

and (ii) 1/5/2015 47 N.J.R. 45(a), N.J.A.C. 7:26I. It is still uncertain whether LSRPs in the future will be consistently more liberal or conservative in their approach to the ultimate remediation than the NJDEP has been historically, although trends in and since 2016 have been for LSRPs to be somewhat more conservative than previously,

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particularly as some individuals within NJDEP continue to file complaints against LSRPs when offended by the LSRP's decisions. The LSRPs concern for protecting their licenses and for acting in a manner that is wholly consistent with the NJDEP's formal and informal guidance, and Board rules, seems to result in a more conservative approach to clean up each site, at least in certain contexts, which tends to increase the cost to remediate a site. It is likely that the NJDEP will engage in more rigorous review of remedial work in its periodic review and post-Remedial Action Outcome (RAO) audits of LSRP work and submissions, and interim discussions, than it has in the past. Since the approval of the RAPs for soil and groundwater are still under the control of the NJDEP, it is expected that delays and increases in costs will continue to be incurred, particularly as NJDEP evaluates the remedial approach at the time of the applications for RAPs without assigned case managers and without a full review and appreciation of all relevant technical information. The likely effects of LSRP involvement on the Company, and changes in NJDEP's role and the new role of the Licensing Board, are not fully understood at this time.

- SRRA has imposed deadlines for completion of various stages of remedial work. The most significant previously was that remedial investigations of most existing sites be completed by May 2014 on failure of which NJDEP was required to undertake direct oversight. Other deadlines, such as Light Non-aqueous Phase Liquid recovery and ecological receptor evaluation timeframes were also implemented and enforced. If the Company failed to meet these deadlines, the NJDEP had extensive enforcement rights that could increase costs. As there was some concern and confusion on the part of the LSRPs as to the definition of a completed remedial investigation and how completion can be documented to the NJDEP's and Licensing Board's satisfaction, the NJDEP engaged the LSRP professional trade organization and other responsible parties in this discussion. Due to concerns raised by the Site Remediation Industry Network (SRIN) and other potentially responsible party groups, legislation was proposed in December 2013 and signed into law in January 2014 that, subject to compliance with specific requirements, extended the remedial investigation deadlines on certain sites, including several of the Company's, to May 2016. The Company made filings, and posted funds to a trust fund, to accept the benefit of this new legislation. As of this filing, the Company has met these and other deadlines. As this deadline was revised to May 7, 2016, the ultimate aggregate financial impact of this requirement has shown that at some sites additional work was required by the LSRP to complete this delineation on an expedited timeframe.
- The most significant deadlines currently approaching are the mandatory deadlines for completion of site remediation. These are discussed at part j. below.



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- SRRA added additional requirements for remediation of properties involving childcare centers, schools, residential uses, and sensitive populations. Some of the Company's MGP Sites are subject to these requirements. The Company believes that it can meet any additional requirements without material changes in its remedial strategies for the affected sites. However, changes by the NJDEP and/or LSRPs, and claims by affected owners and operators, hereafter could alter this view.
- SRRA created a new permitting scheme and requirements for a remediation involving engineering and institutional controls called remedial action permits (RAPs). There will be added costs for meeting these requirements including establishing ongoing financial assurance to show that the responsible party has the financial capabilities to perform operation and maintenance activities at the site. The Company has secured a limited number of remedial action permits for the sites. The cost for these has ranged from \$30,000 to \$200,000. Based on discussions with existing LSRPs and industry representatives, it is anticipated that financial assurance for these sites will range from \$30,000 to greater than \$200,000 per site, perhaps more at the most complex sites, potentially to be maintained in perpetuity. As stated previously with the approval of the remedial action permits for soil and groundwater still under the control of the NJDEP, it is expected that delays and increases in costs will be incurred. **See also** the Company's response to MFR-17.
- One of the consequences of no longer having direct NJDEP involvement on these projects is that the NJDEP no longer has any "hands on" method to track the progress at the site and/or the various submittals for the site. Instead, the NJDEP is relying on the LSRP to submit numerous forms that were created by the NJDEP to track the site progress and submittals. The NJDEP downloads this information into their "Dataminer" computer database system. This system allows the NJDEP, and others, to track compliance of the Potentially Responsible Parties (PRPs) (known under SRRA as "persons responsible for conducting remediation") with the various requirements of SRRA and the TRSR. It is the goal of the NJDEP to use this database system in the future to determine if each site is in compliance, or subject to NJDEP direct oversight. This system, however, is not fully automated for use by the LSRPs/RPs, therefore not all forms can be completed online and some need to be manually input by NJDEP personnel. This has created issues with data not being timely logged in, or data entered incorrectly by the NJDEP, or both, thereby forcing the RPs to resubmit the forms or associated data. In one prior instance, the Company resubmitted the Receptor Evaluation form for a site three times before the NJDEP acknowledged receipt and indicated that the site that is the subject of that form was in compliance. In addition, as data was migrated from the old pre-SRRA NJDEP database system to the new Dataminer system

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by NJDEP, information was lost or incorrectly logged. The Company has identified that for several Company sites the NJDEP is tracking the same site under more than one NJDEP “Program Identification” number, which again caused the Company to be “out of compliance” due to NJDEP tracking errors. The NJDEP has recognized these issues and continues to modify the database system.

- Finally, the forms are constantly being revised by the NJDEP without adequate outreach to the regulated community and without revising the instructions for filing the forms on the NJDEP website, creating a range of issues, delays, and corrective efforts. For example, in 2018 NJDEP changed its form of deed notice, potentially adversely affecting prior agreements between the Company and property owners as to obligations to sign prior forms. The financial impact on the Company cannot be readily determined for these NJDEP errors and the mandatory use of these forms, but it can be estimated to be at least \$1,000 to \$5,000 per form/per site and possibly significantly higher.
  - On August 29, 2019, the first material changes to SRRA became law and took effect. P.L. 2019, c. 263. While these amendments are not expected to materially or adversely affect the Company’s compliance with SRRA at its sites, the key changes within these amendments are outlined in NJDEP materials at [https://www.nj.gov/dep/srp/srra/stakeholder/cvp\\_srag/2019/srag\\_cv\\_p\\_srra\\_2\\_0911.pdf](https://www.nj.gov/dep/srp/srra/stakeholder/cvp_srag/2019/srag_cv_p_srra_2_0911.pdf) and as relevant to the Company below. NJDEP’s expanded use of municipal courts for quicker and more frequent minor enforcement is ratified.
  - Altered the definition of “immediate environmental concern” so as to potentially require more and faster efforts, especially at unoccupied structures.
  - Confirmation that a LSRP must be retained at sites subject to RAPs for the duration of the RAP.
  - Alterations in the requirements for NJDEP Direct Oversight, for example upon an RP missing mandatory deadlines, to allow NJDEP greater flexibility in some cases (for example if access issues have delayed remedial efforts).
- h) Pursuant to N.J.S.A. 58:10-23.16, the NJDEP is mandated to rank contaminated sites for the purposes of allocating its resources. This ranking system is known as the Remedial Priority Scoring System (RPS). Reportedly, the NJDEP is using the Dataminer data, and other resources, to score each site and determine a priority for future enforcement and attention in its RPS. Once finalized, these scores are expected to be made available to the public, creating some increased risk of independent review, inquiry, interference and enforcement by public officials, neighbors, real estate brokers, and lawyers - perhaps resulting in potential claims for

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damages. The probability of such occurrences and the costs associated with them cannot be predicted. Again, LSRPs are obligated to respond to information requests which can add costs. In 2019 the NJDEP has issued no revised timeframe as to the publication of the RPS.

- In 2011, the Company was asked by the NJDEP to serve as a BETA test company, whereby the NJDEP would rank the Company's sites using its computer model, and the Company could provide comments on the rankings, thereby gaining insight into the process and perhaps some influence on the final form of the RPS. As a result of that review, the Company commented that the RPS would not be representative of the real risks in some instances and would overestimate the risks in others. This was due to the NJDEP's "one size fits all" approach with the RPS. These issues occurred because of the inclusion of inaccurate information and the absence of any effort on the part of the NJDEP to verify the data used in the models. In addition, the NJDEP previously stated that not all sites were entered into the system, and that approximately 2,000 sites were not scored. The draft RPS information was provided to the Company in early summer 2012; while some information was corrected following the BETA testing, much of the information was still incorrect and either needed to be reissued or corrected. The inaccuracy of the data required the Company to seek to discuss with the NJDEP its use of such data and calculation of such scores and required the Company to engage our consultants to fix the inaccurate data and resubmit data where necessary. The regulated community also pointed out many of these errors and requested that the NJDEP delay issuing final scores until such data could be corrected.
  - The RPS was scheduled by NJDEP to be published initially in late 2012. As of the end of 2020, the RPS has not been published. The NJDEP has not stated the revised timeframe for issuance of the RPS.
  - The NJDEP has informally indicated that problems with the model have delayed its publication date.
  - The consequences of the final promulgation of the RPS may not be known for some time thereafter. As the majority of the effort by the Company took place in 2012 and given the fact that the final RPS will not be published until some much later date, the overall costs associated with this NJDEP initiative cannot be assessed at this time.
- i) NJDEP has long delayed promulgation and implementation of ecological standards. NJDEP has required various efforts to assess the existence of impacts from discharges of hazardous substances on ecological receptors (such as wetlands and streams). The Company has been addressing these requirements at several of its MGP Sites for many years. Experiences continue to suggest that LSRPs are looking more carefully at ecological issues than previously. Further the standards or criteria used by NJDEP and

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- LSRPs for those hazardous substances, while not yet adopted officially as regulatory standards, are the subject of uncertain and conflicting requirements, particularly relative to the need for additional investigations, the adequacy of remediations and the need for deed notices and remedial action permits, particularly when compared to residential standards instead of ecological criteria. NJDEP's staff with responsibility for ecological issues to date have declined to defer to LSRP views, using their own views to drive discussions about the adequacy of investigations and need for additional remediation, which in the absence of firm rules, standards, and guidance, delay some efforts and cause added expense. As discussed more specifically in MFR-17 the application of ecological standards (including site specific standards by NJDEP) has been inconsistent and without basis. These and other ecological issues hereafter may bring additional risks and costs as NJDEP and LSRP approaches become more established.
- j) SRRA imposed various mandatory and regulatory deadlines for remediation, many of which have passed or are fast approaching. At the time of SRRA's adoption many believed these deadlines to be unrealistic, particularly at complex sites, such as the Company's MGP Sites. The Company, and many other members of the regulated community investigating and remediating complex sites, may not attain full compliance by all such deadlines. The failure to meet these deadlines can result in enforcement, and prior to the August 2019 amendments to SRRA would result in mandatory NJDEP Direct Oversight of remediation (adding to costs and complicating completion). As a result of COVID-19 NJDEP (in March 2020) extended deadlines by one year. In many cases NJDEP allows for requests for extension, if filed in advance of missing the particular deadline, for acceptable cause, but does not permit filing of such requests sooner than 60 days before the relevant deadline. NJDEP can reject requests for extension. In December 2021, the Company began drafting extension requests for its MGP Sites, and may require for future extensions, or more favorable treatment under the 2019 changes to the NJDEP Direct Oversight requirements. The NJDEP approved all extension requests in April/May 2022. However, these and other scheduling issues hereafter may bring additional risks and costs as SRRA deadlines are extended or future requests for extension are rejected. (**See** the response to part d above).
- k) The Environmental Justice Law, N.J.S.A. 13:1D-157 ('EJL') signed by Governor Murphy on September 18, 2020, will have significant and far-reaching effects in over 331 areas throughout the State of New Jersey which have been identified by the NJDEP as "overburdened communities (OBC's)." These OBC's include certain areas in Atlantic City, Cape May, Dover, Morristown, Newton, Ocean City, Wildwood, and many others the Company has sites. The EJL requires that the environmental impacts of certain development projects be considered and analyzed both during the

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review phase of permit applications related to such projects, and for completeness review as well. NJDEP has already begun holding stakeholder meetings designed to provide information and solicit comments on the promulgation of the regulations to implement the EJP. Those requirements will, no doubt, add cost and time to affected projects. Pending receipt and review of these proposals the effect on the Company cannot yet be assessed.

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9. Provide schedules and supporting workpapers and documents, which show the reconciliation of the prior period RAC expenditures and recoveries as well as the derivation of the deferred tax credit and the interest accrual on any unamortized balances.

**Response:**

**See Attachments A and G.**

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10. Provide the Company's bid evaluation studies, reports, workpapers or other material related to the two largest MGP remediation contracts awarded during the previous RAC period. The response should include the criteria utilized for bid evaluation and the comparisons between the terms and conditions offered by the competitive bidders.

**Response:**

**REDACTED**

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MFR-10a – Boonton MGP Site

**REDACTED**



Jersey Central Power & Light Company  
2021 RAC Minimum Filing Requirements

MFR-10b – Dover MGP Site

**REDACTED**

**Jersey Central Power & Light Company**  
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11. Provide documentation relating to the two largest supplemental contract amendments authorized by the Company during the previous RAC period. The response should provide the contractor's request for supplemental funding, the reasons cited for the request, and the Company's evaluation and action taken concerning the request.

**Response:**

The documentation associated with the two largest supplemental contract amendments authorized by the Company during 2021 are included herewith as **Attachment MFR-11a** for the Dover MGP site and **Attachment MFR- 11b** for the Ocean City MGP site.

The amendment to the AECOM contract was issued in the amount of \$298,790.35 for the Dover MGP Site, AECOM provides engineering and environmental consulting services and oversight of the remediation services contractors retained by JCP&L to perform remediation of the Dover MGP site. The amendment to the AECOM contract provided funding for supplemental work and additional engineering support related to design and procurement services associated with groundwater remediation activities and pending demolition plans for the Neptune Products building; re-configuration of the four groundwater treatment vaults (GWTVs) and replacement of existing GAC canisters; construction oversight activities related to maintenance and repair of the asphalt cap covering the Site; preparation of the Remedial Action Permits (RAP) for soils and groundwater and associated deed notices; preparation of the Remedial Action Report (RAR); preparation of the historical fill CEA proposal for submission to NJDEP; construction oversight during pending upgrades to the groundwater treatment vaults and installation of product recover wells; and long term O&M activities related to quarterly groundwater monitoring, DNAPL gauging of recovery wells and inspection of product recovery systems.

The materials provided in **Attachment MFR-11a** include the contractor's request, the reasons for the request, and the Company's evaluation and action taken.

The amendment to the Tetra Tech, Inc. (Tetra Tech) contract, in the amount of \$402,619.26 provided funding to continue ongoing remediation activities at the Ocean City MGP site. Tetra Tech developed the plans and specifications and provided engineering oversight for the remediation construction. This contract amendment included groundwater treatment system operation, monitoring and maintenance (OM&M), remedial action reporting for soil and groundwater, deed notice development, performance monitoring of groundwater and bay quality, and monitoring well repair and replacement to maintain the

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performance monitoring network to comply with NJDEP post-remediation construction monitoring requirements at the Ocean City former MGP Site.

Groundwater treatment system OM&M cost components include operator visits, project management and reporting, media changeouts as needed, disposal of bag filters and other materials, routine and non-routine maintenance of pumps and other equipment, lab chemical analysis, field equipment rental, permit reporting, and other direct costs (e.g., travel, meals, and shipping.) Ongoing non-routine work includes evaluation and implementation of methods to reduce apparent biofouling of organoclay and GAC media, which results in system shutdown due to high separator tank level, to try to reduce the frequency of necessary operator visits and media backwashing. Tetra Tech will prepare the draft Soil Remedial Action Report and Deed Notices, including survey details, in accordance with NJDEP requirements. Tetra Tech will develop one Groundwater Remedial Action Progress Report to document post-construction monitoring results for the second year of four quarterly events and annual bay monitoring event and will draft the Remedial Action Report for groundwater. Tetra Tech's maintenance of the performance monitoring network includes the installation of two new monitoring wells, survey requirements, and routine repair.

Due to Tetra Tech's long-term successful involvement with this project, they possess a comprehensive understanding of project requirements. Tetra Tech is uniquely and best qualified to perform groundwater treatment system OM&M, soil and groundwater remedial reporting efforts, and performance monitoring as well as monitoring network maintenance.

The materials provided in **Attachment MFR-11b** include the contractor's request, the reasons for the request, and the Company's evaluation and action taken.

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

**Attachment MFR-11a**



AECOM TECHNICAL SERVICES INC  
1300 EAST NINTH STREET STE 500  
CLEVELAND OH 44114

Your number with us  
210037785

Please deliver to:  
Various Plants  
FirstEnergy Service Company  
44309

### Release Purchase Order

PO number/date  
48007282 / 01/15/2021  
Contact person/Telephone  
Susan Shelton/330-384-3801  
Contact person Email  
skshelton  
@firstenergycorp.com

Delivery date:  
12/31/2021

Freight Charges & FOB Terms: No freight, FOB destination  
Terms of payt.: within 10 days 2 % cash discount  
within 45 days Due net

Currency USD

This is a Release Purchase Order. All terms, conditions, and pricing are in accordance with the Contract agreement 46103806.

"Purchaser" is FirstEnergy Service Company on its own behalf and on behalf of its affiliates. The ship-to address may name either the Purchaser as named above and/or a subsidiary or affiliate company of the Purchaser. If more than one company is identified as the purchaser, the liability of each company named shall be several and not joint and shall be limited to such company's interest as identified therein.

If a proposal/quote is attached or referenced in a purchase order, any terms or conditions contained within the proposal/quote shall be considered additional and material terms and conditions and are hereby objected to and rejected.

Supplier shall comply with all requirements of FirstEnergy's Supplier Code of Conduct (located at [www.firstenergycorp.com](http://www.firstenergycorp.com)).

If Supplier engages FirstEnergy (FE) retirees in support of work under this PO, they shall identify these retirees by name to the FE contact person prior to the retiree performing any work under this PO. FE retirees shall not perform work under this PO unless and until receiving written approval from the FE contact person.

Critical Information: Req. 13174244. This Release PO replaces PO 55117364

External Contacts:  
Claudius Maranhao  
Phone: (973) 883-8623  
E-mail: Claudius.maranhao@aecom.com

Internal Contacts:

Buyer: Susan K. Shelton  
Phone: 330-384-3801  
E-mail: skshelton@firstenergycorp.com

FE Technical Rep.: Elaine Comings  
Phone: 973-401-8784  
eMail: ecomings@firstenergycorp.com

Project Manager:  
Frank Lawson, Supervisor-Site Remediation  
Fax: 973-644-8309  
Phone: 973-401-8784  
e-mail: flawson@firstenergycorp.com

Proposal: JCP&L Former MGP Site, Dover, New Jersey  
URS Project No. 60390438, Former URS Project No. 38580312, dated 9/19/2020

Brief Description: Dover Former MGP - Remediation

Invoicing:

Questions about invoices or payments or electronic payment/presentment may be directed to the Accounts Payable Help Desk at [aphelp@firstenergycorp.com](mailto:aphelp@firstenergycorp.com).

Please submit or view invoices electronically at the FirstEnergy Supplier Portal: [vendorportal.firstenergycorp.com](http://vendorportal.firstenergycorp.com)

Invoices must include pricing detail and must show the Purchase Order number, respective Purchase Order line item number, the transaction date, price data, taxpayer identification number, and the name of the FirstEnergy representative receiving the material or service. Each invoice must be sufficiently detailed to give the reviewer an accurate assessment of all the work performed by contractor.

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Item	FE Material No. Order qty.	Unit	Price per unit	Net value
00001	1	Each	353,119.17	353,119.17
Release Order against Purchase Order 46103806 Item:-00001				

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Scope of Work:

URS will perform the following at the Dover MGP Site including:

- 1.) Contractor support/project management activities;
- 2.) Engineering support related to design and procurement services associated with

- groundwater remediation activities and pending demolition plans for the Neptune Products building.
- 3.) Re-configuration of the four groundwater treatment vaults (GWTVs) and replacement of existing GAC canisters;
  - 4.) Construction oversight activities related to maintenance and repair of the asphalt cap covering the Site;
  - 5.) Preparation of the Remedial Action Permits (RAP) for soils and groundwater and associated deed notices;
  - 6.) Preparation of the Remedial Action Report (RAR);
  - 7.) Preparation of the historical fill CEA proposal for submission to NJDEP;
  - 8.) Construction oversight during pending upgrades to the groundwater treatment vaults and installation of product recover wells; and
  - 9.) Long term O&M activities related to quarterly groundwater monitoring, DNAPL gauging of recovery wells and inspection of product recovery systems.

Work will be performed on a time and material basis in accordance with the 2021 URS Labor Billing rates.

PO total: \$353,119.17 (Note \$55,328.82 was carried over from funds remaining on PO 55117364)

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Total order value	USD	353,119.17
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**SUPPLY CHAIN REQUISITION**

FORM X-3005 (04-03) PAGE 1 OF 2



TRACKING NO.		DATE 01/05/21		TOTAL ESTIMATED COST \$298,790.35		P.O. NO. 55117364		<input type="checkbox"/> CONFIRMING		REQUISITION NO.	
NEEDED BY OR SERVICE DATES FROM 01/1/21 TO 12/31/21			HIGH RISK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DOCUMENT TYPE (If Known)		DESCRIPTION OF USE Dover MGP		PRIOR P.O.		TAX CODE
SUGGESTED VENDORS								SHIP TO (If Other Than Your Usual Location or Plant)			
AECOM				Attn: Claudius Maranhao							
1255 Broad Street, Suite 201				Project Manager							
Clifton, N.J. 07013				(973) 883-8623// claudius.maranhao@aecom.com				GOODS RECIPIENT Dover MGP Site			
ITEM NO.	ITEM CAT. (If Known)	ACCOUNT CAT. (If Known)	MATERIAL / SERVICE MASTER NO.	QUALITY INDICATOR	DESCRIPTION / SCOPE OF WORK	QTY.	UNIT OF MEAS.	DELIVERY DATE	NET PRICE (Funding Limit)	MATERIAL GROUP (If Known)	PLANT (If Known)
002					Change Order Request to PO 55117364 to provide additional scope and funding associated with remedial activities performed at the Dover MGP Site. Additional scope is to be added under Line Item 02 Task(s) 0.0- Contractor Support Services; 5.3- Design Services & NJDEP Reporting & LSRP Oversight Activities; 6.2- Construction Oversight and 7.3- Long Term O&M. See attached URS proposal letter dated 11/19/2020 for a description of services.						
COMPILED BY (Print Name) Frank D. Lawson				EMPLOYEE NO. 297				PHONE NO. (200) 8309			
SIGNATURE <i>Frank D Lawson</i>								DATE 1-5-21			
TECHNICAL REPRESENTATIVE Elaine Comings // C4939 // (200) 8784											
ITEM NO.	GENERAL LEDGER NO. (Cost Element)		COST CENTER NO.		ORDER NO. OR MAINTENANCE WORK ORDER (MWO)		WBS ELEMENT NO.				
002	550300		xxxxxx		3001019		xxxxxx				
MATERIALS AND SERVICES APPROVAL								DATE			



**SUBJECT: URS**  
**Purchase Order # 55117364**  
**Dover MGP Site**

**FROM:** Elaine Comings

**LOCATION:** Site Remediation  
Environmental Affairs  
Morristown

**TO:** Susan Shelton  
Supply Chain

**DATE:** January 5, 2021

The attached is a Change Order Request for URS Purchase Order #55117364 prepared for consulting services supporting remediation of the Dover MGP Site. This Change Order Request will require an increase of funding on Line 02 of the PO in the amount of \$298,790.35 for out of scope work related to maintenance and repair of the engineered asphalt cap covering the Site, re-configuration of the components of four groundwater treatment vaults (GWTVs) associated with the groundwater containment wall including replacement of GAC canisters, installation of additional product recovery wells, long term O&M activities and remedial action permitting and reporting.

