Transcontinental Gas Pipe Line Company, LLC
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January 21, 2020

Joslin C. Tamagno, Environmental Supervisor
Bureau of Urban Growth and Redevelopment
NJDEP Division of Land Use Regulation
Department of Environmental Protection
Division of Land Use Regulation
501 E. State Street, Second Floor
Trenton, New Jersey 08609

RE: Supplement to Request for Freshwater Wetlands Individual Permit with 401 WQC; Flood Hazard Area Individual Permit; and Waterfront Development Individual Permit with 401 WQC and Coastal Zone Consistency Determination and Response to Deficiency Letter

Transcontinental Gas Pipe Line Company LLC
Northeast Supply Enhancement Project
Compressor Station 206 – Franklin Township, Somerset County, NJ
Madison Loop – Old Bridge Township and Sayreville Borough, Middlesex County, NJ
Raritan Bay Loop – Sayreville Borough, Middlesex County, NJ

Dear Ms. Tamagno,

As you are aware, on March 27, 2017, Transcontinental Gas Pipe Line Company, LLC (Transco) filed an application with the Federal Energy Regulatory Commission (FERC) requesting a Certificate of Public Convenience and Necessity (Certificate) under Section 7(c) of the Natural Gas Act (NGA) for its Northeast Supply Enhancement Project (NESE or Project). The Project was assigned Docket No. CP17-101 by FERC, which docket may be accessed at www.ferc.gov. On May 3, 2019, FERC issued, in its Docket No. CP17-101-000, a Certificate authorizing Transco to construct, operate, and maintain the Project.

Transco previously submitted applications to the New Jersey Department of Environmental Protection (Department or NJDEP) for a Freshwater Wetlands Individual Permit (which constitutes the Clean Water Act Section 401 Water Quality Certificate and Section 404 dredge and fill permit) and Flood Hazard Area Individual Permit and Verification on June 22, 2017, and a Waterfront Development and Wetlands Act of 1970 Individual Permit (which constitutes the offshore Water Quality Certificate and Coastal Zone Management Act consistency

determination) on July 7, 2017.[1] Transco withdrew these applications on June 15, 2018 to give NJDEP additional time to comply with the timeframes by which it must act on Transco's request for a Water Quality Certificate pursuant to Section 401(a)(1) of the Clean Water Act, 33 U.S.C §1341(a)(1). Transco submitted new permit applications to NJDEP for these same approvals on June 20, 2018.[2] By letter dated June 5, 2019 (Denial Letter), NJDEP denied, without prejudice, Transco's Freshwater Wetlands Individual Permit application, Flood Hazard Area Individual Permit application, and Waterfront Development and Wetlands Act of 1970 Individual Permit application. Transco reapplied for these same permits on June 12, 2019.[3]

Again, in order to give NJDEP more time to review its Waterfront Development Permit application, Transco withdrew the application and reapplied on October 28, 2019.[4] However, Transco ultimately withdrew all pending permit applications on November 26, 2019. On November 27, 2019, NJDEP acknowledged Transco's withdrawal of all pending Land Use Program permit applications and outlined certain deficiencies that Transco should address in the event that new permit applications are submitted.

Enclosed for filing with NJDEP are copies of Transco's new applications for a Freshwater Wetlands Individual Permit, a Flood Hazard Area Individual Permit and Verification, and a Waterfront Development and Wetlands Act of 1970 Individual Permit. Transco is also attaching an executive summary outlining Transco's effort to avoid and minimize impacts to regulated features over the past two-and-a-half years (Attachment 1), a response to each of the deficiencies identified in NJDEP's November 27, 2019 letter (Attachment 2), responses to commonly received public comments on Transco's previous permit applications for the Project (Attachment 3), and a fact sheet with responses to frequently asked questions pertaining to the Project (Attachment 4).

The information provided in these applications will allow NJDEP to complete its review in accordance with NJDEP's regulations and issue the requested authorizations in alignment with the proposed schedule.

If you require any additional information that will facilitate NJDEP's review, please contact Karen Olson at (713) 215-4232 or at Karen.Olson@williams.com, or Scott Horner at (713) 215-4953 or at Scott.Horner@williams.com. Alternatively, you can contact Sara Mochrie, Project Manager at Ecology & Environment, Inc., at (716) 684-8060 or via email at smochrie@ene.com.

[1] NJDEP File #s: 0000-01-1001.3 FWW170001, FHA 170001, FHA 170002; 1200-17-0006.1 CSW170001, WFD 170001, WFD 170002
[2] NJDEP File #s: 0000-01-1001.3 FHA180001, FHA180002, FWW180001, WFD180001, WFD180002, CSW180001
[3] NJDEP File #s: 0000-01-1001.3; LUP 190001 & 190002
[4] NJDEP File #s: 0000-01-1001.3; LUP 190003

Sincerely,

Joseph Dean
Manager, Environmental Health and Safety

cc (via e-mail):

Ginger Kopkash, Assistant Commissioner, NJDEP
Diane Dow, Director DLURP NJDEP
Christopher Jones, Manager, DLURP, NJDEP
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ATTACHMENT 1

Executive Summary Of Transco's Efforts To Avoid And Minimize Environmental Impacts

I. Introduction

This executive summary highlights the key measures Transco has taken over the past two-and-a-half years to refine its Project to avoid and minimize impacts to regulated features to the greatest extent practicable.

In New Jersey, the Project consists of two pipeline segments that will be co-located with Transco's existing pipeline system and a new compressor station:

- the Madison Loop, a 3.43-mile segment of 26-inch diameter pipeline in Middlesex County.
- the Raritan Bay Loop, a 23.49-mile segment of 26-inch diameter pipeline (0.16 mile onshore and 23.33 miles offshore) in Middlesex County, New Jersey, to the Rockaway Transfer Point in New York State waters. Of the 23.33 miles offshore, only 5.95 miles of the Raritan Bay Loop is located in New Jersey waters.
- CS 206, a new compressor station in Somerset County, New Jersey.

Since its initial applications filed in June 2017, Transco has continually improved the Project by reducing impacts to wetlands, transition areas, and riparian zones. Specifically, over the course of this permitting process, Transco has reduced permanent wetlands impacts by 3.583 acres, bringing the total permanent wetlands impacts associated with the entire Project to just 1.179 acres. Similarly, taking into consideration the Department's acceptance of the barred owl sighting in April 2019, wetland transition areas have been reduced from 4.186 acres to 1.630 acres, and riparian zone impacts have been reduced from 2.754 acres to 1.734 acres.

A. Madison Loop Site Specific Avoidance and Minimization

Transco has continuously improved the Project by further minimizing its environmental impacts associated with the Madison Loop in the following ways:

- Reducing the proposed construction ROW to 75 feet for all wetland and waterbody crossings where open-cut construction is proposed.
- Continuing the 75-foot reduction through riparian zones and transition areas to further reduce impacts on NJDEP-regulated features.
- Proposing conventional boring and horizontal directional drill methodologies to install the pipeline across specific wetlands and in areas where there are existing structures, such as a stormwater detention basin.

B. CS 206 - Reduction of Impacts Related to Siting

Based on NJDEP acceptance of a Barred Owl report at CS 206 in May 2019, Transco immediately undertook additional detailed engineering to further reduce impacts to the exceptional value forested wetland transition areas for construction of CS 206 and siting of the stormwater infiltration basin. These reductions eliminated impacts to exceptional value wetland transition areas along the eastern boundary of the CS 206 site and reduced impacts to exceptional value wetland transition areas by a total of 1.807 acres. To achieve this reduction Transco:

- Reduced the footprint of the infiltration basin, resulting in no impacts to exceptional value wetland transition areas by the infiltration basin footprint based on field-verified soil types and by modifying the impervious surfaces within CS 206.
- Adjusted the limits of disturbance along the eastern boundary of the CS 206 site, further reducing impacts to exceptional value wetland transition areas.

Transco further redesigned the suction and discharge piping to reduce impacts to the maximum extent practicable by relocating the piping and reducing the ROW width to 80 feet.

More importantly, in response to the Department's concerns over impacts associated with access to the CS 206 site, Transco proposes to relocate its proposed access road to the Higgins Farm property. In doing so, Transco has eliminated all impacts to wetlands, transition areas, and riparian zones related to access to the site. This change alone would reduce permanent wetlands impacts by 2.9 acres and bring the total permanent wetlands impacts associated with the entire Project to just 1.179 acres.

ATTACHMENT 2

Response to the Department's November 27, 2019 Letter

By letter, dated November 27, 2019, NJDEP acknowledged Transco's withdrawal of its applications for a Freshwater Wetlands Individual Permit, Flood Hazard Area Individual Permit and Verification, and Waterfront Development Individual Permit, and set forth statutory and regulatory deficiencies associated with the withdrawn applications that Transco would need to address in the event Transco reapplied for these same permits. Specifically, NJDEP stated: (1) that in order to establish a compelling public need for the Project, Transco would need to demonstrate concurrence from New York that the additional natural gas capacity to be supplied by the Project is needed; (2) that Transco take the necessary steps to obtain authorization from the FERC and obtain the property rights necessary to use the Higgins Farm access road; and (3) that Transco provide a monitoring plan for its proposed dredging and jet plow activities, as well as adaptive management procedures that Transco could implement in the event State Water Quality Standards (SWQS) are exceeded.

I. TRANSCO HAS DEMONSTRATED THAT IT SATISFIES THE FRESHWATER WETLANDS PROTECTION ACT RULES REGARDING REGULATED ACTIVITIES WITHIN EXCEPTIONAL RESOURCE VALUE WETLANDS

As required by the Freshwater Wetlands Protection Act (FWPA) Rules, an applicant that proposes a non-water dependent activity within exceptional resource value wetlands must establish that there is either:

> (1) a compelling public need for the proposed activity greater than the need to protect the freshwater wetland or trout production water, and that the need cannot be met by essentially similar projects in the region which are under construction or expansion, or which have received the necessary governmental permits and approvals; or
>
> (2) [t]hat denial of the permit would impose an extraordinary hardship on the applicant brought about by circumstances peculiar to the subject property. (emphasis added) [N.J.A.C. 7:7A-10.4(a).]

Importantly, the Rules require only that an applicant establish either a compelling public need or extraordinary hardship. Transco's application establishes both.

A. The FERC's Issuance of A Certificate Of Public Convenience And Necessity Conclusively Established A Compelling Public Need For The Project

The Department has historically relied on FERC's issuance of a Certificate of Public Convenience and Necessity (Certificate) to satisfy the requirement set forth in N.J.A.C. 7:7A- 10.4, that there

be a compelling public need for the regulated activity. For instance, on Transco's Leidy Southeast Expansion Project, the Department specifically relied on the FERC Certificate, stating:

> FERC has issued an Order dated December 18, 2014 which determined that 'the project is required by the public convenience and necessity,' therefore, there is need for the project. The Department concurs that there is a compelling public need for the project that cannot be met with similar projects in the region. [April 6, 2015 Staff Summary Report, DLUR File No. 0000-13-0012.1.]

This determination was challenged at the U.S. Court of Appeals for the Third Circuit and was ultimately upheld. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d 360, 380 (3d Cir 2016)(holding that NJDEP appropriately determined that the compelling public need for the project outweighed the impact on exceptional resource value wetlands).

The Department's historic reliance on the FERC Certificate is not limited to the review of applications for Land Use Regulation Program permits. The Department has also relied on FERC's issuance of a Certificate in the context of Green Acres diversions for interstate natural gas pipeline projects. Similar to the FWPA Rules, the Green Acres Rules require that a project for which a disposal or diversion of parkland is proposed fulfill a compelling public need. N.J.A.C. 7:36-26.1(d). For over the past 10 years, the Department has pointed to FERC's issuance of a Certificate as satisfying this requirement. See e.g. December 29, 2014 State House Commission Summary of Montgomery Township's diversion request in connection with Transco's Leidy Southeast Expansion Project (conditioning approval of the diversion on FERC's issuance of a Certificate to Transco); May 14, 2012 State House Commission Summary of Ringwood Borough's diversion request in connection with Tennessee Gas Pipeline Company, L.L.C.'s Northeast Upgrade Project (same).

On May 3, 2019, FERC issued a Certificate to Transco finding that "the public convenience and necessity requires approval of the project." Certificate at ¶18. Accordingly, FERC's determination should be all that is required to satisfy the compelling public need requirement under N.J.A.C. 7:7A-10.4 since it is consistent with the Department's longstanding interpretation of its regulations and reliance on the FERC Certificate in satisfaction of the applicable regulations.

However, the Department is now arbitrarily requiring that New York concur with FERC's finding of need to ensure that the Project is not constructed in New Jersey without an endpoint for the proposed additional capacity. We believe this requirement is contrary to the law and a break from precedent.

Every issued permit includes a standard condition that the permitee must obtain all applicable federal, state and local permits. N.J.A.C. 7:7A-20.2(b)3. This condition would address the Department's concerns regarding construction occurring in New Jersey before New York has acted on Transco's request for federal authorizations. The Department could also require, through a pre-construction permit condition, that Transco not begin construction in New Jersey without having received the necessary federal authorizations from New York.

To the extent the Department is requiring New York's concurrence for the Department to issue a permit, such a requirement is outside the bounds of well-established law. FERC has exclusive authority to determine whether an interstate natural gas pipeline project is in the public convenience and necessity, and FERC has spoken. See Schneidewind v. ANR Pipeline Co., 485 U.S. 293, 300-301 (1988) (holding that where state regulation affects the ability of the FERC to regulate interstate natural gas, the state regulation will be preempted); See also Islander East Pipeline v. Conn. Dept. of Envtl. Prot., 467 F.3d 295, 305 (2d Cir.2006) ("Congress wholly preempted and completely federalized the area of natural gas regulation by enacting the NGA"); and National Fuel Gas Supply Corp. v. Public Service Com'n of State of N.Y., 894 F.2d 571, 579 (1990)(holding that issues sought to be regulated by the New York Public Service Commission, including the basis for the need for the proposed facilities, were "directly considered by the FERC [and] [u]nder Schneidewind, such direct consideration is more than enough to preempt state regulation").

"FERC may reasonably rely on the pipeline company's binding contracts as evidence of market need and proof that the Project is self-supporting." Twp. of Bordentown v. FERC, 903 F.3d 234, 262-63 (3rd. Cir. 2018). As numerous courts have held, FERC need not "look beyond the market need reflected by the applicant's existing contracts with shippers." Id. at 263 (citation and quotations omitted). Here, FERC relied on the binding agreements between Transco and National Grid in finding a public need for the gas. FERC's word on this issue is conclusive.

New York's questioning the need for the gas is not relevant to whether there is a need for Transco's Project, and amounts to a collateral attack on FERC's finding of need in issuing the Certificate. Similarly, the Department's requirement that New York concur with the need for the gas transported by the Project is also a collateral attack on the Certificate. It is well established that disputes over the validity of the FERC's issuance of a Certificate, as well as the procedures used for its issuance, must be brought to the FERC via an application for rehearing. Tennessee Gas Pipeline v. 104 Acres in Prov. Cty., 749 F.Supp. 427, 430 (D.R.I. 1990) citing 15 U.S.C. §717r(a). Notably, neither New York nor New Jersey have filed a request for rehearing challenging the FERC's finding of need. The Department requirement that New York concur with the need for the gas undermines FERC's determination of need and is arbitrary and capricious.

For these reasons, FERC's issuance of the Certificate to Transco established that there is a compelling public need for the Project, consistent with the Department's longstanding interpretation of its regulations.

B. The FWPA Rules are Preempted to the Extent they Exceed New Jersey's Authority Under the Clean Water Act

In addition, the Department Rules pertaining to compelling public need exceed the scope of its authority under the Clean Water Act and are preempted to the extent they conflict with the FERC Certificate.

In passing the Energy Policy Act of 2005 (EPAct), Pub. L. No. 109-58, 119 Stat. 594 (2005), Congress amended the Natural Gas Act to, among other things, grant federal Courts of Appeals jurisdiction to review permitting decisions over actions taken by State administrative agencies

acting pursuant to federal law to issue, condition or deny a permit or other approval required under federal law for interstate natural gas pipeline projects. Furthermore, as amended by the EPAct, the Natural Gas Act designates FERC as "the lead agency for purposes of coordinating all applicable Federal authorizations and for the purposes of complying with the National Environmental Policy Act of 1969." 15 U.S.C. § 717n(b)(1). However, Congress made clear that, except as specifically provided for in the Natural Gas Act, the law would not affect "the rights of States" under the Coastal Zone Management Act, Clean Air Act or the Clean Water Act. 15 U.S.C. §717b(d). This "savings clause" effectively exempts States from the preemptive effect of the Natural Gas Act if they are acting pursuant to their authority under these federal laws. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d 360, 368 (3d. Cir. 2016) citing 15 U.S.C. §717b(d).

The NJDEP's authority to review this portion of Transco's Project derives from Sections 401 and 404 of the Clean Water Act. While a State's environmental review under the Clean Water Act is "carved out" from the preemptive effect of the Natural Gas Act, regulations that exceed that authority would be preempted. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d at 368, citing 15 U.S.C. §717b(d). See also AES Sparrows Point LNG, LLC v. Smith, 527 F.3d 120, 127 (4th Cir. 2008) (Williams, concurring)(expressing doubt about whether a local law that bans liquified natural gas terminal siting "can ever be a 'right of States under' the Coastal Zone Management Act", even if incorporated into the State's federal program).

During the Department's review of Transco's previous permit applications, the Eastern Environmental Law Center (EELC) argued that the FWPA regulations are not preempted since federal regulations governing New Jersey's assumption of authority under Section 404 of the Clean Water Act give NJDEP the discretion to impose more stringent requirements than federal law, citing 40 C.F.R. § 233.1(c). Specifically, the EELC relied upon language in the federal regulation which provides that "[n]othing in this part precludes a State from adopting or enforcing requirements which are more stringent or from operating a program with greater scope, than required under this part." As Transco previously noted, the EELC cherrypicked this language and ignored the order in which this language appears in the regulation. In other words, the EELC failed to read 40 C.F.R. § 233.1(c) in its entirety and in the correct sequence.

Specifically, 40 C.F.R. § 233.1(c) provides in its entirety that "[n]othing in this part precludes a State from adopting or enforcing requirements which are more stringent or from operating a program with greater scope, than required under this part. Where an approved State program has a greater scope than required by Federal law, the additional coverage is not part of the Federally approved program and is not subject to Federal oversight or enforcement." (emphasis added). Thus, the federal regulation makes clear that while a State may adopt requirements that are more stringent than a federal program, these requirements are not part of the State's delegated federal authority.

Again, while a State program may have a greater scope than the federal program, "the additional coverage is not part of the Federally approved program". [40 C.F.R. § 233.1(c).] While the federal 404 program requires the Corps to perform a similar public interest review to the one performed by the Department, compare 33 C.F.R. § 320.4(a) with N.J.A.C. 7:7A-10.2(b)12, nowhere is the Corps required to find a benefit to the municipality in which a project is located in order to approve a permit. Similarly, regulations pertaining to transition areas are not part of the federal program.

Furthermore, whether a project or regulated activity benefits the municipality is irrelevant to whether the project or activity complies with New Jersey's water quality standards. The Department's review of whether the Project serves the municipality in which it is located therefore exceeds the scope of its authority under Section 401 of the Clean Water Act.

Accordingly, the Department's regulations are preempted to the extent they exceed its authority under the Clean Water Act.

C. The Compelling Public Need Requirement, as Defined Under the FWPA, Constitutes an Undue Burden on Interstate Commerce.

The Commerce Clause provides that Congress has the power "to regulate Commerce…among the several States…" U.S. Const. art. I, §8, cl. 3. The Commerce Clause not only authorizes Congress to enact laws for the protection and encouragement of commerce among the states, but also prevents interference by states on matters pertaining to interstate commerce. Under the negative or dormant implications of the Commerce Clause, "a state is…precluded from taking any action which may fairly be deemed to have the effect of impeding the free flow of trade between the states." Western Oil & Gas Assoc. v. Cory, 726 F.2d 1340, 1342 (9th Cir. 1984) quoting Hughes v. Oklahoma, 441 U.S. 322, 325-26 (1979)(internal quotations omitted).

The analysis of whether a state regulation violates the dormant Commerce Clause has been set out by the Supreme Court in Pike v. Bruce Church, Inc., 397 U.S. 137, 142 (1970). Under the "two- tiered approach," a state regulation that directly regulates or discriminates against interstate commerce, or has the effect of favoring in-state economic interests over out-of-state economic interests, will be struck down. If, however, a state statute has only indirect effects on interstate commerce and regulates evenhandedly, the court looks to whether the state's interest is legitimate and whether the burden on interstate commerce clearly exceeds the local benefits. Id. Determining whether a State law "discriminates" for purposes of the negative Commerce Clause analysis turns on whether the law gives "differential treatment of in-state and out-of- state economic interests that benefits the former and burdens the latter." Oregon Waste Sys. v. Dep't. of Envtl. Prot., 511 U.S. 93, 99 (1994). "If a restriction on commerce is discriminatory, it is virtually *per se* invalid" unless the state can show that the law "advances a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives." Id. at 99, 100. Furthermore, even if there is no overt discriminatory purpose, a law that has a discriminatory effect must also meet this higher level of scrutiny. Maine v. Taylor, 477 U.S. 131, 138 (1986).

During the Department's review of Transco's previous permit applications, the EELC disagreed with Transco's position that the compelling public need requirement of N.J.A.C. 7:7A-10.4(a)1 constitutes an undue burden on interstate commerce. Specifically, EELC argued that the burden on interstate transportation of natural gas from N.J.A.C. 7:7A-10.4(a)1 is incidental, and not affirmative. Transco disagrees.

At first glance, the additional burden placed on permittees proposing non-water dependent activity within an exceptional resource value wetland is evenhanded and requires, among other things, a showing that the compelling public need for the regulated activity outweighs impacts to

the wetlands. However, the FWPA Rules define "compelling public need" to mean that "the proposed regulated activity will serve an essential health or safety need of the municipality in which the proposed regulated activity is located, that the public health and safety benefit from the proposed use and that the proposed use is required to serve existing needs of the residents of the State." N.J.A.C. 7:7A-1.3. The EELC itself notes that "'compelling public need' is only satisfied if the proposed project will serve the health or safety need of the particular municipality in which the regulated activity is located." See EELC August 2, 2019 comment at p. 6.

Contrary to the EELC's characterization of the FWPA Rules, N.J.A.C. 7:7A-10.4(a)1 is not meant to protect the public health and safety of the state, but to ensure that exceptional resource value wetlands are not impacted by development without good reason. The regulations limit the instances that justify impacts to exceptional resource value wetlands to those that have essential local benefits and serve the needs of the State. And therein lies a violation of the Commerce Clause. The EELC claims that the Rule regulates all natural gas pipelines the same way, but this is clearly not correct. Several commenters have argued that the Project does not serve the existing needs of the residents of the State and, therefore, cannot fulfill a compelling public need. If this interpretation were correct, only those pipeline projects that service the state or municipality would be able to satisfy the "compelling public need" requirement of N.J.A.C. 7:7A-10.4(a)1, meaning interstate natural gas pipeline companies that transport gas to states other than New Jersey are treated differently than those regulated by the New Jersey Board of Public Utilities, which only provide natural gas for consumption in New Jersey. The Rule therefore has a discriminatory effect on interstate commerce and must pass "strict scrutiny", i.e. it must advance a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives." Oregon Waste Sys. v. Dep't. of Envtl. Prot., 511 U.S. at 100.

While the protection of exceptional resource value wetlands may be a legitimate local purpose, there are other reasonable nondiscriminatory alternatives that could be employed to adequately protect these resources. For one, the definition of "compelling public need" under the FWPA Rules can easily be revised to remove the references to the municipality and state without sacrificing the protections for exceptional resource value wetlands. There is simply no need for such limiting language.

Even assuming, as the EELC argues, that N.J.A.C. 7:7A-10.4(a)1 regulates evenhandedly, the Rule's burden on interstate commerce clearly exceeds the local benefits. Courts have held that state and local regulations that prohibit facilities authorized under the Natural Gas Act constitute an undue burden on interstate commerce.

For instance, in Transcontinental Gas Pipe Line Corp. v. Hackensack Meadowlands Development Commission, 464 F.2d 1358 (3d Cir. 1972), the Third Circuit held that the Hackensack Meadowlands Development Commission's ("Commission") outright prohibition of Transco's proposed Liquefied Natural Gas ("LNG") facilities pursuant to a regional master plan was an "unlawful interference with interstate commerce". Id. at 1363. In that case, Transco sought to construct facilities for the processing and storage of LNG within an area designated as the "Planning Area" on the Commission's Master Plan and, pursuant to the Hackensack Meadowlands Reclamation and Development Act, was required to obtain a building permit from the Commission prior to beginning construction. Id. at 1361. However, the Commission refused

to issue the building permits to Transco, as Transco's proposed facilities were not a "permitted use." Transco sought a variance, but the Commission denied the variance, concluding that Transco's construction would "seriously restrict the range of possible uses in the surrounding areas" and that it would "fail to meet applicable planning and safety regulations." Id. at 1362. Transco brought suit in the U.S. District Court for the District of New Jersey to enjoin the Commission from interfering with Transco's project. Id. The District Court issued an order enjoining the Commission from interfering with construction and the Commission appealed.

On appeal, the Third Circuit noted that "[i]t is well established that the interstate transmission and sale of natural gas is within the regulatory ambit of the Commerce Clause of the constitution." Id. The Court reasoned that "[a]lthough the states are not precluded from imposing reasonable restraints and restrictions on interstate commerce, and although the authority to enact zoning ordinances under the state's police power is clear, it is equally settled that a state may not exercise that police power where the necessary effect would be to place a substantial burden on interstate commerce." Id. (internal citations omitted). The Court noted that "[a]lthough we are cognizant of the tremendous importance of sound community and regional planning, we must also consider the needs of the New York-New Jersey metropolitan area for the adequate and efficient supply and delivery of natural gas." Id. at 1363 (internal citation omitted). The Court ultimately affirmed the District Court's findings that Transco's facilities would be built in accordance with all current federal safety standards and the District Court's determination that the Commission's denial was "'arbitrary', and 'an unwarranted imposition upon interstate commerce.'" Id.

N.J.A.C. 7:7A-10.4(a)1 would prohibit a federally authorized interstate natural gas pipeline project simply because the gas being transported would not be consumed in New Jersey. New Jersey cannot prevent impacts to exceptional resource value wetlands on the grounds that the regulated activity does not benefit the State. This is repugnant to the Commerce Clause.

D. The Project As A Whole Serves A Compelling Public Need That Outweighs The Minor Impacts To Wetlands

Under the FWPA regulations, "compelling public need" means:

> that based on specific facts, the proposed regulated activity will serve an essential health or safety need of the municipality in which the proposed regulated activity is located, that the public health and safety benefit from the proposed use and that the proposed use is required to serve existing needs of the residents of the State, and that there is no other means available to meet the established public need. [N.J.A.C. 7:7A-1.3]

Although the capacity is fully subscribed to serve peak day requirements in downstate New York, the Project will provide an important benefit to natural gas shippers and consumers in New Jersey.

Transco proposes to construct, install, and operate the Project facilities "to provide 400,000 dekatherms per day (Dth/d) of incremental firm natural gas transportation services to Brooklyn

Union Gas Company and KeySpan Gas East Corporation (collectively referred to as National Grid) in order to serve National Grid's residential and commercial customers in the New York City area." FERC accession #20190125-3001), p. 1-3. National Grid is a regulated entity that is obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request. In order to meet that obligation, National Grid has reported that it identified the need for incremental gas transportation capacity to serve load growth in the boroughs of Brooklyn, Queens and Staten Island in New York City, as well Nassau and Suffolk Counties on Long Island. To support this growth, National Grid entered into an agreement with Transco to construct the NESE Project in order to enhance reliability of service to existing customers, as well as to satisfy growing demand for natural gas in its downstate New York service territory.

In 2017, the New York Independent System Operator forecasted that additional natural gas pipeline capacity would be needed in New York City due to increased population growth and the closure of two Indian Point nuclear power plants. Resource Report 1 p. 25 (FERC accession #20170907-5176), citing the 2017 Electricity Outlook: Powering New York City's Future. National Grid has stated that the Rockaway Transfer Point is the only delivery point that could serve their projected load growth and enhance reliability in its downstate service territories. National Grid 3/14/19 Letter to the New York State Department of Environmental Conservation (NYSDEC); Final Environmental Impact Statement (EIS), Appendix M, p. M-117. In March 2019, National Grid warned that during the 2018-19 winter season its infrastructure was again "put to the test," as its gas system was called on to deliver unprecedented volumes of gas to millions of customers. National Grid 3/14/19 Letter to NYSDEC. According to National Grid, most of its nearly two million customers in Nassau and Suffolk counties and in Brooklyn, Queens, and Staten Island, are residential customers that rely on natural gas for critical basic needs including heating, cooking, and hot water.

National Grid has entered into 15-year contracts for 100% of the capacity that will be created by the Project. According to National Grid, the Project, together with the existing RDL, will serve almost 40% of National Grid's peak day requirements in downstate New York and is necessary to satisfy growing demand. National Grid 3/14/19 Letter to NYSDEC. The Project will also improve system reliability by providing a needed supply path and maintaining supply in the event of a loss of service or maintenance repairs to the existing lateral, which is the only pipeline that currently serves the Rockaway and Long Beach delivery points. Final EIS, p. 1-3; National Grid 3/14/19 Letter to NYSDEC.

The Project will enhance the reliability of the local, state, and regional natural gas supply system and is designed to improve public health and enhance the environment by improving existing air quality, replacing less environmentally friendly fuels such as heating oil, and integrating an impact avoidance and minimization premise into all Project component siting and design while mitigating any remaining impacts to the surrounding environment. The existing Transco system delivers **one half** of the natural gas consumed in the Garden State and the Project improves the reliability/resiliency of the system in New Jersey, and therefore benefits local residents and businesses. The system has reliably served New Jersey since 1951 providing fuel to heat and cool homes, cook food, and address other basic public needs.

- The New Jersey facilities will provide redundancy during planned and unplanned maintenance activities on Transco's natural gas infrastructure within the State.
    - The Project is designed to provide 400,000 Dth/d under peak conditions, however, shippers (especially Local Distribution Company-type shippers) do not typically require their full contractual volume except during an abbreviated time period during extreme weather conditions. Under normal conditions, the facilities constructed as part of the Project will enable Transco to manage maintenance outages and repairs; thus, minimizing impacts or interruption to all shippers on the system, especially those in New Jersey.

- In the event that the permits for the Project are denied and the Project is not constructed, the anticipated increase in the average deliveries off of the Transco system could result in material degradation of delivery pressures at existing delivery points and challenges associated with delivering existing firm shipper entitlements in New Jersey.
    - Without the Project, utility providers would continue signing up customers to their service territory because they are obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request.
    - However, utility providers would likely need to sign up new customers as interruptible as they would not have the capacity on an upstream interstate pipeline to guarantee deliveries to these new customers.
    - This could, in turn, result in an increase in the normal load from the interstate pipeline transmission grid, resulting in an overall increase in average deliveries off of the Transco pipeline system in New Jersey.
    - An increase in the average load would lead to operational challenges related to the scheduling of maintenance activities and a greater chance of impacts to all shippers in the northeast region, including those in New Jersey.
    - As noted in Transco's Alternatives Analysis for the Project (see Appendix A), the purpose of the new CS 206 is to offset the pressure drop associated with transporting the additional volume of natural gas flowing through the pipeline.

The Project would also have economic benefits to the State and local communities. Transco's formal economic impact study concludes that the Project would:

- Generate approximately $240 million in additional economic activity (GDP) in New Jersey,
- Support more than 2,400 local New Jersey jobs and 3,186 regional jobs during the project construction period. Generating approximately $172 million in potential income for New Jersey workers,
- Add $418,300 in local tax revenues in Somerset County and $16 million total in new local and state tax revenue,
- Have minimal impact on surrounding neighbors and the environment. In its proposed location the facilities will be largely out of sight, with virtually zero impact on noise or air quality.

FERC analyzed these economic impacts of the Project and concluded in the Final Environmental Impact Statement (FEIS) that the Project would have beneficial economic effects on state and local

economies. FERC specifically found that the Project will create "a short-term stimulus to the affected areas through payroll expenditures, local purchases of consumables and project-specific materials, and sales tax" and that "operation of the Project would result in long-term property tax and submerged land easement fee benefits in the counties and localities in New Jersey and New York in the Project area." Final EIS, p. 4-278.

In addition, the Project will result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206, a significant health and safety benefit to the surrounding area in New Jersey:

- According to National Grid, the conversions that will occur as a result of the Project will displace 900,000 barrels of oil per year and reduce CO_2 emissions by more than 200,000 tons per year. This is the equivalent of removing 500,000 cars from the road. National Grid 3/14/19 Letter to NYSDEC. Specifically, the project will displace the use of No. 4 fuel oil in New York City and Long Island, significantly reducing ozone precursors of nitrogen oxides (NOx), sulfur dioxide (SO_2), and particulate matter (PM). Reducing emissions of these compounds will improve air quality within the Northern New Jersey-New York-Connecticut air quality control region. These emissions reductions and associated public health benefits will be shared across this airshed.
- In addition, assuming the Project is constructed, Transco has committed to implement long term emission reduction projects to more than offset short term construction emissions in Northern New Jersey by providing grants and financial assistance for the purchase of new and more fuel-efficient trucks to eligible owners of existing drayage trucks that transport goods at the New Jersey ports, and additionally to provide financial assistance to New Jersey Transit in order that it may retrofit locomotive engines or electrify its buses. Transco will commit to replacing up to 450 of the worst emitting drayage trucks around the Port of Newark and replacing them with 2014 or newer models that are virtually zero emissions. The truck replacement program will result in a potential NOx reduction of more than 121 tons annually- a tremendous step forward for Newark and other communities impacted by port emissions. Transco will also commit to upgrade and/or modify for increased efficiency up to 33 of NJ Transit's worst polluting diesel engines and replacing them with vastly cleaner EPA certified Tier 3 engines – resulting in a potential NOx reduction of 1,282 tons annually. A capital investment of millions of dollars, these long-term emissions reduction projects will reduce diesel-related emissions in the immediate region of the Project and will more than offset the air emissions associated with construction and operation of the Project, improving local air quality and benefitting public health. In fact, these voluntary long-term emissions reduction projects, coupled with Transco's retiring of Emission Reduction Credits, would result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206.

For these reasons, the Project will serve a compelling public need as defined under the FWPA Rules.

E. The Suction And Discharge Piping And Tie-In Area Of Compressor Station 206 Serve A Compelling Public Need For The State And Municipality

By relocating the CS 206 access road to the Higgins Farm property, Transco has eliminated all impacts to freshwater wetlands, transition areas, and riparian zones associated with access to CS 206. Accordingly, the only impacts associated with the construction and operation of CS 206 are a result of the proposed tie-in and suction and discharge piping. The only other Project component that impacts exceptional resource value wetlands would be a very small portion of the Madison Loop.

As thoroughly detailed in Transco's Alternatives Analysis, there is no practicable alternative to the location of these facilities that would have fewer impacts to regulated features. CS 206 cannot function without tying into Transco's existing pipelines. Siting the tie-in assembly at a different location along the existing pipelines would either be impracticable or increase the length of suction and discharge piping and associated wetland impacts. The current location of these essential facilities is the least impactful site available, and the location fulfills the Project need and provides necessary system redundancy, which will benefit New Jersey and the municipality. The suction and discharge piping and tie-in area are essential to the Project, its safe operation, and the health and safety of the neighboring community.

The compelling public need for the Project and the individual Project components outweigh the relatively minor amount of impacts to exceptional resource value wetlands.

II. TRANSCO PROPOSES TO USE THE HIGGINS FARM ACCESS ROAD IN ITS NEW APPLICATION

In accordance with the Department's November 27, 2019 letter, Transco is now proposing to use the Higgins Farm access road to reach the CS 206 site. In doing so, Transco has eliminated all impacts to freshwater wetlands, transition areas, and riparian zones associated with access to the site. Transco is in the process of negotiating for the necessary rights. However, given the Deed of Easement on the Higgins Farm property, Transco will need to condemn to perfect its interest. As of the date of this application, Transco has submitted a request with FERC for authorization to use the Higgins Farm access road. Transco will inform the Department of the FERC's decision.

In addition, Transco has been in contact with the EPA to discuss measures to be implemented to avoid any interference with EPA's remedy at the Higgins Farm Superfund Site.

It should be noted, however, that given Transco's longstanding concerns regarding the legal and logistical constraints associated with the Higgins Farm access road, Transco is including the Trap Rock access road in this application as an alternate access road. Transco respectfully requests that, in the event (1) the FERC does not authorize the use the Higgins Farm access road or (2) Transco cannot acquire the rights needed to construct the Higgins Farm access road through condemnation, Transco would provide documentation of the same to the Department, which would be sufficient to demonstrate that the Higgins Farm access road is not a practicable alternative under N.J.A.C.

7:7A-10.2(b)1, and that Transco has exhausted its efforts to remove constraints related to the Higgins Farm access road pursuant to N.J.A.C. 7:7A-10.3(c).

III. TRANSCO HAS DEVELOPED A WATER QUALITY MANAGEMENT PLAN AND IS CONSIDERING ADAPTIVE MANAGEMENT SOLUTIONS TO ENSURE CONSTRUCTION COMPLIES WITH STATE WATER QUALITY STANDARDS

Lastly, in its November 27, 2019 letter, NJDEP requests information regarding Transco's proposed plans for water quality monitoring and what adaptive management procedures Transco would implement in the event of a State Water Quality Standard (SWQS) exceedance. In response, Transco acknowledges that NJDEP can require a permittee to conduct water quality monitoring under N.J.A.C. 7:7-12.6, though the absence of a monitoring plan was not previously identified as a deficiency of the permit application.

Nevertheless, accounting for NJDEP feedback during a January 6, 2020 conference call, Transco is providing its Draft Water Quality Monitoring Plan for New Jersey Waters (Appendix N of Transco's January 2020 Waterfront Development Individual Permit application) describing Transco's proposed monitoring methods to ensure that all proposed BMPs and operational procedures are implemented such that construction of the Raritan Bay Loop complies with NJDEP's SWQSs. During the January 6, 2020 conference call, NJDEP staff informed Transco that chemical contaminant monitoring is not typically required and that turbidity monitoring would be sufficient to evaluate whether there were any potential exceedances in SWQSs described in N.J.A.C. 7:9B.

Based on the January 6, 2020 meeting with NJDEP staff, as well as an earlier (August 1, 2018) meeting with NJDEP staff, the Department would provide guidance on appropriate adaptive management solutions that Transco could employ in the event that in-field monitoring indicates that construction activities may be causing an exceedance of a threshold identified in the WFD permit and water quality certificate. Transco has committed to implementing adaptive management methods such as adjusting dredging and/or jet trenching rates as necessary to ensure the Project adheres to water quality monitoring requirements outlined in the anticipated NJDEP WFD permit and water quality certificate. Transco may also employ a "slack-tide pause" as an adaptive management method, whereby dredging is paused for 1 hour during each slack-tide period (i.e., during peak high tide and low tide intervals), particularly for activities where modeling indicated a slack-tide pause would be more practicable for controlling sediment plumes compared to further reductions in dredging rates. These potential measures will be identified in the construction plans. Transco will consider what other adaptive management procedures may be practicable and effective, such as adjusting the type and/or intensity of monitoring depending on the turbidity monitoring results.

ATTACHMENT 3

Responses to Commonly Received Public Comments on Transco's Previous Permit Applications for the Project

Key Issues	Response
Barred Owl • Presence of critical barred owl habitat • Suitability of all forested area as barred owl habitat • Cumulative impacts of forest clearing • Site disturbance will cause species avoidance	The Project will not impact any critical habitat for the barred owl. As an initial screening measure to identify threatened and endangered species near the Project workspaces, Transco assessed state and federal databases. As described in Transco's June 2019 Freshwater Wetlands Individual Permit Application, no state-listed threatened or endangered species were identified during this screening process. In March 2019, a neighboring landowner reported hearing a barred owl in 2018, in the wooded area adjacent to the proposed compressor station. The exact location is unknown. Transco has not observed any audible or visual evidence suggesting presence of a barred owl. In May 2019, NJDEP accepted this report, prompting reclassification of the wetlands at the Compressor Station 206 site from intermediate to exceptional value. NJDEP biologists conducted an inspection of the site and contiguous forested area on April 4, 2019. Transco, along with biologists from Ecology and Environment, Inc., and Amy S. Greene, Environmental Consultants, Inc., were in attendance. During their site visit, NJDEP identified a single tree that was large enough (i.e., >20 inches diameter at breast height) and contained a cavity which had an opening of sufficient size to support barred owls. This tree is located outside the limits of disturbance; it will not be cleared or impacted during construction of the Project. There were no other trees on the site which could support barred owl nesting. As a result, NJDEP concluded that construction of the compressor station would not impact any critical nesting habitat for the barred owl, but the site might provide suitable foraging habitat for this species. Transco does not have access to the private properties surrounding the compressor station site and, therefore, was unable conduct surveys for the purpose of identifying the full extent of potentially suitable habitat for the barred owl. As described in its permit application, in lieu of field surveys, Transco applied the methodology used by New Jersey Landscape Project to identify the area of potentially suitable habitat. When the barred owl sighting is added to the Landscape Project, Transco expects NJDEP will apply the same methodology to identify suitable foraging habitat in this area. In Appendix V of the New Jersey Landscape Project, Version 3.3, 20 different Land Use / Land Classification types have been identified as potentially suitable habitat for the barred owl. Additionally, the appendix notes that the patches should be contiguous as barred owls tend to reside in larger forest patches. The Landscape Project also identifies upland forest types as potentially suitable habitat. Using these methods, Transco determined that the total contiguous area of potentially suitable barred owl habitat surrounding the Compressor Station 206 site is more than 800 acres. The project will only impact a small percentage of this potentially suitable barred owl habitat. The commenter suggests that the opening created by clearing for the proposed Project would reduce the suitability of the larger contiguous area used by the barred owl. Transco disagrees with this assessment. The forest in which the barred owl was reported is already highly fragmented, with several existing openings in the vicinity of the site. As is visible in aerial photography of the site, the central portion of the proposed Project footprint contains a clearing from a former homestead, and there is an open field south of and adjacent to the eastern end of the access road. During the site visit on April 4, 2019, NJDEP biologists indicated that these areas would not be suitable habitat for barred owls. There are also existing clearings east and north of the site from existing pipeline rights-of-way. A commenter stated that operation and maintenance of Compressor Station 206 will jeopardize the continued use of the site by the barred owl. The design of Compressor Station 206 includes measures, such as directional lighting and sound-attenuating insulation, which will minimize disturbance to wildlife. Additionally, human and vehicle activity associated with the operation and maintenance of the site are not expected to have a significant impact on the barred owl and are consistent with activities on the surrounding residential, commercial, and industrial properties.
Vernal Pools • Presence of vernal pools and support for obligate species at Compressor Station 206	Transco has conducted numerous field surveys for wetlands and waterbodies since 2016, and the NJDEP has visited the site to validate survey results. No vernal pools have been documented on the Compressor Station 206 site during any of these surveys or site visits. No vernal pools will be impacted by construction of the compressor station.
Environmental Justice • Executive Order 23 • Impacted communities • Inadequate public hearings	Transco is committed to environmental justice and strives to promote these values in the development and implementation of its projects. Transco recognizes and accepts our responsibility to the communities it serves, through acting as a good neighbor and through involvement with and support for community activities. Clean Ocean Action (COA) asserts in its written comments, dated August 2, 2019, that there are significant environmental justice issues concerning the impacted communities associated with the Project. See COA at pp. 20. In support of its position, COA relies on Executive Order No. 23 to urge NJDEP to consider certain environmental justice concerns associated with the Project, namely the Raritan Bayshore communities. In addition, COA claims that NJDEP has "failed to adequately publicize this issue through outreach and has not conducted a single public hearing in the area." See COA at pp. 21. COA's reliance on Executive Order No. 23 is misguided. Contrary to COA's assertions, Executive Order No. 23 does not establish any regulatory, legislative, or statutory authority for environmental justice and it does not obligate NJDEP to perform outreach or hold a public hearing. In fact, Executive Order No. 23 simply directs the NJDEP to take the lead, in consultation with other departments, in developing guidance to implement environmental justice policies in the state. Significantly, Executive Order No. 23 is clear that executive agencies will not be required to consider and assess the

Key Issues	Response
	issue of environmental justice until after NJDEP has published its final guidance. NJDEP issued a draft guidance plan in January 2019 and invited public comment on that guidance until March 22, 2019. However, NJDEP has not issued any such final guidance to date. Accordingly, COA's claim that NJDEP has failed to adequately consider environmental justice concerns is premature. It should be noted that, although not raised in COA's written comments, there is proposed legislation (Senate Bill No. 1700) that would require NJDEP and other agencies to consider environmental justice concerns in issuing permits (including the requirement of the preparation of a report and the holding of a hearing). This is proposed legislation that has not been signed into law to date. With that being said, even if the bill was enacted during the pendency of NJDEP's review, Transco's Project would not be implicated as the legislation only applies to permits for a new "facility" or expansion of an existing "facility" within a "burdened community." None of the Project components in New Jersey would fall within the definition of a "facility" and, thus, would not be implicated by the proposed legislation. The FERC already addressed environmental justice concerns within the FEIS, dated January 2019, and found that there would not be "high and adverse" impacts on existing environmental justice communities near Project facilities. Although the FERC found that there are two environmental justice communities near Station 206 (due to % of total minority population) and two tracts near the Madison Loop and onshore segment of the Raritan Bay Loop, the FERC concluded that any potential adverse environmental effects associated with the Project on these environmental justice communities would be "minimized and/or mitigated, as applicable." Furthermore, FERC, in the FEIS, also determined that the Project would not "result in disproportionately high and adverse impacts on minority and low-income populations." Accordingly, COA's assertions that NJDEP has failed to adequately consider environmental justice concerns are premature. Even so, Transco has demonstrated that there are no environmental justice concerns associated with the Project.
Stormwater Management • Infiltration and Recharge	The commenter states that a clay core within the basin embankment will intercept bedrock and restrict flow in all directions except upgradient of the basin. The design plans and details do not specify that the core material will be clay. To clarify, the core and underlying cut-off trench will be constructed using the on-site, predominately sandy silt material that will need to be excavated to achieve the proposed basin grades. Soil particle size is the key factor governing soil permeability. Because the cut-off trench (and overlying core) will be constructed of on-site soil material and, therefore, possess gradation (particle size) and permeability similar to the adjacent in-situ soils that will underlie the basin floor, lateral flow through the cut-off trench will not be impeded. It should be noted that the primary purpose of the cut-off trench is to mitigate the potential for highly permeable zones within the in-situ soils caused by frost (freeze-thaw) effects and root mass. Furthermore, regarding the thickness of in-situ soils that will underlie the basin embankment and cut-off trench, the commenter utilizes bedrock elevations from two (2) test pits TP-8 and TP-9, which are the furthest upgradient, and omits information from the remaining six (6) test pits (TP-1A, TP-1B, TP-3, TP-4, TP-5 and TP-10) that are all downgradient, and all have significantly deeper bedrock elevations (or none at all), which the core will not intercept, and, therefore, not restrict flow as the commenter suggests.
Stormwater Management • Mounding analysis	The commenter questions the validity of the mounding analysis completed for the infiltration basin at Compressor Station 206, again asserting that the core of the embankment will restrict lateral flow. As discussed above, the cut-off trench and core material, in conjunction with the elevation/thickness of the in-situ soils that will underlie the cut-off trench, will not restrict lateral groundwater flow. Additionally, the mounding analysis was performed in accordance with "Simulation of Groundwater Mounding Beneath Hypothetical Stormwater Infiltration Basins", U.S. Geological Survey Scientific Investigations Report 2010-5102, prepared in cooperation with the NJDEP, Carlton, G.B., 2010, as referenced in Chapter 9.5 of the Best Management Practices (BMP) Manual, which can be found in Appendix D.6 of the Stormwater Management Report. It should also be noted that within the provided mounding analysis, in addition to following the methodology outlined in USGS/NJDEP document, an additional iteration was performed at the request of NJDEP with more conservative (i.e., stringent) parameters utilizing the highest field measured recharge rate, lower specific yield, and lower horizontal (lateral) hydraulic conductivity.
Stormwater Management • Outlet structure discrepancies	The commenter states there is discrepancy in the outlet structure (inlet box) dimensions shown on the plans and those used in the routing (HydroCAD) calculations. There is no discrepancy between the plans and calculations for the outlet structure (inlet box) dimensions. Both sets of information utilize 48-inch by 22-inch interior dimensions, which account for the thickness of the concrete (which is shown on the plans as an additional 6 inches on each side) and is consistent with New Jersey Department of Transportation (NJDOT) standard construction details CS-602-2 for a Type 'A' inlet.
Stormwater Management • Soil Erosion and Sediment Control Compliance	The commenter states that the proposed development of Compressor Station 206 requires compliance with the Standards for Soil Erosion and Sediment Control in New Jersey. The Soil Erosion and Sediment Control Plan (SESCP) was reviewed, approved, and certified by the Somerset-Union Soil Conservation District (SCD) for compliance with the Standards for Soil Erosion and Sediment Control. In particular, an off-site stability analysis was prepared within the SESCP for the basin discharge in accordance with the standards to demonstrate stability at both the discharge point and downstream of the discharge point. Furthermore, in the pre-application meeting for the Project, the SCD requested that the basin be utilized for sediment control, and, as such, procedures

Key Issues	Response
	were incorporated into the design to account for the construction use for sediment control and the post-construction use for stormwater management. Specifically, such procedures include avoidance measures to prevent compaction through utilizing low-ground pressure equipment, scarification to loosen the basin bottom, installation of 12 inches of sand media in the basin bottom, and maintenance programs, including tilling operations to maintain infiltration capacity.
Offshore Noise • Noise impacts to marine mammals during construction • Noise impacts to Fish	Transco has analyzed potential impacts to marine mammals and fish from noise generated during offshore construction activities. The analysis regarding marine mammals is included in the draft Incidental Harassment Authorization (IHA) application submitted to National Oceanic and Atmospheric Administration (NOAA) Fisheries Office of Protected Resources (OPR) in June 2019. The anticipated public release of the application is September 2019. Transco is in consultation with NOAA OPR regarding the mitigation required under the IHA authorization. These requirements include collision avoidance measures that NOAA OPR deems sufficient and effective. The analysis regarding fish is included in the "Latest Noise Modeling on Fish and Sea Turtles – June 2019 (Northeast Supply Enhancement Project)," submitted in June.
Air Quality • Hazardous air pollutants from operation of Compressor Station 206	While not relevant to the pending permit applications before NJDEP, air quality associated with operation of Compressor Station 206 has been addressed in the context of Transco's FERC Certificate and Transco's pre-construction authorization to operate Compressor Station 206, issued by NJDEP. Air pollutants that could potentially impact human health or air quality from the Project are below applicable federal and New Jersey air quality thresholds. Air emissions from the Project would be dispersed into the atmosphere and are not anticipated to result in deposition of pollutants into a water or land habitat.
Pre-construction Air Permits • NJDEP should withdraw pre-construction authorization	While not relevant to the pending permit applications before NJDEP, COA and others have requested the Department withdraw the air permit as to require an evaluation under the new requirements for hazardous air pollutant (HAPs). N.J.A.C. 7:27-8.16(b)(1) states that "The Department may withdraw its approval of a preconstruction permit or permit revision, if the permittee does not begin the activities authorized by the permit or permit revision within one year from the date of its approval…" This regulation does not require the withdrawal of an approval under this condition. Transco has been in constant communication with the Department, conveying the schedule and demonstration the Project's progress towards the goal of implementation as soon as possible.
Compliance with the Shore Tourism and Ocean Protection (STOP) Act	The STOP Act does not apply to Transco's Project. The STOP Act prohibits offshore oil or natural gas exploration, development, and production in state waters, and the leasing of tidal or submerged lands in state waters for those purposes. In addition, the STOP Act prohibits the Department from permitting, approving, or otherwise authorizing any oil or natural gas exploration, development, or production in state waters, and from developing, adopting, or endorsing any plans for the exploration, development, or production of oil and natural gas in state waters. The STOP Act defines "development" to mean "pipeline or infrastructure that transports oil or natural gas from production facilities located in federal waters or other coastal waters in the Atlantic Ocean through New Jersey State waters, and any land-based support facilities for offshore oil or natural gas production facilities located in the Atlantic Ocean." The STOP Act does not apply to the Project, as Transco is not proposing to engage in offshore natural gas exploration, development, or production. The Project would not transport oil or natural gas from production facilities located in federal, state, or coastal state waters, nor would Transco be leasing tidal or submerged lands in state waters for the purposes of oil or natural gas exploration, development, or production. The purpose of the STOP Act is to limit offshore drilling, exploration, and production in New Jersey's waters; clearly this is inapplicable to the Project.
Impacts to Shellfish Habitat • The Project Would Unlawfully Impact and Impair Shellfish Habitat	Pursuant to the Coastal Zone Management Rules, N.J.A.C. 7:7-9.2(b), an area contaminated by toxins and on the List of Water Quality Limited Segments (the 303(d) list) is excluded from the definition of shellfish habitat. As noted in Transco's permit application, given the designation of the areas crossed by the Raritan Bay Loop on New Jersey's 303(d) list, Transco's Project would not impact shellfish habitat. Contrary to commenter's claim, Transco relied on the current 303(d) list, and its findings have been confirmed by the Department.
Contaminant Transport Modeling Results and BMPs • The Project Will Pollute the Raritan Bay and Ocean, and is Likely to Violate New Jersey Water Quality Standards	Transco will conduct the offshore dredging activities in accordance with the Management and Regulation of Dredging Activities and Dredged Material in New Jersey's Tidal Waters, set forth in Appendix G of the Coastal Zone Management Rules. Transco has committed to implementing Best Management Practices (BMPs) and has demonstrated that, through use of these BMPs, contaminants introduced into the water column during construction will not have an adverse impact on water quality. It is unclear what commenter means by moral or ethical obligation, but Transco has satisfied its legal obligation of establishing that construction of the Project will comply with New Jersey's water quality standards.
Labor-Intensive Economic Development • The development of an offshore pipeline	There is no support for the contention that the Project constitutes "labor intensive economic development" so as to invoke any special considerations under the Coastal Zone Management Rules. Regardless, Transco provided detailed and appropriate mitigation measures designed to protect the public health and safety as part of its Coastal Wetlands and Waterfront Development Permit Application. Specifically, Transco will adhere to its Unanticipated Discovery of Contamination Plan to appropriately manage and dispose of sediment. Transco also identified general

Key Issues	Response
through dredging, horizontal directional drilling, and other processes clearly constitutes "labor intensive economic development"	procedures and site-specific requirements for addressing and minimizing worker exposure and handling of encountered excavation materials and backfill during planned construction activities, in accordance with its Materials Management Plans for the Madison and Raritan Bay Loop that were part of Transco's June 2019 applications.
Impacts to Horseshoe Crab • Location, abundance and population of the species potentially impacted by construction • Request for species specific mitigation measures	Transco acknowledges the potential for Project-related impact on horseshoe crab. In addition to construction BMPs identified in the comment, Transco will avoid disturbance of the intertidal zone and nearshore area in New Jersey waters between Mile Post (MP) 12.1 and MP 12.5 by using the horizontal direction drilling (HDD) method (FEIS 4.5.2.8). Transco has provided sediment modeling results that indicate construction-related total suspended solids (TSS) concentrations will not exceed 50 milligrams per liter (mg/L) above ambient more than 328 feet from the HDD pit at MP 12.5, and associated deposition will not exceed 0.3 cm (0.12 inch) more than 102 feet from the HDD pit at MP 12.5 (See Appendix F-3 to Transco's Supplement to the Waterfront Development Permit application, dated June 28, 2019. Juvenile and adult horseshoe crab are relatively mobile and would likely temporarily vacate turbid areas that cause them discomfort or stress (FEIS 4.5.2.8). Further, the U.S. Fish and Wildlife Service (USFWS) has concurred with the FERC determination that the Project is not likely to adversely affect the red knot (*Calidris canutus rufa*) (FEIS 4.6.3.2).
Time of Year Restrictions • Compliance with species time of year restrictions • Acceptance of agreed upon restrictions on construction with resource agencies	Transco acknowledges the potential for Project impact on fish, particularly river herring, Atlantic sturgeon, and winter flounder. Project construction will adhere to time of year restrictions (TOYR) for these species, with exceptions for low-impact activities approved by the Department and NOAA Fisheries (FEIS 4.6.3.5). Transco understands that the Department will condition its approval of the Project's Water Quality Certification on Transco's compliance with all time TOYRs required by the Department, in consultation with NOAA Fisheries. Given the relatively short duration of sediment-disturbing activities and rapid pace at which resuspended sediments are expected to settle out of the water column, impacts of sedimentation and turbidity on fish species and other living aquatic resources (e.g., shellfish) are anticipated to be temporary and minor (FEIS 4.5.3.2). Considering the extent of the offshore impact relative to the area of similar habitat available in the New York Bight, as well as the rate of recovery by the affected species, no significant, long-term impacts on the benthic community and other offshore resources are expected from the sediment-disturbing activities (FEIS 4.5.2.8). However, to verify that affected benthic communities recover as expected, Transco has committed to a 5-year post-construction benthic sampling and monitoring program.
Surface Water Quality Impacts from Offshore Construction • Sediment exceedances of applicable criteria for metals and polychlorinated biphenyl (PCBs) • Potential impact on water quality of suspended sediment during construction and implementation of Best Management Practices (BMPs)	In response to the NJDEP Notice of Denial letter dated June 5, 2019, Transco conducted contaminant dispersion modeling (see Appendix F-5 to Transco's Supplement to the Waterfront Development Permit application dated June 28, 2019). The results indicate that the contaminant levels in the water column associated with Project construction would not exceed the applicable chronic or acute toxicity criteria presented at N.J.A.C. 7:9B for saline waters outside a 500-foot mixing zone. This includes the criteria for total mercury; currently there is no numeric water quality standard for methylmercury at N.J.A.C. 7:9B. In addition, Transco has modeled the dispersion of sediment due to offshore Project dredging/trenching in terms of TSS (see Table 2-4 and Appendix F-1 through F-4 to Transco's Supplement to the Waterfront Development Permit application dated June 28, 2019). Since 2017, amendments to Transco's "base-case" TSS modeling report reflect refinements to proposed construction methodologies based on contractor input and application of several BMPs to reduce TSS levels. These results demonstrate the effectiveness of BMPs in reducing Project-related TSS concentrations. For example, the latest modeling results show that concentrations of 50 mg/L are not expected to extend more than 500 feet from the dredging location in New Jersey waters when using a clamshell dredge with an environmental bucket (assuming 0.5% to 2.5% loss to the water column depending on the scenario). These predicted plumes are substantially smaller than "base-case" modeling results for scenarios using a conventional clamshell bucket and barge overflow (assuming 10% loss to the water column), which are not applicable to Transco's current offshore construction plan in New Jersey waters. The numerical relationship between TSS (measured in mg/L) and turbidity (measured in Nepholometric Turbidity Units [NTUs]) varies widely depending on site-specific sediment characteristics, and has been observed to range up to approximately 6 mg/L per 1 NTU for previous dredging projects (Anchor Environmental 2003). Assuming a ratio of 2 mg/L per 1 NTU, a concentration of 50 mg/L would yield a result of roughly 25 NTU. Assuming a ratio of 6 mg/L per 1 NTU, a concentration of 50 mg/L would yield a result of roughly 8 NTU. In comparison, the turbidity standard listed in N.J.A.C. 7:9B is a maximum of 30 NTUs at any time for Class SE1/SE2 saline waters and 10.0 NTUs for Class SC saline waters. Therefore, the Department considers use of the modeling results for TSS concentrations of 50 mg/L to be a reasonable proxy for identifying the distance at which compliance with the NJDEP surface water quality standard for turbidity would be achieved. While the presence of offshore construction equipment may temporarily preclude use of the active work area for other activities (e.g., recreational fishing), the predicted temporary increases in TSS and turbidity in the immediate vicinity of the work area would not render the water unsuitable for designated uses.