Authorized site activities included in the URS proposal include 1.) additional contractor support/project management activities; 2.) additional engineering support related to design and procurement services associated with groundwater remediation activities and pending demolition plans for the Neptune Products building. 3.) re-configuration of the four groundwater treatment vaults (GWTVs) and replacement of existing GAC canisters; 4.) construction oversight activities related to maintenance and repair of the asphalt cap covering the Site; 5.) preparation of the Remedial Action Permits (RAP) for soils and groundwater and associated deed notices; 6.) preparation of the Remedial Action Report (RAR); 7.) preparation of the historical fill CEA proposal for submission to NJDEP; 8.) construction oversight during pending upgrades to the groundwater treatment vaults and installation of product recover wells; and 9.) long term O&M activities related to quarterly groundwater monitoring, DNAPL gauging of recovery wells and inspection of product recovery systems.

This additional work is necessary to comply with NJDEP rules, regulations and mandatory timeframes established under the Site Remediation Reform Act (SRRA) regulations that now govern remediation of contaminated sites in New Jersey. Proposed remedial activities and associated budgets to be added to existing tasks under Line 002 of the Purchase Order include:

Task 0.0- Contractor Support Services (\$26,806.08)

Task 5.3- Design Services & NJDEP Reporting (\$86,276.20)

Task 5.3- LSRP Services/Supplemental Tasks (\$63,015.10)

Task 6.2- Construction Oversight (\$27,079.66)

Task 7.3- Long Term O&M (\$95,613.31)

Details related to the scope of work under this change order are provided in the attached URS proposal letter dated November 19, 2020.

Please note that we have a very tight schedule for completing the NJDEP-mandated remedial activities associated with the current phase of remediation to be completed at the Site. Your prompt review and processing of the attached change order request would be greatly appreciated.

I can be reached at extension 8784 (tie line 200) if you have any questions regarding this request. Please provide a copy of the Change Order to me for the project file once it is issued.

Thank you for your assistance.



URS  
1255 Broad Street, Suite 201  
Clifton, New Jersey 07013  
www.URS.com

973 883 8500 tel  
973 883 8501 fax

November 19, 2020

Ms. Elaine Comings, P.G.  
Site Remediation, Environmental Department  
Jersey Central Power & Light  
300 Madison Avenue  
Morristown, NJ 07962

Re: Change Order Request #21  
JCP&L Former MGP Site, Dover, New Jersey  
URS Project No. 60390438, Former URS Project No. 38580312

Dear Ms. Comings,

As per discussions and verbal authorization from Jersey Central Power & Light (JCP&L), URS (a fully-owned subsidiary of AECOM) has completed or is in the process of completing authorized additional in-scope and out-scope work for the Former MGP Site project located in Dover, New Jersey.

The purpose of this Change Order Request (COR) is to request additional funds for URS to perform the activities described below on a time and material (T&M) basis under the JCP&L Terms & Conditions (T&Cs) Rev 27. The COR is in the amount of \$298,790.35 and is for services to be commenced on January 2, 2021. In calculating the estimated project charges, the 2021 JCP&L billing rates and markup fees presented in Table 1 have been used. Table 2 presents a summary of the labor and non-labor charges for the activities included in COR #21. Table 3 presents the JCP&L amounts authorized to date for the various project task numbers and their respective remaining funds as of November 6, 2020.

A breakdown of the requested COR #21 fund, on a per Table basis, is discussed below:

Table 4 - Contractor Support Services & Project Management - URS will continue to provide project management services including, but not limited to, the coordination of various project tasks/activities, preparation of bid documents and letters of clarification to contractors, visits to municipal and State agencies, preparation of monthly project accruals and actual invoices, and conference calls with JCP&L. The COR #21 fund requested for this activity is \$26,806.08, which includes \$328.00 for other direct cost (mileage expenses);

Table 5 - Design Services & NJDEP Reporting (May 2021) - URS will continue to provide services related to the design and procurement services associated with the improvements/demolition of the following site structures:

- 1) improvements to the four on-site groundwater treatment vaults (GWTVs);
- 2) demolition of the Neptune Property Building;
- 3) installation of four additional recovery wells on East Blackwell Street; and
- 4) O&M activities related to the asphalt pavement cap on Carrel St.

URS will continue to provide regulatory reporting services to NJDEP (May 2021) associated with:



- a) Soil Remedial Action Permit (Soil RAP) – URS is revising the final Deed Notices after comments received from the JCP&L third-party legal counsel;
- b) Remedial Action Report for the remedial soil activities conducted to date;
- c) Groundwater Remedial Action Permit (GW RAP) – URS is reviewing options for extending the regulatory timeframe based on recent results indicating that the downgradient groundwater plume is not stable;
- d) Historic Fill CEA proposal (NJDEP form) and supporting documentation

The COR #21 fund requested for this activity is \$86,276.20, which includes \$471.50 for other direct costs (mileage, shipping, and other travel expenses).

Table 6 - Other Requested Tasks including LSRP – Requested Tasks authorized by email from JCP&L include, but are not limited to, the review activities carried out by the Licensed Site Remediation Professional (LSRP); the URS coordination and oversight activities in connection with the disposal of on-site DNAPL drums by Veolia; and the quarterly 5-year revegetation activities in connection with the wetland mitigation. The COR #21 fund requested for this activity is \$63,015.10, which includes \$512.50 for other direct costs (mileage and permit fees).

Table 7 - Construction Oversight – As discussed in COR #20, URS contacted contractors (Enviro-Air Technologies, Summit Drilling and SGS Drilling) and received bids for the re-configuration of the four on-site Groundwater Treatment Vaults (GWTVs) and for the installation of four (4) additional DNAPL recovery wells. The estimated contractor fees have been previously requested to JCP&L and added in COR #20. URS included in COR #21, 150 hours (approximately 3 weeks' field time) and other ancillary time required for the construction oversight activities related to the O&M of the asphalt pavement cap and also for the installation of the DNAPL recovery wells. The COR #21 fund requested for this activity is \$27,079.66, which includes \$1,230.00 for other direct costs (car/truck rental and mileage expenses).

Table 8 - Long-Term O&M – This task includes charges related to three (3) site quarterly groundwater monitoring events, as well as the DNAPL gauging of the current recovery wells (10), and inspection of the DNAPL recovery systems (3). Sixty (60) samples are collected during each site quarterly sampling event:

- Site groundwater monitoring wells – SGW (25 samples);
- Site downgradient monitoring wells - DGW (4 samples);
- Site groundwater treatment vaults – GWTV (24 samples); and
- Duplicate, field and trip blanks (7 samples)

Groundwater samples (60 samples per event) will continue to be sent to TestAmerica Lab (now Eurofins) for chemical analytical testing on a standard 14-day turn-around time (TAT). The chemical analytical testing program will include the following parameters:

- Benzene
- Ethylbenzene
- Naphthalene
- 2-methylnaphthalene
- Cyanide - amenable and total

The COR #21 fund requested for this activity is \$95,613.31 of which \$47,441.10 is for labor and \$48,172.21 is for ODCs and subcontractors (rental of a temporary onsite storage facility – 9 months



at \$117.92 per month, chemical analytical testing – 3 quarterly events, and sampling equipment rental – 3 quarterly events). The 2.5% markup fees for ODCs, as well as for the subcontractors have been added to URS' estimate. Quote from the chemical analytical testing laboratory is provided in Appendix A.

**Summary**

As summarized in the Table below, URS is requesting \$298,790.35 for funding authorized additional work provided and that continue to be provided for each Task/Activity. The URS services will be provided on a time & material (T&M) basis and under the JCP&L Terms & Conditions (T&Cs) Rev 27.

<b>Summary of Estimated URS Charges</b>					
<b>Change Order Request (COR) #21</b>					
JCP&L Task / Subtask	URS Cost Code	URS Services	Estimated Charges		
			URS Labor	URS Non- Labor Charges	Total COR #21
0.0	0	Contractor Support Services	\$26,478.08	\$328.00	\$26,806.08
5.3	50000	Design Services & NJDEP Reporting	\$85,804.70	\$471.50	\$86,276.20
5.3	59000	Other Requested Tasks including LSRP	\$62,502.60	\$512.50	\$63,015.10
6.2	60000	Remedial Construction & Oversight	\$25,849.66	\$1,230.00	\$27,079.66
7.3	70000	Long Term O&M	\$47,441.10	\$48,172.21	\$95,613.31
<b>Total Amount of COR #21 (\$)</b>			<b>\$248,076.14</b>	<b>\$50,714.21</b>	<b>\$298,790.35</b>



Thank you for the opportunity to provide additional services for JCP&L on this project. Should you have any questions or require further information, please contact me at (973) 883-8623, or by e-mail at <claudius.maranhao@URS.com>.

Sincerely,

Claudius Maranhao, PE, MBA  
Project Manager  
Principal Engineer, PE

Kevin Shanahan  
Associate Vice-President

**Attachments:**

- Table 1 – 2020/2021 URS Labor Billing Rates
- Table 2 – Summary of Charges – Change Order Request #21
- Table 3 – Status of Authorized Budget per Task/Cost Code Nos.
- Tables 4 to 8 – Breakdown of Charges

Appendix A – Quote from Chemical Analytical Testing Laboratory

**Table 1**  
**2021 URS Labor Billing Rates**

Position / Title	2019	2020	2021
Project Director	\$ 170.21	\$ 175.32	\$ 180.58
Senior Technical Reviewer	\$ 170.21	\$ 175.32	\$ 180.58
Project Manager	\$ 162.05	\$ 166.91	\$ 171.92
Lead Engineer/Scientist	\$ 157.39	\$ 162.11	\$ 166.98
Project Ecologist	\$ 134.07	\$ 138.09	\$ 142.23
Modeling	\$ 134.07	\$ 138.09	\$ 142.23
Project Hydrocologist	\$ 135.23	\$ 139.29	\$ 143.47
Senior Engineer/Scientist	\$ 135.23	\$ 139.29	\$ 143.47
Project Engineer	\$ 128.24	\$ 132.09	\$ 136.05
Project Scientist	\$ 118.91	\$ 122.47	\$ 126.15
Construction Oversight	\$ 115.31	\$ 118.77	\$ 122.33
CADD	\$ 102.59	\$ 105.67	\$ 108.84
Staff Eng/Scientist	\$ 95.59	\$ 98.46	\$ 101.41
GIS/Data Management	\$ 81.60	\$ 84.05	\$ 86.57
Field Tech	\$ 74.60	\$ 76.83	\$ 79.14
Project Assistant	\$ 67.62	\$ 69.65	\$ 71.74
Clerical Support	\$ 45.46	\$ 46.82	\$ 48.23

**NOTES:**

- 1) 2021 Labor Billing Rates effective on Jan 2, 2021
- 2) 2021 AECOM markup fees for JCP&L:
  - a) ODCs & expenses is 2.5%; and
  - b) Subcontractors is 2.5%.

**Table 2**  
**Summary of Charges - Change Order Request (COR) #21**

JCP&L Task / Subtask	URS Cost Code	URS Services	COR #21			
			Table No.	URS Labor	URS Non- Labor Charges	Total COR #21
0.0	0	Contractor Support Services	4	\$26,478.08	\$328.00	\$26,806.08
5.3	50000	Design Services & NJDEP Reporting - GWTVs; Demolition of the Neptune Property Building; Additional Recovery Wells on East Blackwell St.; O&M Activities of the Asphalt Pavement Cap; and NJDEP Reporting (May 2021)	5	\$85,804.70	\$471.50	\$86,276.20
5.3	59000	Other Requested Tasks including LSRP	6	\$62,502.60	\$512.50	\$63,015.10
6.2	60000	Remedial Construction & Oversight	7	\$25,849.66	\$1,230.00	\$27,079.66
7.3	70000	Long Term O&M	8	\$47,441.10	\$48,172.21	\$95,613.31
<b>Total Amount of COR #21 (\$)</b>				<b>\$248,076.14</b>	<b>\$50,714.21</b>	<b>\$298,790.35</b>



**Table 3**  
**Status of Authorized Budget per Main Tasks & per Specific Cost Code Nos. (as of Nov 6, 2020)**

JCP&L Subtasks	URS Specific Cost Codes	Specific Cost Codes (Authorization per Cost Code)	Current Approved Budget (09/03/20)	Total Expended to Nov 6, 2020	Available Balance (11/06/20)	COR #21 (11/18/20)	Revised Approved Budget after COR #21	Revised Available Balance (11/18/20)
0.0	0	Contractor Support Services	\$499,174.48	\$499,797.93	(\$623.45)	\$26,806.08	\$525,980.56	\$26,182.63
5.3	50000	Design Services & NJDEP Reporting - GWTVs; Demolition of the Neptune Property Building; Additional Recovery Wells on East Blackwell St.; O&M Activities of the Asphalt Pavement Cap; and NJDEP Reporting (May 2021)	\$1,081,209.29	\$1,111,427.63	(\$30,218.34)	\$86,276.20	\$1,167,485.49	\$56,057.86
5.3	59000	Other Requested Tasks Including LSRP	\$906,251.78	\$942,257.04	(\$36,005.26)	\$63,015.10	\$969,266.80	\$27,009.84
6.2	60000	Remedial Construction & Oversight	\$737,735.44	\$519,672.49	\$218,062.95	\$27,079.66	\$764,815.10	\$245,142.61
7.3	70000	Long Term O&M	\$301,712.97	\$357,948.94	(\$56,235.97)	\$95,613.31	\$397,326.28	\$39,377.34
<b>SPECIFIC COST CODES: CONTRACT TOTALS (\$)</b>			\$3,526,083.56	\$3,431,104.03	\$94,979.93	\$298,790.35	\$3,824,874.31	\$393,770.28

**Table 4**  
**Contractor Support Services**  
**COR #21**  
**JCP&L Task 0.0, URS Cost Code 00000 Series**

Item	Unit	Quantity	Rate (\$)	Charges (\$)
URS Labor				
Project Director	Hr	8.00	\$180.58	\$1,444.64
Senior Technical Reviewer	Hr	0.00	\$180.58	\$0.00
Project Manager	Hr	136.00	\$171.92	\$23,381.12
Lead Engineer/Scientist	Hr	0.00	\$166.98	\$0.00
Project Ecologist	Hr	0.00	\$142.23	\$0.00
Modeling	Hr	0.00	\$142.23	\$0.00
Project Hydrogeologist	Hr	0.00	\$143.47	\$0.00
Senior Engineer/Scientist	Hr	0.00	\$143.47	\$0.00
Project Engineer	Hr	0.00	\$136.05	\$0.00
Project Scientist	Hr	0.00	\$126.15	\$0.00
Construction Oversight	Hr	0.00	\$122.33	\$0.00
CADD	Hr	0.00	\$108.84	\$0.00
Staff Eng/Scientist	Hr	0.00	\$101.41	\$0.00
GIS/Data Management	Hr	8.00	\$86.57	\$692.56
Field Tech	Hr	0.00	\$79.14	\$0.00
Project Assistant	Hr	8.00	\$71.74	\$573.92
Clerical Support	Hr	8.00	\$48.23	\$385.84
			<b>Total Labor Charges</b>	<b>\$26,478.08</b>
<b>Other Direct Cost</b>				
Mileage & Car Rental	Unit	1.025	\$200.00	\$205.00
FEDEX Shipping	Unit	0	\$0.00	\$0.00
Supplies	Unit	1.025	\$120.00	\$123.00
Travel - All Others	Unit	0	\$0.00	\$0.00
			<b>Subtotal - Other Direct Cost</b>	<b>\$328.00</b>
<b>Subcontractors</b>				
Drilling Services	Unit	0	\$0.00	\$0.00
Chemical Analytical Lab	Unit	0	\$0.00	\$0.00
			<b>Subtotal - Subcontractors</b>	<b>\$0.00</b>
			<b>Total Non-Labor Charges</b>	<b>\$328.00</b>
			<b>Total Labor &amp; Non-Labor Charges</b>	<b>\$26,806.08</b>

**Table 5**  
**Design Services**  
**COR #21**  
**JCP&L Task 5.3, URS Cost Code 50000 Series**

Item	Unit	Quantity	Rate (\$)	Charges (\$)
<b>URS Labor</b>				
Project Director	Hr	8.00	\$180.58	\$1,444.64
Senior Technical Reviewer	Hr	0.00	\$180.58	\$0.00
Project Manager	Hr	32.00	\$171.92	\$5,501.44
Lead Engineer/Scientist	Hr	48.00	\$166.98	\$8,015.04
Project Ecologist	Hr	0.00	\$142.23	\$0.00
Modeling	Hr	0.00	\$142.23	\$0.00
Project Hydrogeologist	Hr	0.00	\$143.47	\$0.00
Senior Engineer/Scientist	Hr	156.00	\$143.47	\$22,381.32
Project Engineer	Hr	182.00	\$136.05	\$24,761.10
Project Scientist	Hr	0.00	\$126.15	\$0.00
Construction Oversight	Hr	0.00	\$122.33	\$0.00
C/ADD	Hr	80.00	\$108.84	\$8,707.20
Staff Eng/Scientist	Hr	120.00	\$101.41	\$12,169.20
GIS/Data Management	Hr	16.00	\$86.57	\$1,385.12
Field Tech	Hr	0.00	\$79.14	\$0.00
Project Assistant	Hr	12.00	\$71.74	\$860.88
Clerical Support	Hr	12.00	\$48.23	\$578.76
<b>Total Labor Charges</b>				<b>\$85,804.70</b>
<b>Other Direct Cost</b>				
Mileage & Car Rental	Unit	1.025	\$200.00	\$205.00
FEDEX Shipping	Unit	1.025	\$60.00	\$61.50
Permit Fees	Unit	0	\$0.00	\$0.00
Travel - All Others	Unit	1.025	\$200.00	\$205.00
<b>Subtotal - Other Direct Cost</b>				<b>\$471.50</b>
<b>Subcontractors</b>				
Drilling Services	Unit	0	\$0.00	\$0.00
Chemical Analytical Lab	Unit	0	\$0.00	\$0.00
<b>Subtotal - Subcontractors</b>				<b>\$0.00</b>
<b>Total Non-Labor Charges</b>				<b>\$471.50</b>
<b>Total Labor &amp; Non-Labor Charges</b>				<b>\$86,276.20</b>

**Table 6**  
**Other Requested Tasks including LSRP Services**  
**COR #21**  
**JCP&L Task 5.3, URS Cost Code 59000 Series**

Item	Unit	Quantity	Rate (\$)	Charges (\$)
<b>URS Labor</b>				
Project Director	Hr	0.00	\$180.58	\$0.00
Senior Technical Reviewer	Hr	0.00	\$180.58	\$0.00
Project Manager	Hr	24.00	\$171.92	\$4,126.08
Lead Engineer/Scientist/LSRP	Hr	48.00	\$166.98	\$8,015.04
Project Ecologist	Hr	0.00	\$142.23	\$0.00
Modeling	Hr	0.00	\$142.23	\$0.00
Project Hydrogeologist	Hr	0.00	\$143.47	\$0.00
Senior Engineer/Scientist	Hr	136.00	\$143.47	\$19,511.92
Project Engineer	Hr	48.00	\$136.05	\$6,530.40
Project Scientist	Hr	0.00	\$126.15	\$0.00
Construction Oversight	Hr	0.00	\$122.33	\$0.00
CADD	Hr	48.00	\$108.84	\$5,224.32
Staff Eng/Scientist	Hr	172.00	\$101.41	\$17,442.52
GIS/Data Management	Hr	8.00	\$86.57	\$692.56
Field Tech	Hr	0.00	\$79.14	\$0.00
Project Assistant	Hr	8.00	\$71.74	\$573.92
Clerical Support	Hr	8.00	\$48.23	\$385.84
		<b>Total Labor Charges</b>		<b>\$62,502.60</b>
<b>Other Direct Cost</b>				
Mileage & Car Rental	Unit	1.025	\$200.00	\$205.00
FEDEX Shipping	Unit	0	\$0.00	\$0.00
Permit Fees	Unit	1.025	\$300.00	\$307.50
Travel - All Others	Unit	0	\$0.00	\$0.00
		<b>Subtotal - Other Direct Cost</b>		<b>\$512.50</b>
<b>Subcontractors</b>				
Drilling Services	Unit	0	\$0.00	\$0.00
Chemical Analytical Lab	Unit	0	\$0.00	\$0.00
		<b>Subtotal - Subcontractors</b>		<b>\$0.00</b>
		<b>Total Non-Labor Charges</b>		<b>\$512.50</b>
		<b>Total Labor &amp; Non-Labor Charges</b>		<b>\$63,015.10</b>

**Table 7**  
**Remedial Construction & Oversight**  
**COR #21**  
**JCP&L Task 6.1 & 6.2, URS Cost Code 60000 Series**

Item	Unit	Quantity	Rate (\$)	Charges (\$)
<b>URS Labor</b>				
Project Director	Hr	0.00	\$180.58	\$0.00
Senior Technical Reviewer	Hr	0.00	\$180.58	\$0.00
Project Manager	Hr	8.00	\$171.92	\$1,375.36
Lead Engineer/Scientist	Hr	8.00	\$166.98	\$1,335.84
Project Ecologist	Hr	0.00	\$142.23	\$0.00
Modeling	Hr	0.00	\$142.23	\$0.00
Project Hydrogeologist	Hr	0.00	\$143.47	\$0.00
Senior Engineer/Scientist	Hr	0.00	\$143.47	\$0.00
Project Engineer	Hr	16.00	\$136.05	\$2,176.80
Project Scientist	Hr	0.00	\$126.15	\$0.00
Construction Oversight	Hr	150.00	\$122.33	\$18,349.50
CADD	Hr	24.00	\$108.84	\$2,612.16
Staff Eng/Scientist	Hr	0.00	\$101.41	\$0.00
GIS/Data Management	Hr	0.00	\$86.57	\$0.00
Field Tech	Hr	0.00	\$79.14	\$0.00
Project Assistant	Hr	0.00	\$71.74	\$0.00
Clerical Support	Hr	0.00	\$48.23	\$0.00
<b>Total Labor Charges</b>				<b>\$25,849.66</b>
<b>Other Direct Cost</b>				
Lodging & Meals	Unit		\$0.00	\$0.00
Car Rental & Mileage	Unit	1.025	\$1,200.00	\$1,230.00
Field Supplies	Unit		\$0.00	\$0.00
Travel - All Others	Unit		\$0.00	\$0.00
<b>Subtotal - Other Direct Cost</b>				<b>\$1,230.00</b>
<b>Subcontractors</b>				
Drilling Services (Recov Wells)	Unit		\$0.00	\$0.00
Enviro-Air Technologies	Unit		\$0.00	\$0.00
<b>Subtotal - Subcontractors</b>				<b>\$0.00</b>
<b>Total Non-Labor Charges</b>				<b>\$1,230.00</b>
<b>Total Labor &amp; Non-Labor Charges</b>				<b>\$27,079.66</b>

**Table 8**  
**Long-Term O&M**  
**COR #21**  
**JCP&L Task 7.3, URS Cost Code 70000 Series**

Item	Unit	Quantity	Rate (\$)	Charges (\$)
<b>URS Labor</b>				
Project Director	Hr	0.00	\$180.58	\$0.00
Senior Technical Reviewer	Hr	0.00	\$180.58	\$0.00
Project Manager	Hr	24.00	\$171.92	\$4,126.08
Lead Engineer/Scientist	Hr	0.00	\$166.98	\$0.00
Project Ecologist	Hr	0.00	\$142.23	\$0.00
Modeling	Hr	0.00	\$142.23	\$0.00
Project Hydrogeologist	Hr	0.00	\$143.47	\$0.00
Senior Engineer/Scientist	Hr	18.00	\$143.47	\$2,582.46
Project Engineer	Hr	24.00	\$136.05	\$3,265.20
Project Scientist	Hr	0.00	\$126.15	\$0.00
Construction Oversight	Hr	0.00	\$122.33	\$0.00
CADD	Hr	0.00	\$108.84	\$0.00
Staff Eng/Scientist	Hr	360.00	\$101.41	\$36,507.60
GIS/Data Management	Hr	0.00	\$86.57	\$0.00
Field Tech	Hr	0.00	\$79.14	\$0.00
Project Assistant	Hr	8.00	\$71.74	\$573.92
Clerical Support	Hr	8.00	\$48.23	\$385.84
			<b>Total Labor Charges</b>	<b>\$47,441.10</b>
<b>Other Direct Cost</b>				
Mileage & Car Rental	Unit	1.025	\$1,920.00	\$1,968.00
Pac Van Onsite Storage	Unit	1.025	\$1,061.28	\$1,087.81
Pine Envtl Svcs	Unit	1.025	\$10,500.00	\$10,762.50
Travel - All Others	Unit	1.025	\$720.00	\$738.00
			<b>Subtotal - Other Direct Cost</b>	<b>\$14,556.31</b>
<b>Subcontractors</b>				
Drilling Services	Unit	1.025	\$0.00	\$0.00
Chemical Analytical Lab	Unit	1.025	\$32,796.00	\$33,615.90
			<b>Subtotal - Subcontractors</b>	<b>\$33,615.90</b>
			<b>Total Non-Labor Charges</b>	<b>\$48,172.21</b>
			<b>Total Labor &amp; Non-Labor Charges</b>	<b>\$95,613.31</b>

## **APPENDIX A**

**Quote from Eurofins Lab**



Environment Testing  
America

Eurofins TestAmerica, Edison  
777 New Durham Road  
Edison, NJ 08817

Tel: (732) 549-3900  
Fax: (732) 549-3679  
www.testamericainc.com

November 18, 2020

Ms. Elizabeth Johnston  
AECOM  
1255 Broad Street  
Clifton, NJ 07013  
elizabeth.johnston@aecom.com  
Tel: (973) 883-8533

Subject: Analytical Services Proposal - JCP&L Dover Site  
Eurofins TestAmerica Quotation Number 46033949

Dear Ms. Elizabeth Johnston:

We appreciate the opportunity to provide your company with a quotation for your JCP&L Dover Site project. Eurofins TestAmerica has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

At Eurofins TestAmerica, quality is the hallmark of our business. To ensure your project's data quality objectives are met, we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest environmental laboratory network. This provides access to an unparalleled spectrum of capabilities and turnaround time options, all through a single point of contact. Patricia Grieco has been assigned as your Project Manager for this work and can be reached by phone at 732 593-2507 or via email at Patricia.Grieco@Eurofinset.com.