Key Issues	Response
	Transco will implement several BMPs during offshore construction, such that the Department does not expect the Project to cause an exceedance of water quality standards, accounting for Department-approved mixing zones. These BMPs include the following: • Use of HDD for the Morgan Shore crossing, which reduces disturbance of contaminated nearshore sediments. • Use of an environmental bucket for all clamshell dredging in New Jersey waters • No side-casting of dredged material. • No barge scow overflow in areas with sediments that have contaminant concentrations exceeding ER-M guidance values. • Adjustment of dredging rate as necessary to meet water quality standards. • Development of a water quality monitoring plan, to be reviewed and approved by NJDEP prior to commencement of offshore construction. • Backfill material will be clean, sandy material, with a limited amount of fine-grained material (i.e., silt and clay). • During backfilling, the clamshell bucket will be lowered below the water line before releasing any material. • Where appropriate, a jet trencher will be used, reducing the area of sediment disturbance compared to clamshell dredging and minimizing or avoiding backfill activities along these segments. Transco will provide offshore water quality monitoring to ensure compliance with New Jersey surface water quality standards at N.J.A.C. 7:9B. *Reference:* Anchor Environmental. 2003. Literature Review of Effects of Resuspended Sediments Due to Dredging Operations. June 2003. Prepared for Los Angeles Contaminated Sediments Task Force.
Contaminated Sediment in Raritan Bay • Presence of contaminated sediments along Raritan Bay Loop • Modeled contaminants and screening against applicable sediment criteria	In response to the NJDEP Notice of Denial letter dated June 5, 2019, Transco conducted contaminant dispersion modeling for six offshore sites located within 2 miles of the New Jersey shoreline (MP 12.2 to MP 14.2) where sediment samples were collected during Fall 2018 had indicated an exceedance of ER-M guidance thresholds for sediment toxicity (see Appendix F-5 to Transco's Supplement to the Waterfront Development Permit application dated June 28, 2019). Transco sampled six other sites between MP 12.2 and MP 14.2 in Fall 2018 where ER-M exceedances were not detected. The Fall 2018 sampling was conducted in accordance with an NJDEP-approved Sediment Sampling and Analysis Plan (SSAP). Therefore, the Department has determined the Fall 2018 samples are reasonably representative of the contaminant concentrations for sediments that would be disturbed between MP 12.2 and MP 14.2. While the presence of offshore construction equipment may temporarily preclude use of the active work area for other activities (e.g., recreational fishing), the predicted temporary increases in suspended contaminant concentrations in the immediate vicinity of the work area would not render the water unsuitable for designated uses. Transco considered bioaccumulation of sediment contaminants in the document *Evaluation of Risks to Ecological Receptors due to Resuspended Contaminants* (see Appendix I to Transco's Supplement to Waterfront Development Permit application dated June 28, 2019). The report concluded that that there is a low risk of adverse effects on ecological receptors from exposure to metals and organic contaminants in sediment that will be suspended in the water column and redeposited during Project-related dredging/jetting activities. In particular, the results of Total Bioaccumulation Potential modeling using maximum PCB concentrations measured along the offshore route in 2016 suggest that the entrainment and redeposition of even the most contaminated sediments along the route will not adversely affect local biota or food webs. The ER-M and ER-L guidance values are not water quality standards; the identified exceedances pertain to the potential for toxicity to benthic organisms in the existing (pre-construction) sediment. Results of Transco's contaminant dispersion modeling indicate that the contaminant levels in the water column associated with Project construction would not exceed the applicable chronic or acute toxicity criteria presented at N.J.A.C. 7:9B for saline waters outside a 500-foot mixing zone. It is reasonable to expect modeling of sediments with lower (ER-L) concentrations would also indicate compliance with the applicable chronic or acute toxicity criteria outside a 500-foot mixing zone. Additionally, sediment with higher contaminant levels will be mixed with adjacent less-contaminated material and dispersed away from the point of sediment disturbance, resulting in dilution of the contaminants. The diluted contaminant levels in the redeposited material are expected to be similar to ambient contaminant concentrations in surface sediments at the depositional locations. Further, contaminated dredged material would be removed and backfill will consist of clean, sandy material, thereby reducing overall sediment contamination in Raritan Bay, resulting in a long-term benefit to natural aquatic biota.
HARS Disposal • Suitability of HARS disposal • Validity of laboratory data to support HARS disposal	On September 13, 2017, and December 20, 2017, Transco filed a permit application with the U.S. Army Corps of Engineers (USACE) – New York District (NYD) under Section 103 of the Marine Protection, Research, and Sanctuaries Act (MRPSA) seeking authorization to dispose of suitable dredged material at the Historic Area Remediation Site (HARS) located in the Atlantic Ocean. In support of the application, Transco collected sediment and water samples between February and May 2018 to evaluate the physical, chemical, and biological characteristics of sediment along the 23.33-mile-long offshore portion of proposed Raritan Bay Loop route. Samples were collected in accordance with the SSAPs provided to Transco by USACE on December 7, 2017, and January 18, 2018. A detailed description of this offshore sampling campaign including an evaluation of sediment for HARS suitability and all relevant sampling and analysis results were submitted to USACE in a report titled *Report on the Sampling and Testing of Material from the Northeast Supply Enhancement Project for Dredging and HARS Placement - New Jersey, New York (November 2018)* on

Key Issues	Response
• Status of Section 103 Permit review	November 5, 2018. Since the submittal of this report, Transco has responded to multiple requests for data and clarification from USACE NYD and USEPA Region 2. On March 5, 2019, Transco received a letter containing the results of USEPA's Quality Assurance/Quality Control (QA/QC) review of Transco's HARS suitability data. Transco responded to this letter with a supplementary data submittal on April 25, 2019. As of August 2019, Transco has been notified that the results of USEPA's secondary QA/QC review taking into account this supplementary data and the USACE NYD determination regarding the applications are forthcoming and continues to respond to requests to support review of the applications.
Alternatives Analysis • Suitable consideration of compressor station siting alternatives • Avoidance and minimization • Consideration of energy efficiency alternatives and energy conservation measures • Siting of Raritan Bay Loop and consideration of resources within Raritan Bay and routing evaluation	<u>Compressor Station Alternatives</u> To satisfy the regulatory requirements set forth by the FERC and the New Jersey Freshwater Wetlands Protection Act Rules, Transco used a multi-tiered approach to identify the most suitable site for Compressor Station 206. The siting criteria consisted of engineering constraints, site availability, and natural resources. Transco undertook an exhaustive study to identify and evaluate potential compressor station locations. In accordance with the definitions outlined at N.J.A.C. 7:7A-1.3 and rules outlined at N.J.A.C. 7:7A-10.2 and N.J.A.C. 7:7A-10.3, alternatives were identified as practicable when available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes. Transco considered alternative sites practicable that were not owned by Transco, but which could reasonably have been or be obtained, utilized, expanded, or managed in order to fulfill the basic purpose of the proposed activity. Based on these criteria, Transco selected the most practicable alternative site with the least impacts to wetlands, pursuant to the Freshwater Wetlands Protection Act. Upon completion of the alternatives analysis summarized above and described in detail in Transco's Alternatives Analysis for the Project, Transco acquired the selected site. As detailed in Transco's June 2019 Freshwater Wetlands Individual Permit Application, Transco also evaluated avoidance and minimization measures at individual wetland, waterbody, and transition area crossings at the compressor station site and along the Madison Loop and accordingly reduced workspaces to the maximum extent practicable to minimize and avoid wetland buffer and wetland impacts. Transco minimized impacts by co-locating the pipeline facilities with Transco's existing right-of-way to the maximum extent practicable, reducing habitat fragmentation. Due to the disturbed nature of this area, presence of pine barren communities is unlikely. Additionally, the proposed Project is located outside of the regulatory jurisdiction of the Pinelands Commission and its rules and regulations. Transco evaluated the potential for other energy sources to meet the purpose and need of the Project. Energy sources were separated into two broad categories: renewable energy sources (biofuel/biomass, hydroelectric, solar, tidal, and wind) and traditional energy sources (coal, nuclear, and oil). Following a review of energy source alternatives to meet the purpose and need of the Project, no other energy source would satisfy the increased demand for natural gas in the service territory. Electrical energy produced by traditional energy sources, such as coal-fired plants or nuclear plants, are not viable alternatives. Primarily because of environmental concerns, the capacity of these energy sources is not increasing, and the timeline to permit new facilities is not expected to be sufficient to meet the projected energy demand in the service territory within the timeframe proposed. Current regulations are phasing out fuel oil No. 4 and No. 6, due to emission rates of nitrogen oxides and sulfur dioxide. Therefore, increasing the use of fuel oil to meet the projected energy demand in the service territory would not be viable. Sufficient renewable energy sources are not currently available and cannot be available on a timely basis for large-scale application to the point where they would be viable energy alternatives to the Project. In addition, in-home natural gas energy systems would require conversion for the delivery and use of the electricity generated by the alternative energy sources discussed above. For these reasons, and because no other energy source would directly satisfy the increased demand for natural gas in the service territory, other traditional and renewable energy sources are not considered viable alternatives to satisfying the Project's purpose and need. Transco recognizes the importance of energy efficiency and conservation measures in building a comprehensive energy portfolio and did not evaluate energy efficiency or energy conservation programs, as the stated purpose and need for the Project is to transport natural gas to meet National Grid's needs and therefore such conservation efforts would not meet the Project purpose and need. <u>Raritan Bay Loop Alternatives</u> Transco evaluated an onshore alternative (Alternative 7 in Transco's NJDEP FWW Application, Appendix A Alternatives Analysis) for the Raritan Bay Loop. Transco did not select to onshore alternative due to the following constraints: • Alternative 7 would disrupt traffic patterns throughout the duration of onshore construction, which would likely extend over multiple years. • Alternative 7 includes 186 road crossings. • Substantive increases in noise impacts would occur because of the proximity of the route to local residences and businesses. • Alternative 7 is approximately 5 to 8 miles longer than all other presented alternatives, increasing the duration of construction and associated impacts.
Hydrostatic Test	Water required for testing will be taken from a total of 5 locations along the alignment within New Jersey State waters, and therefore the total 3.5 million gallons will not be taken from one concentrated location; which will aid in minimizing impacts compared to one isolated intake area.

Key Issues	Response
• Hydrostatic testing will result in negative impacts to fisheries • Rate and depth of the intake and discharge need to be taken into consideration to minimize impacts to fishery	Transco has selected the hydrostatic test water intake location and depth to allow for a water source that has minimal sedimentation or aquatic organisms, as standard practice is to minimize the presence of this undesirable material in test water used within a pipeline. The proposed depth of the intake within the mid-depth of the water column allows for the lowest potential for sedimentation and aquatic impact. Also, the intake rate will be monitored and managed to minimize sedimentation and aquatic biota uptake. Transco's practice is to ensure the intake rate is monitored and set at a rate that avoids the situation where flows would overwhelm the 0.07-millimeter mesh screen with sediment or material to the point that would incapacitate its ability to intake water. At the depth and intake rate Transco is proposing, this will allow for this activity to occur in such a manner that will decrease the potential for sedimentation, aquatic intake and re-suspension of toxic sediment and allow for the safe testing of the pipeline with water that does not contain such material.
Raritan Bay Slag • Potential Excavation of material in Raritan Bay Slag site	The Raritan Bay Slag site (NJDEP Program Interest Number 514709), which is on the USEPA National Priorities List, is located along the southern shore and in the Raritan Bay in Old Bridge Township and Sayreville, New Jersey. The USEPA National Priorities List identifies lead as the single contaminant of concern for the site (USEPA 2019). Associated Study Areas 7 and 11 (Jetty Sector) overlap with the proposed Project temporary workspace in Raritan Bay. However, locations that would be disturbed by the Project (e.g., the Morgan Shore Approach HDD exit pit) are outside the areas currently planned for remediation by the USEPA, based on lead concentrations. Transco considered results from USEPA's site investigation (CDM 2011) and conducted additional sampling in the area of the Morgan Shore Approach HDD exit pit to further investigate the extent of contamination near Area 7 (see Appendix D to Transco's Supplement to the Waterfront Development Permit application dated June 28, 2019). Based on these results, sediments that will be disturbed during construction of the Raritan Bay Loop have concentrations of lead lower than the remediation goal identified in the USEPA's 2013 Record of Decision (USEPA 2013) for the designated remediation areas. Additionally, Transco proposes to implement several BMPs during offshore construction, such that the Department does not expect the Project to cause an exceedance of water quality standards, accounting for Department-approved mixing zones. These BMPs include the following: • Use of HDD for the Morgan Shore crossing, which reduces disturbance of contaminated nearshore sediments. • Use of an environmental bucket for all clamshell dredging in New Jersey waters. • No side-casting of dredged material. • No barge scow overflow in areas with sediments that have contaminant concentrations exceeding ER-M guidance values. • Adjustment of dredging rate as necessary to meet water quality standards. • Development of a water quality monitoring plan, to be reviewed and approved by NJDEP prior to commencement of offshore construction. • Backfill material will be clean, sandy material, with a limited amount of fine-grained material (i.e., silt and clay). • During backfilling, the clamshell bucket will be lowered below the water line before releasing any material. Further, all material dredged during construction of the Raritan Bay Loop within Study Areas 7 and 11 will be disposed of at appropriately permitted upland facilities in accordance with Transco's draft Raritan Bay Loop Materials Management Plan (Appendix G to Transco's June 2019 WFD supplement). Because all Project-related offshore dredged areas will be backfilled with clean, sandy material from Department-approved sources, overall sediment contamination in Raritan Bay will be reduced. *Reference:* CDM. 2011. *Final Remedial Investigation Report: Raritan Bay Slag Superfund Site*. Final. Prepared for U.S. Environmental Protection Agency. 2019. Superfund National Priorities List (NPL) Sites – by State. Available at: https://www.epa.gov/superfund/national-priorities-list-npl-sites-state. Accessed August 30, 2019. _____. 2013. *Record of Decision - Raritan Bay Slag Superfund Site, Townships of Old Bridge/Sayreville, New Jersey.* USEPA Region 2. May 2013. CERCLIS ID NJN000206276. Available at: https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.docdata&id=0206276. Accessed August 30, 2019.
Construction Schedule • Insufficient time to construct the project	Project construction will adhere to TOYRs for several species, including river herring, Atlantic sturgeon, and winter flounder, with exceptions for low-impact activities approved by the Department and NOAA Fisheries (FEIS 4.6.3.5). As described in the project record, the TOYR (with Department-approved exceptions) allow offshore construction activities to occur during Transco's scheduled

Key Issues	Response
taking into consideration all time of year restrictions	execution window beginning May 1 through December 31. Transco has provided sufficient assurances to the Department that this construction schedule is feasible, and that suitable contingency has been built into the schedule to accommodate potential downtime and delays during offshore construction, as discussed below. Transco has carefully planned construction activities within Raritan Bay to comply with the various TOYR based on both the construction activity and its associated location within the bay to which they apply. In order to ensure that the offshore construction schedule will comply with the TOYR, Transco engaged multiple offshore construction contractors with recent experience performing dredging, pile driving, pipelay, diving, and backfill activities within Raritan Bay. These experienced contractors provided Transco with conservative rates of performance that form the basis of the execution plan. The construction execution plan represented in the project record captures contingency built into the schedule based on these conservative rates of performance to accommodate operational and/or mechanical issues and expected progress rates while still achieving compliance with the TOYR. The schedule reflects both the number of days anticipated to complete each construction activity and potential operational and mechanical downtime. Operational and mechanical downtime allowances included in the schedule varies by activity and range from 8% to 24% depending on the activity. Another key element of the construction execution plan is that the critical-path dredging activities are scheduled from May to August when weather conditions are historically most favorable, and risk of delay is at its lowest. According to the current construction schedule, Transco would complete the offshore portion of the Project by November 25. Given that construction may continue through December 31, the schedule includes an additional 36 days to account for unanticipated downtime and weather delays while complying with the TOYR. These 36 days are <u>in addition</u> to the downtime allowance referenced in the above paragraph. If the schedule is further delayed due to factors such as mechanical issues or adverse weather, Transco will continue to observe all TOYR discussed above, accounting for Department-approved exceptions. Transco will continuously track progress against the planned offshore construction schedule and is committed to providing the construction resources necessary to complete the Project within the defined time period while also maintaining compliance with water quality standards and TOYR. The dredging rates that are proposed to sustain compliance with water quality standards based on sediment modeling are consistent with the rates anticipated as part of the construction execution plan, so the Department does not anticipate that these rates will conflict with any species TOYR. The Department will condition its approval of the Project's Water Quality Certification on Transco's compliance with all TOYR required by the Department, in consultation with NOAA Fisheries.
Side-casting • Suitable locations for side-casting • Backfill source material	Transco is no longer proposing to side-cast dredged material. For any supplemental offshore backfill activities, Transco will use select commercially available material that is compatible and will consist of predominantly sandy and have only a limited amount of silt and clay, which will help ensure stability and minimize deposition outside of the target backfill area.
Temporary vs. permanent Impacts • Mis-representation of impacts in waterbodies along the Madison Loop • Acid-producing soils and groundwater discharge • Inadvertent fluid return	Proposed construction activities will not cause or exacerbate bank erosion as the Project does not propose any significant modification to any of the stream channels within the Project area. All disturbed sections of the stream channels will be properly stabilized in accordance with the SESCP and following construction, the banks will be stabilized via seeding and/or by installing erosion control matting. Immediately following construction trenched sections of the stream will be restored to pre-construction grade. The slope of the channel will be restored to match pre-construction conditions but shall not exceed 2:1 slope. Typical backfill cover requirements will be met and a minimum cover of four (4) feet will be provided below the channel invert. The channel bottom will be restored to pre-construction elevations following channel protection installation. Restoration activities including stabilization, grading, backfill, and the planting of vegetative cover associated with the watercourses described above will be completed within 6 months of disturbance. Potential impacts associated with acid-producing soils have been planned for and will be mitigated through Transco's Erosion and Sediment Control Plans as approved by the county SCDs. Further, Transco's Onshore HDD Contingency Plan, submitted as Appendix L to its June 2019 Freshwater Wetlands Individual Permit application, describes the methods that Transco's HDD contractor will employ to reduce the risk of an inadvertent return of drilling fluids as well as the contingency plan for containment, restoration, and mitigation in the event of an inadvertent return of drilling fluids. Prior construction, a specific scope of work will be developed for each HDD crossing that will outline any site-specific conditions and specifications necessary to ensure successful restoration and mitigation in the event of an inadvertent return.
Fluid Additives • Drilling fluids	As described in the FEIS, drilling fluids and cuttings will be deposited within the HDD entry and exit pits as drilling progresses. Transco has sized the offshore HDD pits to accommodate the entire volume of drilling fluids and cuttings and a 25% overage to reduce the potential that the fluid and cuttings will leave the pits. Further and because of the density of the drilling fluids is greater than seawater, the drilling fluid and cuttings are expected to settle to the bottom of the pits and not escape into the water column.

Key Issues	Response
• Hydrostatic test water additives	Transco will use water-based drilling fluids and will not use petroleum-based drilling fluid additives. Transco will provide information on all HDD fluid additives to NJDEP for approval prior to use. The additives would be National Sanitation Foundation/American National Standards Institute 60 (NSF/ANSI 60) approved. Upon selecting the HDD contractor, Transco would file on the FERC docket the safety data sheets for all drilling fluid additives for review and approval prior to construction. Hydrostatic testing of the Raritan Bay Loop will involve flooding the pipeline with filtered seawater. A non-toxic fluorescent dye (Hydro Tag Clear) will be added to allow easier detection of any underwater pipe leaks during the test(s). If water is to remain in the pipeline for an extended period of time, Transco may control internal corrosion by chemical treatment using CORRTREAT 15316 based on the results of an analysis of three corrosion inhibitor options. The results of the analysis indicated CORRTREAT 15316 to be both biodegradable and a better corrosion inhibitor than the other alternatives evaluated. Furthermore, FERC concluded in its FEIS that given CORRTREAT's relatively rapid degradation in seawater, the proposed critical dilution for the discharge, and the results of Transco's bioassays, the use of CORRTREAT 15316 in the hydrostatic test water would not be expected to bioaccumulate in aquatic food webs or result in adverse impacts on aquatic organisms. The selected additives will be used at concentrations that do not cause adverse effects on the receiving waterbody at the time of test water discharge, accounting for any permit-approved mixing zone. Treatment and discharge of the hydrostatic test water will meet applicable NJDEP regulatory requirements. Transco will submit an application to the NJDEP for a National Pollution Discharge Elimination System permit in advance of the commencement of offshore construction activities. No other additives are planned to be used during hydrostatic testing of the Raritan Bay Loop. During final pre-commissioning, Transco would use other additives, however those materials would be captured and not discharged.
Transco's Safety Record	While not relevant to the pending applications before the NJDEP, safety is Transco's top priority when constructing and operating natural gas pipeline projects and associated facilities. While the FERC has oversight in ensuring that the facilities are designed according to the latest U.S. Department of Transportation (USDOT) – Pipeline and Hazardous Materials Safety Administration (PHMSA) safety standards and are safely constructed, once the natural gas is flowing through the new facilities, the USDOT-PHMSA assumes oversight responsibility during the operational life of the pipeline and supporting appurtenances such as compressor stations. Transco meets or exceeds existing safety standards of the USDOT-PHMSA and the Occupational Safety and Health Administration (OSHA), and the guidelines of industry organizations such as the Interstate Natural Gas Association of America (INGAA). This will include compliance with applicable design standards and codes, construction provisions as mandated, and operation procedures and standards, such as participation with the New Jersey one-call system. FERC analyzed reliability and safety in its FEIS. Transco notes that, in connection with its Garden State Expansion Project, NJDEP acknowledged FERC and USDOT-PHMSA's expertise in and authority over pipeline safety, and its lack of jurisdiction over these matters, stating: > The operations regulations include stringent requirements from FERC, and under the U.S. Department of Transportation's (DOT) Minimum Federal Safety Standards. As review of these practices are outside the Division's jurisdiction, the Division defers to the FERC and the Federal Department of Transportation for oversight. The Division notes that the FERC issued a Certificate of Public Convenience and Necessity for the proposed natural gas delivery on April 7, 2016. The Department has no authority over industry construction standards or specifications and defers to the federal agencies with expertise in these areas.
Impact to fisherman, recreational boaters, and whale-watching businesses	In its WFD Application, Transco concluded that the Project complies with Coastal Zone Consistency Rules. FERC's January 25, 2019 FEIS concluded that impacts to fisherman, recreational boaters, and whale-watching businesses would be temporary and minor and would resolve upon completion of construction.
Impacts in New York State Waters	Comments relating to impacts in New York State waters and New York State water quality standards are not relevant to Transco's the pending permit applications before the NJDEP. Impacts in New York State waters have been addressed in the context of Transco's pending applications before the New York State Department of Environmental Conservation (NYSDEC) and New York State Department of State (NYSDOS).
The alleged benefits will only improve the air quality of New York and will have no effect on New Jersey	While not relevant to the pending permit applications before NJDEP, air pollutants that could potentially impact human health or air quality from the Project are below applicable federal National Ambient Air Quality Standards (NAAQS) and New Jersey air quality thresholds. Air emissions from the Project would disperse in the atmosphere and are not anticipated to result significant deposition of pollutants into a water or land habitat. Use of natural gas in place of fuel oil in New York will result in reductions in direct emissions of NOx and particulate matter (PM), as well as fine PM precursors of SO_2 and NOx, leading to regional air quality improvements for ozone and PM in New York as well as northern New Jersey.

Key Issues	Response
• Air quality benefits should be in municipality where wetlands are being impacted	
Emissions from 206 will result in significant health and environmental impacts to the area • HAP emissions will degrade the air quality in New Jersey • Emissions are unlawful	While not relevant to the pending permit applications before NJDEP, Compressor Station 206 is a minor source of emissions and air dispersion modeling results demonstrate the station is not predicted to cause or contribute to exceedances of the NAAQS, which address human health and the public welfare. Both criteria pollutant and HAP emissions are below applicable federal NAAQS and New Jersey air quality thresholds.
The applicant has vastly overstated the air quality benefits which will be felt in New York	The response is based on interpretation of the independent documents referenced in the footnotes of the Clean Ocean Action comment letter. While not relevant to the pending permit applications before NJDEP, as a result of the additional natural gas capacity, the air quality benefits will be felt in New York as systems are converted from fuel oil to natural gas. Current New York and New York City energy and climate goals target avoiding prolonged fuel (heavy) oil usage. Alternatives to the NESE project were previously evaluated as required by NEPA and FERC. Transco recognizes that renewable energy will have an increasing role in meeting the region's energy needs. However, the environmental impact, technical details, and economic feasibility of potential alternative energy resources are not presented or documented in the comment. Based on existing environmental initiatives, it is anticipated that natural gas will be utilized in place of fuel oil, although the exact level of adoption is unknown. It is always possible to refine estimates based on additional data, but this would not be expected to result in a significant change in the overall impact assessment. Compressor Station 206 is a minor source of emissions and modeled operational emissions meet the NAAQS. The station lifecycle emissions are below federal and state thresholds protective of human health and public welfare. • Use of natural gas in place of fuel oil has the potential to improve air quality as consumption of natural gas results in approximately 80 percent less PM and lower emissions of other pollutants. Detailed fugitive and construction-related air emissions were presented in the FEIS. • Greenhouse gas (GHG) emissions associated with the construction and operation of the NESE project within the region, including methane leakage, are identified and quantified in the Air Quality Technical Report (AQTR) and documented in the FEIS. Transco has also addressed the Project's direct and downstream GHG emissions in separate, supplemental FERC filings. • Biodiesel currently displaces only 5% of the No. 2 and/or No. 4 fuel oil and is anticipated to displace up to 10% by 2024. This percentage of fuel oil blending with biodiesel is not expected to result in significant emissions reductions.
Transco's analysis of the net greenhouse gas emissions associated with the Project make several flawed assumptions that overstate the emissions of alternatives to the pipeline and understate the pipeline's emissions impacts	Transco previously addressed NYSDEC public comments related to GHG emissions, and the adoption level of natural gas in place of fuel oil. Those comments reference a report by M.J. Bradley & Associates entitled "Life Cycle Analysis of the Northeast Supply Enhancement Pipeline". The report is an independent study and contains calculations to measure the Project's GHG emissions and impact on climate change. The study takes into account expected conversion of existing oil-fired heating systems to natural gas as well as considering projected low and high new construction scenarios. The assumptions behind the calculations are documented in the report, and the underlying values tend toward conservativism. In addition, GHG emissions associated with the construction and operation of the NESE project are identified and quantified in the AQTR and documented in the FEIS. Transco has also addressed the Project's direct and downstream GHG emissions in separate, additional FERC filings. Current New York State and New York City energy and climate goals target avoiding prolonged fuel (heavy) oil usage.

Key Issues	Response
	Alternatives to the NESE project were previously evaluated as required by NEPA and FERC. Transco recognizes that renewable energy will have an increasing role in meeting the region's energy needs. However, the environmental impact, technical details, and economic feasibility of potential alternative energy resources are not presented or documented in the comment. Based on existing environmental initiatives, it is anticipated that natural gas will be utilized in place of fuel oil, although the exact level of adoption is unknown. It is anticipated that the Project has the potential to run at capacity throughout the year, either as a replacement or supplement to meet existing and future energy demand.
Endangered Species Act Section 7 Consultation • Offshore Species • Onshore Species	As summarized in Transco's application(s) and in coordination with the USFWS, NOAA, and New Jersey Natural Heritage Program, Transco evaluated potential impacts to threatened and endangered species from construction and operation of the Project. As described in the FEIS, USFWS concurred with FERCs onshore findings in the FEIS (i.e. not likely to adversely affect). Consultation is complete for onshore species under the USFWS jurisdiction. Consultation for offshore species is ongoing and will be complete prior to construction of the Project. However, the Project will not adversely affect threatened and endangered marine species, to the degree that the populations of such species will not be negatively affected, and their habitat will benefit in the long term from replacement of contaminated sediment with clean, sandy backfill.
Impacts to Regulated Areas • Grading/Steep Slopes • Use of timber mats	Disturbances to wetlands and wetland transition areas include both temporary and permanent impacts as described in Transco's FWW application. To the extent practical, Transco will restore the right-of-way to existing contours, including steep slopes, in a manner that maintains slope stability and promotes revegetation. These areas will be restored in accordance with the soil and erosion and sediment control plan for the Project and will restore functions and values impacted during construction of the proposed Project. In addition to providing a safe and stable working area, the use of timber mats minimizes compaction by dispersing equipment weight over a larger surface area. Timber mats also avoid excessive disruption of wetland soils and the native seed and rootstock within the wetland. Temporarily impacted wetlands will be restored in accordance with the Erosion and Sediment Control Plan and monitored in accordance with N.J.A.C. 7:7A-11.12.
Impacts to Regulated Areas • Groundwater movement/recharge • Dewatering	It is possible that the pumping of groundwater from certain excavation elements will temporarily reverse the hydraulic gradient that may ordinarily allow for shallow groundwater to discharge into nearby wetlands and surface waterbodies (when present). Therefore, the potential exists that the water table across some of the nearby wetland areas may be temporarily lowered and that the mapped surface water bodies may experience a short-term decrease in flow as a result of dewatering. None of these effects are considered to be severe or long-term in nature, as the dewatering is anticipated to be short in duration and relatively minor in volume. In addition, a large number of the mapped surface waterbodies along the Project alignment have intermittent flow, suggesting that the ambient discharge to these streams is not continuous and dependent on precipitation events or temporarily perched water table conditions. Finally, dewatering will not occur simultaneously across the entire Project, but will occur in increments, and only as needed as construction progresses. The incremental and temporary nature of construction dewatering will prevent lowering the water tables beneath some or all of the Project area. The proposed construction and dewatering activities could have a minor impact on the groundwater resources as described above. However, much of the potential impacts will be avoided or minimized by utilizing both industry standard and specialized construction techniques. Since there is an expectation that limited amounts of groundwater will be encountered during trenching, Transco will adhere to the requirements and conditions of the NJDEP Temporary Dewatering and Water Allocation permit, in addition to the FERC Upland Erosion Control, Revegetation, and Maintenance Plan and the Wetland and Waterbody Construction and Mitigation Procedures guidelines for all dewatering activities: • The upper water-bearing unit could sustain minor effects from temporary changes in overland water flow or recharge caused by clearing and grading of the proposed Project areas. In addition, near-surface soil compaction that may be caused by heavy construction vehicles has the potential to reduce the ability of soils to absorb water. These minor impacts will be localized, temporary and will not adversely affect groundwater resources in the Project vicinity. • It is anticipated that construction dewatering will be necessary along a portion of the pipeline trench, either as a result of controlling perched water table conditions or because the excavation base will be near or below the regional water table. The effects of the proposed temporary water withdrawal to manage water infiltration into the excavations are expected to be minor, as the construction activities will be typically completed over period of no more than a few days and the localized lowering of the water table will be temporary. • In order to locally recharge the water-bearing units, Transco proposes to discharge the dewatering fluids (after removal of fines by a combination of installed filter fabric in the construction sumps and/or subsequent filtration via portable, skid-mounted cartridge filters) into well-vegetated upland areas, or into hay bale/dissipation structures in those areas where dense vegetation is absent. • The construction activities and final land use of the Project are not anticipated to generate long-term degradation of the volume and quality of groundwater resources, as they do not involve conversion to a long-term land use that would threaten the quality of groundwater.

ATTACHMENT 4

Northeast Supply Enhancement Project Factsheet

NORTHEAST SUPPLY ENHANCEMENT PROJECT FACTSHEET

Purpose & Need

Q: How do companies like National Grid request expansion? How are expansion requests processed and evaluated?

A: *National Grid relies on Williams' Transco pipeline for a significant portion of its natural gas supply. When a Transco pipeline customer -- like National Grid -- anticipates an increase in its future natural gas supply needs, it will approach Transco to inquire about available pipeline transportation options that may be developed to meet that need. During this process, a Transco project team identifies what facility modifications may be required to satisfy the customer's request. This process involves detailed engineering modeling and hydraulic studies to determine what new facilities would be required and where those facilities would need to be located. Once a project scope is defined, the customer has an opportunity to execute a binding financial agreement committing to the project.*

Q: How does National Grid determine its need for the project?

A: *National Grid actively maintains forecasts to identify the anticipated long-term natural gas supply needs of its customer base. National Grid has communicated to Transco that based on current natural gas forecasts, the company is anticipating an increasing peak day need. Incremental capacity will be needed to meet these requirements, given that the existing Transco infrastructure is operated at capacity. The company forecasts a sustained natural gas growth rate of approximately 10 percent over the next 10 years, fueled primarily by new development projects and contained conversion from oil heat to natural gas. National Grid forecasts that even with the adoption of alternative heating solutions, this additional natural gas supply will be needed.*

Q: What "upside" does this project offer to Franklin Township and the surrounding area?

A: *The Transco pipeline system crosses 13 states, including more than 500 miles of underground lines and five compressor facilities already operating in New Jersey. Transco currently provides more than half of the natural gas consumed in the state of New Jersey.*

Over the course of its history, the company has executed many projects in other states to ensure reliable service to New Jersey natural gas consumers. The NESE project is not designed to provide direct service to New Jersey; however, the project will indirectly benefit the state by adding facilities which increase the overall reliability of existing energy infrastructure. In addition, there will be ancillary economic benefits in the areas where the facilities will be constructed and operated. Transco has independently developed a formal economic impact study to better articulate those short and long term economic benefits such as:

- *Generate approximately $240 million in additional economic activity (GDP) in New Jersey,*

- *Support more than 2,400 local New Jersey jobs and 3,186 regional jobs during the project construction period. Generating approximately $172 million in potential income for New Jersey workers,*
- *Add $418,300 in local tax revenues in Somerset County and $16 million total in new local and state tax revenue,*
- *Have minimal impact on surrounding neighbors and the environment. In its proposed location the facilities will be largely out of sight, with virtually zero impact on noise or air quality.*

Once in service, the NESE Project will displace the equivalent of 900,000 barrels of heating oil; reducing CO2 emissions by up to 200,000 tons in the first year: this is the equivalent of removing 500,000 cars from the road, vastly improving regional air quality. NESE will reduce other local emissions by 300 tons in the first year including smog, acid rain and particulates that have negative health and environmental effects on neighboring states like New Jersey.