- **Total Access:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.
- **Level IV Deliverables/Customizable EDDs:** high resolution, text searchable reports, available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory protocols and procedures.
- **Nationwide Logistical Support:** bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.
- **PFAS, Dioxins/Furans, Air, Radiochemistry, IH and other specialty analyses** are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

The following quotation includes a detailed price breakdown, as well as any notes and clarifications pertaining to your project, and is subject to Eurofins TestAmerica's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for choosing Eurofins TestAmerica, and we look forward to working with you on this project.

Sincerely,

David Lissy  
Client Relations Manager  
David.Lissy@Eurofinset.com

cc: Lynn Kuhl; Patricia Grieco



Eurofins TestAmerica, Edison  
 777 New Durham Road  
 Edison, NJ 08817

**Prepared for:**

Ms. Elizabeth Johnston  
 AECOM  
 1255 Broad Street  
 Clifton, NJ 07013  
 elizabeth.johnston@aecom.com  
 Tel: (973) 883-8533

Prepared by Lissy, David  
 Date 11/18/2020  
 Expiration Date 2/16/2021  
 Est. Start Date

<b>Project: JCP&amp;L Dover Site</b>	<b>Quote Number: 46033949 - 0</b>
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**Groundwaters, DUPs, FBs, TBs**

**TAT: 10\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	SM 4500 CN G	Cyanide, Amenable	60	\$ 25.00	\$ 1,500.00
Water	SM 4500 CN G	Cyanide, Amenable	60	\$ 0.00	\$ 0.00
Water	335.4	Cyanide, Total	60	\$ 18.00	\$ 1,080.00
Water	8260D	Benzene, Ethylbenzene	64	\$ 53.00	\$ 3,392.00
Water	8270E	Naphthalene, 2MN	60	\$ 80.00	\$ 4,800.00
<b>Total Groundwaters, DUPs, FBs, TBs</b>					<b>\$ 10,772.00</b>

**Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	64	\$ 2.50	\$ 160.00
Minimum Total Invoice per analytical receipt (for details see T&Cs)	0	\$ 150.00	\$ 0.00
<b>Total Other Charge</b>			<b>\$160.00</b>

<b>Total Other Charges</b>	<b>\$ 160.00</b>
<b>Total Analysis Charges</b>	<b>\$ 10,772.00</b>
<b>Grand Total for Quote 46033949</b>	<b>\$ 10,932.00</b>

*\*\*Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

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## PROJECT DETAILS

### Miscellaneous

Eurofins TestAmerica, Edison has the right of refusal based on the capacity of the laboratory at the time.

Non-project specific Matrix spike/matrix spike duplicate included at no additional cost.

### Eurofins TestAmerica Business T&Cs

#### Confidentiality -

This quote has been prepared by TestAmerica Laboratories, Inc. dba Eurofins TestAmerica (Eurofins TestAmerica), solely for the use of the customer to whom it is addressed in evaluating Eurofins TestAmerica's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins TestAmerica upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, submittal of samples will indicate acceptance of this quotation.

#### Terms and Conditions -

This quotation is based solely upon Eurofins TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins TestAmerica's Terms and Conditions unless alternative terms have been agreed to in writing. Submittal of samples will indicate acceptance of this quotation.

#### Quote Expiration -

Pricing listed in the proposal will expire 90 days from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, Eurofins TestAmerica reserves the right to re-evaluate pricing for extended length projects on an annual basis.

#### SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

#### PROJECT SETUP

##### Field Sampling Products -

Eurofins TestAmerica can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

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**Core Samplers**

- 5 gram Core N' One and EnCore samplers are available at \$10 each (three required per sample).
- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins TestAmerica does not supply EnCore T-Handles.

**Field Preservation**

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

**Coolers and Sampling Supplies -**

- **Sampling Supplies:** Eurofins TestAmerica will provide sample containers and coolers to support the sampling of water and soil samples. Extra bottles may be provided (up to 10%) in case of breakage. Eurofins TestAmerica expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 70% or higher of the expected/quoted sample number. Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.
- **Sample Container Shipping:** The containers and preservatives required by the project shall be delivered via ground transportation. A minimum of 5 business days advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at Eurofins TestAmerica's cost. Alternatively, Eurofins TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

Eurofins TestAmerica does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

**Courier Services and Sample Pick-Up -**

Courier Services are offered by some Eurofins TestAmerica facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

**Minimum Log-In Charges -**

Eurofins TestAmerica's minimum charge is \$150 for a group of samples received together for analysis. Our minimum invoice value is \$150.

**QC Limit Disclaimer -**

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

**Turnaround Time -**

- **Quoted Turnaround Time** - Data will be delivered at the proposed turnaround time in

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Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 11 AM will be considered received the next business day.

- **Expedited Turnaround Time:** Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 11 AM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 30%
- 4 Business Days TAT = 45%
- 3 Business Days TAT = 60%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

**PROJECT DELIVERABLES**

Eurofins TestAmerica will provide two analytical report formats, a final report in PDF format and a standard Eurofins TestAmerica EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- **Report Format:** Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- **Electronic Data Deliverable Format:** Eurofins TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. Eurofins TestAmerica offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$50/hour.

**PROJECT SPECIFICATIONS**

**Cancellation Fee -**

A fee will be charged for cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

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**Quote Number: 46033949 - 0**

**Changes in Scope and Work Revisions -**

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project specific charges at the time a change order is received.

**Held Samples -**

- **Held samples not analyzed:** Samples submitted on hold will be billed at 35% of the analysis fee (minimum \$10/sample). If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extracted/Prepped and Held samples:** Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extended archival of samples:** Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

**Matrix Spike/Spike Duplication (MS/MSD) Samples -**

When MS/MSDs are not specifically requested, Eurofins TestAmerica will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

**Multiple Dilutions Analyzed -**

Eurofins TestAmerica strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

**Sample Disposal -**

Eurofins TestAmerica will dispose of non-hazardous samples, sample extracts and digestates

Eurofins TestAmerica, Edison  
777 New Durham Road  
Edison, NJ 08817

**Prepared for:**

Ms. Elizabeth Johnston  
AECOM  
1255 Broad Street  
Clifton, NJ 07013  
elizabeth.johnston@aecom.com  
Tel: (973) 883-8533

Prepared by Lissy, David  
Date 11/18/2020  
Expiration Date 2/16/2021  
Est. Start Date

**Project: JCP&L Dover Site**

**Quote Number: 46033949 - 0**

30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

**Special Sample Handling Fees -**

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams

**Trip Blanks -**

Eurofins TestAmerica typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

**ADDITIONAL BUSINESS TERMS AND CONDITIONS**

**Environmental Management Fee**

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

**Field Parameters -**

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

**Network or Subcontract Labs -**

- Networking: Eurofins TestAmerica reserves the right to perform the services at any laboratory in the Eurofins TestAmerica network, unless the Client has required a particular location for the work.
- Subcontracting: Eurofins TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins TestAmerica will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins TestAmerica will in no way be liable for any subcontracted services (outside the Eurofins TestAmerica network) except for work performed at laboratories which have been audited and approved by Eurofins TestAmerica.

**Price Surcharge Due To Sample Volume -**

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request. If the volume of samples submitted is less than 70% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

**Professional and Administrative Services -**

Eurofins TestAmerica, Edison  
777 New Durham Road  
Edison, NJ 08817

**Prepared for:**

Ms. Elizabeth Johnston  
AECOM  
1255 Broad Street  
Clifton, NJ 07013  
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Est. Start Date

**Project: JCP&L Dover Site**

**Quote Number: 46033949 - 0**

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins TestAmerica's Professional Rate Schedule.

**Taxes -**

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins TestAmerica's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins TestAmerica.

Rev: 04/04/2019

Eurofins TestAmerica, Edison  
 777 New Durham Road  
 Edison, NJ 08817

Prepared for:  
 Ms. Elizabeth Johnston  
 AECOM  
 1255 Broad Street  
 Clifton, NJ 07013  
 elizabeth.johnston@aecom.com  
 Tel: (973) 883-8533

Prepared by Lissy, David  
 Date 11/18/2020  
 Expiration Date 2/16/2021  
 Est. Start Date

**Project: JCP&L Dover Site** **Quote Number: 46033949 - 0**

**Groundwaters, DUPs, FBs, TBs**

Matrix	Method	Test Description	Analyte	RL	RL	Units
Water	SM 4500 CN G	Cyanide, Amenable	Cyanide, Amenable	0.0100	0.0100	mg/L
Water	335.4	Cyanide, Total	Cyanide, Total	0.0100	0.00400	mg/L
Water	8260D	Benzene, Ethylbenzene	Benzene Ethylbenzene	1.00 1.00	0.203 0.298	ug/L ug/L
		<b>Surrogate Cpnd</b>	1,2-Dichloroethane-d4 (Surr) 4-Bromofluorobenzene Dibromofluoromethane (Surr) Toluene-d8 (Surr)			
Water	8270E	Naphthalene, 2MN	2-Methylnaphthalene Naphthalene	10.0 2.00	0.527 0.541	ug/L ug/L
		<b>Surrogate Cpnd</b>	2-Fluorobiphenyl Nitrobenzene-d5 Terphenyl-d14			



**EUROFINS TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)**

When a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (Eurofins TestAmerica), Eurofins TestAmerica shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of Eurofins TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at a Eurofins TestAmerica laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by Eurofins TestAmerica in writing.

**1. ORDERS AND RECEIPT OF SAMPLES**

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to Eurofins TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable Eurofins TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, Eurofins TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when Eurofins TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, Eurofins TestAmerica reserves its rights to modify its turnaround time commitment, change the date upon which Eurofins TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 Eurofins TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Eurofins TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to Eurofins TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where Eurofins TestAmerica provides courier services. In no event will Eurofins TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Eurofins TestAmerica's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to Eurofins TestAmerica's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 Eurofins TestAmerica reserves the right to begin processing samples upon receipt, unless the Client specifically notifies Eurofins TestAmerica in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. Eurofins TestAmerica shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples

are released from Hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

**2. PAYMENT TERMS**

2.1 Services performed by Eurofins TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with Eurofins TestAmerica. For clients with approved credit, payment terms are net 30 days from the date of invoice by Eurofins TestAmerica, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage, and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, Eurofins TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. Eurofins TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

**3. CHANGE ORDERS, TERMINATION**

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by Eurofins TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Eurofins TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. Eurofins TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. Eurofins TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. Eurofins TestAmerica will complete all work in progress and be paid in full for all work completed.

**4. WARRANTIES AND LIABILITY**

4.1 Where applicable, Eurofins TestAmerica will use appropriate and approved analytical test methods. Eurofins TestAmerica has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. Eurofins TestAmerica reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Eurofins TestAmerica's Laboratory Quality Manuals. Client may request that Eurofins TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, Eurofins TestAmerica will proceed with analyses under its standard Quality Manuals then in effect. Eurofins TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 Eurofins TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less, unless the Client has specifically requested that Eurofins TestAmerica hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, Eurofins TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in Eurofins TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Eurofins TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 Eurofins TestAmerica warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to Eurofins TestAmerica prior to Sample Delivery Acceptance. Eurofins TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by Eurofins TestAmerica in connection with any services performed by Eurofins TestAmerica or any results generated from such services, and Eurofins TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Eurofins TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by Eurofins TestAmerica will be limited to repeating any services performed, contingent on the Client's providing, at the request of Eurofins TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, Eurofins TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 Eurofins TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Eurofins TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Eurofins TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall Eurofins TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by Eurofins TestAmerica that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Eurofins TestAmerica. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond Eurofins TestAmerica's reasonable control.

## 5. RESULTS, WORK PRODUCT

5.1 Data or information provided to Eurofins TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by Eurofins TestAmerica of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by Eurofins TestAmerica for performance of work will be retained by Eurofins TestAmerica. Client shall

not disclose such information to any third party without Eurofins TestAmerica's express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Eurofins TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay Eurofins TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by Eurofins TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold Eurofins TestAmerica's right to independently defend its data.

5.4 Eurofins TestAmerica reserves the right to perform the services at any laboratory in the Eurofins TestAmerica network. If a Client has requested a particular location for the work, Eurofins TestAmerica will inform the Client when operational constraints require the work to be performed at another Eurofins TestAmerica location. In addition, Eurofins TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins TestAmerica will in no way be liable for any subcontracted services (outside the Eurofins TestAmerica network) except for work performed at laboratories which have been audited and approved by Eurofins TestAmerica.

5.5 Eurofins TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. Eurofins TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within Eurofins TestAmerica's permitted capability or the capabilities of Eurofins TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, Eurofins TestAmerica agrees to retain all records for five (5) years.

5.7 If Eurofins TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse Eurofins TestAmerica for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at Eurofins TestAmerica's current published rates.

## 6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, Eurofins TestAmerica shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Eurofins TestAmerica's employees who are engaged in the performance of the work. Eurofins TestAmerica shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), Professional Liability Insurance (limit of \$5,000,000 per claim/ aggregate and Pollution Liability insurance (limit of \$5,000,000 per claim/aggregate).

## 7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Eurofins TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and Eurofins TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where Eurofins TestAmerica's services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

**Attachment MFR-11b**



TETRA TECH INCORPORATED  
45610 WOODLAND ROAD SUITE 400  
STERLING VA 20166

Your number with us  
210C44315

Please deliver to:  
Various Plants  
FirstEnergy Service Company  
44309

### Purchase Order

PO number/date  
55130588 / 04/26/2021  
Contact person/Telephone  
Susan Shelton/330-384-3801  
Contact person Email  
skshelton  
@firstenergycorp.com

Valid from: 04/01/2021  
Valid to : 03/31/2022

Freight Charges & FOB Terms: No freight, FOB destination  
Terms of payt.: within 10 days 2 % cash discount  
within 45 days Due net

Currency USD

"Purchaser" is FirstEnergy Service Company on its own behalf and on behalf of its affiliates. The ship-to address may name either the Purchaser as named above and/or a subsidiary or affiliate company of the Purchaser. If more than one company is identified as the purchaser, the liability of each company named shall be several and not joint and shall be limited to such company's interest as identified therein.

If a proposal/quote is attached or referenced in a purchase order, any terms or conditions contained within the proposal/quote shall be considered additional and material terms and conditions and are hereby objected to and rejected.

Supplier shall comply with all requirements of FirstEnergy's Supplier Code of Conduct (located at [www.firstenergycorp.com](http://www.firstenergycorp.com)).

If Supplier engages FirstEnergy (FE) retirees in support of work under this PO, they shall identify these retirees by name to the FE contact person prior to the retiree performing any work under this PO. FE retirees shall not perform work under this PO unless and until receiving written approval from the FE contact person.

Internal Critical Information: 13189170 THIS PO REPLACES 55117699

External Contacts:  
Justeen Leibach  
E-mail: [justeen.leibach@tetrattech.com](mailto:justeen.leibach@tetrattech.com)  
Direct Tel: (406) 437-9866

Main Tel: (406)443-5210

Internal Contacts:

Buyer: Susan K. Shelton  
Phone: 330-384-3801  
E-mail: skshelton@firstenergycorp.com

Project Manager:  
Anna Sullivan, Project Manager  
E-mail: afsullivan@firstenergycorp.com  
Tel: (973) 401-8409  
Fax: (973) 644-4165

Proposal: Request for funding for remediation work from April 1, 2021 to March 31, 2022 at the former Ocean City Manufactured Gas Plant Site, DATED 4/7/2021

Brief Description: Environmental - Ocean City Manufactured Gas Plant Site

Period of Performance: April 1, 2021 to March 31, 2022

Invoicing:

Questions about invoices or payments or electronic payment/presentation may be directed to the Accounts Payable Help Desk at [aphelp@firstenergycorp.com](mailto:aphelp@firstenergycorp.com).

Please submit or view invoices electronically at the FirstEnergy Supplier Portal: [vendorportal.firstenergycorp.com](http://vendorportal.firstenergycorp.com)

Invoices must include pricing detail and must show the Purchase Order number, respective Purchase Order line item number, the transaction date, price data, taxpayer identification number, and the name of the FirstEnergy representative receiving the material or service. Each invoice must be sufficiently detailed to give the reviewer an accurate assessment of all the work performed by contractor.

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Item	FE Material No. Order qty.	Unit	Price per unit	Net value
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00001

LSRP Services

Jeff Hosterman, a PG and NJDEP LSRP, will continue to provide oversight services on this project. His anticipated level-of-effort between 4/1/2021 to 3/31/2022 includes:

- Review and comment on groundwater remediation progress reports: 16 hours.
- O&M support including 1 site visit.: 12 hours plus \$150 travel expenses.
- General correspondence with JCP&L and Tetra Tech project team to ensure compliance with NJDEP regulations and deliverable timeframes: 12 hours (1 hour per month for 12 months).

Estimate includes 40 hours at \$180/hour and \$150 expenses total Labor and Other Costs of \$7,350.00

Total line item #1: \$7,350.00

Item	FE Material No. Order qty.	Unit	Price per unit	Net value
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00002

Additional Groundwater Treatment System OM&M from April 1, 2021 to 3/31/2022

Tetra Tech's estimated level of effort (LOE) and costs for the next year of remediation system OM&M activities are based on costs incurred during this past year and total \$257,017.46. Work cost components will include weekly operator visits, project management and reporting, an estimated six media changeouts, disposal of bag filters and other materials, routine and non-routine maintenance of pumps and other equipment, lab chemical analysis, field equipment rental, permit reporting, and other direct costs (e.g., travel, meals, and shipping). Estimated costs are summarized in the table below.

Estimated Costs for System Operation - April 1, 2021 to March 31, 2022

Item	# Units	Rate	Cost Estimate
Belssi Chang	40.00	\$ 148.00	\$5,920.00
Robert Cohen	50.00	\$ 218.00	\$10,900.00
Justin Cooper	180.00	\$ 127.00	\$22,860.00
Peter Rich	128.00	\$ 235.00	\$30,080.00
S&S Technologies			\$105,000.00
Rain for Rent			\$16,163.83
Carbon Filtration			\$51,000.00
FedEx			\$143.63
Eurofins Lab			\$8,000.00
Vehicle Rental			\$800.00
Field Supplies & Equip Rental			\$3,000.00
Lodging			\$1,000.00
Meals			\$250.00
Mileage			\$1,000.00
Incidental Travel			\$900.00

Total line item #2: \$ 257,017.46

Item	FE Material No. Order qty.	Unit	Price per unit	Net value
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00003

Groundwater / Bay Water Performance Monitoring

Estimated LOE and costs for the next year of remediation system performance monitoring are based on costs incurred during this past year and total \$93,021.80 as shown in the table below. Work cost components will include quarterly sampling of approximately 40 wells for

VOC analysis, hydraulic head monitoring/analysis, system operation monitoring/analysis, one bay water monitoring event, and preparation of two semi-annual groundwater remediation progress reports.

Tetra Tech will prepare draft and final Remedial Action Progress Reports for periods ending in March 2021 and September of 2021 for the combined active and MNA groundwater remediation activities. The reports will include an introduction (site location and background information, overview of groundwater remedy, and overall remedy status), a summary of remedial actions taken, water-level monitoring data and interpretation, operational data and monitoring results (operating hours and downtime, groundwater extraction rates, groundwater analyses and interpretation, and operational issues), long-term monitoring results, and proposed changes to the remediation program. Figures will include a site location map, layout map of remedy components, hydraulic head contour and capture zone maps, and contaminant concentration maps. Tables will present groundwater extraction rates by well and system with time, results of hydraulic head measurements, results of groundwater sample analyses, and discharge permit data. Appendices will include chain of custody and field sampling forms, laboratory data packages, and discharge permit reports.

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	154.00	84.00	\$12,936.00
Justin Cooper	132.00	127.00	\$16,764.00
Robert Cohen	180.00	218.00	\$39,240.00
Vehicle Rental			\$ 1,516.62
Boat Rental			\$ 423.00
Meals			\$ 619.80
Lodging			\$ 2,179.31
Eurofins Lab			\$ 7,664.40
Incidental Travel			\$ 945.81
Field Supplies			\$ 1,609.49
Field Equipment Rental			\$ 926.33
Field Equipment Consumable/Permanent			\$ 8,197.04
Total Labor and Other Costs			\$93,021.80

NAPL Recovery Work, Soil Remedial Action Report, and Miscellaneous Project Management Work

Tetra Tech will prepare and implement a workplan to enhance removal of NAPL that accumulates in extraction well EW-11, select shallow extraction wells, and monitoring well MW-10b. Tetra Tech estimates that NAPL will be recovered using an inertial lift pump, peristaltic pump, and/or a manual suction pump on 12 days between April 1, 2021 and March 31, 2022. Accumulated NAPL will be contained onsite in a 55-gallon drum. Tetra Tech will revise the Soil Remedial Action Report (RAR) that was submitted to First Energy on March 4, 2021. Anticipated revisions include modifications to the deed notices associated with this report, including preparation of new exhibits, and other report edits.

Tetra Tech will perform miscellaneous project management tasks at the request of First Energy to respond to out-of-scope contingency tasks, which may include permit support, miscellaneous consulting, etc.

The proposed budget for these tasks totals \$30,640.00 as presented in the table below.

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	60.00	84.00	\$ 5,040.00
Justin Cooper	60.00	127.00	\$ 7,620.00
Robert Cohen	60.00	218.00	\$ 13,080.00
Vehicle Rental			\$ 1,200.00
Meals			\$ 500.00



Field Supplies/Rentals	\$ 3,000.00
Misc. ODCs	\$ 200.00
Total Labor and Other Costs	\$ 30,640.00

#### Monitoring Well Installation

Working with ECDI (drilling subcontractor), Tetra Tech will install an intermediate depth monitoring well in a parking space on the west side of Bay Avenue between 11th and 12th Streets. Alternatively, this well may be installed on private property in the public right-of-way west of Bay Avenue. Tetra Tech will provide traffic control and coordinate with a surveyor to get this well and other wells that were recently drilled surveyed. The proposed budget for these efforts totals \$14,590.00 as presented in the table below.

Item	Hours	\$/Hour	Cost Estimate
Justin Cooper	20.00	127.00	\$ 2,540.00
Robert Cohen	10.00	218.00	\$ 2,180.00
ECDI Drilling Cost			\$ 7,500.00
Survey cost (~6 wells)			\$ 1,000.00
Vehicle Rental			\$ 250.00
Meals			\$ 120.00
Permit fees, other misc. ODCs			\$ 1,000.00
Total Labor and Other Costs			\$ 14,590.00

Total line item #3: \$138,251.80

#### NEW JERSEY STATE PREVAILING WAGE LAW

Generally, pursuant to New Jersey state law, any construction, reconstruction, installation, demolition, restoration, and alternation of facilities is subject to the New Jersey State Prevailing Wage Law as set forth in N.J.S.A. 34:11 - 56.25 et seq. Excluded from this are operational work, including flaggers, snow plowing, vegetation management in and around rights of way, mark cuts, janitorial services, landscaping, leak surveyors, meter work, and miscellaneous repairs. Contractors performing work for JCP&L that is subject to the New Jersey State Prevailing Wage Law must pay in accordance with the appropriate prevailing wage requirements.

The appropriate prevailing wage rates can be obtained from:

<https://www.nj.gov/labor/wagehour/content/prevwageapplication.html>, and may be viewed at [https://www.nj.gov/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html). For more information generally, see the state of New Jersey website for the Department of Labor and Workplace Development.

Note, all contractors wishing to perform work on such projects must only employ individuals who have successfully completed all relevant OSHA-certified training.

#### SALES TAX

Taxes, if any, shall be shown separately on any bids or invoices sent to Purchaser. Direct Payment Permit Numbers authorizing purchase of tangible personal property without payment of the tax at the time of purchase, have been issued by various states to Purchaser. The Direct Payment Permit Numbers/Sales Tax Exemptions by state are as follows:

Maryland

The Potomac Edison Company - Direct Pay Permit issued by unnumbered Allegheny Energy Supply Company - Sales Tax Exemption Certificate is available upon request In Maryland, Sales and Use Tax Regulations 03.06.01.32-2 and 03.06.01.19.C.(3) provide for tax-exempt purchase of materials used in a production activity by contractors performing real property construction, improvements, alterations and repairs. In order to qualify for tax exemption, the property must be used directly and predominantly in the production activity of generating electricity for sale. Contract bids should be submitted accordingly. The successful bidder will be issued a Maryland Sales and Use Tax Exemption Certificate upon request to permit tax-exempt purchase of qualifying materials.

Michigan

Sales Tax Exemption Certificate is available upon request.

New Jersey

Jersey Central Power & Light Company - 00118

Ohio

American Transmission Systems, Inc. - 98-002721  
FirstEnergy Generation, LLC - 98-002723  
FirstEnergy Nuclear Operating Company - 98-002722  
Ohio Edison Company - 98-001123  
The Cleveland Electric Illuminating Company - 98-000312  
The Toledo Edison Company - 98-001495

In Ohio, Direct Payment Permits do not apply to construction contracts under which the contractor is considered to be the consumer and liable for the tax on materials incorporated into a structure or improvement as provided in Section 5739.01 (B) Ohio Revised Code.

Pennsylvania

FirstEnergy Generation, LLC - 00398  
FirstEnergy Nuclear Operating Company - 00399  
Metropolitan Edison Company - 00135  
Pennsylvania Electric Company - 00127  
Pennsylvania Power Company - 00128  
West Penn Power Company - 00290  
Allegheny Energy Supply Company - Sales Tax Exemption Certificate is available upon request  
Trans-Allegheny Interstate Line Company - Sales Tax Exemption Certificate is available upon request

Pennsylvania Direct Payment Permits do not apply to construction contracts under which a contractor is considered to be the consumer and liable for the tax on materials incorporated into the property of Pennsylvania companies. Pennsylvania Sales and Use Tax Regulations Sections 31.11 through 31.16 provide for tax-exempt purchase of materials by a contractor for those materials that will be incorporated into and become a part of the property of Pennsylvania companies. In order to qualify, the property must be directly used in the rendition of the Public Utility Service. Contract bids should be submitted accordingly. The successful bidder will be issued a properly executed "Certification" form upon request to permit tax-exempt purchase of qualifying materials.

Pennsylvania Withholding Tax: If applicable, in accordance with Pennsylvania law, payments of Pennsylvania source non-employee compensation, business income, or real estate lease to non-PA resident individual, single member LLC, or disregarded entity that has a non-PA resident member, reported/reportable on 1099-MISC will be subject to Pennsylvania state income tax. Purchaser will withhold a portion of payments made to Supplier for qualifying PA 1099-MISC tax payments, unless an exemption applies and a PA 1099-MISC Withholding Exemption Certificate Form REV-1832 is provided.

West Virginia  
Allegheny Energy Supply Company - 94-2-002482  
Monongahela Power Company - 91-1-024150  
PATH Allegheny Transmission Company - L-2000193792  
The Potomac Edison Company - 91-1-086241  
Trans-Allegheny Interstate Line Company - L-1375690752  
West Penn Power Company - 91-1-064620

In West Virginia, Direct Payment Permits will apply to contractors performing construction contracting services. West Virginia Sales and Use Tax Regulation Section 11-15-9-(b)(2), and Administrative Notice 2011-24, provide for tax exemption for services, machinery, supplies and materials directly used or consumed in the activities of generation/production/selling of electric power, provision of a public utility service, operation of a utility service/utility business or transmission of electricity by wires. Contract bids should be submitted accordingly. The successful bidder will be issued a WV Contractor Tax Exemption Instructions form upon request for items qualifying for tax exemption.

When Direct Payment Permits apply, Purchaser agrees to maintain adequate records of all purchases and pay tax on the taxable items directly to the Treasurer of each respective State.

Questions concerning sales tax may be directed to: (330) 761-7709.

#### Work Performed

All work shall be performed in accordance with the following:

GENERAL TERMS AND CONDITIONS BETWEEN THE FIRSTENERGY SERVICE COMPANY AND TETRA TECH, INC. FOR PURCHASE OF PROFESSIONAL OR CONSULTING SERVICES dated 04-01-2021

FirstEnergy Corp. and its subsidiaries and affiliates shall be included by Consultant/Supplier/Contractor (whichever is applicable) as an additional insured to the Policies for the portion of any losses resulting from, or related to, the Consultant's/Supplier's/Contractor's (whichever is applicable) sole or concurrent negligence. The Policies shall provide primary and non-contributory coverage in relation to any insurance Purchaser carries for the same losses and include a separation of insured's provisions. The limits of liability specified for the required insurance coverage herein are the minimum limits of liability that must be carried by Consultant/Supplier/Contractor (whichever is applicable). The limits of insurance required in the Article for "INSURANCE" herein will in no way be deemed to limit any liabilities or obligations assumed by Consultant/Supplier/Contractor (whichever is applicable) hereunder or under applicable law, except as provided by statute. A copy of the endorsement adding FirstEnergy Corp. and its subsidiaries and its affiliates as an additional insured (blanket endorsement is acceptable) shall be attached to the certificate of insurance providing general liability coverage.

The revised FEU / FET Contractor Safety Requirements dated 8.21.2018 are contractual requirements for all Contractors, Suppliers and Consultants that perform Work on FirstEnergy's property and are incorporated into the Purchase Order by reference herein. These safety requirements shall be considered minimum expectations applied to all Work performed on all FirstEnergy properties. All Contractors, Suppliers and Consultants are

required to ensure that they and their respective employees, subcontractors, suppliers, vendors, and visitors, comply with the provisions of these safety requirements in addition to all applicable local, state and federal laws, rules and regulations. The requirements can be viewed here: [www.firstenergycorp.com/contractor-safety-requirements](http://www.firstenergycorp.com/contractor-safety-requirements)

Name: RBAD Date: 4/27/21

Supplier or Contractor to execute this order and return a copy to the appropriate address below:

The Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted by facsimile shall be considered original signatures.

FirstEnergy Service Company (A-GO-10)  
76 S. Main Street  
Akron, Ohio 44308

Supplier or Contractor to retain a copy for Supplier's/Contractor's records.

Supplier or Contractor acknowledges receipt of and agreement to this writing and the terms contained herein and in the attached terms and conditions.

Name: RBAD Date: 4/27/21  
(Authorized Supplier/Contractor Signature)

(Print) Name: Peter Rich Title: VP

Name: Susan K. Shelton 4/26/2021  
(Authorized Purchasing Representative Signature)

(Print) Name: Susan K. Shelton Title: Supply Chain Specialist V

**Memorandum**

**To:** Susan Shelton  
**From:** Anna Sullivan  
**Date:** April 7, 2021  
**Subject:** Request to Establish New Purchase Order  
 Tetra Tech  
 Ocean City Former MGP Site

Attached is a Supply Chain Requisition to establish a new Purchase Order for funding for Tetra Tech to continue to provide engineering and environmental services at the Ocean City former MGP site. The Purchase Order will establish funding of \$402,619.26 for Tetra Tech to continue ongoing remediation, monitoring, and reporting activities as well as Licensed Site Remediation Professional (LSRP) Services. The tasks for which this Purchase Order is being established are summarized in the table and subsections below.

<b>Task</b>	<b>Cost</b>
Groundwater Treatment System OM&M through 3/31/2022	\$257,017.46
Groundwater / Bay Water Performance Monitoring	\$93,021.80
NAPL Recovery, Soil RAR and misc. tasks	\$30,640.00
Monitoring Well Installation and Survey work	\$14,590.00
LSRP Services	\$7,350.00
<b>Total</b>	<b>\$402,619.26</b>

**Additional Groundwater Treatment System OM&M from April 1, 2021 to 3/31/2022**

Tetra Tech’s estimated level of effort (LOE) and costs for the next year of remediation system OM&M activities are based on costs incurred during this past year and total \$257,017.46. Work cost components will include weekly operator visits, project management and reporting, an estimated six media changeouts, disposal of bag filters and other materials, routine and non-routine maintenance of pumps and other equipment, lab chemical analysis, field equipment rental, permit reporting, and other direct costs (e.g., travel, meals, and shipping). Estimated costs are summarized in Table 1 of Tetra Tech’s funding request dated April 7, 2021.

**Groundwater / Bay Water Performance Monitoring**

Estimated LOE and costs for the next year of remediation system performance monitoring are based on costs incurred during this past year and total \$93,021.80 as shown in Table 2 of Tetra Tech’s funding request dated April 7, 2021. Work cost components will include quarterly sampling of approximately 40 wells for VOC analysis, hydraulic head monitoring/analysis, system operation monitoring/analysis, one bay water monitoring event, and preparation of two semi-annual groundwater remediation progress reports.

Tetra Tech will prepare draft and final Remedial Action Progress Reports for periods ending in March 2021 and September of 2021 for the combined active and MNA groundwater remediation activities. The reports will include an introduction (site location and background information, overview of groundwater remedy, and overall remedy status), a summary of remedial actions taken, water-level monitoring data and interpretation, operational data and monitoring results (operating hours and downtime, groundwater extraction rates, groundwater analyses and interpretation, and operational issues), long-term monitoring results, and proposed changes to the remediation program. Figures will include a site location map, layout map of remedy components, hydraulic head contour and capture zone maps, and contaminant concentration maps. Tables will present groundwater extraction rates by well and system with time, results of hydraulic head measurements, results of groundwater sample analyses, and discharge permit data. Appendices will include chain of custody and field sampling forms, laboratory data packages, and discharge permit reports.

### **NAPL Recovery Work, Soil Remedial Action Report, and Miscellaneous Project Management Work**

Tetra Tech will prepare and implement a workplan to enhance removal of NAPL that accumulates in extraction well EW-11, select shallow extraction wells, and monitoring well MW-10b. We estimate that NAPL will be recovered using an inertial lift pump, peristaltic pump, and/or a manual suction pump on 12 days between April 1, 2021 and March 31, 2022. Accumulated NAPL will be contained onsite in a 55-gallon drum.

Tetra Tech will revise the Soil Remedial Action Report (RAR) that was submitted to First Energy on March 4, 2021. Anticipated revisions include modifications to the deed notices associated with this report, including preparation of new exhibits, and other report edits.

Tetra Tech will perform miscellaneous project management tasks at the request of First Energy to respond to out-of-scope contingency tasks, which may include permit support, miscellaneous consulting, etc.

The proposed budget for these tasks totals \$30,640.00 as presented in Table 3 of Tetra Tech's April 7, 2021 funding request.

### **Monitoring Well Installation**

Working with ECDI (drilling subcontractor), Tetra Tech will install an intermediate depth monitoring well in a parking space on the west side of Bay Avenue between 11<sup>th</sup> and 12<sup>th</sup> Streets. Alternatively, this well may be installed on private property in the public right-of-way west of Bay Avenue. Tetra Tech will provide traffic control and coordinate with a surveyor to get this well and other wells that were recently drilled surveyed. The proposed budget for these efforts totals \$14,590.00 as presented in Table 5 of Tetra Tech's April 7, 2021 funding request.

### **LSRP Services**

Jeff Hosterman, a PG and NJDEP LSRP, will continue to provide oversight services on this project. His anticipated level-of-effort between 4/1/2021 to 3/31/2022 includes:

- Review and comment on groundwater remediation progress reports: 16 hours.

- O&M support including 1 site visit.: 12 hours plus \$150 travel expenses.
- General correspondence with JCP&L and Tetra Tech project team to ensure compliance with NJDEP regulations and deliverable timeframes: 12 hours (1 hour per month for 12 months).

The estimated cost for this task totals \$7,350.00 as presented in Table 6 of Tetra Tech's April 7, 2021 funding request.

A description of the level of effort and costs for the tasks summarized above is provided in Tetra Tech's letter dated April 7, 2021, a copy of which is attached. Anticipated costs for these tasks total \$402,619.26

The supporting documentation provided by Tetra Tech has been evaluated and Environmental Affairs finds the costs for these activities to be justified and reasonable. Please establish a new Purchase Order and establish Line Item 1 – "LSRP Services" with a budget of \$7,350.00, Line Item 2 – "GWTS OM&M" with a budget of \$257,017.46 and Line Item 3 – Monitoring and Reporting with a budget of \$138,251.80. Please establish the period of performance through March 31, 2022 and ensure payment terms of the Purchase Order are net 45 days.

If you have any questions concerning this matter, please contact me at 200-8409 or Frank Lawson at 200-8309.

Thank you for your continued assistance.

**SUPPLY CHAIN REQUISITION**

FORM X-3005 (04-03) PAGE 1 OF 2



TRACKING NO.		DATE April 7, 2021		TOTAL ESTIMATED COST \$ 402,619.26		P.O. NO.		<input type="checkbox"/> CONFIRMING		REQUISITION NO. 0013189170	
NEEDED BY OR SERVICE DATES FROM 4/7/2021 TO 3/31/2022			HIGH RISK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DOCUMENT TYPE (If Known)		DESCRIPTION OF USE Ocean City MGP Site		PRIOR P.O. 55117699		TAX CODE
<b>SUGGESTED VENDORS</b>									<b>SHIP TO (If Other Than Your Usual Location or Plant)</b>		
Tetra Tech Inc				Justeen Leibach							
825 W. Custer Ave.				Direct Tel: (406) 437-9866 Main (406) 443-5210							
Helena, MT 59601				E-mail justeen.leibach@tetrattech.com				GOODS RECIPIENT Ocean City MGP Site			
ITEM NO.	ITEM CAT. (If Known)	ACCOUNT CAT. (If Known)	MATERIAL / SERVICE MASTER NO.	QUALITY INDICATOR	DESCRIPTION / SCOPE OF WORK	QTY.	UNIT OF MEAS.	DELIVERY DATE	NET PRICE (Funding Llimit)	MATERIAL GROUP (If Known)	PLANT (If Known)
					Establish a new Purchase Order with Tetra Tech for						
					remediation activities at the Ocean City MGP Site.						
1					Establish Line Item 1 - LSRP Services with a budget of				\$7,350.00		
					\$7,350.00 Line Item 2 - GWTS OM&M with a budget of						
2					\$257,017.46, Line Item 3 - Monitoring & Reporting with a				\$257,017.46		
3					budget of \$138,251.80 as requested in Tetra Tech's				\$138,251.80		
					funding request dated April 7, 2021, copy attached.						
COMPILED BY (Print Name) Anna Sullivan/Frank Lawson					EMPLOYEE NO. C29632 / 297			PHONE NO. 200 8409 / 200 8309			
SIGNATURE <i>Anna Sullivan</i>							DATE				
TECHNICAL REPRESENTATIVE Anna Sullivan											
ITEM NO.	GENERAL LEDGER NO. (Cost Element)		COST CENTER NO.		ORDER NO. OR MAINTENANCE WORK ORDER (MWO)		WBS ELEMENT NO.				
1	550300				3001026						
2	550300				3001026						
3	550300				3001026						
MATERIALS AND SERVICES APPROVAL							DATE				





April 7, 2021

Ms. Anna Sullivan, Project Manager  
Jersey Central Power & Light Company (JCP&L)  
300 Madison Avenue  
Morristown, N.J. 07962-1911

RE: Request for funding for remediation work from April 1, 2021 to March 31, 2022  
at the former Ocean City Manufactured Gas Plant Site

Dear Anna:

The remaining budget on March 31, 2021 for Tetra Tech Project No. 117-2804014 “Remediation Design and Related Services”, which was funded by First Energy Corporation PO# 55117699, Line Item #00005, through Change Order #16, will be approximately \$40,000 out of the total budget amount of \$957,627.95.

In this request for additional funding, we identify the estimated level-of-effort (LOE) and costs for Tetra Tech and its partners (subcontractors and suppliers) to continue Groundwater Remediation System OM&M, performance monitoring, reporting, and project management activities from April 1, 2021 to March 31, 2022.

Planned ongoing and new remediation activities and estimated budgets identified for a new purchase order are described herein.

**Tetra Tech Task 1 – Groundwater Treatment System OM&M to 3/31/2022**

Estimated LOE and costs for the next year of remediation system OM&M activities are based on costs incurred during this past year and are shown in **Table 1**. Work cost components will include weekly operator visits, project management and reporting, an estimated six media changeouts, disposal of bag filters and other materials, routine and non-routine maintenance of pumps and other equipment, lab chemical analysis, field equipment rental, permit reporting, and other direct costs (e.g., travel, meals, and shipping).

**Table 1. Estimated Costs for System Operation – April 1, 2021 to April 1, 2022.**

Item	# Units	Rate	Cost Estimate
Belssi Chang	40.00	\$ 148.00	\$ 5,920.00
Robert Cohen	50.00	\$ 218.00	\$ 10,900.00
Justin Cooper	180.00	\$ 127.00	\$ 22,860.00
Peter Rich	128.00	\$ 235.00	\$ 30,080.00
S&S Technologies			\$ 105,000.00
Rain for Rent			\$ 16,163.83
Carbon Filtration			\$ 51,000.00
FedEx			\$ 143.63
Eurofins Lab			\$ 8,000.00
Vehicle Rental			\$ 800.00
Field Supplies & Equip Rental			\$ 3,000.00



Lodging			\$	1,000.00
Meals			\$	250.00
Mileage			\$	1,000.00
Incidental Travel			\$	900.00
<b>Total Labor &amp; Other Costs</b>			<b>\$</b>	<b>257,017.46</b>

**Tetra Tech Task 2 – Groundwater Remediation Performance Monitoring Work**

Estimated LOE and costs for the next year of remediation system performance monitoring are based on costs incurred during this past year and are shown in **Table 2**. Work cost components will include quarterly sampling of approximately 40 wells for VOC analysis, hydraulic head monitoring/analysis, system operation monitoring/analysis, one bay water monitoring event, and preparation of two semi-annual groundwater remediation progress reports.

**Table 2. Estimated performance monitoring costs.**

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	154.00	\$ 84.00	\$ 12,936.00
Justin Cooper	132.00	\$ 127.00	\$ 16,764.00
Robert Cohen	180.00	\$ 218.00	\$ 39,240.00
Vehicle Rental			\$ 1,516.62
Boat Rental			\$ 423.00
Meals			\$ 619.80
Lodging			\$ 2,179.31
Eurofins Lab			\$ 7,664.40
Incidental Travel			\$ 945.81
Field Supplies			\$ 1,609.49
Field Equipment Rental			\$ 926.33
Field Equipment Consumable/Permanent			\$ 8,197.04
<b>Total Labor and Other Costs</b>			<b>\$ 93,021.80</b>

**Tetra Tech Task 3 – Additional NAPL Recovery Work, Soil Remedial Action Report Work, and Miscellaneous Project Management Work**

Tetra Tech will prepare and implement a workplan to enhance removal of NAPL that accumulates in extraction well EW-11, select shallow extraction wells, and monitoring well MW-10b. We estimate that NAPL will be recovered using an inertial lift pump, peristaltic pump, and/or a manual suction pump on 12 days between April 1, 2021 and March 31, 2022. Accumulated NAPL will be contained onsite in a 55-gallon drum.

Tetra Tech will revise the Soil Remedial Action Report that was submitted to First Energy on March 4, 2021. Anticipated revisions include modifications to the deed notices associated with this report, including preparation of new exhibits, and other report edits.



Tetra Tech will perform miscellaneous project management tasks at the request of First Energy to respond to out-of-scope contingency tasks, which may include permit support, miscellaneous consulting, etc.

The proposed budget for these tasks is shown below.

**Table 3. Estimated costs for NAPL recovery, soil RAR completion, and miscellaneous tasks.**

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	60.00	\$ 84.00	\$ 5,040.00
Justin Cooper	60.00	\$ 127.00	\$ 7,620.00
Robert Cohen	60.00	\$ 218.00	\$ 13,080.00
Vehicle Rental			\$ 1,200.00
Meals			\$ 500.00
Field Supplies/Rentals			\$ 3,000.00
Misc. ODCs			\$ 200.00
<b>Total Labor and Other Costs</b>			<b>\$ 30,640.00</b>

**Tetra Tech Task 4 – Groundwater Remedial Action Permit Work**

Tetra Tech believes that a Restricted Use Response Action Outcome (RAO) is appropriate for the Site. Cleanup to standards is technically impracticable (TI). TI is due to the inability to excavate soils below the active electrical power substation that are contaminated with residual product as well as the consequences of contaminant phase-partitioning, geologic heterogeneity, diffusion, and other factors within the zone of contaminated groundwater.

The groundwater remediation strategy implemented at the Site involves (1) active groundwater remediation using pump-and-treat to contain onsite groundwater contamination and (2) monitored natural attenuation (MNA) to demonstrate, as indicated by the remedial investigation, (a) continued lack of exposure to downgradient contaminants (primarily benzene) that migrate via the intermediate-depth groundwater zone to the bay and (b) lack of deleterious impacts to the bay environment. Because the groundwater remedial action involves splitting the plume with the onsite portion being contained using pump-and-treat and the downgradient portion managed by natural attenuation, separate Ground Water Remedial Action Permits will need to be obtained for both the containment remedy and the MNA remedy.