Additionally, although NESE is a regional project, New Jersey will receive all dedicated mitigation project funding. With NESE permit approval and construction, Williams will commit to replacing up to 450 of the worst emitting drayage trucks around the Ports of Newark and Elizabeth and replacing them with 2014 or newer models that are virtually zero emissions. The truck replacement program will result in a potential NOx reduction of more than 121 tons annually. Williams will also commit to upgrade and/or modify for increased efficiency up to 33 of NJ Transit's worst polluting diesel engines and replacing them with vastly cleaner EPA certified Tier 3 engines – resulting in a potential NOx reduction of 1,282 tons annually. A capital investment of millions of dollars, these upgrades will be a major step toward a cleaner, more reliable NJ Transit fleet.

Q: Who are the customers on the project? Who will be receiving the benefit of this gas?

A: *Brooklyn Union Gas Company doing business as (D/B/A) National Grid NY & KeySpan Gas East Corporation D/B/A National Grid are the customers. The two customers provide natural gas service to 1.25 million retail customers in Brooklyn, Queens, and Staten Island, as well as 586,000 retail customers in Long Island and on the Rockaway Peninsula. NESE is a critical expansion of existing energy infrastructure that will provide New York City and Long Island consumers in National Grid's service territory greater access to reliable, clean and affordable natural gas ensuring safety, reliability and resiliency for the New York region.*

Q: Can the site be located on a Staten Island landfill/wasteland property?

A: *Siting the proposed compressor station in Staten Island would not meet the compression requirements of the project.*

Q: If the compressor station won't be running 24/7, is there really a demand?

A: *Even though a facility is not in constant use doesn't mean it isn't needed. Not all pipeline facilities operate 24/7. Natural gas demand is based on consumption, which varies throughout the day and also swings widely based on the season. The utilization of pipeline facilities varies accordingly, adjusting to variable transportation loads, operational and maintenance needs.*

Q: Is the gas coming from the Marcellus?

A: *Transco does not own the gas that it transports. Transco's fee structure is similar to that of a trucking company, which gets paid to haul commodities from place to place. The fee structure for the services Transco provides are based on firm transportation service of natural gas from supply areas to market areas/city gates. Customers like National Grid source their natural gas supply from a variety of supply basins and producers. They also utilize several different natural gas systems for firm transportation services. When National Grid contracts with Transco for their firm transportation of natural gas, that gas comes from the Gulf Coast, Mid-Continent or the Marcellus regions.*

Q: Is there a high level of radon in the gas?

A: *Radon is one of several naturally occurring radioactive substances ("NORM") found in natural gas, and is commonly found in soil and groundwater. The gas that is transported through the Transco system is pipeline-quality "dry" gas, meaning that the gas has been processed at a gas processing plant. Radon has a short half-life (3.8 days), and immediately begins degrading at the wellhead where gas is produced. The process of turning processed gas into "dry" gas rapidly diminishes radon concentrations; when a gas plant strips liquefied petroleum gases, ethane, or propane and butanes, a large amount of radon is removed, further reducing the radon prior to its entry into the Transco system.*

Operations

Q: Is there a bi-product produced at the compressor station that will be shipped off?

A: *Natural gas condensate (naturally occurring in the gas stream) will be captured in small quantities by compressor station scrubbers and shipped off site as needed.*

Q: What were the prohibitions from the power company for providing power to the site; is there a document outlining what those are?

A: *Electric utility providers undergo a regulatory process, not unlike the process that natural gas pipelines go through, when they propose to expand their system. Transco engaged with the local electric utility provider to discuss the feasibility of bringing in electric power capable of running*

electric compressor units in the proposed compressor site. The results of these discussions showed that in order to supply utility power capable of supporting electric-powered compression the electric utility would have to overcome numerous regulatory hurdles, including running additional lines through an historic borough, crossing the Delaware and Raritan Canal, and impacts to landowners as a result of running several miles of additional lines. These factors were communicated as part of phone conversations with representatives of the electric utility and were not provided in written format.

Q: What has been the pressure of the lines coming into Compressor Station 206 for the past 10, 20, 30 years?

A: *The lines have had various pressures throughout the years based on flow and demand, but have never exceeded the maximum operating pressure of 800 pounds per square inch (psi) and will not exceed 800 psi with the addition of the compressor station. They have operated safely for decades at or below 800 psi.*

Q: What are the class locations for the lines going into Compressor Station 206? What are the class locations/breaks through the area?

A: *The existing pipelines that would be connected to the proposed Compressor Station 206 are currently Class 1. Throughout this area, class locations can range from Class 1 to Class 3 depending on population density. The suction and discharge pipelines that would connect Compressor Station 206 to the mainline system would be constructed and operated in accordance with Class 3 standards.*

Q: New Jersey requires Class 4 pipe, why is Transco not going above and beyond state requirements?

A: *Transco is an interstate natural gas pipeline company that is regulated by the Federal Energy Regulatory Commission (FERC) and by the Federal Department of Transportation (USDOT) pursuant to the Natural Gas Act and the Natural Gas Pipeline Safety Act. Because Congress has occupied the field of interstate natural gas transportation, any state law that attempts to regulate interstate natural gas pipelines or natural gas pipeline facilities will be preempted.*

The Pipeline and Hazardous Materials Safety Administration (PHMSA), an agency of the USDOT, uses a formula that incorporates both the material factors and safety factors to determine the maximum allowable pressure (MAOP) a pipeline can operate through any given area.

Pipelines are operated at pressures below the theoretical 100% stress level based on safety factors required under PHMSA 49 CFR 192 code. The PHMSA pipeline area classifications along the Madison Loop vary between Class 1 and Class 3; however Class 3 pipeline will be installed for the entire length of the Madison Loop, exceeding the requirement.

Q: What percentage of pipeline welds are 1970 or before?

A: *The existing pipelines that proposed Compressor Station 206 will connect to were relocated and replaced in 1987, thus none of the welds are pre-1970.*

Water Source

Q: What does Transco plan to use as a water source for Compressor Station 206? The municipal water supplying the area surrounding the proposed Compressor Station 206 site lacks adequate water pressure. In addition, local first responders, officials, and residents have all expressed concerns that a fire at the compressor station would present a major safety issue especially with the wooded area surrounding the site.

A: *In December 2017, the New Jersey Department of Transportation (NJDOT) issued a permit to Franklin Township authorizing the road surface disturbance required to make the necessary repairs to the municipal water supply system (NJDOT permit number O-27-C-12115-2017). On March 6, 2018, the Township issued a bid opportunity for the Route 27 Water Main Cured in Place Pipe (CIPP) Rehabilitation Project (Franklin Township request for proposal number B18-005-ENG).*

Franklin Township completed the repairs to the municipal water supply system in early 2019; however, Transco is currently proposing to install a potable water tank(s) for operational water use at Compressor Station 206.

Transco personnel will staff the new compressor station during normal business hours. Remote monitoring is conducted 24 hours a day, 7 days a week, with 24/7 on-call support provided by local operations personnel. After business hours, local operations personnel are available on-call in case of emergency. In the event of an emergency, local personnel would be notified immediately.

The compressor buildings are built with noncombustible material and will be sufficiently ventilated to minimize the potential for gas to accumulate within enclosed areas. The new compressor station will be equipped with automatic emergency detection and shutdown systems. Transco tests these safety and emergency systems routinely to ensure they are operating properly. The emergency shutdown system design forces a shutdown. The emergency shutdown system isolates areas of the compressor station in the event of a fire before a flammable mixture of gas can develop. The systems also include sensors for detecting natural gas concentrations and ultraviolet sensors for detecting potential ignition sources. The most effective and immediate way to begin to address a natural gas pipeline fire is to shut off the gas source. Thus, no special fire-fighting apparatus is required to fight a high-pressure natural gas fire. However, Transco will maintain hand-held dry chemical fire extinguishers at the compressor station. In the unlikely event of an emergency, local first responders will address any fire outside the operational footprint of the compressor station.

Current Pipeline & Safety

Q: What is the current condition of the existing pipelines and how is this assessed? What are potential safety issues with increasing the pressure of natural gas in these lines?

A: *The existing pipelines that proposed Compressor Station 206 will connect to were initially installed in 1950 (Mainline "A") and 1969 (Mainline "C") and were relocated and replaced in 1987. The lines have had various pressures throughout the years based on flow and demand, but have never exceeded the maximum operating pressure of 800 psi and will not exceed 800 psi with the addition of the compressor station. They have operated safely at or below 800 psi for decades. The maximum operating pressure will remain at 800 psi. The existing pipelines are currently fit for service based on Transco's engineering and design specifications at the time of construction along with Transco's Integrity Management Program (IMP), which includes an internal inspection (pigging) program and cathodic protection.*

Q: The most likely failure scenario is corrosion. What is the maintenance history over the last 60 years in terms of corrosion monitoring and galvanic/cathodic protection schemes. The project will necessitate an increase in the gas carrying capacity of this line, which translates into perhaps an increase in pressure but, more likely, an increase in velocity. This increase in the volumetric throughput of gas through the pipeline, with a corresponding increase in the gas velocity through the pipeline, will result in some frictional heat generation. This in turn may accelerate the rate of "stress corrosion cracking" of the metal pipe and its welds.

A: *A low-voltage electrical system called cathodic protection is installed, and that, along with the pipe's coating, is designed to prevent corrosion of the steel pipeline. Transco personnel check the voltage and amperage every two months as well as the pipe-to-soil potentials and rectifiers. In addition, annual surveys are completed. All individuals involved in pipeline integrity/corrosion control work are required to be certified by an outside entity, specifically the National Association of Corrosion Engineers (NACE), prior to being made responsible for cathodic protection readings, remediation installation, and related work.*

Any time a pipeline is excavated, company personnel inspect the pipeline and coating for evidence of damage or corrosion. Internal, electronic inspection devices, called smart pigs, are also used to detect any anomalies. Although the pipeline safety regulations focus on high consequence and/or high-risk areas, Transco's overall pipeline integrity plan covers rigorous inspections for our entire pipeline system. Transco has been smart pigging its pipeline system since 1987.

Trap Rock Quarry & Blasting

Q: How will the construction and operation of the existing pipelines and proposed Compressor Station 206 be affected by its close proximity to Trap Rock Quarry? What effects will blasting at Trap Rock have on these facilities?

A: *Transco maintains a robust inspection and maintenance program that includes visual inspections, aerial inspections, and physical inspections of the pipeline. The original pipelines traversing the Trap Rock property were installed in 1950 (Mainline "A") and 1969 (Mainline "C") and were relocated and*

replaced in 1987 to accommodate the expansion of the quarry and continued safe operation of the pipeline. The PHMSA classifications in this area are Class 1 and Class 2; however, Transco opted to exceed minimum design requirements by installing Class 3 pipe in order to allow for a higher factor of safety through this area. In addition, the relocated pipelines were aligned such that Trap Rock blasting events will not be performed within 1,500 feet of the pipelines. Transco's internal allowable peak particle velocity (PPV) limitation on buried in-service pipelines is 4 inch/second, which is considered stringent by industry standards. The 1,500-foot separation results in theoretical PPV values of less than 1 inch/second during blasting events, which is well below Transco's 4 inch/second limitation. In addition, Trap Rock conducts all blasting operations in accordance with the New Jersey Administrative Code 12:190-7:26, which states that the PPV associated with blasting activities may not exceed 2 inch/second for aboveground structures (buildings, residences, etc.). Therefore, the PPV resulting from a Trap Rock blasting event will not exceed Transco's 4 in/sec limitation.

In addition, Transco conducted a Blast Vibration Analysis to determine if blasting will have any impact on the compressor station. Blast vibration monitoring was conducted by Transco on November 10, 2016, and December 2, 2016, during scheduled blasting events at Trap Rock Industries, Inc. The vibration due to the blasting activities was measured with vibration monitoring sensors placed at designated locations on the Compressor Station 206 property prior to blasting. The monitoring sensors measured the peak particle velocity, sound pressure, and dominant frequency induced by the vibration source (i.e., the mine blasting activity). Measurements were collected every two seconds with a trigger level of 0.05 inch/second, which provided a full histogram of peak particle velocity once the system was triggered by a particle velocity greater than 0.05 inch/second. In addition to the data retrieved from the monitoring sensors, previous blast vibration data collected by the mine operator was provided to Transco. The historical data was compared with data collected to establish historical context for the anticipated design loads for the compressor station foundations.

Results indicated that blast-induced ground vibration will not exceed the maximum measured values. In addition, there will be 16 vibration sensors installed on each Solar Mars 100 unit. The lower detection limit of the sensors is 200 millivolts/mil. The vibration limit requirements on the unit bearings that would initiate a unit shut-down range from 3.2 mils peak-to-peak to 4.0 mils peak-to-peak. Based upon the analysis conducted, the blasting events initiate a displacement of 0.011 millimeters; 0.011 millimeters converts to 0.43 mils. Thus, a blasting event would not trip the Solar Mars 100 vibration sensors. The peak blast-induced displacement of the compressor unit skid was compared to the lower detection limit of the vibration sensors on the Solar Mars 100 units; the estimated 0.007 millimeter displacement (0.28 mils peak to peak) is less than the vibration limit requirements on the unit bearings.

Compressor stations with this type of unit (turbine) are designed to produce almost zero vibration. Negligible vibration from equipment operation and movement of gas through the suction and discharge piping does occur; however, this negligible vibration in combination with a blast will not exceed the vibration limit requirements on the unit bearings. Therefore, the blast induced vibration would not adversely affect the operation of the compressor station or cause long-term maintenance issues. In the event that the vibration sensors were to trip, the Mars 100 turbine would enter into shut down mode. During shut down, the unit valves would close in order to isolate the unit from the

compressor station. To date, no operational or maintenance issues have been attributed to nearby mining operations on any portion of Transco's pipeline system.

Trap Rock conducts all blasting operations in accordance with the New Jersey Administrative Code 12:190-7:26, which states that the PPV associated with blasting activities may not exceed 2 in/sec for above ground structures (buildings, residences, etc.). In addition, there are multiple structures and residences that are closer to the active Trap Rock mining area than the proposed Compressor Station 206; therefore, PPV of 2 in/sec would not be experienced at Compressor Station 206. A PPV of 2 in/sec would not trip the vibration sensors on the Mars 100 units. Additionally, the foundations of Compressor Station 206 will be designed with a safety factor to prevent displacement if future blast intensity increases.

Additionally, Chapter 278 of the Franklin Township, New Jersey Township Code regulates quarries and blasting within the Township limits. The Franklin Township Zoning Map, issued by the Franklin Township Department of Planning and Zoning depicts boundaries for mining districts with the designation "M-3". The northernmost boundary of the Trap Rock "M-3" zone ends at the property line of Block 5.02, lots 11.02, 12, and 16. Blasting along the northern face of the quarry may not extend past this boundary and will therefore not extend north toward the proposed compressor station site.

Noise

Q: What are the anticipated noise levels expected from this facility during normal operation, construction, or maintenance that will be heard at nearby residents and businesses, including the Buddhist Vihara and Meditation Center? There are concerns about residents developing vibroacoustic disease due to the constant exposure to low frequency noise produced by the compressor station.

A: *FERC requires that the noise attributable to a new natural gas compressor station with all equipment operating not exceed a day-night average A-weighted (A-wt.) sound level (i.e., Ldn) 55 dBA (decibels on the A-weighted scale) at any noise sensitive area (NSA)/residence, noting that an Ldn of 55 dBA is equivalent to an A-wt. sound level (Leq) of 49 dBA. For proposed Compressor Station 206, it is anticipated that the maximum A-wt. sound level contribution of the compressor station during full load operation will be equal to or lower than 55 dBA at nearby NSAs. Thus, proposed Compressor Station 206 will be designed to generate sound levels that are lower than the FERC sound level requirement and state/local noise regulations (e.g., State of New Jersey noise level limits).*

As presented in Table 9.3-9, the results of the acoustical analysis indicate that the total sound level resulting from the operation of Compressor Station 206 (operating at full capacity) at the nearby NSAs would not exceed the day-night sound level (Ldn) of 55 dBA, as required by the FERC.

Table 9.3-9
Estimated Sound Pressure Levels for the Closest NSA for Compressor Station 206 Operation

Location / Receptor	Distance to Site Center[a]	NSA Type	Sound Pressure Levels (dBA)			
			Ambient Sound Level (L_{dn})	Estimated New Compressor Station Contribution (L_{dn})	Estimated Total Sound Level[b] (L_{dn})	Potential SPL Increase
NSA No. 1	2,500	Residence	46.4	39.0	47.1	0.7
NSA No. 2	2,560	Residences	46.4	38.7	47.1	0.7
NSA No. 3	2,610	Meditation Center & Residences	48.2	38.5	48.6	0.4

Key:
SPL = sound pressure level
L_{dn} = day-night sound level
NSA = noise sensitive area
dBA = decibels on the A-weighted scale

Notes:
[a] Distance from compressor station in feet.
[b] Ambient plus compressor station sound level combined

The acoustical analysis indicates that if noise control mitigation measures described in Appendix 9G of Resource Report 9 of Transco's Certificate Application filed March 27, 2017, are successfully employed, the noise attributable to the compressor station at the nearby NSAs during full-load operation should be lower than 55 dBA (Ldn), which is the FERC sound level requirement for a new compressor station. In addition, the noise contribution of the compressor station will meet federal, state and local noise regulations.

Q: How are the pre/post noise surveys conducted?

A: *A pre-construction sound survey is required by the FERC for a new natural gas compressor station to quantify the environmental ("ambient") sound levels and verify the NSAs around the compressor station, such as residences, hospitals and schools. The pre-construction sound survey consists of measuring representative daytime and nighttime ambient sound levels near the closest identified NSAs. At chosen sound measurement locations, the daytime/nighttime Leq and associated unweighted octave-band (O.B.) sound pressure levels (SPLs) are measured, and meteorological conditions during the sound survey are denoted. To reduce the influence of the wind, sound survey tests are taken during times when the wind was less than 8 mph. In addition, the acoustical measurement system consists of "Type I" sound level meter (per ANSI Standard S1.4 & S1.11) that is calibrated prior to sound testing.*

After the compressor station is constructed and operational ("in-service"), a post-construction sound survey is performed during operation of the facility. The post-construction sound survey is conducted similar to the pre-construction sound survey (i.e., measurement of representative Leq

and O.B. SPLs at identified nearby NSAs) although, in addition, sound tests are typically conducted around the property line and/or fence line of the facility during operation.

Q: Do we subtract the ambient noise from the survey results?

A: *The ambient noise is typically not subtracted from the measured sound level (e.g., during operation of the facility) unless the ambient noise level is higher than the sound level requirements. If that is the case, it would be necessary to utilize an extrapolation procedure to show that the facility meets any sound requirements.*

Q: How often do we do noise surveys post construction?

A: *In FERC's May 3, 2019 Order Granting Certificate, FERC requires that a post-construction sound survey be conducted at the compressor station within 60 days of the "in-service" date. If a full load condition sound survey is not possible, an interim sound survey with the compressor station at the maximum possible power load should be conducted, and a full power load sound survey should be conducted, if feasible, within 6 months. If the results of the sound survey(s) indicate that the facility meets all sound requirements and noise regulations [e.g., FERC sound requirement; noise regulations of the New Jersey Noise Control Act (Chapters 29, 29B)], additional sound surveys are typically not performed unless there are future modifications at the facility that could have a noise impact upon surrounding NSAs.*

Q: How many blowdowns occur at our other compressor stations per year?

A: *Compressor station blowdowns are rare, and could potentially occur once per year, if that often. Transco uses blind flanges to prevent the escape of gas only in the event of a major equipment failure or emergency, both of which are extremely rare. Unit blowdowns may happen several times per year and they are associated with planned maintenance of a compressor unit, and/or associated piping. In both cases, these blowdowns are planned and controlled, with gas flowing through a blowdown stack, which consist of a deodorizer and a blowdown silencer and are very quiet in general.*

Q: How do you prevent, measure, and mitigate ground-borne vibration?

A: *Vibration of equipment transmitted through the soil is detectable to the human body at levels above 65 VdB (vibration decibels) which is similar to a truck or bus passing within 50-feet. The compressor is centrifugal and is powered by a turbine, both of which are coupled with an in-line shaft. This is different that reciprocating compressors that are driven by a piston engine that has unbalanced forces, which in turn create vibration. With a lack of unbalanced forces in the proposed compressor and turbine there would not be a potential for vibration to be transmitted at a level that is discernable to the human body. In addition, the compressor unit has vibration sensing equipment that is sensitive to levels near 10-15 VdB. This is to ensure that if any component of the system were to create vibration, it would be shut down. Vibration, even as slight as 15 VdB is an indication of a problem, therefore it would not create vibration at levels perceptible to the human body.*

Q: What happens if noise abatement materials get damaged, cut, wet, etc.?

A: *Once the facility is constructed and operational, there is very little opportunity for the noise abatement materials to be damaged in any way. In the event that any damage was to occur, materials would be repaired or replaced as part of Transco's normal operation and maintenance of the facility.*

Land

Q: What permits are Transco preempted from?

A: *The siting and project facilities are reviewed by the FERC to determine, among other things, that the proposed facilities are consistent with FERC regulations. The Project has been approved by FERC, therefore the siting and design of all the proposed facilities are not subject to local review and, therefore, local zoning and site plan ordinances would not be applicable.*

Notwithstanding the above and without prejudice to its federal rights and obligations, Transco attempts to comply informally with local ordinances that do not prohibit, conflict with, or unduly burden or delay the construction and operation of federally certificated proposed project facilities. FERC encourages cooperation with local municipalities where feasible. As such, it has been our typical practice to work with municipalities to apply for and obtain certain construction permits for any proposed buildings, specifically foundation and basic electrical permits.

Q: How many other sites does Transco operate that are near active blasting?

A: *Transco operates approximately 10,500 miles of pipelines and affects many properties of many different types. Trap Rock has operated in Somerset County since the middle of the nineteenth century. Transco has safely operated its pipelines on the Trap Rock property since Transco's "A Line" was constructed in 1950. Transco's "C Line" was constructed in 1969. Transco's operations requirements mandate the submittal of a site-specific blasting plan for any work that would take place within 200' of its pipeline facilities (1500' for surface mining).*

Transco has recently completed construction of Compressor Station 196 and the Rock Springs Meter Station in Cecil County, Maryland. These are both in the vicinity of an existing quarry. Transco recently received plans for the quarry to expand its operation to another parcel closer to both the compressor station and meter station. Transco Station 185 in Manassas, Virginia is also in close proximity to an operating quarry.

Regulatory/FERC

Q: Are all of the compressor station alternatives in the review area for the Delaware and Raritan Canal Commission?

A: *All five of the alternatives presented within the Final Environmental Impact Statement (final EIS) are within the review area of the Delaware and Raritan Canal Commission; however, this Project is exempt from Delaware and Raritan Canal Commission review and approval.*

Q: How many FERC applications has Transco filed in the past 15 years?

A: *Hundreds. Major projects are classified and filed as Section 7c projects, but many other, smaller auxiliary projects (pig launchers and receivers, valves, yard station piping, etc.) are filed with FERC under section 2.55b or under Transco's blanket certificate under Section 157 (maintenance activities such as recoats, anomaly digs and repairs, etc.).*

Q: What happens if FERC denies the compressor station? Is the project dead?

A: *The project cannot proceed without a Certificate Order issued by the FERC. For this project, the FERC issued an Order Granting Certificate approving the project on May 3, 2019.*

Q: Do you plan to proceed without permits or ask FERC for partial notice to proceed?

A: *FERC is charged with evaluating whether interstate natural gas pipeline projects proposed by private companies are in the public convenience and necessity and should be approved or denied. FERC approves the location, construction, and operation of interstate pipelines, facilities, and storage fields. The National Environmental Policy Act (NEPA) requires the FERC to take into account impacts that could result from an action whenever it considers issuance of a Certificate of Public Convenience and Necessity.*

FERC's natural gas certificate processes include consulting with stakeholders, identifying environmental issues through scoping, and preparing environmental documents such as Environmental Assessments or Environmental Impact Statements. Certificates are issued by Commission order. Projects are evaluated in their entirety, not individual components.

Environmental documents discuss impacts in these general categories:

- *Geology*
- *Soils*
- *Water resources and wetlands*
- *Vegetation and wildlife*
- *Fisheries and aquatic resources*
- *Threatened, endangered and other special status species*
- *Land use, recreation, special interest areas, visual resources*
- *Socioeconomics*

- *Cultural resources*
- *Air quality*
- *Noise*
- *Reliability and safety*
- *Cumulative environmental impacts*

The certificate process has three parts. These processes involve coordination with the applicant and FERC staff to ensure that all relevant information is studied and considered before the Commission makes its decision to approve or deny the application. The pre-filing process allows FERC staff to become involved with scoping of environmental issues before the applicant files its application. The applicant's planning process overlaps and is combined with the FERC process. *https://www.ferc.gov/industries/gas/enviro/guidelines/guidance-manual-volume-1.pdf*

The applicant's planning process includes assessing market/customer needs and project feasibility, determining the necessary facilities to meet the market/customer needs, studying and selecting routes and sites for new pipeline facilities, identifying and notifying landowners, identifying other stakeholders, holding public meetings, conducting surveys, starting easement negotiations, and completing resource reports.

As part of the construction process, the applicant finalizes all project design and files all information required in the FERCs Order prior to construction. The applicant then completes its right-of- way acquisitions and begins construction of the project once FERC has issued a notice to proceed to the applicant. The right-of-way is restored and the project is then placed into service. Once in service the pipeline is under the authority of the USDOT's PHMSA.

Q: Is the company planning to release "CEII"?

A: *CEII means critical energy infrastructure information. Regulations related to CEII can be found at: http://www.ferc.gov/legal//maj-ord-reg/land-docs/ceii-rule.asp*

FERC defines CEII as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy.

2. Could be useful to a person planning an attack on critical infrastructure.

3. Is exempt from mandatory disclosure under the Freedom of Information Act.

4. Gives strategic information beyond the location of the critical infrastructure.

Emissions

Q: How will emissions from proposed Compressor Station 206 impact local waterways and wetlands? Concerns have been expressed regarding pollution of the Raritan River, Delaware Raritan Canal, and drinking water sources.

A: *An air quality impact analysis was conducted for the compressor turbines at Compressor Station 206. The analysis determined that the air quality impacts from Compressor Station 206 are less than the concentration value of the primary and secondary standards under the National Ambient Air Quality Standards, which provide public health and welfare protection. Therefore, water resources in the vicinity of Compressor Station 206 are not expected to be adversely affected by air emissions from Compressor Station 206.*

A Preconstruction Permit and Certificate to Operate was issued for Compressor Station 206 on September 7, 2017 by NJDEP.

Q: Explain how emissions are "treated with urea" and is that a biological byproduct? How urea is synthesized:

A: *The urea used in the selective catalytic reaction can be synthesized from inorganic starting materials without the involvement of biologic substrates. Urea is made from ammonia and carbon dioxide. The ammonia and carbon dioxide are fed into a chemical reactor at high pressure and temperature, and the urea is formed in a two-step reaction.*

The selective catalytic reduction (SCR) system uses a urea injection system, as the ammonia precursor, to reduce NOx emissions from the combustion of natural gas.

The SCR process chemically reduces NOx molecules into nitrogen and water vapor. A nitrogen based reagent such as urea is injected into the ductwork, downstream of the combustion unit. The combustion gas mixes with the reagent and enters a module containing a catalyst. The hot combustion gas and reagent pass through the catalyst. The reagent reacts selectively with the NOx within a specific temperature range and in the presence of the catalyst and oxygen.

Q: How many other sites use SCR?

A: *Compressor Station 206 will be Transco's first natural gas transmission compressor station to utilize SCR on the turbine driven compressors. However, Transco does operate two SCR systems at another site outside of New Jersey.*

Q: What is the equipment used to monitor greenhouse gas emissions for Subpart W? Is the Howard Hi-flow sampler used?

A: *Consistent with U.S. Environmental Protection Agency's (EPA) protocol for equipment leak emission estimates, the Bacharach Hi-Flow Sampler is one of the measurement devices used by Transco's Subpart W contractor to measure gas leak rates at compressor stations. Transco is aware of*

the potential Hi-Flow Sampler sensor failure that may occur when transitioning from the lower catalytic oxidation scale to the higher thermal conductivity scale, identified and publicized by the Hi-Flow Sampler's inventor Touché Howard, which may greatly underestimate the leak rate. To help alleviate the potential for sensor transitioning error, the samplers used at Transco's facilities have the recommended updated firmware. Sampler calibration schedule has also been adjusted as recommended in the 2015 user manual revision. Additionally, the samplers are shipped to the manufacturer on an annual basis for factory diagnosis and calibrations.

Reducing the possibility of underestimating leak measurements with the Hi-Flow Samper continues with its use in the field. If a technician notices erratic high/low readings while measurements are being taken, they will use another available measurement device and/or technique and troubleshoot the sampler before continued use. An additional level of data quality assurance is provided by utilizing optical gas imaging (OGI) in combination with Hi-Flow Sampler measurement. Subpart W leak survey technicians used by Transco are dedicated full time leak survey professionals who are trained to observe and measure leaks across the natural gas industry. Since the Hi-Flow Sampler is being used in combination with OGI, the technicians make a qualitative leak size estimation (i.e. small, medium, large) after viewing each leak with the OGI camera. If the qualitative estimation does not match the quantitative measurement, technicians will re-evaluate the measurement value and technique to ensure an accurate measurement is obtained.

Q: Who monitors Transco on air quality emissions and how does the reporting work?

A: *Both the New Jersey Department of Environmental Protection (NJDEP) as well as the Environmental Protection Agency (EPA) are the regulatory agencies responsible for ensuring Williams maintains compliance with all permit conditions and regulatory requirements for the proposed project. The minor source air permit issued by NJDEP in September of 2017 includes testing, monitoring, recordkeeping, and reporting requirements to ensure air emissions do not exceed the National Ambient Air Quality Standards (NAAQS).*

Q: What is the process for air compliance inspections?

A: *The NJDEP Air Compliance and Enforcement program ensures compliance with the federal Clean Air Act, New Jersey's state Air Pollution Control Act, including applicable air permit requirements. NJDEP will conduct compliance inspections routinely, which may be scheduled or un-announced.*

Q: Is formaldehyde a byproduct of any activities on the site?

A: *Formaldehyde is emitted as a product of natural gas combustion in the turbines. In addition to the SCR system, the turbine exhaust will be equipped with an oxidation catalyst to reduce emissions of carbon monoxide (CO) and formaldehyde.*

Q: Can you estimate the carbon dioxide emissions from the turbines?