NJDEP (10/19/2017) provides guidance related to the timing and requirements associated with obtaining Ground Water Remedial Action Permits for active and MNA remedies. **Table 4** shows components of requisite groundwater remedial action permit application work and their existing and proposed funding under Tetra Tech’s contract with First Energy Corporation.

**Table 4. Groundwater remedial action tasks and funding.**

<b>Task/Activity</b>	<b>Funding Status</b>
Circa Fall 2020, working with the LSRP, Tetra Tech will prepare and submit an <i>Extension of Remedial Timeframe Form</i> to request extension of the remedial action regulatory deadline from May 6, 2021 to February 6, 2023.	Completed. In review by First Energy Corporation.
Circa Fall 2020, Tetra Tech and subcontractors will repair flushmount protective covers on approximately 30 monitoring wells, reconstruct six monitoring wells, and install two new monitoring wells.	Expected to be completed using existing funds under TT Task 8 by March 2021.
Tetra Tech and subcontractors will operate, maintain, and monitor the active groundwater remediation system through March 1, 2022.	To be funded under Tasks 1 and 2 described above.
Tetra Tech will conduct remedy performance monitoring of groundwater quality (four quarterly surveys), bay water quality (Summer 2021), and pump-and-treat system hydraulic containment through March 2022.	To be funded under Task 2 described above.
Tetra Tech will prepare Groundwater Remedial Action Progress Reports in about April 2021 and October 2022.	To be funded under Task 2 described above.
Tetra Tech will prepare the combined <i>Groundwater Remedial Action Report</i> for the active pump-and-treat remediation system and for offsite, downgradient Monitored Natural Attenuation. This will include preparing and submitting (as needed) an updated Receptor Evaluation Form, an updated Case Inventory Document (CID) spreadsheet, and Electronic Data Submittals (EDDs).	Work to be conducted between June 2022 and February 6, 2023 and funded by a future authorization.

#### **4.1 Groundwater Remedial Action Progress Reporting**

Tetra Tech will prepare draft and final Remedial Action Progress Reports for periods ending in March 2021 and September of 2021 for the combined active and MNA groundwater remediation activities. The reports will include an introduction (site location and background information, overview of groundwater remedy, and overall remedy status), a summary of remedial actions taken, water-level monitoring data and interpretation, operational data and monitoring results (operating hours and downtime, groundwater extraction rates, groundwater analyses and interpretation, and operational issues), long-term monitoring results, and proposed changes to the remediation program. Figures will include a site location map, layout map of remedy components, hydraulic head contour and capture zone maps, and contaminant concentration maps. Tables will present groundwater extraction rates by well and system with time, results of hydraulic head measurements, results of groundwater sample analyses, and discharge permit data. Appendices will include chain of custody and field sampling forms, laboratory data packages, and discharge permit reports.

#### **4.2 Groundwater Remedial Action Reports**

Tetra Tech will prepare and submit draft and final Groundwater Remedial Action Reports to demonstrate that groundwater contamination has been delineated, onsite groundwater is being



contained hydraulically, and that institutional controls and MNA address potential contaminant exposure in the restricted areas. Sections of the groundwater RAR will include and conform to the requirements of N.J.A.C. 7:26 Technical Requirements for Site Remediation, Section 7:26E-5.7, which are listed in Task 6.3. **This work will be primarily conducted in 2022 and is not covered by this request for additional funding.**

### 4.3 Ground Water Remedial Action Permit Application Work

Tetra Tech (2016) delineated the horizontal and vertical extent of groundwater contamination and identified a Classification Exception Area / Well Restriction Area (CEA/WRA). Tetra Tech will prepare Active and MNA Ground Water Remedial Action Permit forms including (as needed) an updated Receptor Evaluation Form, a Case Inventory Document (CID) spreadsheet, and Electronic Data Submittals (EDDs). a minimum of eight (8) rounds of groundwater samples should be collected to demonstrate a decreasing trend of contaminant concentrations. **This work will be primarily conducted in 2022 and is not covered by this request for additional funding.**

### Tetra Tech Task 5 – Monitoring Well Installation

Working with ECDI (our drilling subcontractor), Tetra Tech will install an intermediate depth monitoring well in a parking space on the west side of Bay Avenue between 11<sup>th</sup> and 12<sup>th</sup> Streets. Alternatively, this well may be installed on private property in the public right-of-way west of Bay Avenue. Tetra Tech will provide traffic control and coordinate with a surveyor to get this well and other wells that were recently drilled surveyed.

**Table 5. Estimated for monitoring well installation and surveying.**

Item	Hours	\$/Hour	Cost Estimate
Justin Cooper	20.00	\$ 127.00	\$ 2,540.00
Robert Cohen	10.00	\$ 218.00	\$ 2,180.00
ECDI Drilling Cost			\$ 7,500.00
Survey cost (~6 wells)			\$ 1,000.00
Vehicle Rental			\$ 250.00
Meals			\$ 120.00
Permit fees, other misc. ODCs			\$ 1,000.00
<b>Total Labor and Other Costs</b>			<b>\$ 14,590.00</b>

### Tetra Tech Task 6 – LSRP Services

Jeff Hosterman, a PG and NJDEP LSRP, will continue to provide oversight services on this project. His anticipated level-of-effort between 4/1/2021 to 3/31/2022 includes:

- Review and comment on groundwater remediation progress reports: 16 hours.
- O&M support including 1 site visit.: 12 hours plus \$150 travel expenses.



- General correspondence with JCP&L and Tt project team to ensure compliance with NJDEP regulations and deliverable timeframes: 12 hours (1 hour per month for 12 months).

**Table 6. Estimated for monitoring well installation and surveying.**

Item	Hours	\$/Hour	Cost Estimate
Jeffrey Hosterman	40.00	\$ 180.00	\$ 7,200.00
Site visit travel expenses			\$ 150.00
<b>Total Labor and Other Costs</b>			<b>\$ 7,350.00</b>

**Cost Estimate Summary**

Total estimated costs by task are provided in Table 7 below.

**Table 7. Total of estimated costs for work to be conducted 4/1/2021 to 3/31/2022.**

Task	Cost
Task 1 – Groundwater treatment system OM&M	\$ 257,017.46
Task 2 – Groundwater / bay water performance monitoring	\$ 93,021.80
Task 3 – NAPL recovery, soil RAR, and miscellaneous tasks	\$ 30,640.00
Task 4 – Groundwater remedial action permit work (starts later)	\$ 0.00
Task 5 – Monitoring well installation and survey work	\$ 14,590.00
Task 6 – LSRP Services	\$ 7,350.00
<b>Total</b>	<b>\$ 402,619.26</b>

We understand that additional work will be performed on a Time-and-Materials basis in accord with a new contract with FirstEnergy Corporation.

Please do not hesitate to contact me if you have any questions and need any additional information regarding the scope of work and/or costs presented herein. As always, we appreciate the opportunity to provide technical assistance to JCP&L and FirstEnergy Corporation.

Sincerely,

Robert M. Cohen, P.G.  
Principal Hydrogeologist  
Certified Professional Geologist



Supply Chain

Non-Competitive (Single/Sole Source) Justification

**FirstEnergy utilizes competitive bidding as the preferred method of sourcing materials, equipment, and services. Supply Chain has established procedures and processes to define allowed exceptions, per the Supply Chain Procurement Policy SC-P-SRC-001 and Business Practice #6.3 Procurement. In those instances, for purchases greater than or equal to \$50,000, the Single/Sole Source form is required to provide internal justification for the non-competitive purchase.**

Created By: Sullivan, Anna F (Lawson, Frank D)  
 Draft By: On: Reason:  
 Buyer Approval Pending By: On: Reason:  
 Request Number: A29979

Requisitioner	<input type="checkbox"/> Sullivan, Anna F (Lawson, Frank D)	* Ext.	973-401-8409
		* Location	Environmental Remediation
		Department	Environmental Remediation
* Date Created	4/7/2021	Required Date (If known)	4/7/2021
* SAP Requisition No.	0013189170	* Estimated Value	\$402,619.26
* Requested Supplier	Tetra Tech	Secondary Approver	<input checked="" type="checkbox"/> Frederick, Dave
* Approver	<input type="checkbox"/> Lawson, Frank D	Third Approver	
Buyer	<input type="checkbox"/> Shelton, Susan K.	Source	Single

\* Fields that are required.

**DEFINITIONS**

**Single Source:** A supplier that is specifically recommended to be utilized, even if other suppliers can provide the same material/service.

**Single Source** requests must be completed by a Business Unit representative.

**Sole Source:** The only approved supplier that can provide the requested material/service.

**Sole Source** requests must be completed by a Business Unit representative.

\* For stock coded items: Supply Chain representatives have limited ability to complete a Single or Sole Source request.

**GUIDELINES FOR PREPARATION OF NON-COMPETITIVE JUSTIFICATION**

1. Each applicable category below must be addressed with pertinent detail provided to support the justification.
2. For purchases above \$10,000,000, additional approvals are required. Please consult the Governance Process for Resource Allocation available on the FirstEnergy Portal and your Vice President Level approver.

Levels of Approval as shown below must be followed:

LEVELS OF APPROVAL		
	PO Value	Approver
Corporate, FOSSIL, FENOC, and Energy Delivery	\$0 - \$49,999	None
	\$50,000 - \$499,999	Manager <b>AND</b> Director Level Approval
	\$500,000 & above	Manager <b>AND</b> Director <b>AND</b> Vice-President <b>OR ABOVE</b> Level Approval

### **Scope of Work**

- Identify the capability and/or capacity of the proposed supplier/contractor that is necessary for the specific effort that makes it clearly the only source that should perform the work, or if applicable, that this is a sole source provider.

Tetra Tech (TT) has been requested to continue remediation activities at the Ocean City Former MGP Site including Operation, Monitoring and Maintenance (OM&M) of the groundwater treatment system that they designed and provided oversight for the installation, system performance monitoring via groundwater and bay water sample collection and analysis, NJDEP reporting and permitting requirements, and LSRP services. TT developed the LSRP-approved Interim Remedial Action Work Plan (IRAWP) and developed the remediation design to address MGP impacts associated with the Ocean City former MGP site in accordance with the New Jersey Department of Environmental Protection (NJDEP) rules and regulations. TT developed the plans and specifications for the remediation work, assisted JCP&L in the procurement of remediation vendors and contractors, and provided engineering oversight during implementation of the remediation at the site. TT has also coordinated and provided construction oversight for the City and its contractor for sewer replacement work within City right-of-way areas adjacent to the site where MGP impacts to the soil and ground water were known to exist. TT is uniquely qualified to continue the remediation system OM&M, performance monitoring, and reporting activities based on its in site-specific and historical knowledge of the project.

### **Prior History**

- Brief statement of previous acquisition of the material/services, if any, and the unique requirements that may perpetuate the arrangement, e.g., special experience, unique compatibility with the material/services already in use, continuation of previous work/effort performed by the proposed supplier/contractor, patent, copyrights, licenses.
- Identify significant program changes, revised schedules, and/or technical requirements which require continued acquisition of the material/services from the recommended firm.

TT has been providing high quality environmental consulting services to JCP&L for the Ocean City former MGP site since 2000. TT completed the work scope to delineate the vertical and horizontal extent of groundwater impacts at and in the vicinity of the site and impacts to the sediments and pore water in the off-site Bay west of the site. TT evaluated remedial technologies to address the identified MGP impacts. TT developed the IRAWP, designed the planned site remediation, developed the plans and specifications for the remediation and performed engineering oversight during implementation of the remediation at the site. Since TT successfully performed the remedial action planning and design and oversaw the remediation implementation, has been performing the treatment system OM&M and performance monitoring since system installation, and because of its long-term involvement with the site, TT was requested to continue to perform OM&M, performance monitoring, and reporting activities at the site.

### **Uniqueness of Material/Services**

- Identify exclusive specialized capabilities of the proposed source.
- Identify facility/test equipment possessed by the proposed source that is unique to the requirement.
- Indicate if the proposed source has patent rights, copyrights, trade secrets, etc., which preclude competition.
- Indicate if drawings or specifications are inadequate to support competitive acquisitions and why this particular supplier/contractor is best able to perform under these circumstances. Include the reason why drawings/specifications are lacking and assessment of cost/schedule impact, e.g., Engineering/A-E costs if completion of drawings/specifications were required to support competitive solicitation.

TT has been providing high quality environmental consulting services to JCP&L for the Ocean City MGP site since 2000. TT was initially retained through a competitive bid solicitation to conduct a RI and develop a remedial strategy for the remediation of MGP-impacted soil and groundwater at and in the vicinity of the site. The delineation of MGP impacts was completed and the RI Report was submitted to NJDEP in 2016. TT also completed evaluation of remedial alternatives to address the MGP impacts and performed



an additional investigation of the bay. TT developed the IRAWP, designed the planned site remediation, developed the plans and specifications, and provided engineering oversight of the remedy implementation. The requested work is a continuation of the work for which TT was originally retained. Furthermore, TT possesses an understanding of site and off-site hydrologic and geologic conditions that cannot, without extensive review and at a substantial cost, be duplicated by other consultants. Therefore, TT was requested to perform OM&M, performance monitoring, and reporting activities at the site.

#### **Other Material/Services Evaluated**

- Identify other materials/services that were evaluated and reason for elimination.

TT has been providing high quality environmental consulting services to JCP&L for the Ocean City MGP site since 2000. TT was initially retained through a competitive bid solicitation to conduct a RI and develop a remedial strategy for the remediation of MGP-impacted soil and groundwater at and in the vicinity of the site. The delineation of MGP impacts was completed and the RI Report was submitted to NJDEP in 2016. TT also completed evaluation of remedial alternatives to address the MGP impacts and performed an additional investigation of the bay. TT developed the IRAWP, designed the planned site remediation, developed the plans and specifications for the remediation, and provided engineering oversight of the remedy implementation. The requested work is a continuation of the work for which TT was originally retained. Furthermore, TT possesses an understanding of site and off-site hydrologic and geologic conditions that cannot, without extensive review and at a substantial cost, be duplicated by other consultants. Therefore, other service vendors were not evaluated for OM&M, performance monitoring, and reporting activities at the site, as they would not be competitive or as effective.

#### **Economic Justification (Cost/Benefit)**

- Indicate if proposed source has substantial investment in the materials/services that might require extensive expense in duplication via competitive acquisitions.
- Include a brief description of data used and assumptions made to support the best total cost/benefit from this arrangement.

TT was retained in 2000 to conduct a remedial investigation of the former MGP site. Those initial findings were reported to NJDEP and the RI implemented. During implementation of the RI the extent of MGP impacts was determined to be more widespread than initially anticipated. This required additional sample collection and analysis to determine the horizontal and vertical extents of these impacts. TT submitted the RI report to NJDEP in 2016. Since TT is already working at the site and possesses an understanding of the site and off-site conditions, developed the IRAWP, designed the planned site remediation, developed the plans and specifications for the remediation, provided engineering oversight during remedy implementation, and has been performing treatment system OM&M and performance monitoring since system installation, it is best suited to perform the continued treatment system OM&M, performance monitoring, and reporting activities at the site. It is in the best interests of the project and JCP&L for TT to conduct the work. It is more cost effective for TT to use their site knowledge to continue these efforts than to begin anew with a consultant that does not possess the knowledge and understanding of the site.

#### **Recommendation for Developing Future Competition**

- Brief statement as to what actions have been taken or are proposed to eliminate this non-competitive situation in future acquisitions of like material/services, or provide a statement that the specified material/services will remain the only technically acceptable alternative for the foreseeable future. (If a "blanket approval" is appropriate, state a period of time during which this justification will be valid, i.e., 3 years.)

Future acquisition needs for competitive bidding opportunities will be evaluated as they arise. TT was originally retained through a competitive bid solicitation process for this project.

#### **Additional Comments**



- Brief statement of other considerations, not covered by any of the categories of justification above, which clearly make the proposed supplier/contractor the only source due to overriding managerial, technical, or financial benefit to the Company.

## Document Activity

Item was Created on 4/7/2021 5:29:19 PM

Legacy Approver		Legacy Buyer	
Legacy Requisitioner		Legacy Buyer Approved By	

## Attachments

Created at 4/7/2021 5:29 PM by  Sullivan, Anna F (Lawson, Frank D)  
Last modified at 4/9/2021 3:58 PM by  Sullivan, Anna F (Lawson, Frank D)

Close

Request to establish a Purchase Order (PO) with Tetra Tech to perform remediation activities for the Ocean City former MGP Site in accordance with New Jersey Department of Environmental Protection requirements. The PO is needed as soon as reasonably possible.

Site: Ocean City MGP

Period of Performance: 4/1/2021 to 3/31/2022

Tax Code: J1 or S1

Change Order Amount: \$402,629.26

Vendor: Tetra Tech Inc  
 Point-of-Contact: Justeen Leibach  
 825 W. Custer Ave.  
 Helena, MT 59601  
 E-mail: [justeen.leibach@tetrattech.com](mailto:justeen.leibach@tetrattech.com)  
 Direct Tel: (406) 437-9866  
 Main Tel: (406)443-5210

The activities for which this Purchase Order is being established are summarized below.

Task	Cost
Groundwater Treatment System OM&M through 3/31/2022	\$257,017.46
Groundwater / Bay Water Performance Monitoring	\$93,021.80
NAPL Recovery, Soil RAR and miscellaneous tasks	\$30,640.00
Monitoring Well Installation and Survey work	\$14,590.00
LSRP Services	\$7,350.00
<b>Total</b>	<b>402,629.26</b>

**Additional Groundwater Treatment System OM&M from April 1, 2021 to 3/31/2022**

Tetra Tech’s estimated level of effort (LOE) and costs for the next year of remediation system OM&M activities are based on costs incurred during this past year and total \$257,017.46. Work cost components will include weekly operator visits, project management and reporting, an estimated six media changeouts, disposal of bag filters and other materials, routine and non-routine maintenance of pumps and other equipment, lab chemical analysis, field equipment rental, permit reporting, and other direct costs (e.g., travel, meals, and shipping). Estimated costs are summarized in the table below.

**Estimated Costs for System Operation – April 1, 2021 to March 31, 2022**

<b>Item</b>	<b># Units</b>	<b>Rate</b>	<b>Cost Estimate</b>
Belssi Chang	40.00	\$ 148.00	\$ 5,920.00
Robert Cohen	50.00	\$ 218.00	\$ 10,900.00
Justin Cooper	180.00	\$ 127.00	\$ 22,860.00
Peter Rich	128.00	\$ 235.00	\$ 30,080.00
S&S Technologies			\$ 105,000.00
Rain for Rent			\$ 16,163.83
Carbon Filtration			\$ 51,000.00
FedEx			\$ 143.63
Eurofins Lab			\$ 8,000.00
Vehicle Rental			\$ 800.00
Field Supplies & Equip Rental			\$ 3,000.00
Lodging			\$ 1,000.00
Meals			\$ 250.00
Mileage			\$ 1,000.00
Incidental Travel			\$ 900.00
<b>Total Labor &amp; Other Costs</b>			<b>\$ 257,017.46</b>

**Groundwater / Bay Water Performance Monitoring**

Estimated LOE and costs for the next year of remediation system performance monitoring are based on costs incurred during this past year and total \$93,021.80 as shown in the table below. Work cost components will include quarterly sampling of approximately 40 wells for VOC analysis, hydraulic head monitoring/analysis, system operation monitoring/analysis, one bay water monitoring event, and preparation of two semi-annual groundwater remediation progress reports.

Tetra Tech will prepare draft and final Remedial Action Progress Reports for periods ending in March 2021 and September of 2021 for the combined active and MNA groundwater remediation activities. The reports will include an introduction (site location and background information, overview of groundwater remedy, and overall remedy status), a summary of remedial actions taken, water-level monitoring data and interpretation, operational data and monitoring results (operating hours and downtime, groundwater extraction rates, groundwater analyses and interpretation, and operational issues), long-term monitoring results, and proposed changes to the remediation program. Figures will include a site location map, layout map of remedy components, hydraulic head contour and capture zone maps, and contaminant concentration maps. Tables will present groundwater extraction rates by well and system with time, results of hydraulic head measurements, results of groundwater sample analyses, and discharge permit data. Appendices will include chain of custody and field sampling forms, laboratory data packages, and discharge permit reports.

**Estimated Performance Monitoring Costs.**

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	154.00	\$ 84.00	\$ 12,936.00
Justin Cooper	132.00	\$ 127.00	\$ 16,764.00
Robert Cohen	180.00	\$ 218.00	\$ 39,240.00
Vehicle Rental			\$ 1,516.62
Boat Rental			\$ 423.00
Meals			\$ 619.80
Lodging			\$ 2,179.31
Eurofins Lab			\$ 7,664.40
Incidental Travel			\$ 945.81
Field Supplies			\$ 1,609.49
Field Equipment Rental			\$ 926.33
Field Equipment Consumable/Permanent			\$ 8,197.04
<b>Total Labor and Other Costs</b>			<b>\$ 93,021.80</b>

**NAPL Recovery Work, Soil Remedial Action Report, and Miscellaneous Project Management Work**

Tetra Tech will prepare and implement a workplan to enhance removal of NAPL that accumulates in extraction well EW-11, select shallow extraction wells, and monitoring well MW-10b. Tetra Tech estimates that NAPL will be recovered using an inertial lift pump, peristaltic pump, and/or a manual suction pump on 12 days between April 1, 2021 and March 31, 2022. Accumulated NAPL will be contained onsite in a 55-gallon drum.

Tetra Tech will revise the Soil Remedial Action Report (RAR) that was submitted to First Energy on March 4, 2021. Anticipated revisions include modifications to the deed notices associated with this report, including preparation of new exhibits, and other report edits.

Tetra Tech will perform miscellaneous project management tasks at the request of First Energy to respond to out-of-scope contingency tasks, which may include permit support, miscellaneous consulting, etc.

The proposed budget for these tasks totals \$30,640.00 as presented in the table below.

**Estimated Costs for NAPL Recovery, Soil RAR Completion, and Miscellaneous Tasks.**

Item	Hours	\$/Hour	Cost Estimate
Roy Wagner	60.00	\$ 84.00	\$ 5,040.00
Justin Cooper	60.00	\$ 127.00	\$ 7,620.00
Robert Cohen	60.00	\$ 218.00	\$ 13,080.00
Vehicle Rental			\$ 1,200.00
Meals			\$ 500.00
Field Supplies/Rentals			\$ 3,000.00
Misc. ODCs			\$ 200.00
<b>Total Labor and Other Costs</b>			<b>\$ 30,640.00</b>

## Monitoring Well Installation

Working with ECDI (drilling subcontractor), Tetra Tech will install an intermediate depth monitoring well in a parking space on the west side of Bay Avenue between 11<sup>th</sup> and 12<sup>th</sup> Streets. Alternatively, this well may be installed on private property in the public right-of-way west of Bay Avenue. Tetra Tech will provide traffic control and coordinate with a surveyor to get this well and other wells that were recently drilled surveyed. The proposed budget for these efforts totals \$14,590.00 as presented in the table below.

**Estimated for monitoring well installation and surveying.**

Item	Hours	\$/Hour	Cost Estimate
Justin Cooper	20.00	\$ 127.00	\$ 2,540.00
Robert Cohen	10.00	\$ 218.00	\$ 2,180.00
ECDI Drilling Cost			\$ 7,500.00
Survey cost (~6 wells)			\$ 1,000.00
Vehicle Rental			\$ 250.00
Meals			\$ 120.00
Permit fees, other misc. ODCs			\$ 1,000.00
<b>Total Labor and Other Costs</b>			<b>\$ 14,590.00</b>

## LSRP Services

Jeff Hosterman, a PG and NJDEP LSRP, will continue to provide oversight services on this project. His anticipated level-of-effort between 4/1/2021 to 3/31/2022 includes:

- Review and comment on groundwater remediation progress reports: 16 hours.
- O&M support including 1 site visit.: 12 hours plus \$150 travel expenses.
- General correspondence with JCP&L and Tetra Tech project team to ensure compliance with NJDEP regulations and deliverable timeframes: 12 hours (1 hour per month for 12 months).