A: *The specific carbon dioxide (CO_2) emission rate cannot be provided at this time because the turbine selection and key operating parameters, namely annual natural gas usage, is not yet finalized.*

However, it is important to note that the Northeast Supply Enhancement Project creates a significant net environmental benefit to the region by supporting New York City's commitment to improve air quality and reduce the city's greenhouse gas emissions by 80% by 2050 relative to 2005 levels. The project is designed to provide customers access to an additional 400 million cubic feet of clean burning natural gas per day (enough natural gas to serve the daily needs of about 2.3 million homes). With natural gas' relatively lower-carbon emissions (compared to higher-carbon fuel sources like coal and home heating oil), this has the potential to displace up to 15.6 million tons of CO_2 - which is like removing 3 million passenger cars from roadways – annually.

Property Values

Q: How will property values be affected?

A: *Several studies conducted over the past 15 years have indicated that proximity to natural gas pipelines had no effect on property values. These studies are included in the table below.*

Author	Title	Publication Date	Available at
Allen, Williford, & Seale, Inc.	Pipeline Impact Study: Study of a Williams Natural Gas Pipeline on Residential Real Estate: Saddle Ridge Subdivision, Dallas Township, Luzerne County, Pennsylvania.	2014	Appendix 5B to Resource Report 5 of the Atlantic Sunrise Project Final Application Filing. Available on the FERC Docket, Docket No.: CP15-138-000. https://www.ferc.gov/docs-filing/elibrary.asp
Foster, Steven R., MIA (Member, Appraisal Institute) (Prepared by Foster, LPC Commercial Services, Inc., Boston, MA for Tennessee Pipeline Company LLC)	A Study of Natural Gas Compressor Stations and Residential Property Values	2016	https://williamscom2014.files.wordpress.com/2016/08/ned_property_values.pdf
Fruits, Eric	Natural Gas Pipelines and Residential Property Values: Evidence from Clackamas and Washington Counties	2008	*ECONorthwest* February 20, 2008
Gnarus Advisors, LLC (Co-authored by L. Wilde, C. Loos, and J. Williamson)	Pipelines and Property Values: An Eclectic Review of the Literature	2012	Journal of Real Estate Literature, Volume 20, No. 2, Page 245-260
International Right of Way Online	The Effects of Natural Gas Pipelines on Residential Value	2011	http://www.irwaonline.org/eweb/upload/web_jan_NaturalGas.pdf
Interstate Natural Gas Association of America Foundation, Inc. (Prepared for the INGAA Foundation by Allen, Williford, and Seale, Inc.)	Natural Gas Pipeline Impact Study	2001	http://www.ingaa.org/Foundation/Studies/FoundationReports/207.aspx
Interstate Natural Gas Association of America Foundation, Inc.	Pipeline Impact to Property Value and Property Insurability	2016	INGAA Foundation Report No. 2016.01

(Prepared for the INGAA Foundation by Integra Realty Resources)			http://www.ingaa.org/Foundation/Foundation-Reports/PropertyValues.aspx
Palmer, Donald	Updated Market Analysis: The Impacts of Natural Gas Pipelines on Property Values	2008	http://pstrust.org/docs/Pipeline_Impact_on_Property_Values.pdf
Real Property Services, LLC (Prepared for National Fuel Gas Supply Corporation, Williamsville, New York)	Impact on Property Values Surrounding Compressor Stations	2015	http://www.natfuel.com/supply/NorthernAccess2016/docs/Property%20Value%20Assessment%20Study%2011-6-15.pdf

Emergency Situations

Q: In the event of an emergency, how will residents be safely evacuated?

A: *The new compressor station will be manned by personnel at the compressor station during normal business hours. Remote monitoring is conducted 24 hours a day, 7 days a week, with 24/7 on-call support provided by local operations personnel. After business hours, local operations personnel are available on-call in case of emergency. In the event of an emergency, local personnel would be notified immediately.*

Transco does not dictate public evaluation plans, as that is the responsibility of the local emergency responders who take into account their infrastructure (i.e. housing, schools, roads, hospitals, daycare centers, senior centers, etc.). Transco relies on the local emergency services (e.g., fire and police) to communicate with the public. Transco follows local Incident Command System (ICS) protocols, developed by the local fire marshal and implemented by local fire departments, and maintains contact with the emergency responders. As such, local emergency officials will notify the general public during a pipeline incident. Transco personnel will notify any landowners directly of an incident that affects their property. Transco works with local emergency response officials to educate them about the nature of pipeline operations and the appropriate actions to take in the unlikely event of an emergency. This includes personal contact with appropriate emergency response organizations and may include joint training, mock drills, and other emergency preparedness exercises. In the event of an emergency, local personnel would be notified immediately who would then evacuate residents in an emergency.

Because pipeline incidents require a high degree of coordination between pipeline operators and emergency response officials, Transco's operations personnel have been trained in the ICS management process developed by the Department of Homeland Security to support the management of expanding incidents. The ICS provides common terminology, organizational structure, duties, and operational procedures among various federal, state and local regulatory and response agencies that may be involved in response questions.

Q: How will the compressor installation be continually monitored in order to prevent failure and potential loss of containment?

A: *The new compressor station will be monitored both by personnel at the compressor station during business hours and remotely from Transco's Gas Control facility located in Houston, Texas. Remote monitoring is conducted 24 hours a day, 7 days a week, with 24/7 on-call support provided by local operations personnel. Transco will install emergency shutdown systems at the new compressor station per 49 Code of Federal Regulations (CFR) Part 192. In addition, the compressor station will be equipped with industry-recognized safety features such as pressure relief valves, emergency shutdown systems, and gas/fire detection devices. The compressor station will also have a security system consisting of video cameras, intrusion alarms, and coded and keyed access to the facility and its building doors. The security system will be monitored both by personnel at the compressor station and remotely by Transco's Gas Control facility.*

Q: What type of failure scenarios are being considered in order to specify such monitoring equipment?

A: *The new compressor station will be equipped with automatic emergency detection and shutdown systems. Transco tests these safety and emergency systems routinely to ensure they are operating properly. The emergency shutdown system design forces a shutdown. The emergency shutdown system isolates areas of the compressor station in the event of a fire before a flammable mixture of gas can develop. The systems also include sensors for detecting natural gas concentrations and ultraviolet sensors for detecting potential ignition sources. The most effective and immediate way to begin to address a gas pipeline fire is to shut off the gas source. In addition, the compressor station equipment will shut down automatically if a mechanical failure poses risks to the equipment or otherwise constitutes a hazard. Transco equips its compressor stations with multiple pressure transmitters and pressure switches with alarms and shutdowns to protect the piping from over-pressurization.*

Q: In the event of an emergency, will onsite venting or flaring be required? Describe the consequences of such venting or flaring. Size and heat intensity of the flare / radiant heat from the flare / impact of surrounding community if such flaring is done at night. Flammability limits of vented gas and overpressure wave should such a cloud ignite.

A: *This facility will not be equipped with a flare, therefore, no flaring will occur. In the event of an emergency, the compressor station will automatically shut down appropriate equipment and vent gas into the atmosphere.*

The compressor units will shut down and blowdown through a controlled venting system through charcoal filters that will remove the Mercaptan "Smell" as the small amount of compressor unit gas safely dissipates into the atmosphere. The compressor station piping can only be vented by a Transco employee though a silencer.

Q: During construction, will onsite venting or flaring be required? If so, the questions asked above should also be answered for this scenario. Will venting or flaring be necessary during maintenance activities?

A: *No flaring will be conducted during construction or operation of this facility. Transco will conduct facility blowdowns at compressor stations in association with planned maintenance of a*

compressor unit and/or associated piping. Facility blowdown events vary depending on maintenance and construction activity schedules. Compressor station blowdown events are rare, occurring potentially once per year, if that often. However, individual compressor unit blowdowns within the facility may occur several times per year, and are associated with planned maintenance of a compressor unit, and or/associated piping. In both cases, blowdowns are planned and controlled with gas flowing through a blowdown stack, which consist of a deodorizer and a blowdown silencer, Transco will provide advance notification to nearby landowners when a planned compressor station or unit blowdown event will occur.

Q: Because of the large size of the equipment there is likely going to be a significant amount of lubricating oil plus onsite storage of additional hydrocarbon liquids. List the chemicals and the quantities that will be stored on this site or may be transported to this site. What is the plan to mitigate spillage of these materials in order to prevent contamination of downstream environmentally protected areas? Since delivery will either be by tank truck or 55 gallon barrels, how and where will these liquids be stored? Will storage areas be enclosed by secondary containment?

A: *In accordance with USDOT regulations (49 CFR Part 192), Transco will inspect the compressor stations regularly for leakage as part of scheduled operations and maintenance. Standard operations will include activities such as calibrating, maintaining, and inspecting equipment; monitoring pressure, temperature, and vibration data; and standard landscape maintenance. Standard operations also include periodically checking safety and emergency equipment and cathodic protection systems. Quantities of oily water, hydrocarbon liquids, and lube oil greater than 55 gallons at Compressor Station 206 will be stored in accordance with appropriate regulations.*

Storage and handling of any potentially hazardous materials will be conducted in accordance with Transco's spill plan, thus minimizing the potential for a release of hazardous materials. Transco's spill plan outlines specific procedures to be followed when addressing spills:

1. *Small spills and leaks must be remediated as soon as feasible. Use absorbent pads wherever possible.*
2. *Restrict spills to the containment area if possible by stopping or diverting flow.*
3. *If the spill exceeds the containment structure's capacity, immediately construct additional containment. Every effort must be made to prevent the spills from entering a waterbody.*
4. *If a spill reaches a waterbody, immediately place oil booms downstream in order to contain the material, if practicable. As soon as possible, remove the floating layer with absorbent pads.*
5. *After all recoverable oil has been collected and drummed, place all contaminated personal protective equipment (PPE), spill clean-up equipment, and any impacted soil into appropriate containers.*
6. *For significant quantities of impacted soils, construct temporary waste piles using plastic sheets. This material should subsequently be transferred into lined roll-off boxes as soon as feasible.*
7. *Environmental compliance will coordinate all waste characterization, profiling, and*

disposal activities.

Q: There should be at least one firewater pond and a diesel driven firewater pump with hydrants and monitors around the site. How will such a pond be constructed and maintained in view of the fact that it is adjacent to a superfund site and on top of the second largest aquifer in New Jersey?

A: *The compressor buildings are built with noncombustible material and will be sufficiently ventilated to minimize the potential for gas to accumulate within enclosed areas. The new compressor station will be equipped with automatic emergency detection and shutdown systems. Transco tests these safety and emergency systems routinely to ensure they are operating properly. The emergency shutdown system design forces a shutdown. The emergency shutdown system isolates areas of the compressor station in the event of a fire before a flammable mixture of gas can develop. The systems also include sensors for detecting natural gas concentrations and ultraviolet sensors for detecting potential ignition sources. The most effective and immediate way to begin to address a gas pipeline fire is to shut off the gas source. Thus, no special fire-fighting apparatus is required to fight a high-pressure natural gas fire. However, Transco will maintain hand-held dry chemical fire extinguishers at the compressor stations.*

In the unlikely event of an emergency, any fire outside the operational footprint of the compressor station will be addressed by local first responders.

Q: How will the run off from firefighting efforts be contained. Since oil floats on water, if large amounts of water are dumped on an oil fire it could lead to a flaming river. At the least, if it isn't contained, the oil will float down into the environmentally protected wetlands.

A: *The most effective and immediate way to begin to address a natural gas pipeline fire is to shut off the gas source. Thus, no special fire-fighting apparatus is required to fight a high-pressure natural gas fire. However, Transco will maintain hand-held dry chemical fire extinguishers at the compressor stations.*

Q: How would water be supplied to the site in an emergency?

A: *Transco will install a potable water tank(s) for operational water use at Compressor Station 206. As described above, no special fire-fighting apparatus is required to fight a high-pressure natural gas fire. Transco has coordinated with local emergency responders and Office of Emergency Management personnel and will continue to do so as the compressor station is conducted.*

Q: What kind of controls do we have in place to protect against natural disasters?

A: *Compressor Station 206 will be equipped with federally-required and industry-recognized safety features such as pressure relief valves, emergency shutdown systems, and gas/fire detection devices which are monitored 24/7 by Transco Gas Control. These automated systems can be operated remotely and can automatically shut down equipment, and safely isolate the facility from the pipeline in the unlikely event of an emergency.*

Marine Life

Q: Explain how offshore construction of the Raritan Bay will affect marine life, the fishing industry, and recreational activities. Numerous populations of marine organisms are in stages of recovery given past environmental impacts and there are concerns that a Project of this scale and in this location could jeopardize their recovery.

A: *Construction of the offshore portion of the project will result primarily in short-term impacts on the commercial and recreational fishing industry, when access to the temporary workspace will be limited due to the increased vessel traffic associated with construction activities. Based on the schedule proposed, the bulk of offshore construction will last approximately 9 months, beginning in the second quarter of 2021. The Final Environmental Impact Statement issued by the FERC in January 2019 notes that, "Temporary disruption of access to fishing grounds within the safety zone would not be expected to have a significant impact on recreational fishing in New Jersey and New York waters, due to the number of additional fishing grounds available in areas adjacent to the proposed construction workspace." (FEIS 4-421) Transco will mitigate impacts through continued communication with the U.S. Coast Guard Waterways Management Coordinator. Transco will also provide public notice to allow commercial fishermen to remove any fixed fishing gear from the construction area before construction begins. Once construction is completed, access to all pre-construction commercial and recreational fishing areas will be restored. There will be no restrictions on fishing associated with the project during operation. As such, there will be minor temporary impacts on land use as a result of the offshore pipeline facilities associated with the project.*

Quality of Life & Health Concerns

Q: How will the operation of Compressor Station 206 affect the quality of life of the local residents and the nearby Buddhist Vihara and Meditation Center? What human health impacts are associated with living in the vicinity of a gas-powered compressor station as a result of emissions during blow-downs and regular operations? Air emissions are a major concern and will there be air monitoring during construction and operation?

A: *The mission of the EPA is to protect human health and the environment, ensuring through The Clean Air Act (CAA) that all Americans are protected from significant environmental risks where they live, learn and work. The CAA was first established by Congress to improve, strengthen, and accelerate programs for the prevention and abatement of air pollution, at its core establishing the National Ambient Air Quality Standards (NAAQS). Congress directed EPA first to identify specific pollutants meriting regulation, and then to identify ambient concentrations of each pollutant that are protective of "public health" and "welfare," with an "adequate margin of safety." 42 U.S.C. § 7408(a)-(b). These NAAQS are then reviewed against current scientific studies and updated every five years ensuring they continue to be protective. 42 U.S.C. § 7409(d)(1). EPA's analysis of any*

action must include all available scientific data, which is compiled, peer-reviewed, and provided for public review and comment. 42 U.S.C. §§ 7408(a), 7409(a)(B). EPA's stated purpose is the protection of human health and the environment by:

- *ensuring national efforts to reduce environmental risk are based on the best available scientific information;*
- *implementation and enforcement of federal laws protecting human health and the environment;*
- *all parts of society -- communities, individuals, businesses, and state, local and tribal governments -- have access to accurate information sufficient to effectively participate in managing human health and environmental risks;*
- *environmental protection contributes to making our communities and ecosystems diverse, sustainable and economically productive; and*
- *the United States plays a leadership role in working with other nations to protect the global environment.*

APPLICATION/ENVIRONMENTAL REPORT

FOR

NJDEP FRESHWATER WETLANDS INDIVIDUAL PERMIT

TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC
NORTHEAST SUPPLY ENHANCEMENT PROJECT
COMPRESSOR STATION 206 – FRANKLIN TOWNSHIP, SOMERSET COUNTY, NJ
MADISON LOOP – OLD BRIDGE TOWNSHIP AND SAYREVILLE BOROUGH,
MIDDLESEX COUNTY, NJ

January 2020

Applicant:

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2800 Post Oak Boulevard
Houston, Texas 77056

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ASGECI #3980

TABLE OF CONTENTS

SECTION # **PAGE #**

SECTION 1

NJDEP INDIVIDUAL FRESHWATER WETLANDS APPLICATION CHECKLIST
INDIVIDUAL FRESHWATER WETLANDS OR OPEN WATER FILL PERMIT

State of New Jersey
Department of Environmental Protection

Revised: April 15, 2019 **Website: www.nj.gov/dep/landuse**

FRESHWATWER WETLANDS APPLICATION CHECKLIST

Individual Freshwater Wetlands or Open Water Fill Permit

CALL NJDEP AT (609) 777-0454 IF YOU HAVE ANY QUESTIONS

To apply for a freshwater wetlands or open water fill individual permit, please submit the information below to:

Postal Mailing Address	**Street Address (Courier & Hand Carry Only)**	**Electronic Submission**
NJ Department of Environmental Protection Division of Land Use Regulation P.O. Box 420, Code 501-02A Trenton, New Jersey 08625-0420 **Attn: Application Support**	NJ Department of Environmental Protection Division of Land Use Regulation 501 East State Street Station Plaza 5, 2nd Floor Trenton, New Jersey 08609 **Attn: Application Support**	Access the submission system at https://njdeponline.com. Follow the registration process and create an account. To submit an application, select the service "Apply for a Land Use Permit or Authorization."

CALL NJDEP AT (609) 777-0454 IF YOU HAVE ANY QUESTIONS

1. A completed application form (Paper submissions ONLY)

2. A completed Property Owner Certification form (Electronic submissions ONLY)
   - Acceptable file formats include pdf, jpg, and png.

3. Public Notice:

   - **Electronic Submissions:** A completed Public Notice form. Documentation that notice of the application has been provided in accordance with N.J.A.C. 7:7A-17 must be attached to the form (see below for details). Acceptable file formats include pdf, jpg, and png.

   - **Paper Submissions:** Documentation that notice of the application has been provided in accordance with N.J.A.C. 7:7A-17 (see below for details).

Both electronic and paper submissions require documentation of public notice as follows:

i. Notice to municipal clerk (N.J.A.C. 7:7A-17.3(a))

A copy of the entire application, as submitted to the Department, must be provided to the municipal clerk in each municipality in which the site is located. For electronic submissions, the application consists of a description of the project, the specific permit(s)/authorization(s) being sought, and all items that will be uploaded to the online service, including all required items on this checklist.

- Documentation of compliance with this requirement shall consist of a copy of the certified United States Postal Service white mailing receipt, or other written receipt, for each copy of the application sent.

ii. Notice to governmental entities and property owners (N.J.A.C. 7:7A-17.3(b) and (c))

A brief description of the proposed project, a legible copy of the site plan, and the form notice letter described at N.J.A.C. 7:7A-17.3(e)1iii must be sent to the following recipients:

A. The construction official of each municipality in which the site is located;
B. The environmental commission, or other government agency with similar responsibilities, of each municipality in which the site is located;
C. The planning board of each municipality in which the site is located;
D. The planning board of each county in which the site is located;
E. The local Soil Conservation District if the regulated activity or project will disturb 5,000 square feet or more of land; and
F. Adjacent property owners:
Notice shall be sent to all owners of real property, including easements, located within 200 feet of the site of the proposed regulated activity.

The owners of real property, including easements, shall be those on a list that was certified by the municipality, with a date of certification no more than one year prior to the date the application is submitted.

- Documentation of compliance with this requirement shall consist of:

1. A copy of the certified United States Postal Service white mailing receipt for each public notice that was mailed, or other written receipt;
2. A certified list of all owners of real property, including easements, located within 200 feet of the property boundary of the site (including name, mailing address, lot, and block) prepared by the municipality for each municipality in which the project is located. The date of certification of the list shall be no earlier than one year prior to the date the application is submitted to the Department; and
3. A copy of the form notice letter.

- The form notice letter required under N.J.A.C. 7:7A-17.3(e)1iii shall read as follows:

"This letter is to provide you with legal notification that an application for a <<freshwater wetlands/open water fill>> individual permit <<has been/will be>> submitted to the New Jersey Department of Environmental Protection, Division of Land Use Regulation for the development shown on the enclosed plan(s). A brief description of the proposed project follows: <<INSERT DESCRIPTION OF THE PROPOSED PROJECT>>

The complete permit application package can be reviewed at either the municipal clerk's office in the municipality in which the site subject to the application is located, or by appointment at the Department's Trenton Office. The Department of Environmental Protection welcomes comments and any information that you may provide concerning the proposed development and site. Please submit your written comments within 15 calendar days of receiving this letter to:

New Jersey Department of Environmental Protection
Division of Land Use Regulation
P.O. Box 420, Code 501-02A
Trenton, New Jersey 08625
Attn: (Municipality in which the property is located) Supervisor"

iii. Newspaper notice (N.J.A.C. 7:7A-17.4)

If the proposed project involves more than 10 acres of fill, newspaper notice must be published in a newspaper with regional circulation in the region in which the site is located. Otherwise, newspaper notice must be published in the official newspaper of the municipality(ies) in which the project site is located, or if no official newspaper exists, in a newspaper with general circulation in the municipality(ies).

- Documentation of newspaper notice shall consist of:
  1. A copy of the published newspaper notice; and
  2. The date and name of the newspaper in which notice was published.

- The newspaper notice may be either a legal notice or display advertisement and must read as follows:

"Take notice that an application for a <<freshwater wetlands/ open water fill>> individual permit <<has been/will be>> submitted to the New Jersey Department of Environmental Protection, Division of Land Use Regulation for the development described below:

APPLICANT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT STREET ADDRESS:

BLOCK: LOT:

MUNICIPALITY: COUNTY:

The complete permit application package can be reviewed at either the municipal clerk's office in the municipality in which the site subject to the application is located, or by appointment at the Department's Trenton Office. The Department of Environmental Protection welcomes comments and any information that you may provide concerning the proposed development and site. Please submit your written comments within 15 calendar days of the date of this notice to:

New Jersey Department of Environmental Protection
Division of Land Use Regulation
P.O. Box 420, Code 501-02A
501 East State Street
Trenton, New Jersey 08625
Attn: (Municipality in which the property is located) Supervisor"

4. Application fees:

- **Electronic Submissions:** The appropriate application fee, as specified in N.J.A.C. 7:7A-18.1, payable through the online service via credit card or e-check, or to receive a bill, select "Bill Me" on the payment screen. Bills will be sent to the Fee Billing Contact identified in the service and must be paid directly to the Department of Treasury.

- **Paper Submissions:** The appropriate application fee, as specified in N.J.A.C. 7:7A-18.1, in the form of a check (personal, bank, certified, or attorney), money order, or government purchase order made payable to "Treasurer State of New Jersey."

5. Site plans:

All site plans must include the scale of the site plans, a north arrow, the name of the person who prepared the plans, date the site plans were prepared, and the applicant's name and the block, lot, and municipality in which the site is located. In addition, the site plans shall include the following information, both on and adjacent to the site, in accordance with N.J.A.C. 7:7A-16.7(a)4:

i. Existing features:
   A. Lot Lines and right of-way lines;
   B. Delineation of wetlands, transition areas, and State open waters;
   C. Land cover and vegetation.

ii. Proposed regulated activities:
   A. Changes in lot lines;
   B. Location and area of any freshwater wetlands and/ or State open waters that will be disturbed;
   C. Size, location, and detail of any other proposed activities;
   D. Details of any planting to restore temporarily disturbed areas in accordance with N.J.A.C. 7:7A-11.8.

iii. Topography:
   A. Existing and proposed topography. All topography must reference NGVD or include the appropriate conversion factor to NGVD.

iv. Soil erosion and sediment control:
   A. Details of any proposed soil erosion and sediment control measures.

- **Electronic Submissions:** Acceptable file formats include pdf and zip. Site plans must be certified in accordance with N.J.A.C. 7:7A-16.2(j) and prepared according to the Department's site plan specifications for electronic site plans. All plans must be digitally signed and sealed by a New Jersey licensed professional engineer, surveyor, or architect, as appropriate, pursuant to N.J.A.C. 13:40-7.2 through 7.4, with signatures and seals that meet the requirements of N.J.A.C. 13:40-8.1A. Site plans with electronic signatures, such as scans of site plans with a handwritten signature, will not be accepted.

- **Paper Submissions:** Three sets of site plans, certified in accordance with N.J.A.C. 7:7A-16.2(j). Prior to issuance of any permit, the Department will require four to five sets of final site plans. The site plans must be signed and sealed by a New Jersey licensed professional engineer, surveyor, or architect, as appropriate, pursuant to N.J.A.C. 13:40-7.2 through 7.4.

6. Photographs:

i. Color photographs depicting:
   A. The existing site conditions; and
   B. The location of the proposed disturbance.

ii. A photo location map showing the location and direction from which each photograph was taken.

- **Electronic Submissions:** Acceptable file formats include pdf, doc, docx, jpg, zip, ppt, and pptx.

- **Paper Submissions:** One set of photographs mounted on 8½-inch by 11-inch paper. Copies of photographs are acceptable provided they are color copies. Black and white copies of photographs are not acceptable.

7. An environmental report prepared in accordance with N.J.A.C. 7:7A-16.9(b)4 that includes:
    i. A narrative describing:
        A. The purpose and intended use of the proposed project;
        B. The proposed activities involved in completing the project;
        C. A schedule for the progress and completion of the proposed project;
        D. The total area of freshwater wetlands and/or state open waters on the site;
        E. The total area of freshwater wetlands and/or State open waters proposed to be disturbed;
        F. A statement indicating whether the proposed project is a "water dependent activity", as defined at N.J.A.C. 7:7A-1.3;
    ii. A copy of the deed and/or other legal documents pertaining to the site;
    iii. Maps, such as freshwater wetlands maps and USDA soil surveys, that provide an environmental inventory of the site;
    iv. Information regarding special aquatic sites, public lands, critical habitat, and other relevant environmental features of the site;
    v. An analysis of any potential temporary and/or permanent adverse environmental impact(s), whether onsite or offsite, of the proposed regulated activity or project on freshwater wetlands, State open waters, transition areas, fishery resources, and threatened or endangered species and their habitat, including any monitoring or reporting methods that will be used;
    vi. If a site is known or suspected to be contaminated with toxic substances, and if the Department requests it, a laboratory analysis of representative samples of the soil or sediment on the site;
    vii. An alternatives analysis demonstrating compliance with N.J.A.C. 7:7A-10.2 that includes:
        A. A description of all alternatives considered, including offsite alternatives as well as onsite alternatives that could minimize environmental impacts on the site, and the reasons for rejecting each alternative;
        B. Information regarding the history of the property as a whole, as necessary to evaluate the cost to the property owner of various alternatives. Such information may include:
            - Document(s) showing when the property as a whole, as defined at N.J.A.C. 7:7A-1.3, was acquired and its purchase price;
            - Documentation of any investments made to maintain and/or develop the property as a whole;
            - Documentation of attempts by the property owner to sell the property or to obtain other property; and
        C. Description of all measures taken to reduce any potential adverse environmental impacts to the resources described under item iv above.
    viii. If the site is located in a municipality with the endangered plant known as swamp pink (*Helonias bullata*), which are listed in Known Locations of Swamp Pink in NJ, a signed statement from the applicant certifying that the proposed activities will not result in any direct or indirect adverse impacts to swamp pink or its documented habitat;
    ix. If the site is located in a municipality with the endangered bog turtle (these municipalities are listed in Known Locations of Bog Turtles in NJ), a signed statement from the applicant, certifying that the proposed activities will not result in any direct or indirect adverse impacts to bog turtles or to their documented habitat; and
    x. If the site is located in an area designated a Wild and Scenic River, or under study for such designation, a letter from the National Park Service approving the proposed activities.

- **Electronic Submissions:** Acceptable file formats include pdf, doc, docx, rtf, and zip.

8. Color copies of the following maps:
   i. The tax map for the property;
   ii. A copy of the portion of the county road map showing the property location; and
   iii. A copy of the USGS quad map(s) that include the site, with the site clearly outlined to scale.

- **Electronic Submissions:** The required maps should be uploaded with the environmental report under the attachment type "Environmental Report with Site Location Maps." Acceptable file formats include pdf, doc, docx, rtf, and zip.

9. Location of wetlands:

   The location of wetlands must be provided through one of the following:

   i. Documentation that a line delineation or line verification Letter of Interpretation (LOI) has been issued for the site; or
   ii. All information necessary for a line delineation or line verification LOI as required by the appropriate LOI checklist.

- **Electronic Submissions:** Acceptable file formats for an LOI include pdf, jpg, and png. If an appropriate LOI has not been issued for the site, the information required for a line delineation or line verification LOI should be included with the compliance statement under the attachment type "Environmental Report with Site Location Maps."

10. Calculations and analyses:
    i. If the project is a major development as defined by N.J.A.C. 7:8-1.2, a demonstration of compliance with the requirements of the Stormwater Management Rules, N.J.A.C. 7:8.

    All calculations or analyses submitted as part of an application must include the certification set forth at N.J.A.C. 7:7-23.2(j). Any necessary stormwater calculations must be signed and sealed by a New Jersey licensed professional engineer.

- **Electronic Submissions:** Acceptable file formats include pdf, doc, docx, rtf, and zip unless stormwater calculations are necessary. Stormwater calculations must be digitally signed and sealed in accordance with N.J.A.C. 13:40-8.1A. Stormwater calculations with electronic signatures, such as scans of calculations with a handwritten signature, will not be accepted. Therefore, when calculations are necessary, the acceptable file formats are limited to pdf and zip.

11. Natural Heritage Program Letter:

    A copy of an NJDEP, Office of Natural Lands Management Natural Heritage Database data request response for endangered or threatened species of flora or fauna, including a Landscape Map report, if available

- **Electronic Submissions:** Acceptable file formats include pdf, jpg, and png.

12. Mitigation:

    For an activity that requires mitigation in accordance with N.J.A.C. 7:7A, the applicant may submit a mitigation proposal as part of the application for the individual permit. If the applicant does not submit a mitigation proposal with the application, the applicant must submit the mitigation proposal at least 90 calendar days before the start of activities authorized by the permit, in accordance with N.J.A.C. 7:7A-11.

- **Electronic Submissions:** If a mitigation proposal is available at the time of submission, the service will provide an attachment type for “Mitigation Proposal.” Alternatively, it may be uploaded separately at a later time through the service “Submit Additional Information for a Land Use Permit or Authorization.” Acceptable file formats include pdf, doc, docx, rtf, and zip.

13. Additional requirements:

    i. Proof of ownership, such as a deed, if available – applies only if the current owner purchased the property before June 30, 1988

        - **Electronic Submissions:** Acceptable file formats include pdf, jpg, and png.

    ii. A Phase IA historical and archaeological survey, and an architectural survey, defined at N.J.A.C. 7:7A-1.3 – applies only if the application reflects any of the characteristics at N.J.A.C. 7:7A-19.5(l)

        - **Electronic Submissions:** Acceptable file formats include pdf, doc, docx, rtf, and zip.

    iii. Highlands applicability determination (highlands exemption) – applies only if the project is located within the Highlands Preservation Area

        - **Electronic Submissions:** Acceptable file formats include pdf, jpg, and png.

    iv. Conservation restriction – applies only if the proposed project is subject to an existing conservation restriction

        - **Electronic Submissions:** Acceptable file formats include pdf, jpg, and png.

    v. Written consent from municipality – applies only if the project includes a gas pipeline and any section of that pipeline is located within a municipally-owned right-of-way. Written consent shall consist of one of the following:

        A. Written consent from the municipality in the form of a resolution of the governing body or an ordinance

        B. A municipal designation of the route pursuant to N.J.S.A. 48:9-25.4

        C. A Board of Public Utilities designation of route pursuant to N.J.S.A. 48:9-25.4

        - **Electronic Submissions:** Acceptable file formats include pdf, jpg, and png.