**Table 6. Estimated for monitoring well installation and surveying.**

Item	Hours	\$/Hour	Cost Estimate
Jeffrey Hosterman	40.00	\$ 180.00	\$ 7,200.00
Site visit travel expenses			\$ 150.00
<b>Total Labor and Other Costs</b>			<b>\$ 7,350.00</b>

A description of the level of effort and costs for these activities is provided in Tetra Tech's letter dated April 7, 2021, a copy of which is attached. The supporting documentation provided by Tetra Tech has been evaluated and Environmental Affairs finds the costs for these activities to be justified and reasonable. Please establish a new Purchase Order and establish Line Item 1 – "LSRP Services" with a budget of \$7,350.00, Line Item 2 – "GWTS OM&M" with a budget of \$257,017.46 and Line Item 3 – Monitoring and Reporting with a budget of \$138,251.80. Please set the period of

performance through March 31, 2022 and ensure payment terms of the Purchase Order are net 45 days.

Please provide me with an electronic copy of the Purchase Order.

FirstEnergy Contact and All Invoices to:  
Anna Sullivan, Project Manager  
Jersey Central Power & Light Company  
300 Madison Avenue  
P.O. Box 1911  
Morristown, NJ 07962  
E-mail: [afsullivan@firstenergycorp.com](mailto:afsullivan@firstenergycorp.com)  
Tel: (973) 401-8409  
Fax: (973) 644-4165

**Attachments:**

1. Request to Establish Purchase Order Memo to Susan Shelton dated April 7, 2021;
2. Tetra Tech's April 7, 2021 letter requesting additional funding for remediation work from April 1, 2021 to March 31, 2022 at the Ocean City MGP Site;
3. Supply Chain Requisition dated April 7, 2021; and
4. Single Source Justification A29979





**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

12. Provide documentation relating to any instances during the previous RAC period where The Company sought to modify, change, or eliminate the NJDEP site remediation requirements for any of its MGP sites. The response should provide copies of any such Company requests, the NJDEP responses, and the ultimate outcome concerning the requests.

**Response:**

The Company continuously strives to perform the required investigative and remedial activities in a manner that provides the necessary technical information to properly address the MGP sites in a cost-effective and prudent manner. Since the inception of the Licensed Site Remediation Professional (LSRP) regulations the Company has been able to rely on the professional judgement of the LSRP to interpret rules and regulations, and to obtain formal variances from the NJDEP rules and regulations. An example of the types of efforts that the Company makes to reduce the scope and cost of these projects is described below.

**All Sites** - The Company actively participates in the New Jersey Site Remediation Industry Network (SRIN) and New Jersey Site Remediation Advisory Group (SRAG). As part of these groups, the Company routinely provides comments to NJDEP and meets with NJDEP personnel, including Assistant Commissioner Pedersen, to discuss impacts of current and proposed regulations and requirements. As part of the SRIN group and throughout 2020, the Company assisted in providing comments to the NJDEP on various proposed revisions to guidance and policies under the Site Remediation Reform Act. There have been preliminary discussions about further amendments to SRRA.

Previously, as part of SRIN, the Company has met with senior officials of NJDEP's Site Remediation Program. In 2019, the Company and SRIN began discussions with NJDEP about the problems in achieving mandatory deadlines under SRRA and the exposure of RPs to NJDEP enforcement and Direct Oversight, particularly at complex sites (such as the Company's) despite the good faith efforts of those RPs to meet those deadlines, and the expenditure of significant funds, both in the aggregate and at most sites, to do so. After the August 2019 amendments to SRRA Assistant Commissioner Pedersen discussed with SRIN and the Company NJDEP's receptiveness to possible relief from mandatory deadlines and enforcement and Direct oversight, although only informally, provided that appropriate good faith prior efforts to achieve those deadlines have occurred.

In 2020 these discussions continued, particularly in view of the May 2021 deadline for many sites, including of the Company, and the effects of COVID-19. In particular, the Company was a lead participant in discussions with

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

NJDEP through SRIN, focusing on scheduling issues and the effects of the COVID-19 Pandemic. These discussions are expected to continue hereafter. At the time, it was unclear how NJDEP, or the Legislature and Governor, would respond for additional requests for extensions beyond the one-year extension granted in March 2021 due to Covid-19.

In December 2021, the Company began to draft extension requests for submittal to NJDEP for the approaching May 2022 regulatory and mandatory deadlines. The NJDEP approved the extension requests in April/May 2022 for the sites with regulatory and mandatory deadlines.

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

13. Provide a calculation of the carrying costs that the Company seeks to recover in this filing, including workpapers and supporting documentation.

**Response:**

**See Attachment G.**

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

14. The Company currently provides a schedule that summarizes the expenditures incurred by major cost category by site on a quarterly basis. These data are, and will continue to be, reported as Attachment C with its annual filing.

**Response:**

**See Attachment C.**

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

15. For each of the Company's MGP sites, provide a schedule showing the status of the remediation effort and estimated dates for the completion of remaining milestones, along with a discussion of major remediation problems. The Parties understand that the timeframes to complete the remediation efforts are subject to a great deal of uncertainty due to factors beyond the Company's control.

**Response:**

Copies of the schedules for the active Company MGP sites are attached.

The Company interprets the phrase "major remediation problems" in this MFR as seeking to identify events or activities by others (i.e., NJDEP, local authorities or property owners) that may have an adverse affect on the schedules for implementing the remediation activities related to its MGP sites. Whereas it is not reasonable to expect that all such potential events or activities can be defined at this time, we shall identify those that are currently known to the Company's remediation program.

In summary they are: a) NJDEP's requirement for remediating free and/or residual product; b) NJDEP's requirement for property owners' approvals for establishing deed notices; c) Third-party access issues (i.e., private and municipal property owners); d) NJDEP Site Remediation Program delays; and e) Municipal scheduling and permitting requirements and delays. Each of these potential issues is described in detail in **MFR-8** and **MFR-17**.

In December 2021, the Company began to draft extension requests for submittal to NJDEP for the approaching May 2022 regulatory and mandatory deadlines. The NJDEP approved the extension requests in April/May 2022 for the sites with regulatory and mandatory deadlines.

PROJECT SCHEDULE  
 ASBURY PARK FORMER MGP SITE  
 ASBURY PARK, NEW JERSEY

ID	Task Name	Start	Finish	2022	2023	2024
				Qtr 1	Qtr 2	Qtr 3
1	Remedial Design and Remedial Action Workplans	Thu 4/15/21	Thu 9/23/24	[Gantt bar spanning all quarters]		
2	LNAPL Monitoring and Recovery	Thu 4/1/21	Thu 10/31/24	[Gantt bar spanning all quarters]		
3	LNAPL Investigation Field Activities	Tue 5/4/21	Wed 5/5/21			
4	NAPL Investigation Data Reduction, Update CSM, 3D Visualization, and Technical Memo	Thu 5/2/21	Tue 5/5/22	[Gantt bar]		
5	Pre-RAW Groundwater Sampling - Sampling Event #1	Tue 8/31/21	Fri 8/28/21			
6	Pre-RAW Groundwater Sampling - Sampling Event #2	Tue 12/14/21	Thu 12/16/21	[Gantt bar]		
7	Revise Proposed Classification Exception Area	Tue 2/1/22	Thu 3/31/22		[Gantt bar]	
8	Additional Vapor Intrusion Investigation	Mon 3/7/22	Thu 4/7/22		[Gantt bar]	
9	Monitoring Well Installation	Mon 5/2/22	Thu 5/20/22		[Gantt bar]	
10	Pre-RAW Groundwater Sampling - Sampling Event #3	Mon 6/13/22	Fri 6/17/22		[Gantt bar]	
11	Pre-RAW Groundwater Sampling - Sampling Event #4	Mon 6/13/22	Fri 6/17/22		[Gantt bar]	
12	Workplan for LNAPL/Groundwater Pilot Study	Wed 1/12/22	Fri 1/20/22		[Gantt bar]	
13	Implement LNAPL/Groundwater Pilot Study	Wed 3/1/22	Fri 5/20/22		[Gantt bar]	
14	Permitting and Design for LNAPL/Groundwater Treatment System	Mon 6/7/22	Fri 1/20/23			[Gantt bar]
15	Groundwater Remedial Action Workplan	Tue 6/5/22	Tue 10/31/22			[Gantt bar]
16	Off-Site Source Reporting MW-15B and Support- August 2021	Tue 11/2/21	Tue 5/31/22	[Gantt bar]		
17	NAPL Mitigation Desktop Study (TI Determination)	Wed 1/21/21	Tue 1/5/22	[Gantt bar]		
18	Remedial Action Workplan for Soil	Tue 2/1/22	Fri 4/28/22		[Gantt bar]	
19	Remedial Action Implementation (LNAPL/Groundwater)	Wed 11/1/22	Fri 4/28/24			[Gantt bar]
20	Final Design, Specifications, and Procurement for LNAPL/Groundwater Treatment System	Wed 11/1/23	Tue 1/30/24			[Gantt bar]
21	Treatment System Construction, Oversight, and Startup	Wed 1/24/24	Fri 4/26/24			[Gantt bar]
22	Remedial Action Reporting	Tue 1/22/24	Fri 3/31/24			[Gantt bar]
23	Remedial Action Report for Soil (Sitewide)	Tue 1/22/24	Fri 3/29/24			[Gantt bar]
24	Soil Remedial Action Permit	Tue 1/22/24	Fri 3/29/24			[Gantt bar]
25	Soil Deed Notice and RAP Biennial Certifications	Wed 4/3/24	Fri 12/27/24			[Gantt bar]
26	Remedial Action Report for Groundwater	Wed 5/1/24	Tue 7/23/24			[Gantt bar]
27	Revised Classification Exception Area	Wed 5/1/24	Tue 7/23/24			[Gantt bar]
28	Groundwater Remedial Action Permit	Wed 5/1/24	Tue 7/23/24			[Gantt bar]
29	Groundwater RAP Biennial Certifications	Wed 7/23/24	Fri 1/31/25			[Gantt bar]
30	Remediation System Operation and Monitoring (Groundwater)	Wed 6/1/24	Fri 1/27/25			[Gantt bar]
31	LNAPL Monitoring and Recovery	Wed 5/1/24	Fri 1/27/25			[Gantt bar]
32	Treatment System Monitoring and RAPs	Wed 5/1/24	Fri 1/27/25			[Gantt bar]
33	Groundwater Monitoring and Reporting	Wed 5/1/24	Fri 1/27/25			[Gantt bar]
34	Quarterly Monitoring	Wed 5/1/24	Fri 1/27/25			[Gantt bar]

Task

JCP&L  
 Projected Schedule  
 Belmar Former MGP Site, Belmar, New Jersey

ID	Task Name	Start	Finish	2021				2022				2023				2024				2025			
				Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Belmar, NJ Former MGP Site - Remediation	Fri 1/10/03	Wed 1/15/25																				
2	Remedial Action Progress Reporting (recurs semi-annual)	Fri 1/10/03	Wed 1/15/25																				
5	Soil Remedial Action	Fri 6/23/06	Thu 2/29/24																				
8	Offsite Property Negotiations	Fri 6/23/06	Fri 5/19/23																				
7	Deed Notices	Fri 6/23/06	Fri 5/19/23																				
15	Remedial Action Workplan (RAWP)	Fri 7/1/22	Thu 12/22/22																				
26	Remedial Action Implementation	Fri 11/25/22	Thu 2/29/24																				
27	Procurement	Fri 11/25/22	Thu 2/9/23																				
32	Implementation	Fri 12/23/22	Thu 9/21/23																				
38	Post Remedial Action Activities	Fri 9/22/23	Thu 2/29/24																				

Project: Belmar Date: Thu 3/17/22	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
	Split		External Tasks		Inactive Summary		Manual Summary		Split	
	Milestone		External MileTask		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

Basis of Schedule = Calendar Days

JCP&L  
 Projected Schedule  
 Boonton, New Jersey, Former MGP Site

ID	Task Name	Start	Finish	2021				2022				2023				2024				2025	
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	<b>Boonton, NJ Former MGP Site Remediation</b>	Fri 8/28/09	Fri 12/28/29	[Gantt bar spanning all quarters from 2021 to 2025]																	
2	Groundwater RI Activities and RAWP Development	Fri 8/28/09	Fri 6/15/18	[Gantt bar from Q1 2021 to Q2 2018]																	
3	CEA Investigation Activities and Development	Fri 8/28/09	Fri 6/15/18	[Gantt bar from Q1 2021 to Q2 2018]																	
29	Groundwater RAWP Implementation	Thu 1/9/20	Fri 9/1/23	[Gantt bar from Q1 2020 to Q3 2023]																	
30	Pre-Design Investiation	Thu 1/9/20	Wed 9/30/20	[Gantt bar from Q1 2020 to Q4 2020]																	
31	Design Process	Thu 10/1/20	Wed 3/17/21	[Gantt bar from Q4 2020 to Q1 2021]																	
32	Procurement	Thu 3/18/21	Fri 9/10/21	[Gantt bar from Q2 2021 to Q3 2021]																	
40	Implementation	Mon 9/13/21	Fri 4/15/22	[Gantt bar from Q3 2021 to Q2 2022]																	
44	Post Remedial Action Activities	Mon 4/4/22	Fri 9/1/23	[Gantt bar from Q2 2022 to Q3 2023]																	
54	Supplemental Soil RASR/RAWP - Conceptual Design	Mon 1/9/17	Tue 9/7/21	[Gantt bar from Q1 2017 to Q3 2021]																	
55	Conceptual Design	Mon 1/9/17	Tue 9/7/21	[Gantt bar from Q1 2017 to Q3 2021]																	
60	Supplemental Soil RAWP Preparation	Mon 2/28/22	Fri 8/19/22	[Gantt bar from Q1 2022 to Q3 2022]																	
61	RAWP Preparation	Mon 2/28/22	Fri 8/19/22	[Gantt bar from Q1 2022 to Q3 2022]																	
71	Supplemental Soil RAWP Implementation	Mon 1/24/22	Fri 2/9/24	[Gantt bar from Q4 2021 to Q1 2024]																	
72	Procurement	Mon 10/3/22	Fri 1/13/23	[Gantt bar from Q4 2022 to Q1 2023]																	
77	Implementation	Mon 1/24/22	Fri 6/2/23	[Gantt bar from Q1 2022 to Q2 2023]																	
83	Post Remedial Action Activities	Mon 6/5/23	Fri 2/9/24	[Gantt bar from Q2 2023 to Q1 2024]																	
92	Groundwater OM&M	Mon 4/18/22	Fri 12/28/29	[Gantt bar from Q2 2022 to Q4 2029]																	

Project: Boonton  
 Date: Mon 2/7/22

Task		External MileTask		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Progress	
External Tasks		Duration-only		Split	



ARCADIS

**FIGURE 1**  
Cape May Former MGP Site  
Projected Schedule for Remedial Action

ID	Task Name	Duration	Start	Finish	2021				2022				2023				2024				2025			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Remedial Action	6024 days	Wed 10/8/03	Thu 12/31/26																				
2	Project Planning and Coordination	293 days	Wed 10/8/03	Fri 11/18/04																				
23	Remedial Design	656 days	Thu 10/30/03	Thu 5/4/08																				
24	Pre-Design Workplan	656 days	Thu 10/30/03	Thu 5/4/08																				
44	RASR	1007 days	Wed 8/24/05	Thu 7/2/09																				
62	Pre-Design Activities	1759 days	Mon 1/17/05	Fri 10/28/11																				
63	Groundwater Sampling	1039 days	Mon 1/17/05	Fri 1/9/09																				
75	Access and Permitting	60 days	Mon 8/31/09	Mon 11/23/09																				
76	Historic Structure Investigation	71 days	Mon 8/31/09	Thu 12/10/09																				
80	Soil Boring Installation/Sampling and Analysis	133 days	Mon 8/31/09	Wed 3/10/10																				
90	Aquifer Testing	85 days	Mon 8/31/09	Thu 12/31/09																				
98	Groundwater Flow and Transport Model	54 days	Mon 12/21/09	Mon 3/8/10																				
102	Remedial Action Selection Report	246 days	Mon 11/15/10	Fri 10/28/11																				
108	Remedial Action Work Plan	245 days	Mon 4/14/14	Tue 3/31/15																				
109	Develop and Finalize RAWP	245 days	Mon 4/14/14	Tue 3/31/15																				
110	Remedial Implementation	2643 days	Mon 10/15/12	Sat 12/31/22																				
111	First season	918 days	Mon 10/15/12	Fri 5/20/16																				
163	Second season	389 days	Mon 11/30/15	Fri 5/28/17																				
193	Third Season	309 days	Tue 8/8/17	Fri 10/12/18																				
195	Restoration Monitoring	1506 days	Mon 3/27/17	Sat 12/31/22																				
196	Remedial Action Reports (RAR)	867 days	Mon 11/5/18	Tue 3/1/22																				
205	Remedial Action Permits	395 days	Tue 1/4/22	Mon 7/10/25																				
210	Inspections and Biennial Certifications	325 days	Mon 6/3/24	Fri 5/29/26																				
213	Operation and Maintenance	2420 days	Fri 9/22/17	Thu 12/31/26																				

**Project:** Cape May  
**Date:** Wed 4/13/22

<b>Task</b>	█ Project Summary	◀ Inactive Milestone	◇ Manual Summary Rollup	▬ Progress
<b>Split</b>	⋯ External Tasks	▬ Inactive Summary	◃ Manual Summary	⇆ Split
<b>Milestone</b>	◆ External MileTask	◆ Manual Task	█ Start-only	⏏
<b>Summary</b>	▬ Inactive Task	▬ Duration-only	▬ Finish-only	▬ ]

**TABLE 1  
2022 RAC FILING**

**ANTICIPATED REMEDIATION SCHEDULE  
JCP&L FORMER DOVER MGP SITE**

SITE ACTIVITY	Dates		2022												2023												2024		2025		2026 and After								
	Start Date	Finish Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	6 mos	6 mos	6 mos	6 mos	6 mos	6 mos							
<b>Investigation and Remediation</b>																																							
1	Engineering Cover Project - Block 10202/Lot 36 (Permit thru Remedial Construction)	2/1/22	5/31/22																																				
<b>Regulatory Reporting</b>																																							
1	RAR Mandatory Extension Request Submitted to NJDEP	completed								=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>	=>			
2	Site CEA and Historic Fill CEA were approved	completed																																					
3	Submit Groundwater Remedial Action Report including Updating Site CEA	11/1/21	4/30/22																																				
4	Submit Groundwater Active System Remedial Action Permit Application	11/1/21	4/30/22																																				
5	Groundwater Active System Remedial Action Permit is issued by NJDEP	4/1/23	4/30/23																																				
6	Groundwater RAO issued by LSRP to JCP&L	one month after GW permit is issued																																					
7	Groundwater Biennial Certification including well search updates (last updated Nov 2021)	every 2 years																																					
8	Deed Notices / In Lieu of Notices are recorded (except for Mike Bianco property)	9/1/21	4/30/23																																				
9	Submit Soil Remedial Action Reports (except for Mike Bianco property)	7/1/22	4/30/23																																				
10	Submit Soil Remedial Action Permit Applications (except Mike Bianco property)	8/1/22	4/30/23																																				
11	Soil Remedial Action Permits are issued by NJDEP	8/1/23	4/30/24																																				
12	Soil RAO (except for Mike Bianco) issued by LSRP to JCP&L	one month after soil permits are issued																																					
13	Soil Biennial Certifications	every 2 years																																					
<b>Operation &amp; Maintenance (O&amp;M) and Monitoring</b>																																							
1	O&M - Groundwater Treatment Vaults (GWTV)	every quarter																																					
2	O&M - Carbon Replacement of GWTV drums (B)	every 18 months																																					
3	O&M - DNAPL Recovery System Operation, Maintenance, and Monitoring (RW-8, East Blackwell Street, and On-Site Spartan Oil Systems)	every month																																					
3	O&M - Asphalt Cap Maintenance (weeding removal)	twice per year																																					
4	DNAPL Vacuum Extraction at Select Locations	monthly thru 2022																																					
5	Groundwater Monitoring (Active Remediation) - all MWs	every 6 months																																					
6	Groundwater Treatment System (PBR) - Sampling of GWTVs & Nearby Wells - every 3 months	every 3 months																																					
7	Soil Engineering Control and Containment Wall Monitoring	every 6 months																																					

NOTES: Application for the NJDEP extension of the mandatory deadline by 2 years, i.e. from May 6, 2022 to May 6, 2024 was submitted on Mar 3, 2022

**Task**

**JCP&L  
Flemington Former MGP Site  
Investigation and Remediation Schedule**

ID	Task Name	Duration	Start	Finish	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	28
1	Phase 3 Soil RA Implementation	187 days	Fri 12/16/16	Fri 9/1/17																					
2	Soil Remedial Action Reporting	1215 days	Mon 9/4/17	Fri 4/29/22																					
3	JCP&L Revisions and Comments	11 days	Fri 4/1/22	Fri 4/15/22																					
4	File Deed Notices	14 days	Mon 4/18/22	Thu 5/5/22																					
5	LSRP Review of Soil RA Report and Submittal to NJDEP	14 days	Mon 4/18/22	Thu 5/5/22																					
6	NJDEP RAP Issuance	262 days	Fri 5/6/22	Sat 5/6/23																					
7	Soil RAO Issued by LSRP	1 day	Mon 5/8/23	Mon 5/8/23																					
8	Post-Remedial Action Activities - Wetlands Maintenance Monitoring	2811 days	Fri 3/25/16	Thu 12/31/26																					
9	2021 Monitoring & Reporting	164 days	Tue 5/18/21	Fri 12/31/21																					
10	2022 Monitoring & Reporting	164 days	Tue 5/17/22	Fri 12/30/22																					
11	2023 Monitoring & Reporting	163 days	Wed 5/17/23	Fri 12/29/23																					
12	2024 Monitoring & Reporting	164 days	Tue 5/14/24	Fri 12/27/24																					
13	2025 Monitoring & Reporting	164 days	Tue 5/13/25	Fri 12/26/25																					
14	2026 Monitoring & Reporting	161 days	Mon 5/18/26	Mon 12/28/26																					
15	Groundwater Quarterly Sampling	469 days	Fri 9/15/17	Wed 7/3/19																					
16	Groundwater RAR	457 days	Thu 7/16/20	Fri 4/15/22																					
17	LSRP Review of Groundwater RA Report and Submittal to NJDEP	10 days	Mon 4/18/22	Fri 4/29/22																					
18	Groundwater RAP	261 days	Fri 4/29/22	Fri 4/28/23																					
19	Groundwater RAO	5 days	Mon 5/1/23	Fri 5/5/23																					
20	Groundwater CEA Update and MNA	1534 days	Tue 12/21/21	Fri 11/5/27																					

Project: 20220322\_1702387\_File  
Date: Thu 3/31/22

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

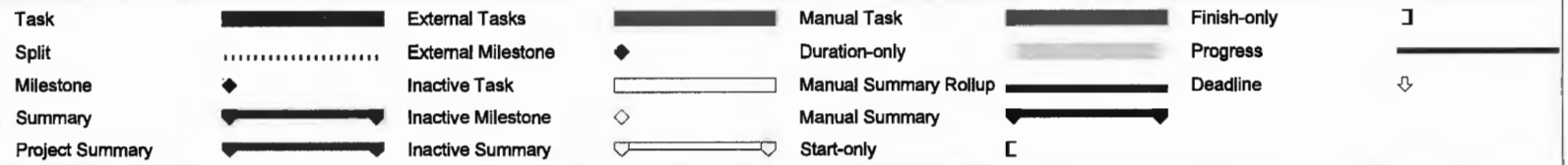
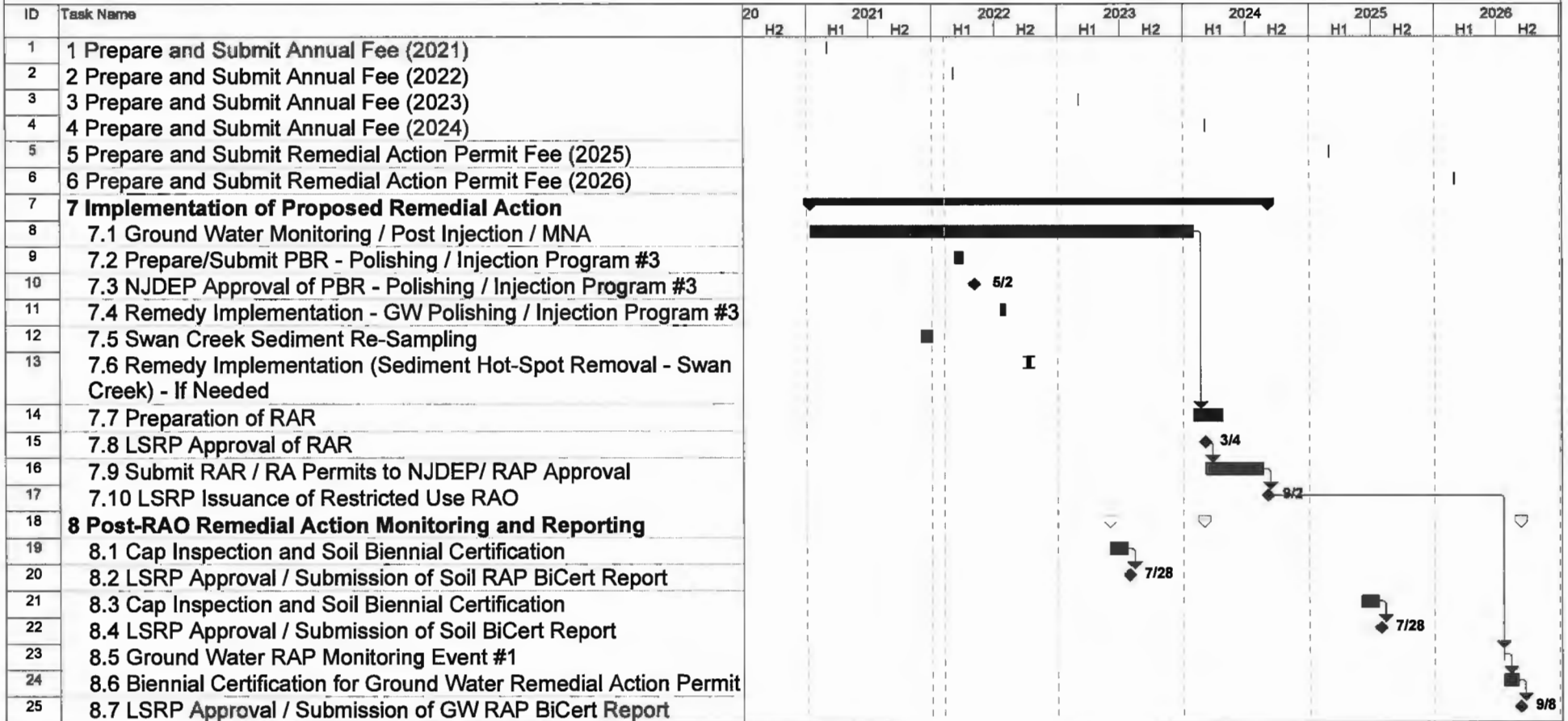
Figure 1  
Proposed Schedule  
Lakewood Former MGP Site, Lakewood, New Jersey

ID	Task Name	Start	Finish	2021				2022				2023				2024				2025		20	
				tr 1	tr 2	tr 3	tr 4	tr 1	tr 2	tr 3	tr 4	tr 1	tr 2	tr 3	tr 4	tr 1	tr 2	tr 3	tr 4	tr 1	tr 2	tr 1	tr 2
1	Site Remediation	Fri 6/13/08	Fri 1/1/27																				
2	Project Coordination	Fri 6/13/08	Fri 2/13/09																				
8	Permitting	Tue 6/24/08	Mon 7/11/16																				
29	Phase I Remedial Action Implementation	Mon 4/29/13	Fri 7/31/15																				
42	Second Phase of Remedial Action Implementation	Mon 2/2/15	Mon 11/23/20																				
57	Groundwater Monitoring	Mon 3/19/18	Fri 1/1/27																				
69	Restoration monitoring	Thu 11/30/17	Wed 11/30/22																				
70	Soil RAP	Mon 5/2/22	Mon 6/26/23																				

Project: Lakewood Date: Mon 2/7/22	Task		External MileTask		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Split	

Basis of Schedule = Working Days

**Proposed Site Remediation Schedule for 2021 - 2026  
Remediation Adjustment Clause (RAC)  
Former Lambertville MGP Site  
Lambertville, New Jersey**



**\*\* Note: Schedule begins once property access is obtained.**

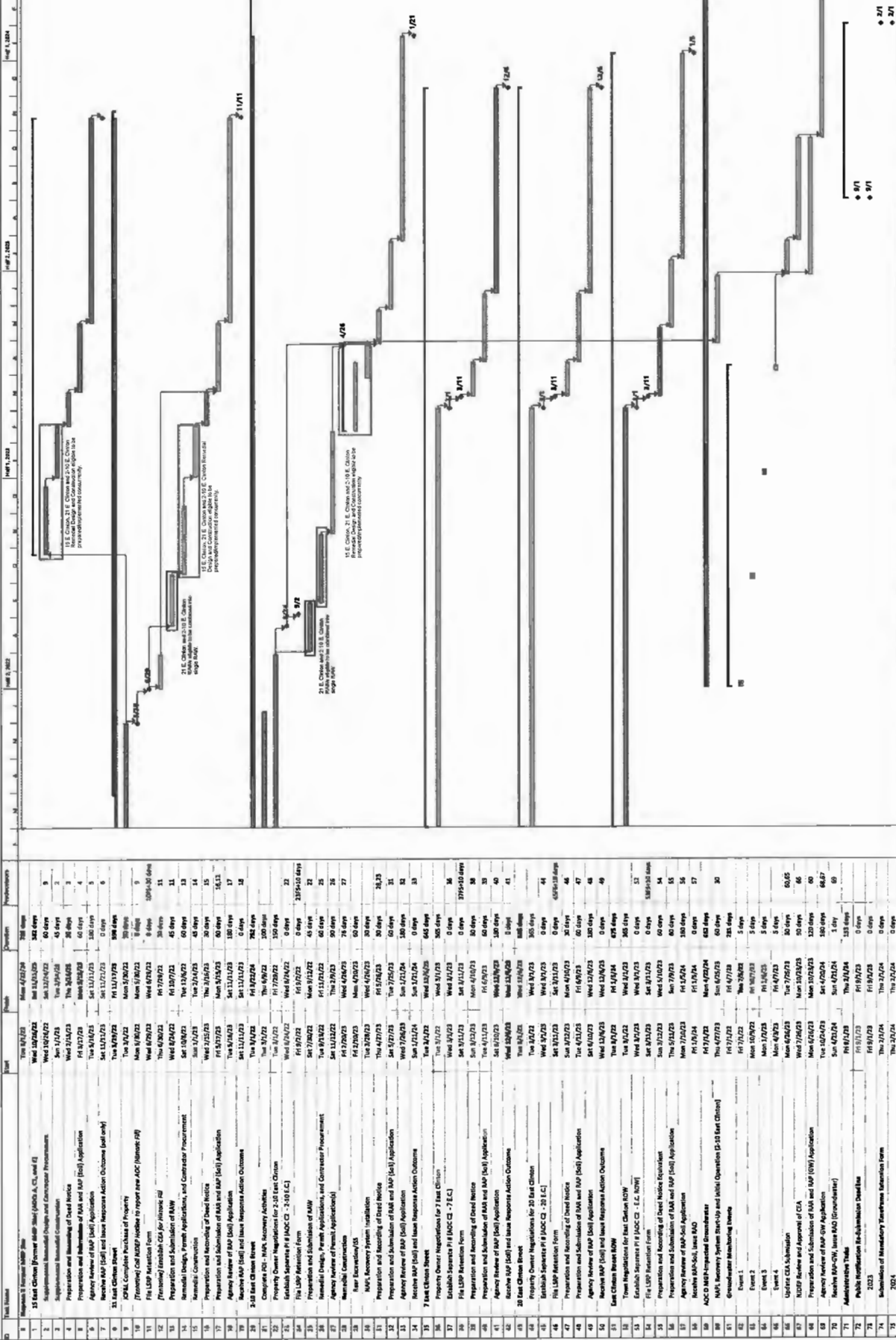
**PROJECT SCHEDULE  
NEWTON 1 FORMER MGP SITE  
NEWTON, NEW JERSEY**

ID	Duration	Task Name	Start	Finish
1	639 days	REMEDIAL INVESTIGATION - GROUNDWATER	Mon 10/28/13	Thu 4/7/16
2	50 days	GROUND WATER DATA EVALUATION	Mon 10/28/13	Fri 1/3/14
3	1 day	SYNOPTIC WATER LEVELS ON ALL WELLS	Mon 10/13/14	Mon 10/13/14
4	3 days	SAMPLING OF REPRESENTATIVE SITE MONITORING WELLS	Tue 10/14/14	Thu 10/16/14
5	15 days	LAB TESTING AND REPORTING	Fri 10/17/14	Thu 11/6/14
6	25 days	GROUND WATER DATA EVALUATION	Fri 11/7/14	Thu 12/11/14
7	10 days	ABANDON BROOKS WELL	Mon 2/16/15	Fri 2/27/15
8	44 days	ANNUAL GROUND WATER MONITORING AND REPORTING	Mon 2/9/16	Thu 4/7/16
9	1141 days	REMEDIAL INVESTIGATION - ECOLOGICAL	Thu 7/18/13	Thu 11/20/17
10	142 days	LAB TESTING/PREPARATION OF SUP. ECO RIR AND ERA ACTIVITIES P	Thu 7/18/13	Fri 1/31/14
11	16 days	DELINEATION AND ERA FIELD WORK AND SAMPLING	Tue 9/16/14	Tue 10/7/14
12	15 days	LAB TESTING AND REPORTING	Wed 10/8/14	Tue 10/28/14
13	48 days	ECOLOGICAL DATA EVALUATION	Wed 10/29/14	Wed 12/31/14
14	128 days	BACKGROUND EVALUATION	Thu 1/1/15	Tue 6/23/15
15	5 days	SUPPLEMENTAL DELINEATION AND FIELD WORK AND SAMPLING	Mon 1/14/16	Fri 1/16/16
16	55 days	SUPPLEMENTAL LAB TESTING AND REPORTING	Mon 1/11/16	Fri 3/25/16
17	68 days	PREPARATION OF ECO-RI REPORT	Mon 2/1/16	Wed 5/4/16
18	21 days	TECHNICAL CONSULTATION MEETING WITH NJDEP	Wed 3/9/16	Wed 4/6/16
19	142 days	ECOLOGICAL RISK DATA EVALUATION	Thu 2/25/16	Fri 6/18/16
20	1 day	FREE PRODUCT AND RESIDUAL FIELD WORK SAMPLING	Thu 12/1/16	Thu 12/1/16
21	50 days	HUMAN HEALTH WETLAND IMPACT ANALYSIS	Thu 12/1/16	Wed 2/9/17
22	32 days	FREE PRODUCT AND RESIDUAL DATA EVALUATION	Tue 12/27/16	Wed 3/8/17
23	423 days	PREPARATION OF ERA REPORT	Tue 4/19/16	Thu 11/20/17
24	618 days	REMEDIAL INVESTIGATION - SOIL	Wed 1/13/13	Fri 11/18/18
25	58 days	PREPARATION OF SOIL SAMPLING PLAN	Wed 11/13/13	Fri 1/21/14
26	1 day	MOBILIZATION / SITE MARK OUT/ GEOPHYSICAL SURVEY	Thu 7/24/14	Thu 7/24/14
27	3 days	SOIL SAMPLING	Mon 7/28/14	Wed 10/30/14
28	15 days	LAB TESTING AND REPORTING	Thu 7/31/14	Wed 9/29/14
29	20 days	SOIL DATA EVALUATION	Thu 8/21/14	Wed 9/17/14
30	10 days	PREPARATION OF SOIL SAMPLING PLAN FOR SUBSTATION	Wed 9/24/15	Tue 6/2/16
31	1 day	MOBILIZATION/SITE MARKOUT/GEOPHYSICAL SURVEY FOR SUBSTATION	Tue 9/8/15	Tue 9/8/15
32	1 day	SUBSTATION SOIL SAMPLING	Tue 9/15/15	Tue 9/15/15
33	15 days	SUBSTATION LAB TESTING AND REPORTING	Wed 9/16/15	Tue 10/6/15
34	20 days	SUBSTATION DATA EVALUATION	Mon 10/12/15	Fri 11/6/15
35	26 days	PREPARATION OF RI DEADLINE EXTENSION REQUEST	Mon 2/3/16	Fri 3/7/16
36	84 days	PREPARATION OF CONCEPTUAL SITE MODEL	Wed 7/23/16	Mon 11/17/16
37	128 days	REMEDIAL INVESTIGATION REPORT	Mon 11/16/16	Wed 5/4/18
38	126 days	PREPARATION OF RIR AND REVIEW BY LSRP	Mon 11/16/16	Wed 5/4/18
39	372 days	REMEDIAL ACTION PRE-DESIGN ACTIVITIES	Thu 3/7/18	Fri 8/7/20
40	169 days	GROUND WATER MONITORING	Tue 4/2/18	Fri 11/22/19
41	187 days	THORLABS PDI	Thu 3/7/19	Fri 11/22/19
42	118 days	WETLAND DELINEATION AND PERMITTING FOR SOIL PDI	Thu 6/27/18	Thu 12/5/19
43	2 days	SOIL PDI SAMPLING	Wed 12/18/19	Thu 12/18/19
44	583 days	WETLAND PERMITTING FOR RA	Thu 2/6/20	Mon 9/2/22
45	48 days	DNAPL RECOVERY TEST	Wed 2/26/20	Fri 5/1/20
46	877 days	REMEDIAL ACTION	Thu 10/3/19	Fri 21/02/23
47	521 days	REMEDIAL ACTION WORK PLAN	Thu 10/3/19	Thu 9/30/21
48	466 days	PREPARATION OF PLANS AND TECHNICAL SPECIFICATIONS	Mon 8/14/20	Mon 21/4/22
49	65 days	REMIATION CONTRACTOR BIDDING AND AWARD	Tue 2/15/22	Mon 5/16/22
50	305 days	IMPLEMENTATION OF REMEDIAL ACTION	Tue 5/17/22	Mon 11/20/23
51	525 days	MNA MONITORING AND DNAPL RECOVERY	Tue 11/21/23	Mon 11/24/25
52	698 days	RA REPORT	Mon 2/8/21	Fri 12/8/23
53	20 days	PREPARATION OF SOIL RAR, INSTITUTIONAL CONTROLS, AND SOIL REMEDIAL ACTION PERMITS	Tue 11/21/23	Mon 12/18/23
54	135 days	REMEDIAL ACTION PERMIT	Tue 12/19/23	Mon 6/24/24
55	5 days	PREPARATION OF SOIL RESPONSE ACTION OUTCOME (RAO) DOCUMENT	Tue 6/25/24	Mon 7/1/24
56	25 days	PREPARATION OF GW RAR AND REMEDIAL ACTION PERMIT	Tue 11/25/25	Mon 12/29/25
57	135 days	GROUND WATER REMEDIAL ACTION PERMIT	Tue 12/30/25	Mon 7/6/26
58	5 days	PREPARATION OF GROUND WATER RESPONSE ACTION OUTCOME DOCUMENT	Tue 7/7/26	Mon 7/13/26

Project: 2012-13-forward  
Wed 2/8/22 9:03 AM  
1990801

Task	Summary	External Milestone	Inactive Milestone	Duration-only	Start-only	Deadline
Split	Project Summary	Inactive Task	Inactive Summary	Manual Summary Rollup	Finish-only	
Milestone	External Tasks	Inactive Task	Manual Task	Manual Summary	Progress	

**Project Schedule**  
Newtown II Former MGP Site



ID	Task Name	Start	Finish	Duration	Predecessors
1	15 East Citizen Review MGP Site (MGS A, C, and E)	Wed 10/1/23	Mon 4/27/24	180 days	
2	Supplemental Remedial Design and Construction	Wed 10/1/23	Wed 10/1/23	0 days	1
3	Preparation and Submission of MAM and MIP (S&I) Application	Wed 10/1/23	Mon 8/26/24	300 days	1
4	Agency Review of MIP (S&I) Application	Mon 8/26/24	Mon 8/26/24	0 days	3
5	15 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	4
6	20 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	5
7	25 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	6
8	30 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	7
9	35 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	8
10	40 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	9
11	45 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	10
12	50 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	11
13	55 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	12
14	60 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	13
15	65 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	14
16	70 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	15
17	75 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	16
18	80 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	17
19	85 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	18
20	90 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	19
21	95 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	20
22	100 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	21
23	105 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	22
24	110 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	23
25	115 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	24
26	120 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	25
27	125 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	26
28	130 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	27
29	135 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	28
30	140 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	29
31	145 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	30
32	150 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	31
33	155 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	32
34	160 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	33
35	165 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	34
36	170 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	35
37	175 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	36
38	180 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	37
39	185 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	38
40	190 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	39
41	195 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	40
42	200 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	41
43	205 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	42
44	210 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	43
45	215 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	44
46	220 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	45
47	225 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	46
48	230 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	47
49	235 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	48
50	240 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	49
51	245 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	50
52	250 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	51
53	255 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	52
54	260 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	53
55	265 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	54
56	270 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	55
57	275 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	56
58	280 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	57
59	285 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	58
60	290 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	59
61	295 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	60
62	300 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	61
63	305 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	62
64	310 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	63
65	315 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	64
66	320 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	65
67	325 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	66
68	330 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	67
69	335 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	68
70	340 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	69
71	345 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	70
72	350 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	71
73	355 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	72
74	360 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	73
75	365 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	74
76	370 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	75
77	375 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	76
78	380 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	77
79	385 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	78
80	390 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	79
81	395 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	80
82	400 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	81
83	405 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	82
84	410 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	83
85	415 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	84
86	420 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	85
87	425 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	86
88	430 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	87
89	435 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	88
90	440 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	89
91	445 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	90
92	450 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	91
93	455 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	92
94	460 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	93
95	465 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	94
96	470 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	95
97	475 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	96
98	480 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	97
99	485 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	98
100	490 East Citizen Review	Mon 8/26/24	Mon 8/26/24	0 days	99





**Jersey Central Power & Light Co.  
Former MGP Facility - Phillipsburg, NJ  
Schedule of Environmental Events**

EVENT				
	2020	2021	2022	2023
Interim Removal of Historical Tar Well (COMPLETED in 2014)				
Interim Removal of Historic Gas Holders and Adjacent Soil (COMPLETED in 2016)				
Groundwater Bedrock Horizontal Delineation (COMPLETED in 2019)				
Groundwater Bedrock Vertical Delineation	Completed			
Submit RI for Soil and Groundwater (COMPLETED in 2019)				
Groundwater Remediation Pre-Design Data Collection (COMPLETED in 2019)				
Implement Groundwater RA (Injection of PersulfOx)	Completed			
Remedial Action Reporting (RAR) - Soil			Q2	
Engineering Control for Soil (Asphalt Cap)		Completed		
Institutional Control for Soil (Deed Notice)			Q2	
Remedial Action Permit - Soil			Q3	
Response Action Outcome - Soil			Q3	
Quarterly Groundwater Sampling		Q1-Q4	Q1-Q4	
Remedial Action Reporting (RAR) - GW				Q3
Remedial Action Permit - Groundwater				Q3
Biennial Certification (Soil and Groundwater)				Q3

**ACRONYMS**

RI - Remedial Investigation  
RASR - Remedial Action Selection Report  
RAWP - Remedial Action Work Plan  
RA - Remedial Action  
RAR - Remedial Action Report  
RAO - Remedial Action Outcome

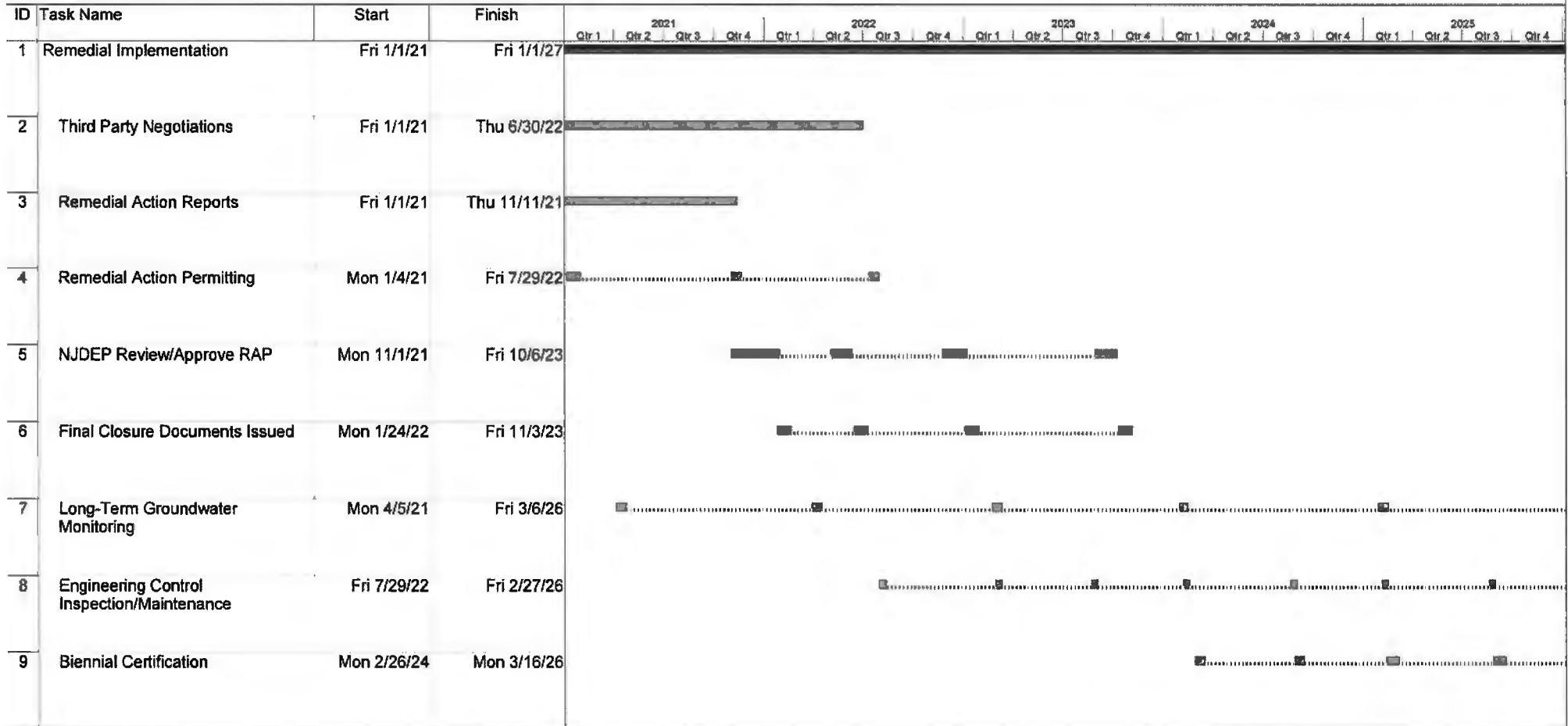
**Project Schedule**  
 Red Bank Former MGP Site  
 Red Bank, New Jersey

March 22, 2022

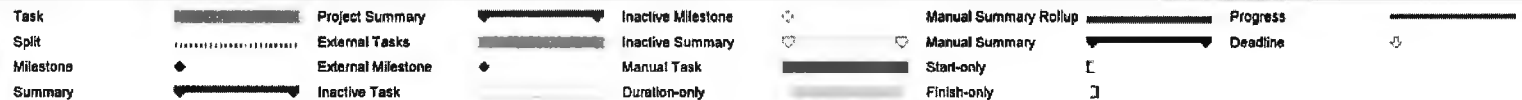
TASK	2022												2023												2024											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Submit Remedial Timeframe Notification Form to NJDEP for Remedial Action Regulatory Timeframe Extension			■																																	
Conduct Soil Sampling to Refine Deed Notice Boundaries and Evaluate Clean Soil Cover for Engineering Control				■	■																															
Obtain Deed Notices for Affected Properties						■	■	■	■	■	■	■																								
Prepare Remedial Action Report, Technical Impracticability Determination Application, and Remedial Action Permit Applications for Submission to NJDEP										■	■	■																								
Obtain Technical Impracticability Determination and Remedial Action Permits from NJDEP																			■																	
Conduct Groundwater Monitoring for Monitored Natural Attenuation Remedy						■			■			■																			■					

- Notes:**
- All target completion dates are dependent on responses from property owners and the New Jersey Department of Environmental Protection (NJDEP).
  - Schedule assumes approval of a Technical Impracticability Determination from NJDEP.
  - Soil sampling activities are dependent upon obtaining permission from property owners.
  - Completion dates for each task are assumed to be the last day of the month, unless otherwise specified.