14. A computer disk containing a copy of the entire application (Paper submissions ONLY)

SECTION 2

NJDEP DIVISION OF LAND USE REGULATION (DLUR) APPLICATION FORM WITH ATTACHMENTS

Attachment for Item #4 – Block & Lot and Watershed Information
Attachment for Item #5 – Detailed Project Description

GAS PIPELINE – TRANSCO
Land, GIS & Permits
2800 Post Oak Boulevard, Level 11
Houston, Texas 77056

September 10, 2019

Via Certified Mail
Return Receipt Requested

Ms. Catherine R. McCabe
Commissioner
New Jersey Department of Environmental Protection
P.O. Box 402
Trenton, NJ 08625-0402

Dear Ms. McCabe:

Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, (Transco) hereby notifies the Department of the Delegation of Signature Authority with respect to the Responsible Official Definition provided under the provisions of NEPA (42 USCS 4321, et seq. *and* 40 CFR 6 – implementation thereof). This letter supersedes all previous letters denoting Delegation of Signature Authority.

Persons holding the position of Director, Manager, Environmental Specialist, Environmental Scientist, or Engineer within Transco are recognized as having the ability to perform similar policy or decision making functions as myself for the Company. I hereby Delegate such signing authority to those persons.

Sincerely,

Scott Hallam
Senior Vice President, Atlantic-Gulf
Transcontinental Gas Pipe Line Company, LLC

State of New Jersey
Department of Environmental Protection
Division of Land Use Regulation
Application Form for Permit(s)/Authorization(s)

501 E. State Street Mail Code 501-02A P.O. Box 420
Trenton, NJ 08625-0420
Phone #: (609) 777-0454 Web: www.nj.gov/dep/landuse

Please print legibly or type the following: Complete all sections and pages unless otherwise noted. **Is this project a NJDOT Priority 1 Repair Project?** Yes ☐ No ☒

Initial Application ☒ Response to DLUR Deficiency ☐ Extension / Modification ☐ **Is this project a NJDOT Priority 2 Repair Project?** Yes ☐ No ☒

1. **Applicant Name:** Transcontinental Gas Pipe Line Co. Attn: Tim Powell, Dir. of Land & Permitting E-Mail: Tim.L.Powell@Williams.com
   Address: 2800 Post Oak Blvd., Suite 900 Daytime Phone: 713-215-2719 Ext. ____
   City/State: Houston / Texas Zip Code 77056 Cell Phone: ____
2. **Agent Name:** Mr./Ms./Mrs ____
   Firm Name: ____ E-Mail: ____
   Address: ____ Daytime Phone: ____ Ext. ____
   City/State: ____ Zip Code ____ Cell Phone: ____
3. **Property Owner:** Same as applicant E-mail: ____
   Address: ____ Daytime Phone: ____ Ext. ____
   City/State: ____ Zip Code ____ Cell Phone: ____
4. **Project Name:** Transco Northeast Supply Enhancement Project Address/Location: Multiple
   Municipality: Franklin TWP (CS206)/Old Bridge TWP and Sayerville Boro (Pipeline easement) Somerset/Middlesex Zip Code Multiple
   Block(s): Multiple - see attachment Multiple - see attachment
   N.A.D. 1983 State Plane Coordinates (feet) See USGS Topographic Maps as provided in application documents
   Watershed: Multiple - see attachment Subwatershed: Multiple - see attachment
   Nearest Waterway: Multiple - see attachment
5. **Project Description:** Construction of Compressor Station 206 in Franklin Township, Somerset County, the Madison Loop pipeline in Old Bridge Township and Sayerville Borough, Middlesex County, and the Raritan Loop in Sayerville Borough, Middlesex County, NJ (see attachment for detailed project description).

Provide if applicable: Previous LUR File # (s): 0000-01-1001.3 Waiver request ID # (s): ____

A. SIGNATURE OF APPLICANT (required):

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment. If the applicant is an organization such as a corporation, municipal entity, home-owners association etc., the party responsible for the application shall sign on behalf of the organization.

T Powell
Signature of Applicant

1-8-2020
Date

Timothy L. Powell
Print Name

Signature of Applicant

Date

Print Name

B. PROPERTY OWNER'S CERTIFICATION

I hereby certify that the undersigned is the **owner of the property** upon which the proposed work is to be done. This endorsement is certification that the owner/easement holder grants permission for the conduct of the proposed activity. In addition, written consent is hereby giver to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection(s) or survey(s) of the property in question.

In addition, the undersigned property owner hereby certifies:

1. Whether any work is to be done within an easement? Yes ☒ No ☐
   (If answer is "Yes" – Signature/title of resonsible party is required below)
2. Whether any part of the entire project will be located within property belonging to the State of New Jersey? Yes ☒ No ☐
3. Whether any work is to be done on any property owned by any public agency that would be encumbered by Green Acres? Yes ☐ No ☒
4. Whether this project requires a Section 106 (National Register of Historic Places) Determination as part of a federal approval? Yes ☒ No ☐

Signature of Owner

Date

Tim Powell, Dir. of Land & Permitting
Print Name

Signature of Owner/Easement Holder

Date

Print Name/Title

C. APPLICANT'S AGENT

I _____, the Applicant/Owner and _____, co-Applicant/Owner authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name of Agent

Occupation/Profession of Agent

Signature of Applicant/Owner

Signature of co-Applicant/Owner

AGENT'S CERTIFICATION:

I agree to serve as agent for the above-referenced applicant:

Signature of Agent

Name of Firm

D. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, SURVEYOR'S OR ENGINEER'S REPORT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Signature

Print Name

Position & Name of Firm

Professional License # Date

E. STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)

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S Quackenbush
Signature

Sue Quackenbush
Print Name

Department Manager, Amy S. Greene Environmental Consultants, Inc.
Position & Name of Firm

N/A
Professional License # (If Applicable)

12/11/19
Date

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Timothy L Powell
Signature of Owner

1-8-2020
Date

Tim Powell, Dir. of Land & Permitting
Print Name

Signature of Owner/Easement Holder

Date

Print Name/Title

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Occupation/Profession of Agent

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Signature of co-Applicant/Owner

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Print Name

Position & Name of Firm

Professional License #

Date

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Signature

Sue Quackenbush
Print Name

Department Manager, Amy S. Greene Environmental Consultants, Inc.
Position & Name of Firm

N/A
Professional License #
(If Applicable)

Date

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Signature of Owner

Date

Tim Powell, Dir. of Land & Permitting
Print Name

Signature of Owner/Easement Holder

Date

Print Name/Title

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Print Name

Position & Name of Firm

Professional License # Date

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Signature

David P. Albers
Print Name

Director of Engineering, Ecology and Environment, Inc.
Position & Name of Firm

N/A
Professional License # (If Applicable)

JAN 08, 2020
Date

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Signature of Owner	Signature of Owner/Easement Holder
Date	Date
Print Name	Print Name/Title

C. APPLICANT'S AGENT

I_____, the Applicant/Owner and_____, co-Applicant/Owner authorize to act as my agent/representative in all matters pertaining to my application the following person:

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Occupation/Profession of Agent	Signature of co-Applicant/Owner

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Signature of Agent	Name of Firm

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Signature

William Salmon P.E.
Print Name

Sr. Director, PS & S, LLC
Position & Name of Firm

41319
Professional License #

12/20/19
Date

E. STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)

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Signature

Print Name

Position & Name of Firm

Professional License # (If Applicable)

Date

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4. Whether this project requires a Section 106 (National Register of Historic Places) Determination as part of a federal approval? Yes ☒ No ☐

Signature of Owner

Date

Print Name

Signature of Owner/Easement Holder

Date

Print Name/Title

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Name of Agent

Occupation/Profession of Agent

Signature of Applicant/Owner

Signature of co-Applicant/Owner

AGENT'S CERTIFICATION:

I agree to serve as agent for the above-referenced applicant:

Signature of Agent

Name of Firm

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Signature

Print Name

Position & Name of Firm

Professional License #

Date

E. STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Stormwater Management Report

Signature

Kevin D. McKeon

Print Name

Associate Vice President, AECOM

Position & Name of Firm

NJ PE# GE32586

Professional License #
(If Applicable)

01/08/2020

Date

FEE CALCULATION TIPS:

- Whenever the calcuation requires an acreage figure (including the Stormwater calculations), you will need to round UP to the nearest whole number, for example: 0.25 acres gets rounded up to one (1) acre or 2.61 acres gets rounded up to three (3) acres.
- The maximum fee for a CAFRA Individual permit, an Upland Waterfront Development permit, or an In-Water Waterfront Development permit is $30,000 per permit type. For example: if you are applying for both an upland and an in-water Waterfront Development the maximum fee is applied to each permit for a maximum total of $60,000 plus any applicable stromwater review fee.
- The stormwater review fee is applied only one time per project, maximum of $20,000, regardless of multiple applications.

APPLICATION(S) FOR: Please check each permit/authorization that you are applying for and fill in the calculated fee (for each) in the "Fee Paid" column

	Coastal General Permits	Fee Amount	Fee Paid
☐	CZMGP1 Amusement Pier Expansion	$1,000.00	
☐	CZMGP2 Beach/Dune Activities	$1,000.00	
☐	CZMGP3 Voluntary Reconstruction Certain Residential/Commercial Dev.	$1,000.00	
☐	CZMGP4 Development of one or two SFH or Duplexes	$1,000.00	
☐	CZMGP5 Expansion or Reconstruction SFH/Duplex	$1,000.00	
☐	CZMGP6 New Bulkhead/Fill Lagoon	$1,000.00	
☐	CZMGP7 Revetment at SFH/Duplex	$1,000.00	
☐	CZMGP8 Gabions at SFH/Duplex	$1,000.00	
☐	CZMGP9 Support Facilities at a Marina	$1,000.00	
☐	CZMGP10 Reconstruction of Existing Bulkhead	$1,000.00	
☐	CZMGP11 Hazard Waste Clean-up	$1,000.00	
☐	CZMGP12 Landfall of Utilities	$1,000.00	
☐	CZMGP13 Recreation Facility at Public Park	$1,000.00	
☐	CZMGP14 Bulkhead Construction & Fill Placement	$1,000.00	
☐	CZMGP15 Construction of Piers/Docks/Ramps in Lagoons	$1,000.00	
☐	CZMGP16 Minor Maintenance Dredging in Lagoons	$1,000.00	
☐	CZMGP17 Eroded Shoreline Stabilization	$1,000.00	
☐	CZMGP18 Avian Nesting Structures	$1,000.00	
☐	CZMGP19 Modification of Electrical Substations	$1,000.00	
☐	CZMGP20 Legalization of the Filling of Tidelands	$1,000.00	
☐	CZMGP21 Construction of Telecommunication Towers	$1,000.00	
☐	CZMGP22 Construction of Tourism Structures	$1,000.00	
☐	CZMGP23 Geotechnical Survey Borings	$1,000.00	
☐	CZMGP24 Habitat Creation, Restoration, Enhancement, Living Shorelines	No Fee	No Fee
☐	CZMGP25 1 to 3 Turbines < 200 Feet	$1,000.00	
☐	CZMGP26 Wind Turbines < 250 Feet	$1,000.00	
☐	CZMGP27 Dredge Lagoon (post storm event)	$1,000.00	
☐	CZMGP28 Dredge post Bulkhead Failure	$1,000.00	
☐	CZMGP29 Dredge Marina (post storm event)	$1,000.00	
☐	CZMGP30 Aquaculture Activities	$1,000.00	
☐	CZMGP31 Placement of Shell (shellfish areas)	$1,000.00	
☐	CZMGP32 Application of Herbicide in Coastal Wetlands	$1,000.00	
☐	CZM Permit-by-Certification *(On-line application ONLY)*	$1000.00	

	Coastal Individual Permits	Fee Amount	Fee Paid
☐	CAFRA – IP SFH or Duplex	$2,000	
☐	CAFRA – IP Residential not SFH/duplex	$3,000 x_____# of units	
☐	CAFRA – IP Commercial, Industrial or Public	$3,000 x_____acres of the site	
☐	WFD - IP SFH or Duplex (Upland/Landward of MHWL)	$2,000	
☐	WFD – IP Residential not SFH/duplex (Upland/Landward of MHWL)	$3,000 x_____# of units	
☒	WFD – IP Commercial, Industrial or Public Development (Upland/Landward of MHWL)	$3,000 x 5 acres of the site	$15,000
☐	WFD - IP SFH or Duplex (Waterward of MHWL)	$2,000	
☐	WFD – IP Residential not SFH/duplex (Waterward of MHWL)	$3,000 x_____acres of water area impacted	
☒	WFD – IP Commercial, Industrial or Public Development (Waterward of MHWL)	$3,000 x 20 acres of water area impacted	$30,000 (capped)
☐	CSW – IP SFH or Duplex	$2,000	
☒	CSW – IP All Development not SFH/duplex	$3,000 x 2 acres of wetlands disturbed	$6,000

	Additional Coastal Authorizations	Fee Amount	Fee Paid
☐	Modification of a Coastal GP	$500	
☐	Minor Technical Modification of a Coastal Wetland Permit	$500 x_____# of items to be revised	
☐	Minor Technical Modification of a CAFRA IP	$500 x_____# of items to be revised	
☐	Minor Technical Modification of a Waterfront IP	$500 x_____# of items to be revised	
☐	Major Technical Modification of a Coastal Wetland Permit	0.30 x_____original fee = Fee (Minimum $500)	
☐	Major Technical Modification of a CAFRA IP	0.30 x_____original fee = Fee (Minimum $500)	
☐	Major Technical Modification of a Waterfront IP	0.30 x_____original fee = Fee (Minimum $500)	
☐	Zane Letter (Waterfront Development Exemption)	$500	
☐	CAFRA Exemption Request	$500	
☐	CZM General Permit Extension	$240 x_____# of GPs to be extended	
☐	Waterfront Development Individual Permit – Extension (Waterward of MHWL)	0.25 x_____original fee = Fee (Maximum $3,000)	
☐	Meadowlands District Water Quality Certificate	$5,000 + ($2,500 x _____ # acres regulated area disturbed)	
☐	Individual Permit Equivalency/CERCLA	No Fee	No Fee

	Consistency Determination	Fee Amount	Fee Paid
☐	Water Quality Certificate (NOTE: No fee required under the coastal program)	$5,000 + ($2,500 x _____ # acres regulated area disturbed)	
☐	Federal Consistency	No Fee	No Fee

APPLICATION(S) FOR: Please check each permit/authorization that you are applying for and fill in the calculated fee (for each) in the "Fee Paid" column

	Freshwater Wetlands General Permits	Fee Amount	Fee Paid
☐	FWGP1 Main. & Repair Exist Feature	$1,000.00	
☐	FWGP2 Underground Utility Lines	$1,000.00	
☐	FWGP3 Discharge of Return Water	$1,000.00	
☐	FWGP4 Hazard Site Invest/Cleanup	$1,000.00	
☐	FWGP5 Landfill Closures	$1,000.00	
☐	FWGP6 Filling of Non-Tributary Wetlands	$1,000.00	
☐	FWGP6A TA Adj. to Non-Tributary Wetlands	$1,000.00	
☐	FWGP7 Human-made Ditches/Swales in Headwaters	$1,000.00	
☐	FWGP8 House Additions	$1,000.00	
☐	FWGP9 Airport Sight-line Clearing	$1,000.00	
☐	FWGP10A Very Minor Road Crossings	$1,000.00	
☐	FWGP10B Minor Road Crossings	$1,000.00	
☐	FWGP11 Outfalls / Intakes Structures	$1,000.00	
☐	FWGP12 Surveying and Investigating	$1,000.00	
☐	FWGP13 Lake Dredging	$1,000.00	
☐	FWGP14 Water Monitoring Devices	$1,000.00	
☐	FWGP15 Mosquito Control Activities	$1,000.00	
☐	FWGP16 Creation/Restoration/Enhancement Habitat	No Fee	No Fee
☐	FWGP17 Trails / Boardwalks	$1,000.00	
☐	FWGP17A Non-Motorized Multi-Use Paths	$1,000.00	
☐	FWGP18 Dam Repairs	$1,000.00	
☐	FWGP19 Docks and Piers	$1,000.00	
☐	FWGP20 Bank Stabilization	$1,000.00	
☐	FWGP21 Above Ground Utility Lines	$1,000.00	
☐	FWGP22 Expansion Cranberry Growing (Pinelands)	No Fee	No Fee
☐	FWGP23 Spring Developments	$1,000.00	
☐	FWGP24 Malfunctioning Individual Septic Systems	No Fee	No Fee
☐	FWGP25 Minor Channel / Stream Cleaning	$1,000.00	
☐	FWGP26 Redevelop Previously Disturbed Site	$1,000.00	
☐	FWGP27 Application of herbicide in wetlands	$1,000.00	

	Highlands	Fee Amount	Fee Paid
☐	Pre-application Meeting	$500.00	
☐	Resource Area Determination Boundary Delineation < one acre	$500.00	
☐	Resource Area Footprint of Disturbance	$500 + ($50 x_____# of acres of the site	
☐	Resource Area Determination Verification (> one acre)	$750 + ($100 x ____# of acres of the site)	
☐	Resource Area Determination Extension	0.25 x_____original fee (Minimum $250)	
☐	HPAAGP 1/ Habitat Creation/Enhance	No Fee	No Fee
☐	HPAAGP 2 Bank Stabilization	$500.00	
☐	Preservation Area Approval (PAA)		
☐	PAA with Waiver (Specify type below)		
	Waiver Type:		
☐	HPAA Extension	$1,000	

	Freshwater Individual Permits	Fee Amount	Fee Paid
☐	FWW IP-SFH/Duplex-Wetlands	$2,000	
☒	FWW IP-Wetlands (not SFH/Duplex)	$5,000 + ($2,500 x ___4__# acres FWW disturbed)	$15,000
☐	FWW IP-SFH/Duplex-Open Water	$2,000	
☐	FWW IP-Open Water (not SFH/Duplex)	$5,000 + ($2,500 x _____# acres FWW disturbed)	

	Freshwater Wetlands Transition Area Waivers	Fee Amount	Fee Paid
☐	TAW Averaging Plan	*With valid LOI* $1,000 + ($100 x _____# acres TA disturbed)	
☐	TAW Hardship Reduction		
☐	TAW Reduction per N.J.A.C. 7:7A-8.1(d)		
☐	TAW Special Activity Individual Permit		
☐	TAW Special Activity Linear Development	*Without valid LOI* $1000 + ($100 x _____acres TA disturbed) + LOI Fee	
☐	TAW Special Activity Redevelopment		
☐	TAW Special Activity Stormwater		

	Letter of Interpretation	Fee Amount	Fee Paid
☐	LOI Presence Absence	$1,000.00	
☐	LOI Footprint of Disturbance (3 Maximum)	$1,000.00 each	
☐	LOI Delineation < 1.00 Acres	$1,000.00	
☐	LOI Verification	$1,000 + ($100 x_____# of acres of the site)	
☐	LOI Partial Site Verification	$1,000 + ($100 x_____# of acres of the site subject to LOI)	
☐	LOI Extension Presence/Absence, Footprint, Delineation < 1 acre (Re-Issuance)	$500	
☐	LOI Extension Line Verification (Re-Issuance)	0.50 x_____original fee (Minimum $500)	

	Additional Freshwater Wetlands Authorizations	Fee Amount	Fee Paid
☐	FWGP Administrative Modification	No fee	No Fee
☐	FWGP Minor technical modification	$500.00	
☐	FWGP Major technical modification	$500.00	
☐	Individual Permit Administrative Modification	No Fee	No Fee
☐	Individual Permit Minor Technical Modification	$500.00	
☐	Individual Permit Major Technical Modification	0.30 x_____original fee (Minimum $500)	
☐	TAW Administrative Modification	No Fee	No Fee
☐	TAW Minor Technical Modification	$500.00	
☐	TAW Major Technical Modification	0.30 x_____original fee (Minimum $500)	
☐	FWGP Extension	$500 x_____# of items to be extended	
☐	Individual Permit/Open Water Permit Extension	0.30 x_____original fee (Minimum $500)	
☐	TAW Extension	$500 x_____# of items to be extended	
☐	Freshwater Wetlands Exemption	$500.00	
☐	TAW Exemption	$500.00	
☐	Permit Equivalency/CERCLA	No Fee	No Fee

APPLICATION(S) FOR: Please check each permit/authorization that you are applying for and fill in the calculated fee (for each) in the "Fee Paid" column

	Flood Hazard Area General Permits	Fee Amount	Fee Paid
☐	FHAGP1 Channel Clean w/o Sediment Removal	No Fee	
☐	FHAGP1 Channel Clean w/Sediment Removal	No Fee	
☐	FHAGP2 Mosquito Control	$1,000.00	
☐	FHAGP3 Scour Protection Bridges/Culverts	$1,000.00	
☐	FHAGP4 Creation/Restoration/Enhancement of Habitat and Water Quality Values and Functions	No Fee	
☐	FHAGP5 Reconstruction and/or Elevation of Building in a Floodway	No Fee	
☐	FHAGP6 Construction of One SFH/Duplex and Driveway	$1,000.00	
☐	FHAGP7 Relocation of Manmade Roadside Ditches for Public Roadway Improvements	$1,000.00	
☐	FHAGP8 Placement of Storage Tanks	$1,000.00	
☐	FHAGP9 Construction/Reconstruction of Bride/Culvert Across Water < 50 Acres	$1,000.00	
☐	FHAGP10 Construction/Reconstruction of Bride/Culvert Across Water > 50 Acres	$1,000.00	
☐	FHAGP11 Stormwater Outfall Along Regulated Water <50 Acres	$1,000.00	
☐	FHAGP12 Construction of Footbridges	$1,000.00	
☐	FHAGP13 Construction of Trails and Boardwalks	$1,000.00	
☐	FHAGP14 Application of herbicide in riparian zone	$1,000.00	

	Flood Hazard Area Individual Permits	Fee Amount	Fee Paid
☐	FHA - IP SFH and/or Accessory Structures	$2,000	
☒	Individual Permit (Fee is calculated by adding the base fee to the specific elements below)	$3,000 Base Fee	$3,000
	FHA – IP Utility*	+ ($1,000 x 8 of # water crossings)	$8,000
	FHA - IP Bank/Channel (No Calculation Review) *	+ $1,000	
	FHA - IP Bank/Channel (With Calculation Review) *	+ ($4,000 + ($400 x_____per 100 linear ft.))	
	FHA - IP Bridge/Culvert/Footbridge/Low Dam (No Calculation Review)*	+ ($1,000 x 4 # of structures)	$4,000
	FHA - IP Bridge/Culvert/Footbridge/Low Dam (WIth Calculation Review) *	+ ($4,000 x_____# of structures)	
	FHA – Review of Flood Storage Displacement (net fill) Calculations*	+ $4,000	
	Total	IP Review Fee	$15,000

	Flood Hazard Area Verifications	Fee Amount	Fee Paid
☐	Verification-Delineation of Riparian Zone Only	$1,000	
☐	Verification-Method 1 (DEP Delineation) *	$1,000	
☐	Verification-Method 2 (FEMA Tidal Method) *	$1,000	
☐	Verification-Method 3 (FEMA Fluvial Method) *	$1,000	
☐	Verification-Method 4 (FEMA Hydraulic Method)	$4,000 + ($400 x _____per 100 linear feet)	
☒	Verification-Method 5 (Approximation Method) *	$1,000	$1,000
☐	Verification-Method 6 (Calculation Method)	$4,000+($400 x _____per 100 linear feet)	

*Fee not applicable to (1) SFH

	Additional Flood Hazard Area Authorizations	Fee Amount	Fee Paid
☐	FHA Hardship Exception Request	$4,000	
☐	FHA GP Administrative Modification	No Fee	No Fee
☐	FHA GP Minor technical modification	$500 x_____# of proejct elements to be revised	
☐	FHA GP Major technical modification	0.30 x_____original fee (Minimum $500)	
☐	FHA Individual Permit Administrative Modification	No Fee	No Fee
☐	FHA Individual Permit Minor Technical Modification	$500 x_____# of proejct elements to be revised	
☐	FHA Individual Permit Major Technical Modification	0.30 x_____original fee (Minimum $500)	
☐	FHA Verification Administrative Modification	No Fee	No Fee
☐	FHA Verification Minor Technical Modification	$500 x_____# of proejct elements to be revised	
☐	FHA Verification Major Technical Modification	0.30 x_____original fee (Minimum $500)	
☐	FHA GP Extension	$240	
☐	FHA Individual Permit Extension	0.25 x_____original fee	
☐	FHA Verification Extension of Methods 1, 2, 3, 5, or Riparian Zone Only	$240	
☐	FHA Verification Extension of Methods 4 or 6	0.25 x_____original fee	
☐	FHA Individual Permit Equivalency/CERCLA	No Fee	No Fee
☐	FHA GP Administrative Modification	No Fee	No Fee

Stormwater Review Fee (Maximum Fee = $20,000)	Fee Amount (Round UP to the nearest whole number)	Fee Paid
☒ Stormwater Review (Fee is calculated by adding the base fee to the specific elements below)	$3,000 Base Fee	$3,000
Review of Groundwater Calculations	+ $250 x 22 # acres disturbed	$5,500
Review of Runoff Quantity Calculations	+ $250 x 22 # acres disturbed	$5,500
Review of Water Quality Calculations	+ $250 x 1 # acres impervious surface	$250
Total	Stormwater Review Fee	$14,250

	Applicability Determination	Fee Amount	Fee Paid
☐	Coastal Applicability Determination	No Fee	No Fee
☐	Flood Hazard Applicability Determination	No Fee	No Fee
☐	Highlands Jurisdictional Determination	No Fee	No Fee
☐	Executive Order 215	No Fee	No Fee

TOTAL FEE:	$96,250
CHECK NUMBER:	4146

*Fee not applicable to (1) SFH

APPLICANT NAME: TRANSCO FILE # (if known):

APPLICATION FORM - APPENDIX I

Section 1: Please provide the following information for the overall project site. All area measurements shall be recorded **in acres to the nearest thousandth** (0.001 acres).

PROPOSED:	*PRESERVED*	*UNDISTURBED*	*DISTURBED*
RIPARIAN ZONE			1.734
CZMRA FORESTED *(CZMRA IP – Only)*			
E & T HABITAT *Endangered and/or Threatened*			
FRESHWATER WETLANDS			3.315

Section 2: Please provide the following information for each permit/authorization requested pursuant to the Freshwater Wetlands Protection Act. All area measurements shall be recorded **in acres to the nearest thousandth** (0.001 acres). Use additional sheets if necessary

PERMIT TYPE: FWW-IP Compressor Station 206 — WETLAND TYPE *Emergent, Forest, Shrub, Etc.*: Forested, Emergent, — RESOURCE CLASSIFICATION *Ordinary, Intermediate, Exceptional, EPA, Etc.*: Exceptional

PROPOSED DISTURBANCE:	*WETLANDS*	*TRANSITION AREA*	*SOW*
FILLED	0.852	0.487	
EXCAVATED			
CLEARED			
TEMPORARY DISTURBANCE	0.149	0.449	

PERMIT TYPE: FWW-IP Madison Loop/Raritan Bay Loop — WETLAND TYPE *Emergent, Forest, Shrub, Etc.*: Forested, Emergent, and Scrub-Shrub — RESOURCE CLASSIFICATION *Ordinary, Intermediate, Exceptional, EPA, Etc.*: Intermediate and Exceptional

PROPOSED DISTURBANCE:	*WETLANDS*	*TRANSITION AREA*	*SOW*
FILLED			
EXCAVATED			
CLEARED	0.327	1.143	
TEMPORARY DISTURBANCE	1.987	4.039	0.157

EXISTING AND ADDITIONAL RIGHTS NEEDED FOR NESE LURP PERMITTING

Landowner	Block	Lot	Freshwater Wetlands	Flood Hazard Area	Waterfront Development	Transco's Existing Rights	Survey Access Obtained?	Additional Rights Obtained For Project	Signed LURP Form or Consent Letter
Madison Loop									
Transco	5001 5001	13.14 13.18	X	X		Original Deed for Block 5001, Lot 13.14 (dated October 24, 2016) (recorded in Bk. 6906, pg. 489) Original Deed for Block 5001, Lot 13.18 (dated November 17, 2006) (recorded in Bk. 5749, pg. 480)	Yes	N/A	N/A
Manzo Industrial Park Association	5001	13.17	X	X		Private Road/Paper Street (Transco is a member of the Association)	Yes	Supplemental Right of Way Agreement (dated January 30, 2018)	N/A
Manzo*	5001	13.16	X	X		Original Right of Way (dated June 8, 1967) (recorded in Bk. 2582, Pg. 861)	Yes	Supplemental Right of Way Agreement (dated January 30, 2018)	N/A
Brunetti*	5000 5000 5000	4 18 23	X	X		Original Right of Way (dated August 11, 1967) (recorded in Bk. 2590, Pg. 475) Addendum (dated July 16, 1968 (recorded in Bk. 2632, Pg. 892)	Yes	Supplemental Right of Way Agreement (dated July 19, 2018)	N/A
Parkwood*	4185	10	X	X		Original Right of Way (dated April 15, 1968) (recorded in Bk. 2616, Pg. 1141) Supplemental Right of Way (dated February 20, 2007) (recorded in Bk. 5803, Pg. 725)	Yes	Supplemental Right of Way Agreement (dated May 23, 2018)	N/A
RDK	4185	28.11	X			Original Right of Way (dated April 15, 1968) (recorded in Bk. 2616, Pg. 1141) Supplemental Right of Way (dated January 26, 1995) (recorded in Bk. 4227, Pg. 387) additional Right of Way (dated May 3, 1996) (recorded in Bk. 4329, Pg.700)	Yes	Supplemental Right of Way Agreement (dated November 18, 2019)	Consent letter dated April 4, 2018
La Mer	449 449 449	12 13.01 10.03	X		X	Original Right of Way (by reservation in deed) (dated May 22, 1980) (recorded in Bk. 3148, Pg. 789) Revised Right of Way (dated August 25, 2000) (recorded in Bk. 4853, Pg. 385)	Yes	Temporary Work Space Permit (dated January 3, 2018)	N/A
Golden Age	451	1.10	X	X	X	Original Right of Way (dated February 8, 2007) (recorded in Bk. 5881, Pg. 576)	Yes	Supplemental Right of Way Agreement (dated March 29, 2018)	N/A
Harbour Club	451	1.08	X	X	X	Original Right of Way (dated March 22, 1967) (recorded in Bk. 2577, Pg. 132), as modified to permit the construction of golf course within Transco's ROW (dated February 8, 1978) (recorded in Bk. 3067, Pg.826)	Yes	Supplemental Right of Way Agreement (dated January 22, 2018) Amendment to Supplemental Right of Way Agreement (dated April 2, 2019)	N/A
Sayreville*	451 454	1.09 1	X	X	X	Lot 1.09 - Original Right of Way (dated March 22, 1967) (recorded in Bk. 2577, Pg. 132), as modified to permit the construction of golf course within Transco's ROW (dated February 8, 1978) (recorded in Bk. 3067, Pg.826) Lot 1 - Original Right of Way (dated June 14, 1996) (recorded in Bk. 4344, Pg. 818)	Yes	Supplumental Right of Way Agreement (dated September 11, 2018)	N/A
Lockwood*	538	13		X	X	Original Right of Way (dated March 21, 1967) (recorded in Bk. 2577, Pg. 127) Amendment to ROW agreement (dated January 31, 2007) (recorded in Bk. 5834, Pg. 39 and Rider recorded in Bk. 5834, Pg. 47)	Yes	Supplemental Right of Way Agreement (dated May 16, 2018)	N/A
Highview*	538	9.02	X		X	Original Right of Way (dated April 10, 1968) (recorded in Bk. 2617, Pg. 599) Amendment to ROW agreement (dated October 13, 2006) (recorded in Bk. 5755, Pg. 658)	Yes	Supplemental Right of Way Agreement (dated December 28, 2017)	N/A
State of New Jersey (Tidelands)*					X		Yes	Transco submitted an application for a Tidelands License on July 18, 2017 (1200-17-0006.1 TDI 170001)	Transco submitted an application for a Tidelands License on July 18, 2017 (1200-17-0006.1 TDI 170001)
Compressor Station 206									
Transco (Compressor Station Site)	5.02	25		X		None	Yes	Obtained in fee from Trap Rock by Deed dated May 25, 2017 (recorded in Bk. 6966, Pg. 2192)	N/A
Higgins (Higgins Farm access road)	5.02	26.01				None	Yes	Option and Settlement Agreement	Consent Letter dated January 21, 2020
Trap Rock (Suction & Discharge Piping)	5.02	20 (formerly 23)	X			None	Yes	In negotiations	Consent Letter dated April 27, 2018
Raritan Bay Loop									
New Jersey Transit*	505.01 505.01 505.01	4 1 3			X		Yes	Permit Received	N/A
Transco*	541 541 553	8-11, 67-70 12-19, 64-66 1			X	Original Deed for Block 553, Lot 1 (dated September 27, 1966) (recorded in Bk. 2560, Pg. 74); Original Deed for Block 541, Lots 8-11 & 67-70 (dated August 9, 2000)(recorded in Bk. 4009, Pg. 93); Original Deed for Block 541, Lot 12	Yes	N/A	N/A
State of New Jersey (Tidelands)*					X		Yes	Transco submitted an application for a Tidelands License on July 18, 2017 (1200-17-0006.1 TDI 170001)	Transco submitted an application for a Tidelands License on July 18, 2017 (1200-17-0006.1 TDI 170001)

Key			
Green			Consent obtained from landowner
Yellow			Negotiations are still pending with landowner
*			Property(ies) currently proposed to be crossed (in whole or in part) via Horizontal Directional Drill

Note:			The proposed Madison Loop and on-shore portion of the Raritan Bay Loop cross several public road rights of way, either via HDD or other trenchless construction methodology. Transco is working with the appropriate entities to obtain the necessary permits to cross these roads.