**Project Schedule  
Sea Isle City Former MGP Site  
Sea Isle City, New Jersey**



Project: SIC Summary Schedule 2021-2025  
Date: Tue 4/12/22



### Former Washington MGP Remediation Project Schedule

ID	ID	Task Name	Duration	Start	Finish	Jan '20	May '20	Sep '20	Jan '21	May '21	Sep '21	Jan '22	May '22	Sep '22	Jan '23	May '23	Sep '23	Jan '24	May '24	Sep '24	Jan '25	May '25	Sep '25
1	1	Program Duration	1541 days	Fri 1/1/21	Fri 11/27/26																		
2	2	Remedial Action Report	516 days	Fri 1/1/21	Fri 12/23/22																		
3	3	Deed Notice Preparation	52 wks	Fri 1/1/21	Thu 12/30/21																		
4	4	Remedial Action Permit for Soil Preparation	12 wks	Fri 12/31/21	Thu 3/24/22																		
5	5	Finalize RAR- LSRP Review RAR	4 wks	Fri 3/25/22	Thu 4/21/22																		
6	6	Submit RAR Permit Application to NJDEP	0 days	Fri 5/27/22	Fri 5/27/22																		
7	7	NJDEP RAR Permit Review and Approval	26 wks	Mon 5/30/22	Fri 11/25/22																		
8	8	LSRP Issue RAO for Soils	20 days	Mon 11/28/22	Fri 12/23/22																		
9	9																						
10	10	Post-Remediation Groundwater Monitoring	1455 days	Mon 5/3/21	Fri 11/27/26																		
11	11	Annual Groundwater Monitoring	4 wks	Mon 5/3/21	Fri 5/28/21																		
12	12	Remedial Action Report for Groundwater Prep	44 wks	Mon 5/31/21	Fri 4/1/22																		
13	13	Remedial Action Permit Preparation	4 wks	Mon 4/4/22	Fri 4/29/22																		
14	14	Finalize RAR- LSRP Review RAR	4 wks	Mon 5/2/22	Fri 5/27/22																		
15	15	Submit RAR Permit Application to NJDEP	0 days	Fri 5/27/22	Fri 5/27/22																		
16	16	Annual Groundwater Monitoring	20 days	Mon 5/30/22	Fri 6/24/22																		
17	17	NJDEP RAR Permit Review and Approval	26 wks	Mon 5/30/22	Fri 11/25/22																		
18	18	LSRP Issue RAO for Groundwater	20 days	Mon 11/28/22	Fri 12/23/22																		
19	19																						
20	20	Post- Remediation Monitoring	1045 days	Mon 11/28/22	Fri 11/27/26																		
21	21	Annual Engineering Control Inspection and Maintenance	209 wks	Mon 11/28/22	Fri 11/27/26																		
22	22	Annual Groundwater Monitoring	209 wks	Mon 11/28/22	Fri 11/27/26																		
23	23	Submit Biennial Certification Reports to NJDEP	105 wks	Mon 11/25/24	Fri 11/27/26																		

**PROJECT SCHEDULE  
WILDWOOD FORMER MGP SITE  
WILDWOOD, NEW JERSEY**

ID	Task Name	Start	Finish	2022				2023				2024							
				Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
1	<b>Post Remedial Action Reporting (Soil)</b>	Wed 12/22/21	Tue 12/31/24	◆ 12/22															
2	Finalize & Submit Remedial Action Report for Soil	Wed 12/22/21	Wed 12/22/21	◆ 1/13															
3	Finalize & Submit Remedial Action Permit Application for Soil	Thu 1/13/22	Thu 1/13/22																
4	NJDEP Review/Approval of Soil Remedial Action Permit Application	Fri 1/14/22	Fri 12/30/22																
5	Soil Deed Notice Annual Inspections and RAP Biennial Certifications	Mon 1/22/23	Tue 12/31/24																
6	<b>Post Remedial Action Reporting (Groundwater)</b>	Wed 12/22/21	Tue 12/31/24	◆ 12/22															
7	Finalize & Submit Remedial Action Report for Groundwater	Wed 12/22/21	Wed 12/22/21	◆ 1/13															
8	Finalize & Submit Remedial Action Permit Application for Groundwater	Thu 1/13/22	Thu 1/13/22																
9	NJDEP Review/Approval of Groundwater Remedial Action Permit Application	Fri 1/14/22	Fri 12/30/22																
10	Groundwater RAP Biennial Certifications	Mon 1/22/23	Tue 12/31/24																
11	<b>Remediation System Operation and Monitoring (Groundwater)</b>	Mon 1/03/16	Tue 12/31/24																
12	Treatment System Monitoring-Continuous	Fri 1/11/21	Tue 12/31/24																
13	<b>Groundwater Monitoring and Reporting</b>	Mon 1/02/18	Tue 12/31/24																
14	Semi-Annual Monitoring	Mon 1/02/18	Mon 9/30/24																
15	Semi-Annual Reporting	Mon 1/02/18	Mon 9/30/24																
16	Annual Monitoring	Fri 8/29/23	Tue 12/31/24																
17	Annual Reporting	Fri 9/29/23	Tue 12/31/24																

Project: Wildwood Form MGP

Task 

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

16. Provide an update concerning the status of discussions with the NJDEP concerning its NRD initiatives well as any other NRD-related activities with claimed confidential information provided pursuant to a confidentiality agreement. Such update will include information about NRD-related expenditures during the prior RAC period and related documentation, as well as total NRD-related expenses deferred to date.

**Response:**

In 2016, the Company completed its proposed settlement of NRD claims of the State of New Jersey against the Company with respect to the Company's MGP and other Sites under remediation before the NJDEP. In 2016, the Company also received the NJDEP release in the Company's and other Settling Parties' favor.

The sites subject to the settlement have known or suspected groundwater plumes and/or nearby ecological receptors, and the NJDEP asserts as trustee for the natural resources that it is entitled to redress for those historic damages. On-going monitoring of the NJDEP announcements on settlements confirms that the Company settlement is one of the largest and most complex that has been settled.

A separate cost collector within the Company's SAP Accounting System was established to separately track expenses related to Natural Resource Damage ("NRD") claims. There were no charges in 2021 to the NRD cost collector account.

Total NRD-related expenses deferred to date by year is provided in Footnote (c) on page 2 of Attachment A-1.

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

17. Provide information about unreasonable delays in remediation efforts caused by the inability to obtain requisite approvals, clearances, or other rights from the NJDEP, local authorities or property owners, or other circumstances that are unduly impeding remediation efforts. The Company will address issues that are outside of the ordinary experience for these matters.

**Response:**

The Company interprets this MFR as seeking to identify events or activities by others (i.e., NJDEP, local authorities, or property owners) that have had an adverse effect on the schedules for implementing the remediation activities related to its MGP sites. Whereas it is not reasonable to expect that all such potential events or activities can be defined at this time, we shall describe those that are currently known to the Company's remediation program.

In general, they are: a) Third-party access issues (i.e., private and government property owners, including rail lines); b) NJDEP Site Remediation and other Program delays; c) Municipal and County scheduling and permitting requirements and delays; d) NJDEP Remedial Action Permit (RAP) process; and e) the 2020 COVID-19 Pandemic. Each of these potential issues is described below. In addition, the implementation and learning curves of dealing with Site Remediation Reform Act (SRRA) Licensed Site Remediation Professionals (LSRPs) and NJDEP have caused some unexpected delays, and transfer of internal and external resources, from investigating/remediating sites to filling out forms and making sure that "all the proper boxes are checked" and information provided in order to comply with the new 2012 regulations and guidance, at least in prior years. In 2014, NJDEP began to implement its new Remedial Action Permit process such that some added long term issues and delays are now evident. The Company has actively participated in the Site Remediation Industry Network (SRIN) and Site Remediation Advisory Group (SRAG) to provide comments and examples to the NJDEP where they have over-stepped their authority in reviewing these Remedial Action Permits. These are discussed below as well. **See** MFR-8 specifically 8h and 8i for additional information.

- a) There are approximately 100 third-party owned properties at which MGP contamination has been detected by sampling. In order to investigate and/or remediate these properties, agreements for purchase, access, deed notice, RAPs and/or settlement must be sought and obtained. Each agreement must be negotiated with each property owner, owners and/or operators, often having and using their own personnel, lawyers, and experts, sometimes having little to no familiarity with environmental issues or requirements. These persons and entities often are not amenable to allowing access to the property or providing consent to the proposed remedial strategy. These efforts have been delayed in 2020 due to the

**Jersey Central Power & Light Company**  
**2021 RAC Minimum Filing Requirements**

COVID-19 Pandemic. See below. In several instances these persons and entities have been unresponsive to our requests, have delayed or denied access or approval, and/or made unacceptable demands for compensation or other contractual provisions (such as to bind the Company to remediate conditions for which the Company has no liability, such as off-site discharges by third parties or historic fill). Even when these persons or entities do not use delaying tactics, delays are encountered as the Company attempts to negotiate a settlement which is mutually acceptable to both parties. In isolated instances persons signing such agreements may decline, at least somewhat, to honor their terms when and as required. While the Company recognizes that access for investigation or enforcement of agreements, or enforcement of signed agreements, deed notices and RAPs, may be obtained through litigation, and NJDEP seemingly requires such litigation, this may not be the most speedy or effective approach given that, as described in MFR-8, the requirements for site remediation include, for example, that the owner of the contaminated property must agree, in writing, to the implementation of the limited restricted use or restricted use remedial action and requirements for engineering and/or institutional controls which have compliance obligations into the future, even after title transfer to these properties. Therefore, for example, if an agreement cannot be reached and access for sampling or remediation through litigation is sought against the property owner, even if access is permitted by settlement or the Judge the property owner may nonetheless thereafter reject a request for a deed notice and require instead, as permitted by law, that the property be remediated to the most stringent NJDEP cleanup criteria: in some cases this may be impracticable (for example due to depths of required excavations or existence of improvements, such as roads, that would be severely impacted for long periods, or the need to demolish existing structures, themselves requiring planning, engineering, permits, approvals and negotiations). Similarly, for example, even if an agreement has been reached or signed, if a current owner declines to honor that agreement, perhaps because it was made by a prior owner (even if recorded so that the new owner had legal notice of it) or perhaps because NJDEP requirements have changed since the agreement was made (for example as to remedial action permits [RAPs] or significant changes in remediation standards ), the result of any litigation against the property owner may be uncertain or, even if successful, that property owner may thereafter be uncooperative, resulting in added costs and risks to the Company. In some of these cases, the result to the Company could be a requirement to implement a remedial strategy that is contrary to the objective of developing remedial actions that are both protective of human health and the environment and cost effective or technically impractical. Also, such a property owner could then assert other claims against the Company, which claims could have the effects of adverse publicity, adverse effects on local officials or other neighbors, or increased legal costs and other losses.



**Jersey Central Power & Light Company**  
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- b) Due to ongoing changes in the Licensed Site Remediation Professional (LSRP) program, Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and technical regulations and guidance, the NJDEP Site Remediation Program has undergone major programmatic changes. (**See** MFR-8 for additional information on these NJDEP initiatives). During the interim time period from the adoption of SRRA in May 2009 to the requirement to retain an LSRP in May 2012, many NJDEP personnel either terminated their employment or retired, were reassigned from SRP case management to other SRP functions or transferred from the SRP program into other DEP programs. In late 2011/early 2012 letters were received by the Company indicating that the NJDEP case managers had been reassigned and that the NJDEP would not be assigning new case managers. In order to comply with the requirements of SRRA, the Company retained LSRPs prior to the mandatory May 2012 date for conversion of remedial oversight from NJDEP to a LSRP. Prior to SRRA's adoption, NJDEP delays were extended, sometimes beyond 12 months. Since SRRA's adoption and prior to conversion to LSRPs, such delays worsened, and prior to the receipt of these reassignment letters, it was difficult to predict the NJDEP review times for document submittals making it difficult to determine how best to proceed cost effectively. Since the Company's retention of LSRPs, initial efforts have been focused on properly preparing and filing NJDEP forms and checklists, and the completion of Remedial Investigations by the May 2014 or May 2016 deadlines to ensure that the sites remained in compliance. The future schedule for work may be expedited given the existence of mandatory NJDEP deadlines. In many cases NJDEP allows for requests for extension, if filed in advance of missing the particular deadline, for acceptable cause, but does not permit filing of such requests sooner than 60 days before the relevant deadline. **See** MFR-8 specifically 8j for additional information. While the LSRPs have significant powers and responsibilities for remediation, they do not have sole power and responsibility. Permitting, (including land use permitting and remedial action permits for soil and groundwater) for example, remains under NJDEP control. The absence of continuity of personnel within NJDEP familiar with the Company's sites, and loss of reviewer expertise, sometimes results in inefficiencies as NJDEP questions materials submitted for permits or approvals, or fields questions from owners or neighbors, lacking knowledge of its own, and unwilling to fully defer to the Company or its LSRPs in such matters, increasing delays, inefficiencies and costs. In fact, in an August 2019 NJDEP notification, NJDEP has advised that approvals, comments and authorizations previously provided via email or during conferences are not binding on NJDEP unless memorialized and provided in a formal NJDEP document. Some staff at NJDEP have used the Remedial Action Permit (RAP) approval process as a means to provide comment on activities unrelated to the applicable permits, or for re-examination of prior decision-making, including of NJDEP personnel, further unwilling to defer to the Company or its LSRPs in such matters, increasing delays, inefficiencies and costs. NJDEP has stated publicly that

## **Jersey Central Power & Light Company** **2021 RAC Minimum Filing Requirements**

as a practical matter NJDEP staff view the application for a RAP as one of the last opportunities NJDEP has to question the LSRP about investigation and remedial efforts, decisions, and alternatives. This is of particular concern to the Company as its sites are complex, have long histories going back to the 1980s, and are more susceptible to NJDEP demands for added review and justification, and potentially new work. Because of this, delays in RAP processing have increased and is it expected that further delays and increases in costs will be incurred, perhaps more so hereafter as RAPs are sought on the MGP Sites as the Company's sites each approach its own mandatory deadlines, extended in March 2020 by NJDEP for a year due to COVID-19.

With respect to land use permitting, the NJDEP routinely requests extensions to their 90-day review timeframe or provides minor comments or revisions to documents at the end of the review/extension timeframe. In accordance with the regulations, land use permits should be reviewed and issued within 90-120 days. Based on our experience, complex permits take 180 days or more for the review and approval process to be completed. Sites with ecological issues often take longer. This can add significant delays during the remediation process. As discussed with NJDEP, part of the issue is the complexity of the sites, while some of the delays can be attributed to the mandatory remediation deadlines causing an increase in permit submittals (with no increased NJDEP staff).

In 2016, (on two sites) the review and approval of Ecological Risk Assessments (ERAs) has also caused significant delays in the remediation process. This NJDEP review continued into 2018 for one of the sites. The NJDEP allows for the use of Alternative Remediation Standards / ecological risk-based remediation goals. However, the NJDEP (and not the LSRP) is responsible for the approval of such alternative standards. The LSRP is responsible for providing the technical basis for calculating the alternative standards. The NJDEP, while allowing some flexibility with the alternate standards, has in both of these Company's cases, asked that the Company use alternate standards that were developed for other high-profile sites/cases that are unrelated to our sites. No basis for the use of these standards has been provided by NJDEP.

In addition, NJDEP and the Board licensing LSRPs have increasingly turned some attention and effort to enforcement type processes and communications, including audits and reviews of filed documents, LSRP decisions, and issued or pursued demands for rescission, revision, withdrawal, or complaints. While few of these have directly impacted Company matters, it is clear that LSRPs are behaving with greater reflection, delay and conservative approaches than previously in order to avoid the impact of such NJDEP and Board behaviors on them and their matters, including those of the Company. In some instances, there have been more rounds of review and revisions of documents prior to

## **Jersey Central Power & Light Company** **2021 RAC Minimum Filing Requirements**

implementation, in whole or in part associated with such circumstances and others (for example, changes in NJDEP forms and guidance). There is future risk of NJDEP and Board audit and review of LSRP decisions on Company matters, particularly as NJDEP's guidance rarely address complex sites with decades of history and data, such as most Company matters.

- c) Municipalities and Counties can exercise jurisdiction over some aspects of remediation work. Some Municipalities and Counties require, for example, excavation permits, demolition permits, construction permits, site plan applications and approvals, and other reviews before work can proceed. Some require non-negotiable indemnities and other sureties as conditions of consent. Others impose restrictions on the periods, dates, or times of such work (e.g., Cape May). In addition, some MGP Sites are in multiple jurisdictions (e.g., Dover and Rockaway), posing some risk of added delays due to conflicting positions. In recent years, except as noted below, the Company's community relations efforts have made it easier to obtain most required municipal approvals in due course. This could change. Historically some municipalities (e.g., Belmar, Dover, and Rockaway) have been more difficult in providing approvals (including requiring site plan approval) than others (e.g., Wildwood). Also, many of the municipalities are more interested in governmental issues and require presentations to be made to either the planning board and/or to the Mayor and council (e.g., Dover, Rockaway, Cape May, and Asbury Park). This can delay projects as it is necessary to get on the agendas and formalize approvals. This is true for review and approval of Notices in Lieu of Deed Notices (applicable for some streets and right of ways) which require resolutions. Many MGP sites are located within shore or tourist communities that place a restriction on major construction activities being undertaken during certain periods of the year (e.g., summer months in many shore communities; Christmas and other holidays in Cape May). In these locations, it can be necessary to delay initiation of some work, and/or schedule remedial activities in phases, so that these limits are observed. Historically, changes in municipal governance, for example, as a result of elections, creates added risks to the Company's efforts, even when prior written agreements have been executed. Periodic changes within Cape May, for example, have exposed the Company to concerns that new administration and other officials (business administrator; counsel) might not fully understand and accept prior decisions of prior administrations. Also, for example, it is unclear whether the City of Cape May will fulfill its obligations to compel its affiliates (such as the Cape May Housing Authority [CMHA]) to provide a deed notice (as to which the CMHA has expressed some resistance but is still exploring options with the Company regarding signing a deed notice).
- d) On many sites the Company's strategy has pursued partial excavations and removals rather than full remediation scenarios (for example, in Cape May). This has saved some of the costs of excavation and disposal, as well as the

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costs of compensation, acquisition, restoration of damaged or demolished improvements. However, this results in the use of deed notices for soils and engineering controls (caps or covers, for instance) and classification exception areas (restricting groundwater use) to manage residual impacts. SRRA created a new program requiring NJDEP to issue remedial action permits (RAPs) for each of the affected sites so remediated, with a range of requirements. Since 2014 the Company has experienced some of the new requirements for RAPs. The applications for RAPs are sometimes complex and often require assembly of organized electronic copies of past submissions and data, often not available in the form now required by NJDEP, to support the application. This requirement itself takes significant time and effort. Satisfying this requirement sometimes identifies issues previously resolved by a decision of the NJDEP, which must be reexamined by the Company and LSRP if the application for the RAP is to rely on it. Sometimes the LSRP is reluctant to rely on that decision without further effort. This further effort itself delays pursuit of the RAP and all that depend on the RAP (such as issuance of a partial or final response action outcome (RAO) (NJDEP's prior no further action letters). The RAP can require signatures and consents from various persons and entities. The effort to seek these items can consume time and resources, and often meets with new resistance because of the requirements imposed on those signing, even when the Company agrees to be responsible for the obligations and indemnifies those persons or entities. In 2014, the Company, in part with the assistance of its outside lawyer, succeeded in convincing NJDEP to rescind any requirement for site owner consent to the application for a RAP if other evidence of consent to a deed notice was provided. (But generally, NJDEP still wants owner consent.) Since then, problems have arisen in NJDEP's approach to permitting on remediation sites having multiple owners and parcels with multiple tax block and lot numbers (e.g., in Cape May). RAPs impose several new requirements and costs, including permit fees and in some cases the obligation for a permanent financial assurance. As noted earlier, NJDEP itself views the RAP application process as providing an opportunity for NJDEP to review and question the LSRP's work prior to application, and sometimes its own prior decisions. Finally, the RAP process, and related biennial inspection and certification process, and the requirement for LSRP involvement (not expressly required in SRRA itself but clearly required under NJDEP 2014 policy announcements), not only increase costs to the Company but increases the risks of further future requirements if and as future LSRPs question the effectiveness of current remedial decisions under current NJDEP requirements. Given the relative youth of the RAP aspects of NJDEP's remedial permits, further changes and requirements can be expected, some of which will result in added costs and risks. However, the RAP process is likely to have an adverse effect on the Company's ability to meet mandatory deadlines (although extensions may be available by law if and to the extent NJDEP scheduling delays issuance of necessary deadlines, without due cause by NJDEP to do so).

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2020 brought the challenge of dealing with COVID-19 and various governmental and other responses to same. Personnel serving the Company, including LSRPs and contractors, were less readily available. Remedial efforts were delayed. NJDEP personnel and those of municipalities, neighbors, owners, and operators were less available, and interactions were more difficult, and responses often delayed. Face to face meetings were discouraged. Some personnel were directly impacted for periods of time; others were distracted or had other priorities than the Company. In response to the pandemic and government responses and requirements, many implemented a range of steps intended to limit the spread and impact of the disease. For example, many offices and other locations were closed. Services were curtailed. Travel was restricted. Quarantines and other protective measures were taken. Some personnel became sick. Alternatives were sought and some measures avoided full cessation or failures in remedial efforts, or allowed continued progress, sometimes at a slower pace. Significant delays in a wide range of efforts resulted. In 2021 these delays continued and also included supply chain issues. For example, at the Boonton MGP site significant delays were realized as parts for the groundwater treatment system could not be obtained and had to be placed on backorder. Of particular note, in March 2020 NJDEP provided a one-year extension of deadlines to recognize these effects. The full extent of impacts is not yet known. Further impacts and delays are likely. In December 2021, the Company began to draft extension requests for submittal to NJDEP for the approaching May 2022 regulatory and mandatory deadlines. The NJDEP approved the extension requests in April/May 2022 for the sites with regulatory and mandatory deadlines. See MFR-12 for more information.