Prepared by: _____
Mark Stevens, Esq.

Line #: _____
R/W #: _____
Tax #: _____
Municipality: _____
County: _____
State: _____

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 30 day of JANUARY, 2018 by and between MANZO OLD BRIDGE PROPERTIES, LLC, a New Jersey limited liability company having an address at 429 Delray Drive, Lavallette, New Jersey 08735 (hereinafter called GRANTOR whether one or more) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated June 8, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2582 at Page 861 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Township of Madison, Middlesex County, New Jersey, which Township subsequently became known as Township of Old Bridge, Middlesex County, New Jersey and described as follows:

Block 5001, Lot 13.16 as described in deed dated December 30, 2003 and recorded in the Middlesex County Clerk's Office on March 2, 2004 in Deed Book 5285, Page 314.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a four sheet drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use additional strips of land contiguous to the right of way described above, such strips of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space#1 Outside Existing Right of Way", "Area of Temporary Work Space#2 Outside Existing Right of Way", "Area of Temporary Access Road #AR-MS-001", "Area of Temporary Access Road #AR-MS-002", and "Area of Temporary Access Road #AR-MS-003".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 30th day of January, 2018.

ATTEST / WITNESS:

Silvia Wiehe

MANZO OLD BRIDGE PROPERTIES, LLC

By: Roger Passarella

Roger Passarella, Managing Member

ACKNOWLEDGMENT

STATE OF ~~NEW JERSEY~~ FLORIDA

COUNTY OF LEE

On this _____ day of _____, 2018, before me a Notary Public of the State of ~~New Jersey~~ Florida, the undersigned officer, personally appeared Roger Passarella, who acknowledged him/herself to be the Managing Member of Manzo Old Bridge Properties, LLC, a limited liability company of the State of New Jersey, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

SZILVIA WIEBE
MY COMMISSION # FF947750
EXPIRES: February 24, 2020

Printed Name

My Commission Expires: 02/24/2020

After recording please return to:
Rutter & Roy, LLP
3 Paragon Way, Suite 300
Freehold, NJ 07728

Prepared by: Mark Stevens, Esq.

Line #: 11-209
R/W #: 6-6B
Tax #:
Municipality: OLD BRIDGE TWP
County: MIDDLESEX
State: NEW JERSEY

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 30 day of JANUARY, 2018 by and between MANZO INDUSTRIAL PARK ASSOCIATION, INC., a New Jersey non-profit corporation having an address at 429 Delray Drive, Lavallette, New Jersey 08735 (hereinafter called GRANTOR whether one or more) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated June 8, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2582 at Page 861 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Township of Madison, Middlesex County, New Jersey, which Township subsequently became known as Township of Old Bridge, Middlesex County, New Jersey and described as follows:

Block 5001, Lot 13.17 as described in deed dated April 18, 2002 and recorded in the Middlesex County Clerk's Office on April 18, 2002 in Deed Book 5036, Page 484.

AWHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a four sheet drawing marked "Exhibit A," attached hereto and made a part hereof.

3. Grantor acknowledges that, during the course of construction of the first additional pipeline, facilities or improvements authorized above, Grantee has the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Disturbance Within Existing Right of Way", "Area of Temporary Work Space#1 Within Manzo Boulevard", "Area of Temporary Work Space#2 Within Manzo Boulevard", "Area of Temporary Work Space#3 Within Manzo Boulevard", "Area of Disturbance Within Existing Permanent Access Road #AR-MS-010", "Area of Temporary Access Road #AR-MS-001 Within Manzo Boulevard", and "Area of Temporary Access Road #AR-MS-002 Within Manzo Boulevard".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 30th day of January, 2018.

ATTEST/ WITNESS:

Silvia Wiehe

MANZO INDUSTRIAL PARK ASSOCIATION, INC.

By: Roger Passarella

Roger Passarella, President
Board of Trustees

ACKNOWLEDGMENT

STATE OF ~~NEW JERSEY~~ FLORIDA

COUNTY OF LEE

On this 30th day of January 2018, before me a Notary Public of the State of ~~New Jersey,~~ Florida the undersigned officer personally appeared Roger Passarella, who acknowledged him/herself to be the President of the Trustee Board of Manzo Industrial Park Association, Inc., a New Jersey not-for-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Szilvia Wiebe

Notary Public

SZILVIA WIEBE
MY COMMISSION # FF947750
EXPIRES: February 24, 2020

Szilvia Wiebe

Printed Name

My Commission Expires: 02/24/2020

After recording please return to:

Rutter & Roy, LLP
3 Paragon Way, Suite 300
Freehold, NJ 07728

Prepared by: _____

Line #: 11-207
R/W #: 6-8, 6-9, 6-10 & 6-11
Tax #: 5000/4, 18 & 23
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 19 day of July, 2018 by and between **ESTATE OF JOHN J. BRUNETTI**, having an address at Post Office Box 1004, Old Bridge, New Jersey 08857 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, Texas 77056 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by an agreement dated August 11, 1967 and recorded in the Middlesex County Clerk's Office, in Deed Book 2590 at Page 475, and an addendum dated July 16, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2632 at Page 892, as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreements") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing its pipeline and appurtenant facilities for the transportation of natural gas, under, upon, over, through and across those certain lands located in the Township of Old Bridge, Middlesex County, New Jersey, and described as follows:

Block 5000, Lots 4, 18, and 23 as described in deed dated January 19, 1970 and recorded in the Middlesex County Clerk's Office on August 18, 1971 in Deed Book 2742, Page 924 and in deed dated January 22, 1970 and recorded in the Middlesex County Clerk's Office on October 22, 1971 in Deed Book 2749, Page 1128.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. Should the Federal Energy Regulatory Commission fail to issue a Certificate of Public Convenience and Necessity for the Project for the additional pipeline, facilities or improvements authorized above within five (5) years from the date of this Agreement, this Agreement shall terminate. In such an event, Grantor specifically covenants and agrees that the Original Agreement, and the rights granted thereunder, shall remain in full force and effect.

In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes. No above ground appurtenances (other than test posts, vents, or pipeline markers) shall be constructed within the permanent right of way and easement.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way", and "Area of Right of Way Within Existing Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way" and "Area of Temporary Work Space Within Existing Right of Way".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the additional pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or

any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreements are hereby ratified and confirmed in all respects.

It is agreed that the Original Agreements and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 19 day of July, 2018.

ATTEST / WITNESS:

LILLIAN M. ARMELY

DUANE T. CLIBURN

ESTATE OF JOHN J. BRUNETTI

By: _____

John J. Brunetti, Jr.
Co-personal Representative

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Miami-Dade

On this, the 19th day of July, 2018, before me, a Notary Public of the State of Florida, the undersigned, John J. Brunetti, Jr, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the uses and purposes therein contained.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SYLVIA M. MARTINEZ
Notary Public - State of Florida
My Comm. Expires Jan 12, 2019
Commission # FF 159931

Notary Public

Sylvia M. Martinez

Printed Name

My Commission Expires: 1/12/19

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Prepared by: _____

Line #: 11-207
R/W #: 6-14C
Tax #: 4185/10
Municipality: Old Bridge
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 23rd day of May, 2018 by and between **PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, having an address at 820 Morris Turnpike – Suite 301, Short Hills, New Jersey 07078 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated April 15, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2616 at Page 1141 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, under, upon, over, through and across those certain lands located in the Township of Old Bridge, Middlesex County, New Jersey, and described as follows:

Block 4185, Lot 10 as described in deed dated December 12, 1977 and recorded in the Middlesex County Clerk's Office on April 20, 1978 in Deed Book 3026, Page 328.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way" and "Area of Temporary Access Road".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 23rd day of May, 2018.

ATTEST / WITNESS:

Stephanie Green

Stephanie Green
Print Name

PARKWOOD GARDENS ASSOCIATES/MADISON

By: Zygmunt Wilf

Zygmunt Wilf
Print Name

ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF Essex

On this 23rd day of May, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Zygmunt Wilf, who acknowledged him/herself to be a partner of **PARKWOOD GARDENS ASSOCIATES/MADISON**, a partnership, and that he/she as partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by him/herself as partner.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie Green
Notary Public

Stephanie Green
Printed Name

My Commission Expires: 4/17/23

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

STEPHANIE L. GREEN
Notary Public, State of New Jersey
My Commission Expires April 17, 2023

GAS PIPELINE – Transco
2800 Post Oak Blvd. (77056)
P. O. Box 1396
Land Dept., Level 11
Houston, TX 77251-1396

April 27th, 2018

BY FED EX

Bruce Carta
332 Cherry Drive
Steamboat Springs, Colorado 80487-3070

Re: Transcontinental Gas Pipe Line Company, LLC
Northeast Supply Enhancement Project
FERC Docket No. CP17-101
Block 4185, Lots 28.11 and 28.12
Old Bridge Township, Middlesex County, New Jersey

Dear Mr. Carta:

As part of its proposed Northeast Supply Enhancement Project (the "Project"), Transcontinental Gas Pipe Line Company, LLC's ("Transco") will be submitting environmental permit applications to the New Jersey Department of Environmental Protection, which permit applications will, among other properties, impact the above-referenced properties owned by R.D.K. Inc., a New Jersey corporation ("RDK").

As an heir of the Estate of Mary Ann Kerestes (the Secretary of RDK and wife of the late Russell Kerestes, a record owner and President of RDK), we ask that you consent, by counter-signing this letter below, for Transco to apply for the necessary environmental permits and to conduct the Project activities across portions of RDK's property, assuming that those activities are ultimately certificated and ordered by the Federal Energy Regulatory Commission. It is understood that your consent does not constitute a grant of any property rights to Transco, and your right to negotiate with Transco for the permanent and temporary easements needed for the Project and as to the compensation to ultimately be paid for such easements is reserved.

Transco will defend and save harmless Bruce Carta from any claims or suits which may be asserted against the Bruce Carta arising out of any negligent acts of the Transco, its agents or employees, in its exercise of the rights herein granted.

Very truly yours,
Charles Ryan
CHARLES RYAN

Agreed to this 30 day of May, 2018

Bruce Carta

April 4th, 2018

BY FED EX

Laura Carta
320 Lewis Street
Havre de Grace, Maryland 21078-3404

Re: Transcontinental Gas Pipe Line Company, LLC
Northeast Supply Enhancement Project
FERC Docket No. CP17-101
Block 4185, Lots 28.11 and 28.12
Old Bridge Township, Middlesex County, New Jersey

Dear Ms. Carta:

As part of its proposed Northeast Supply Enhancement Project (the "Project"), Transcontinental Gas Pipe Line Company, LLC's ("Transco") will be submitting environmental permit applications to the New Jersey Department of Environmental Protection, which permit applications will, among other properties, impact the above-referenced properties owned by R.D.K. Inc., a New Jersey corporation ("RDK").

As a beneficiary of the Estate of Mary Ann Kerestes (the Secretary of RDK and wife of the late Russell Kerestes, a record owner and President of RDK), we ask that you consent, by counter-signing this letter below, for Transco to apply for the necessary environmental permits and to conduct the Project activities across portions of RDK's property, assuming that those activities are ultimately certificated and ordered by the Federal Energy Regulatory Commission. It is understood that your consent does not constitute a grant of any property rights to Transco, and your right to negotiate with Transco for the permanent and temporary easements needed for the Project and as to the compensation to ultimately be paid for such easements is reserved.

Transco will defend and save harmless Laura Carta from any claims or suits which may be asserted against the Laura Carta arising out of any negligent acts of the Transco, its agents or employees, in its exercise of the rights herein granted.

Very truly yours,

Charles Ryan

CHARLES RYAN

Agreed to this 24th day of April, 2018

Laura Carta

Laura Carta

Prepared by: _____

Line # NJ-MI-18, 19, 21 & 27
R/W # 5A-OL, 5A-1, 5A-1A & 5A3
Parcel # 449.08/103, 449/12, 449/13.01 & 449/10.03
Municipality: Sayreville
County: Middlesex
State: New Jersey

TEMPORARY WORK SPACE PERMIT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

For and in consideration of [redacted] in hand paid, the undersigned **LA MER IIIC, LLC, LA MER V, LLC, and LA MER VI, LLC,** each a New Jersey limited liability company, having an address of 433 River Road, Highland Park, New Jersey 08904 (collectively, with its successors and assigns, the **GRANTOR**), grant to **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106, (hereinafter called GRANTEE), the right to clear and use temporarily, during the construction of a natural gas pipeline, the area depicted and described on the attached Exhibit "A" as "Area of Temporary Workspace". This area shall be for Grantee's, its contractors, subcontractors, agents or assigns, use for a one-year period from the date construction activities begin or until all construction and restoration activities have been completed and satisfied in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

Grantor warrants and represents that Grantor owns the Property, and that no other person or entity owns an interest therein. Grantor also acknowledges that Grantee has submitted the necessary environmental applications to the New Jersey Department of Environmental Protection in connection with its proposed Northeast Supply Enhancement Project ("Project"), and hereby consents for Transco to apply for the necessary environmental permits and to conduct the Project activities across portions of this property.

Grantee will restore the area used, as nearly as practicable and permissible, to its prior condition and contour. Grantee will pay for any and all actual physical damages arising from its use of this area.

The Temporary Work Space Permit shall extinguish automatically without any need for further action by either party at midnight on the last day of the twelfth month after the completion of construction on the Grantor's property, unless further restoration is required by the Federal Energy Regulatory Commission or any other governmental agency with jurisdiction to require Grantee to perform restoration work on the property.

Grantor agrees that in the event Grantor enters into a real estate contract for sale of this property at any time during the term of this Temporary Work Space Permit, Grantor will inform the potential purchaser of the existence of this Temporary Work Space Permit and the purchaser's obligations to comply with its terms. Grantor also agrees to inform Grantee that the property is under contract within thirty (30) days of entering into such contract.

Grantee, by the acceptance hereof, covenants and agrees that it will defend and save harmless the Grantor from any claims or suits which may be asserted against the

Grantor arising out of any negligent acts of the Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

All agreements herein contained shall be deemed to run with the land and shall extend to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

Signed this 3rd day of January, ~~2017~~ 2018.

WITNESS

Bret Kaplan

LA MER IIIC, LLC

Michael Kaplan, President

WITNESS

Bret Kaplan

LA MER V, LLC

Michael Kaplan, President

WITNESS

Bret Kaplan

LA MER VI, LLC

Michael Kaplan, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 3rd day of January, 2017, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Michael Kaplan, who acknowledged himself to be the President of La Mer IIIC, LLC, La Mer V, LLC and La Mer VI, LLC, each a limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability companies by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Liza Ann Glazner
Printed Name

My Commission Expires: 6/27/21

LIZA ANN GLAZNER
A Notary Public of New Jersey
My Commission Expires June 27, 2021

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Prepared by: _____

Line #: 11-207
R/W #: 5A-5.1
Tax #: 451/1.10
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 29th day of March, 2018 by and between **GOLDEN AGE DEVELOPMENT GROUP, LLC**, a New Jersey limited liability company, having an address at 60 Monmouth Park Highway, West Long Branch, New Jersey 07764 (hereinafter called GRANTOR whether one or more) and T**RANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated February 8, 2007 and recorded in the Middlesex County Clerk's Office, in Deed Book 5881 at Page 575 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing its pipeline and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.10 as described in deed dated June 27, 2002 and recorded in the Middlesex County Clerk's Office on July 19, 2002 in Deed Book 5070, Page 515.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way", and "Area of Right of Way within Existing Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to and within the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space within Existing Right of Way" and "Area of Temporary Work Space Outside Existing Right of Way".

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 29th day of March, 2018.

ATTEST / WITNESS:

PETER S. WERSINGER, III, ESQ.,
Secretary

GOLDEN AGE DEVELOPMENT GROUP, LLC

ROBERT M. KAYE
Chairman and CEO

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On this 29th day of March, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared ROBERT M. KAYE, who acknowledged himself to be the Chairman and CEO of **GOLDEN AGE DEVELOPMENT GROUP, LLC**, a New Jersey limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laurie DeLong
Notary Public

Printed Name

LAURIE DELONG
Commission # 2211775
Notary Public, State of New Jersey
My Commission Expires
April 03, 2023

My Commission Expires: _____

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Prepared by: _____

Line #: 11-207
R/W #: 5A-5
Tax #: 451/1.08
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 22nd day of January, 2018 by and between **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.,** a New Jersey non-profit corporation, having an address at 900 Harbour Club Drive, Parlin, New Jersey 08859 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,** a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated March 22, 1967 and recorded in the County Clerk's Office, in Deed Book 2577 at Page 132 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.08 as described in deed dated October 10, 1984 and recorded in the Middlesex County Clerk's Office on October 11, 1984 in Deed Book 3384, Page 585.

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline is constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way."

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 22nd day of January, 2018.

ATTEST / WITNESS:

HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.

By: Joseph McDermott

Print Name

Joseph McDermott

Print Name

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 22 day of ~~February~~ January 19, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared Joseph McDermott, who acknowledged him/herself to be the President of **HARBOUR CLUB CONDOMINIUM ASSOCIATION, INC.**, a New Jersey non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawn M Myers
Notary Public

Dawn M Myers
Printed Name

My Commission Expires: July 18, 2018

DAWN M. MYERS
A Notary Public of New Jersey
My Commission Expires July 18, 2018

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Prepared by: _____

Line #: 11-207
R/W #: 5A-9
Tax #: 538/13
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 16th day of May, 2018 by and between **LOCKWOOD MARINA, LLC**, a New Jersey limited liability company, having an address at 1825 Highway 35, South Amboy, NJ 08879 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated March 21, 1967 and recorded in the County Clerk's Office, in Deed Book 2577 at Page 127 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, inspecting, operating, repairing, altering, replacing, changing the size of, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products or other liquids, gases or substances of any kind which can be transported through pipelines, under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 538, Lot 13 as described in deed dated December 3, 2002 and recorded in the Middlesex County Clerk's Office on February 6, 2003 in Deed Book 5144, Page 368

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and

communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Existing Right of Way" and "Proposed Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Temporary Work Space."

4. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent right of way and easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, first above described, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 16th day of May, 2018.

ATTEST / WITNESS:

LOCKWOOD MARINA, LLC

By: William Lockwood

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 16th day of May, 2018, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared William Lockwood, who acknowledged him/herself to be the President of **LOCKWOOD MARINA, LLC**, a limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Catherine Wisneski
Notary Public

Catherine Wisneski
Printed Name

My Commission Expires: CATHERINE WISNESKI NOTARY PUBLIC OF NEW JERSEY My Commission Expires 4/16/2019

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Prepared by: _____

Line #: 11-207
R/W #: 5A-10
Tax #: 538/9.02
Municipality: Sayreville
County: Middlesex
State: New Jersey

SUPPLEMENTAL RIGHT OF WAY AND EXCLUSIVE EASEMENT AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way and Exclusive Easement Agreement (this "Agreement"), made the 28th day of December, 2017 by and between **HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC**, a New Jersey limited liability company, having an address at c/o John Giunco, Esq., 125 Half Mile Road – Suite 300, Red Bank, NJ 07701 (hereinafter called GRANTOR whether one or more) and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, TX 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreement dated April 10, 1968 and recorded in the Middlesex County Clerk's Office, in Deed Book 2617 at Page 599 as the same may have been heretofore supplemented and amended (herein individually and collectively referred to as the "Original Agreement") the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, and removing one or more of its pipelines and appurtenant facilities for the transportation of gas, oil, petroleum and petroleum products, upon, under, or across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 538, Lot 9.02 as described in deed daled September 23, 2014 and recorded in the Middlesex County Clerk's Office on October 2, 2014 in Deed Book 6620, Page 305

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One or more additional pipelines, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the permanent right of way and easement hereinafter described during the course of planning and construction of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way" and "Area of Right of Way", all as shown on a drawing marked "Exhibit A," attached hereto and made a part hereof.

3. Grantor also grants to Grantee an exclusive easement for the purposes of constructing, maintaining, operating, repairing, altering and replacing pipe lines, valves, regulators, fences, poles, wire lines, meters, meter runs, houses, compressors, drips, tanks, radio towers and communications equipment and any and all other devices, equipment and structures incident, necessary or convenient to the regulation, control, measurement, transportation and distribution of gas, oil, petroleum and petroleum products under, upon, over, through and across the lands of Grantor.

4. The exclusive easement shall be the area of land identified as "Area of Exclusive Easement within Existing Right of Way", all as shown on the drawing marked "Exhibit A" attached hereto and made a part hereof.

5. The Grantor also grants to Grantee a right of way and easement for the purpose of locating, opening, constructing, repairing, maintaining and using a roadway for access to the above described exclusive easement as identified as "Area of Permanent Access Road within Existing Right of Way", all as shown on the drawing marked "Exhibit A" attached hereto and made a part hereof.

5. During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the right of way described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Area of Temporary Work Space Outside Existing Right of Way."

6. Grantor acknowledges that Grantee shall have the option of making reasonable adjustments to the location and area of the permanent rights of way and exclusive easement, as well as any temporary workspace, based upon issues that may arise after execution of this Agreement, including, but not limited to, design, constructability or field conditions. Upon request of Grantee, Grantor will promptly execute any necessary documents to be recorded. Grantor will be compensated at fair market value for any further expansion of the right of way and easements granted.

7. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described rights of way and exclusive easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent rights of way and exclusive easement, without liability for damages naturally resulting from the proper exercise of the rights granted herein. Grantee shall also have all other rights and benefits necessary or convenient for the full enjoyment or use of the exclusive easement herein granted, including the right to fence in said land so as to exclude other persons and animals therefrom.

Grantor specifically covenants and agrees:

(a) The areas of land, first above described, are the permanent right of way and exclusive easements granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent rights of way, exclusive easement or any part thereof, (ii) change the grade of said permanent rights of way, exclusive easement or any part thereof, (iii) plant trees or shrubs on said permanent rights of way, exclusive easement or any part thereof, (iv) pave longitudinally along and upon said permanent rights of way, exclusive easement or any part thereof, (v) use said permanent rights of way, exclusive easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent rights of way or exclusive easement, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of any additional pipelines, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the first additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the first additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor.

(c) It will indemnify the Grantor from any claims or suits which may be asserted by the Borough of Sayreville against the Grantor arising out of the use and restoration of the firehouse parking lot by Grantee in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or negligence of Grantor or a third party other than Grantee, its agents or employees.

During the course of construction of the first of the additional pipelines, facilities or improvements authorized above, Grantee further covenants and agrees to install safety fencing along each side of the work area that is adjacent to the apartments on Grantor's property, which fencing shall be removed at any time as determined by Grantee in its sole discretion. Such fencing will consist of the type and size to be determined by Grantee in its sole discretion.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been

contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has hereunto set their hand this 28th day of December, 2017.

ATTEST / WITNESS:

Nadine Carter

HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC

By: John A. Giunco, Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF ~~MIDDLESEX~~ MONMOUTH

On this 28th day of December, 2017, before me a Notary Public of the State of New Jersey, the undersigned officer, personally appeared John A. Giunco, who acknowledged him/herself to be the Co-Manager of **HIGHVIEW PROPERTIES AT SAYREVILLE URBAN RENEWAL LLC**, a limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as such officer.

Although the instrument transferring the easement interest herein is to be recorded in a deed book, the instrument or interest transferred is not a "deed" as defined in N.J.S.A. 46:15-5, and no realty transfer fee is applicable.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Denise M. Wegryniak
Notary Public

DENISE M. WEGRYNIAK
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES 8/30/19

Denise M. Wegryniak
Printed Name

My Commission Expires: 8/30/19

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Rubin
Ehrlich &
Buckley

Rubin, Ehrlich & Buckley
A Professional Corporation

Crossroads Corporate Center
3150 Brunswick Pike, Suite 310
Lawrenceville, NJ 08648
Tel: (609) 637-9500
Fax: (609) 637-0001

lawreb.com

August 11, 2017
via email

Christopher Jones, Manager
Bureau of Urban Growth & Redevelopment
NJDEP Division of Land Use Regulation
501 East State Street
Station Plaza 5, 2nd Floor
Trenton, New Jersey, 08609

Re: Transcontinental Gas Pipe Line Company LLC
Northeast Supply Enhancement Project ("Project")
Proposed Compressor Station 206

Dear Mr. Jones:

This office represents Trap Rock Industries, LLC and Trap Rock Industries, Inc. (collectively "Trap Rock"), which own Block 5.02, Lots 9, 10, 11.02, 12, 16, and 17 in the Township of Franklin, Somerset County, New Jersey, across which Transcontinental Gas Pipe Line Company, LLC ("Transco") proposes to construct a permanent access road to reach its proposed Compressor Station 206. Transco entered into an agreement on April 11, 2017 with Trap Rock for an option to acquire an exclusive permanent easement across these properties.

Please accept this letter as Trap Rock's acknowledgment that, assuming Transco exercises its option to acquire the easement, Trap Rock consents to Transco's use of portions of the properties listed above as a permanent access road to reach its proposed compressor station to be located on Block 5.02, Lot 25. Please note that, to best of my knowledge, no portion of the proposed permanent easement will be located within property belonging to the State of New Jersey or on any property owned by a public agency that would be encumbered by Green Acres. To my knowledge, based upon representations from Transco's attorneys, Transco's Project does not require a Section 106 (National Register of Historic Places) Determination as part of a federal approval.

Very truly yours,
RUBIN, EHRLICH & BUCKLEY, P.C.

By: Bruce Lubitz /klt
Bruce Lubitz, Esq.

BL/klt
cc Mark Stevens, Esq. via email

Rubin
Ehrlich &
Buckley

Rubin, Ehrlich & Buckley
A Professional Corporation

731 Alexander Road
Princeton, New Jersey 08540
Tel: (609) 452-7300
Fax: (609) 452-2077

lawreb.com

DIRECT CORRESPONDENCE TO:
BRUCE LUBITZ
E-MAIL: BLUBITZ@LAWREB.COM

***Via* Email**

April 27, 2018

Christopher Jones, Manager
Bureau of Urban Growth & Redevelopment
NJDEP Division of Land Use Regulation
501 East State Street
Station Plaza 5, 2nd Floor
Trenton, New Jersey, 08609

Re: Transcontinental Gas Pipe Line Company LLC
Northeast Supply Enhancement Project ("Project")
Proposed Compressor Station 206

Dear Mr. Jones:

This office represents Trap Rock Industries, LLC ("Trap Rock"), which owns Block 5.02, Lot 23 ("Property") in the Township of Franklin, Somerset County, New Jersey, across which Transcontinental Gas Pipe Line Company, LLC ("Transco") proposes to expand its existing permanent right of way for purposes of constructing a valve site and suction and discharge piping ("Proposed Activity") to serve proposed Compressor Station 206.

Please accept this letter as Trap Rock's acknowledgment that, with the understanding that Trap Rock and Transco will enter into an agreement for the Proposed Activity on the Property which, among other matters, specifies the terms and conditions under which Transco may use the Property for the Proposed Activity, as well as the compensation to be paid by Transco for such use, Trap Rock consents to Transco's Proposed Activity which will serve Transco's proposed compressor station to be located on Block 5.02, Lot 25. Trap Rock's consent does not constitute a present grant of any property rights to Transco. Track Rock reserves its right to negotiate with Transco for the permanent and

temporary easements needed for the Project and the compensation to ultimately be paid for such easements.

Very truly yours,

RUBIN, EHRLICH & BUCKLEY, P.C.

By: _____
Bruce Lubitz, Esq.

cc: Mark Stevens, Esq. (via email)
Michael Crowley (via email)

Line #:
R/W #:
Tax #: Block 451, Lot 1.09
Block 454, Lot 1
Municipality: Sayreville
County: Middlesex
State: New Jersey

Prepared by: Monica N. Stahl, Esq.

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

This Supplemental Right of Way Agreement (this "Agreement"), made the 11th day of September, 2018 by and between BOROUGH OF SAYREVILLE, a municipal corporation of the State of New Jersey, having an address at 167 Main Street, Sayreville, New Jersey 08872 (hereinafter called GRANTOR) and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company having an office at 2800 Post Oak Boulevard, Houston, Texas 77056-6106 it successors and assigns (hereinafter called GRANTEE).

WHEREAS, by agreements dated March 22, 1967 and recorded in the Middlesex County Clerk's Office in Deed Book 2577 at Page 132, and dated June 14, 1996 and recorded in the Middlesex County Clerk's Office in Deed Book 4344 at Page 818, as the same may have been heretofore supplemented, modified and amended (collectively referred to as the "Original Agreement"), the Grantor or Grantor's predecessor in title granted, bargained, sold and conveyed unto the Grantee's predecessor in interest, its successors and assigns, a right of way and easement therein more particularly described or referred to for the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing its pipeline(s) and appurtenant facilities for the transportation of natural gas under, upon, over, through and across those certain lands located in the Borough of Sayreville, Middlesex County, New Jersey, and described as follows:

Block 451, Lot 1.09 as described in deed dated October 3, 1977 and recorded October 5, 1977 in the Middlesex County Clerk's Office in Deed Book 3000, Page 291 and deed dated October 10, 1984 and recorded October 11, 1984 in the Middlesex County Clerk's Office in Deed Book 3384, Page 581; and

Block 454, Lot 1 as described in Final Decree for Foreclosure of Tax Certificate recorded November 27, 1940 in the Middlesex County Clerk's Office in Deed Book 1183, Page 28;

WHEREAS, at the request of the Grantee, the Grantor has consented and agreed to further modify, amend, supplement and enlarge said Original Agreement in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby by general warranty grant, bargain, sell, convey, ratify and confirm unto the Grantee, its successors and assigns, all that right of way and easement with the appurtenant rights and privileges and subject to the duties and obligations, all as described or referred to in the Original Agreement, except that the said right of way and easement is hereby modified, amended, supplemented and enlarged as follows:

1. Grantee's existing pipeline(s) is/are constructed within the permanent right of way and easement hereinafter described. One additional pipeline, facilities or improvements may be constructed under the provisions of this Agreement and shall be located within the permanent right of way and easement hereinafter described. In addition, and without limiting the generality of the foregoing, Grantor acknowledges that Grantee shall also have the right to use (and survey), without any further payment to Grantor, the

permanent right of way and easement hereinafter described during the course of planning of any additional pipelines, facilities or improvements. For purposes of this Agreement, the term "facilities" includes, by way of illustration and without limitation, valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for pipeline facilities, piping and fittings, pipeline markers and vent pipes.

2. The permanent right of way and easement shall be a strip of land identified as "Area of Existing Right of Way", "Area of Right of Way" and "Area of Right of Way Within Existing Right of Way" (collectively, referred to herein as "permanent right of way"), all as shown on two drawings, comprising Drawing No. 24-1947-80-06A-B/NJ-MI-33, revised through April 9, 2018 (two sheets, each marked "Exhibit A-1") and Drawing No. 24-1947-80-06A-B/NJ-MI-34, revised through April 9, 2018 (two sheets, each marked "Exhibit A-2"), and attached hereto and made a part hereof.

3. During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use additional strips of land contiguous to the permanent right of way described above, such strips of land being identified (i) on the attached Exhibit A-1 as "Area of Temporary Work Space Outside Existing Right of Way" and (ii) on the attached Exhibit A-2 as "Total Areas of Temporary Workspace Outside Existing Right of Way" and "Total Areas of Temporary Workspace Within Existing Right of Way."

4. Should the Federal Energy Regulatory Commission fail to issue a Certificate of Public Convenience and Necessity for the Project for the additional pipeline, facilities or improvements authorized above within five (5) years from the date of this Agreement, this Agreement shall terminate. In such an event, Grantor specifically covenants and agrees that the Original Agreement, and the rights granted thereunder, shall remain in full force and effect.

5. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free and full right of ingress, and egress over and across the land of Grantor to and from the described right of way and easement, by means of roads or other access areas utilized by Grantor, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent right of way, without liability for damages naturally resulting from the proper exercise of the rights granted herein.

Grantor specifically covenants and agrees:

(a) The strip of land, described in Paragraph 2 above, is the permanent right of way granted.

(b) Without Grantee's prior written consent, Grantor will not, and will not permit any other person to, (i) build or place any structures or other encroachments on said permanent right of way or any part thereof, (ii) change the grade of said permanent right of way or any part thereof, (iii) plant trees or shrubs on said permanent right of way or any part thereof, (iv) pave longitudinally along and upon said permanent right of way or any part thereof, (v) use said permanent right of way or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent right of way, or (vi) otherwise interfere with Grantee's lawful exercise of any of the rights herein granted.

(c) Following construction of the additional pipeline, facilities or improvements, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property and access the right of way and easements granted, at all times and as needed, to perform any and all restoration activities in connection with the construction of the additional pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(d) Upon 3 days' notice to Grantor, Grantee, its agents, employees and contractors, shall have the right to enter Grantor's property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Grantee's existing pipeline right of way and easement, including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental

agency. Grantee shall restore or repair Grantor's property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns, for so long as a pipeline is maintained thereon.

Grantor acknowledges that part of the consideration above recited is payment in full for any damages caused or to be caused by the construction of the additional pipeline, facilities or improvements hereunder.

Grantee, by its acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the existing pipeline(s) and the additional pipeline, facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any pipelines, facilities or improvements, in the exercise of the rights herein granted except that neither the Grantor nor any persons or firms holding under the Grantor shall assert any claims for severance or consequential damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or gross negligence of Grantor.

(c) During the course of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall, at its own expense, procure and maintain in effect the following insurance:

(i) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the work is to be performed and Employer's Liability insurance with limits of One Million ($1,000,000) Dollars per occurrence.

(ii) Commercial General Liability insurance providing coverage for premises, bodily injury, property damage, personal injury, blanket contractual liability, covering Grantee's insurable indemnification obligations under this Agreement, products and completed operations coverage for independent contractors and broad form property damage coverage with a combined single limit of Two Million ($2,000,000) Dollars each occurrence with an annual aggregate of Ten Million ($10,000,000) Dollars.

(iii) Business Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles used by Grantee in the performance of this Agreement with a combined single limit of One Million ($1,000,000) Dollars for each occurrence of bodily injury and property damage.

(iv) Excess or Umbrella Liability insurance with a limit of Ten Million ($10,000,000) Dollars for each occurrence with an annual aggregate of Ten Million ($10,000,000) Dollars. This limit applies in excess of each of the insurances set forth above in paragraphs (i) (Employer's Liability), (ii) (Commercial General Liability) and (iii) (Business Automobile Liability), which are scheduled as primary.

(v) Pollution/Environmental Liability insurance with a limit of Two Million ($2,000,000) Dollars each occurrence where the work involves or includes Grantee handling, transporting, disposing or performing work or operations with hazardous substances, contaminates, waste, toxic materials or any potential pollutants. Grantee may satisfy Pollution Liability insurance under the Commercial General Liability insurance.

If any insurance is provided on a claims-made basis, Grantee shall maintain continuous coverage during construction of the additional pipeline, facilities or improvements authorized above and in addition to the coverage requirements above, such policy shall provide that: (i) policy retroactive date coincides with or precedes the insured's initial work under this Agreement (including subsequent policies purchased as renewals or replacements; (ii) policy allows for reporting of circumstances or incidents that might give rise to future claims; (iii) Grantee shall maintain similar insurance for at least two (2) years following work completion, including the requirement of adding Grantor as an additional insured; and (iv) if insurance is terminated for any reason, Grantee agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

All above-mentioned policies shall provide the following: be primary to any other insurance or self-insurance carried by Grantor; contain standard cross-liability provisions, where applicable; and provide for a waiver of all rights of subrogation against Grantor by Grantee and its insurers. All above-mentioned insurance policies, with the exception of workers' compensation, shall include Grantor and its respective successors and assigns as additional insureds.

Prior to the start of construction of the additional pipeline, facilities or improvements authorized above, Grantee shall deliver to Grantor evidence of the required insurance in the form of Certificates of Insurance. The Certificates of Insurance and the insurance policies required by this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until prior written notice has been given to Grantor per the terms of the policy(ies). Grantee shall notify Grantor of any reduction of coverage limits in any of the insurance policies providing the required insurance under this Agreement but shall be obligated to retain or obtain new policies which meet these coverage limits.

All insurance required under this Agreement shall have ratings of A-/VII or better in the Best's Key Rating Insurance Guide, or equivalent if not rated by A.M. Best, as of the date of the certificates evidencing such required insurance. Failure to obtain and maintain the insurance required under this Agreement shall constitute a material breach of this Agreement and Grantee will be liable for any and all costs, liabilities and damages (including attorneys' fees, court costs and settlement expenses) resulting to Grantor from such breach. The required liability insurance can be met under a primary or an excess policy or any combination thereof.

Except as herein modified and amended, the Original Agreement is hereby ratified and confirmed in all respects.

It is agreed that the Original Agreement and this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

It is further agreed that if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein.

It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands this 11th day of September, 2018.

ATTEST / WITNESS:

Theresa A Farbaniec

Theresa Farbaniec
Municipal Clerk

BOROUGH OF SAYREVILLE

By: _____
Kennedy O'Brien
Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

On this 11th day of September, 2018, before me a Notary Public of the State of New Jersey, the undersigned, personally appeared Kennedy O'Brien, who acknowledged himself to be the Mayor of the Borough of Sayreville, the municipality named in this instrument, and that he as Mayor, being authorized to do so by a proper resolution of its municipal governing body, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan Marie Kemble
Notary Public

Joan Marie Kemble
Printed Name

My Commission Expires

Joan Marie Kemble
Notary Public
New Jersey
My Commission Expires July 17, 2023
No. 2375739

After recording please return to:
Williams - Transco Pipeline
99 Farber Road
Princeton, New Jersey 08540

Cullen | Dykman

HERBERT B. BENNETT
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January 21, 2020

Joslin C. Tamagno, Environmental Supervisor
Bureau of Urban Growth and Redevelopment
NJDEP Division of Land Use Regulation
Department of Environmental Protection
Division of Land Use Regulation
501 E. State Street, Second Floor
Trenton, New Jersey 08609

Terry Turpin, Director of the Office of Energy Projects
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

RE: Transcontinental Gas Pipe Line Company LLC
Northeast Supply Enhancement Project
Access Road to Compressor Station 206
Block 5.02, Lot 26.01 ("the Higgins property")
Franklin Township, Somerset County, New Jersey
FERC Docket No. CP17-101-000

Dear Ms. Tamagno & Mr. Turpin:

I represent Julie and Clifford Higgins (the Higgins) with regard to the above-referenced matter. I understand that Transcontinental Gas Pipe Line Company, LLC (Transco) will be submitting applications to the Federal Energy Regulatory Commission (FERC) and to the New Jersey Department of Environmental Protection (NJDEP) for authorization to use an access road across the Higgins property in connection with Transco's proposed Northeast Supply Enhancement Project (Project). A portion of the road will be located within the footprint of the existing access road utilized by the United States Environmental Protection Agency and then will be extended to reach Transco's compressor station site.

This letter serves as confirmation that the Higgins have given their consent for Transco to apply for the necessary FERC and NJDEP approvals as to the proposed access road on the Higgins property, and to construct the proposed access road on said property if and when approved by all applicable regulatory agencies. The Higgins also give their consent for access to the site by representatives or agents of FERC and NJDEP for the purpose of conducting a site inspection(s) or survey(s) of the Higgins property.

Very truly yours,
CULLEN AND DYKMAN LLP

Herbert B. Bennett

HBB/

ATTACHMENT FOR ITEM #4 OF DLUR FORM
BLOCK & LOT AND WATERSHED INFORMATION

Block and Lot Information

Compressor Station 206 – Franklin Township, Somerset County, NJ
Block 5.02: Lot 25 (Compressor Station 206 Site)
Lot 20 (formerly lot 23) (Transco Pipeline Tie-in)
Lot 26.01 (Higgins Farm access road)

Madison Loop – Old Bridge Township, Middlesex County, NJ
Block 1051: Lot 4
Block 4185: Lots 4.11, 9.11, 9.15, 10, 11, 12.11, 12.12, 28.11, & 28.12
Block 5000: Lots 4, 18, & 23
Block 5001: Lots 13.14, 13.16, 13.17, & 13.18
Block 6302: Lots 2.10, 2.13, & 2.14

Madison Loop & Raritan Bay Loop (Onshore) – Sayreville Borough, Middlesex County, NJ
Block 449: Lots 10.03, 10.11, 10.12, 10.13, 10.14, 10.100, 10.101, 12, & 13.01
Block 449.07: Lot 3.01
Block 449.08 Lot 103
Block 451: Lot 1.08, 1.09 & 1.10
Block 454: Lot 1
Block 505.01 Lots 1, 3 & 4
Block 538: Lots 9.02 & 13
Block 539: Lots 96-111 & 201
Block 540: Lots 90-94
Block 541: Lots 8-19, & 64-70
Block 553: Lot 1

Watershed Information

Compressor Site 206 – Franklin Township, Somerset County, NJ

Watershed: Delaware and Raritan Canal
Subwatershed: Delaware and Raritan Canal
Nearest Waterway: Delaware and Raritan Canal
Watershed Management Area: #10 – Millstone

Watershed: Millstone River (below/incl Carnegie Lk)
Subwatershed: Heathcote Brook
Nearest Waterway: Carters Brook
Watershed Management Area: #10 – Millstone

Madison Loop & Raritan Bay Loop (Onshore) – Old Bridge Township and Sayreville Borough, Middlesex County, NJ

Watershed: Raritan River Lower (below Lawrence)
Subwatershed: Tennent Brook (below 74d 19m 05s)
Nearest Waterway: Tennent Brook
Watershed Management Area: #9 – Lower Raritan, South River, and Lawrence

Watershed: Raritan/Sandy Hook Bay tributaries
Subwatershed: Cheesequake Creek/Whale Creek
Nearest Waterway: Cheesequake Creek
Watershed Management Area: #12 – Monmouth

ATTACHMENT FOR ITEM #5 OF DLUR FORM
DETAILED PROJECT DESCRIPTION

Project Description

Transcontinental Gas Pipe Line Company, LLC (Transco), a subsidiary of Williams Partners L.P. (Williams), is proposing to expand its existing interstate natural gas pipeline system in Pennsylvania and New Jersey and its existing offshore natural gas pipeline system in New Jersey and New York waters. The Project capacity is fully subscribed by two entities of National Grid: Brooklyn Union Gas Company (d/b/a [doing business as] National Grid NY) and KeySpan Gas East Corporation (d/b/a National Grid), collectively referred to herein as "National Grid."

To provide the incremental 400,000 dekatherms per day (Dth/d) of capacity, Transco plans to expand portions of its system from the existing Compressor Station 195 in York County, Pennsylvania, to the Rockaway Transfer Point in New York State waters. As defined in executed precedent agreements with National Grid, the Rockaway Transfer Point is the interconnection point between Transco's existing Lower New York Bay Lateral (LNYBL) and existing offshore Rockaway Delivery Lateral (RDL).

Transco is submitting this application for the construction of the onshore facilities known as Madison Loop and Raritan Bay Loop in Old Bridge Township and Sayreville Borough, Middlesex County and the new Compressor Station 206 in Franklin Township, Somerset County, New Jersey. A description of the Project facilities is provided below. Note that the mileposts (MPs) provided below for the onshore pipeline facilities correspond to the existing Transco Mainline and LNYBL (also referred to as Lower Bay Loop C). The offshore pipeline facility MPs are unique to the Raritan Bay Loop. The starting MP for the Raritan Bay Loop corresponds to MP12.00 of the LNYBL, and the end MP corresponds to the Rockaway Transfer Point.

Transco anticipates that construction of the Project will begin in the 4th quarter of 2020 to meet an in-service date in the 4th quarter of 2021.

Onshore Pipeline Facilities

Quarryville Loop

- 10.17 miles of 42-inch-diameter pipeline from MP1681.00 near Compressor Station 195 to MP1691.17 co-located with the Transco Mainline in Drumore, East Drumore, and Eden Townships, Lancaster County, Pennsylvania. Once in service, the Quarryville Loop will be referred to as Mainline D.

Madison Loop

- 3.43 miles of 26-inch-diameter pipeline from Compressor Station 207 at MP8.57 to MP12.00 southwest of the Morgan meter and regulating (M&R) Station on the LNYBL Loop C in Old Bridge Township and the Borough of Sayreville, Middlesex County, New Jersey. Once in service, the Madison Loop will be referred to as LNYBL Loop F.

Raritan Bay Loop

- 0.16 mile of 26-inch-diameter pipeline from MP12.00 west-southwest of the Morgan M&R Station to the Sayreville shoreline at MP12.16. Additionally, a cathodic protection (CP) power cable will be installed from a rectifier located at the existing Transco Morgan M&R Station near MP12.10 and extending to a connecting point on the proposed 26-inch-diameter pipeline at MP12.00. The approximately 545-foot-long power cable will be installed by horizontal directional drill (HDD).

Offshore Pipeline Facilities

Raritan Bay Loop

- 23.33 miles of 26-inch-diameter pipeline from MP12.16 at the Sayreville shoreline in Middlesex County, New Jersey, to MP35.49 at the Rockaway Transfer Point in the Lower New York Bay, New York, south of the Rockaway Peninsula in Queens County, New York. Additionally, a 1,831-foot-long CP power cable will be installed via HDD from a rectifier at the existing Transco Morgan M&R Station near MP12.10 to an offshore anode sled located approximately 1,200 feet north of MP12.32. Once in service, the Raritan Bay Loop will be referred to as LNYBL Loop F.

Aboveground Facilities

New Compressor Station 206

- Construction of a new 32,000 ISO (International Organization for Standardization) horsepower (hp) compressor station and related ancillary equipment in Franklin Township, Somerset County, New Jersey, with two Solar Mars® 100 (or equivalent) natural gas-fired, turbine-driven compressors.

Modifications to Existing Compressor Station 200

- Addition of one electric motor-driven compressor (21,902 hp) and related ancillary equipment to Transco's existing Compressor Station 200 in East Whiteland Township, Chester County, Pennsylvania.

Modifications to Existing Mainline Valve Facilities

- Existing Valve Site 195-5 – Installation of a new mainline valve, launcher/receiver and tie-in facilities at the start of the Quarryville Loop in Pennsylvania (MP1681.00).
- Existing Valve Site 195-10 – Installation of a new mainline valve, launcher/receiver, and tie-in facilities at the end of the Quarryville Loop in Pennsylvania (MP1691.17).
- Existing Valve Site 200-55 – Installation of a new mainline valve, launcher/receiver, and tie-in facilities at the start of the Madison Loop in New Jersey (MP8.57).

New Mainline Valve Facilities

- Proposed Valve Site 195-8 – Installation of a new intermediate mainline valve for the Quarryville Loop in Pennsylvania (MP1687.86).
- Proposed Valve Site 200-59 – Installation of a new mainline (isolation) valve for the Madison Loop in New Jersey (MP11.90).

Access Roads

Transco will use existing roads and construct new roads to access Project workspaces. Transco will construct temporary access roads as part of the construction phase of the Project and will then restore temporary access roads to pre-construction conditions following Project completion. Transco will maintain new permanent access roads for use when operating the Project.

Additional Temporary Workspace (ATWS)

Typically, pipeline construction requires ATWS areas at road crossings, wetlands, waterbodies, agricultural land locations, and in areas where specialized construction techniques are required, such as on steep slopes. The configurations and sizes of ATWS areas are site-specific and vary in accordance with the construction method, crossing type, and other construction needs.

Purpose and Need

Transco proposes to construct, install, and operate the Project facilities "to provide 400,000 dekatherms per day (Dth/d) of incremental firm natural gas transportation services to Brooklyn Union Gas Company and KeySpan Gas East Corporation (collectively referred to as National Grid) in order to serve National Grid's residential and commercial customers in the New York City area." (Federal Energy Regulatory Commission [FERC] accession #20190125-3001), p. 1-3. National Grid is a regulated entity that is obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request. In order to meet that obligation, National Grid has reported that it identified the need for incremental gas transportation capacity to serve load growth in the boroughs of Brooklyn, Queens and Staten Island in New York City, as well Nassau and Suffolk Counties on Long Island. To support this growth, National Grid entered into an agreement with Transco to construct the NESE Project in order to enhance reliability of service to existing customers, as well as to satisfy growing demand for natural gas in its downstate New York service territory.

In 2017, the New York Independent System Operator forecasted that additional natural gas pipeline capacity would be needed in New York City due to increased population growth and the closure of two Indian Point nuclear power plants. Resource Report 1 p. 25 (FERC accession #20170907-5176), citing the 2017 Electricity Outlook: Powering New York City's Future. National Grid has stated that the Rockaway Transfer Point is the only delivery point that could serve their projected load growth and enhance reliability in its downstate service territories. National Grid 3/14/19 Letter to the New York State Department of Environmental Conservation (NYSDEC); Final Environmental Impact Statement (EIS), Appendix M, p. M-117. In March 2019, National Grid warned that during the 2018-19 winter season its infrastructure was again "put to the test," as its gas system was called on to deliver unprecedented volumes of gas to millions of customers. National Grid 3/14/19 Letter to NYSDEC. According to National Grid, most of its nearly two million customers in Nassau and Suffolk counties and in Brooklyn, Queens, and Staten Island, are residential customers that rely on natural gas for critical basic needs including heating, cooking, and hot water. National Grid 4/2/19 Letter to FERC (FERC accession #20190402-5186).

National Grid has entered into 15-year contracts for 100% of the capacity that will be created by the Project. According to National Grid, the Project, together with the existing RDL, will serve

almost 40% of National Grid's peak day requirements in downstate New York and is necessary to satisfy growing demand. National Grid 3/14/19 Letter to NYSDEC. The Project will also improve system reliability by providing a needed supply path and maintaining supply in the event of a loss of service or maintenance repairs to the existing lateral, which is the only pipeline that currently serves the Rockaway and Long Beach delivery points. Final EIS, p. 1-3; National Grid 3/14/19 Letter to NYSDEC.

The Project will enhance the reliability of the local, state, and regional natural gas supply system and is designed to improve public health and enhance the environment by improving existing air quality, replacing less environmentally friendly fuels such as heating oil, and integrating an impact avoidance and minimization premise into all Project component siting and design while mitigating any remaining impacts to the surrounding environment. The existing Transco system delivers one half of the natural gas consumed in the Garden State and the Project improves the reliability/resiliency of the system in New Jersey, and therefore benefits local residents and businesses. The system has reliably served New Jersey since 1951 providing fuel to heat and cool homes, cook food, and address other basic public needs.

Although the capacity is fully subscribed to serve peak day requirements in downstate New York, the Project will provide an important benefit to natural gas shippers and consumers in New Jersey:

- The New Jersey facilities will provide redundancy during planned and unplanned maintenance activities on Transco's natural gas infrastructure within the State.
    - The Project is designed to provide 400,000 Dth/d under peak conditions, however, shippers (especially local distribution company type shippers) do not typically require their full contractual volume except during an abbreviated time period during extreme weather conditions. Under normal conditions, the facilities constructed as part of the Project will enable Transco to manage maintenance outages and repairs; thus, minimizing impacts or interruption to all shippers on the system, especially those in New Jersey.
- In the event that the permits for the Project are denied and the Project is not constructed the anticipated increase in the average deliveries off of the Transco system could result in material degradation of delivery pressures at existing delivery points and challenges associated with delivering existing firm shipper entitlements in New Jersey.
    - Without the Project, utility providers would continue signing up customers to their service territory because they are obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request.
    - This could, in turn, result in an increase in the normal load from the interstate pipeline transmission grid, resulting in an overall increase in average deliveries off of the Transco pipeline system in New Jersey.
    - An increase in the average load would lead to operational challenges related to the scheduling of maintenance activities and a greater chance of impacts to all shippers in the northeast region, including those in New Jersey.
    - As noted in Transco's Alternatives Analysis for the Project (see Appendix A), the purpose of the new Compressor Station 206 is to offset the pressure drop associated with transporting the additional volume of natural gas flowing through the pipeline

Project Benefits

The Project has economic benefits to the State and local communities. Transco's formal economic impact study concludes that the Project would:

- Generate approximately $240 million in additional economic activity (GDP) in New Jersey,
- Support more than 2,400 local New Jersey jobs and 3,186 regional jobs during the project construction period. Generating approximately $172 million in potential income for New Jersey workers,
- Add $418,300 in local tax revenues in Somerset County and $16 million total in new local and state tax revenue,
- Have minimal impact on surrounding neighbors and the environment. In its proposed location the facilities will be largely out of sight, with virtually zero impact on noise or air quality.

FERC analyzed these economic impacts of the Project and concluded in the FEIS that the Project would have beneficial economic effects on state and local economies. FERC specifically found that the Project will create "a short-term stimulus to the affected areas through payroll expenditures, local purchases of consumables and project-specific materials, and sales tax" and that "operation of the Project would result in long-term property tax and submerged land easement fee benefits in the counties and localities in New Jersey and New York in the Project area." Final EIS, p. 4-278.

In addition, the Project will result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206, a significant health and safety benefit to the surrounding area in New Jersey:

- According to National Grid, the conversions that will occur as a result of the Project will displace 900,000 barrels of oil per year and reduce CO_2 emissions by more than 200,000 tons per year. This is the equivalent of removing 500,000 cars from the road. National Grid 3/14/19 Letter to NYSDEC. Specifically, the project will displace the use of No. 4 fuel oil in New York City and Long Island, significantly reducing ozone precursors of nitrogen oxides (NOx), sulfur dioxide (SO_2), and particulate matter (PM). Reducing emissions of these compounds will improve air quality within the Northern New Jersey-New York-Connecticut air quality control region. These emissions reductions and associated public health benefits will be shared across this airshed.
- In addition, assuming the Project is constructed, Transco has committed to implement long term emission reduction projects to more than offset short term construction emissions in Northern New Jersey by providing grants and financial assistance for the purchase of new and more fuel-efficient trucks to eligible owners of existing drayage trucks that transport goods at the New Jersey ports, and additionally to provide financial assistance to New Jersey Transit in order that it may retrofit locomotive engines or electrify its buses. Transco will commit to replacing up to 450 of the worst emitting drayage trucks around the Port of Newark and replacing them with 2014 or newer models that are virtually zero emissions. The truck replacement program will result in a potential

NOx reduction of more than 121 tons annually- a tremendous step forward for Newark and other communities impacted by port emissions. Transco will also commit to upgrade and/or modify for increased efficiency up to 33 of NJ Transit's worst polluting diesel engines and replacing them with vastly cleaner EPA certified Tier 3 engines – resulting in a potential NOx reduction of 1,282 tons annually. A capital investment of millions of dollars, these long-term emissions reduction projects will reduce diesel-related emissions in the immediate region of the Project and will more than offset the air emissions associated with construction and operation of the Project, improving local air quality and benefitting public health. In fact, these voluntary long-term emissions reduction projects, coupled with Transco's retiring of Emission Reduction Credits, would result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206.

Construction Schedule

Transco proposes construction and restoration activities for the Project from fall 2020 through spring 2022. The Project has an anticipated 4th quarter 2021 in-service date. Transco's planned work schedule typically is 6 days per week (Monday through Saturday) from 7:00 a.m. to 7:00 p.m. for all onshore construction activities, excluding HDD drill operations, which will continue for 24 hours per day until completion of the HDDs. For offshore construction activities, Transco's planned work schedule will typically be 24 hours per day, 7 days per week. The proposed construction schedule for the New Jersey portions of the Madison Loop and Compressor Station 206 phases of the Project is summarized in the following table. A summary of HDD activities for the Madison Loop and onshore portions of the Raritan Bay Loop is also presented below.

Construction Restoration Schedule

Task	Start Date	Completion Date[a]
Madison Loop		
HDD Pipeline (Parkwood Village HDD)[b]	Q2 2021	Q2 2021
HDD Pipeline (Cheesequake Road HDD)[b]	Q2 2021	Q2 2021
HDD Pipeline (Lockwood Marina HDD)[b]	Q1 2021	Q2 2021
Conventional Construction Section	Q2 2021	Q4 2021
Loop Restoration	Q2 2021	Q4 2021
Compressor Station 206		
Construction	Q4 2020	Q4 2021
Restoration	Q3 2021	Q2 2022

NOTES:

[a] Dates are as of January 2020.

[b] Each onshore HDD will take approximately 3 to 4 weeks to complete and are expected to occur in Q1 and Q2 2021.

KEY:

HDD = Horizontal directional drill

Q = Yearly quarter

Summary of HDD Activities

HDD	Purpose of HDD	Approximate Diameter of Bore Hole (inches)	Length (feet)	Entry Pit MP	Exit Pit MP	Approximate Duration of Drilling (days/weeks)	Approximate Timeframe for Drilling (quarter/year)
New Jersey							
Madison Loop							
Cheesequake Road HDD	Avoids impacts to stream/wetland complex along the ROW	38 – 44 inches	1,900	9.28	8.92	Approximately 21 days/4 weeks	Q1 2021 – Q2 2021
Parkwood Village HDD	Avoids impacts to residential area	38 – 44 inches	2,300	9.86	9.43	Approximately 25 days/4 weeks	Q1 2021 – Q2 2021
Lockwood Marina HDD	Minimized impacts to Cheesequake Creek and Marina	38 – 44 inches	1,785	11.49	11.84	Approximately 20 days/3 weeks	Q1 2021 – Q2 2021
Raritan Bay Loop (Onshore Only)							
Short CP Power Cable HDD	Avoids impacts on the New Jersey Route 35	6 inches	545	12.10	12.00	Approximately 1 week	Q3 2021 or after completion of Morgan Shore Approach HDD
Raritan Bay Loop (Onshore to Offshore)							
Morgan Shore Approach HDD	Avoids impacts on New Jersey Transit commuter railroad, roads, nearshore residential communities, and impacts on the shoreline	38 – 44 inches	2,650	12.00	12.50	Approximately 47 days/approximately 7 weeks	Q2 2021 – Q3 2021
Long CP Power Cable HDD (onshore to water)	Avoids impacts on the New Jersey Transit commuter railroad, roads, and impacts on cultural resources and the shoreline	6 inches	1,831	12.10	A point 1,200 feet north of MP12.32	Approximately 1 to 2 weeks	Q3 2021 or after completion of Morgan Shore Approach HDD
Raritan Bay Loop (Offshore to Offshore)							
Ambrose Channel HDD	Avoids the primary navigation channel and heavy vessel traffic into and out of the New York Harbor.	38 – 44 inches	4,643	30.40	29.52	Approximately 34 days/ approximately 5 weeks	Q2 2021 – Q3 2021

IMPACTS TO WETLANDS, TRANSITION AREAS, AND STATE OPEN WATERS

Impacts to freshwater wetlands, wetland transition areas, and State open waters will result from implementation of the proposed Project and this document serves as the application and environmental report that presents the information necessary to obtain authorization for these impacts under a New Jersey Freshwater Wetlands Individual Permit (IP).

Impacts to areas regulated under the New Jersey Freshwater Wetlands Protection Act Rules will result at the Compressor Station 206 site in Franklin Township, Somerset County, New Jersey for activities related to tying the facility into the existing Transco pipeline in this area. Transco notes that it has undertaken a number of facility design refinements to avoid impacts to regulated features within the footprint of the onsite facility and access road as described below in Section 4. Impacts to regulated areas will also result along the Madison Loop portion of the Project in Old Bridge Township and Sayreville Borough, Middlesex County, NJ for the installation of the 26-inch-diameter loop pipe and ancillary activities including ATWS areas and access roads. There are no impacts to areas regulated under the NJ Freshwater Wetlands Protection Act for the onshore portion of the Raritan Bay Loop located in Sayreville Borough, Middlesex County, New Jersey.

The following table details the impacts to regulated areas (i.e. freshwater wetlands, transition areas, and State open waters) by proposed element of the Project. Detailed breakdowns by vegetation communities are contained in the Wetland Utility Crossing Tabulation tables on Wetland Permit Plan Sheets 3 through 16 of the NJDEP Land Use Permit Plan set submitted in conjunction with this application document.

PERMANENT AND TEMPORARY IMPACTS TO FRESHWATER WETLANDS, TRANSITION AREAS AND STATE OPEN WATERS					
COMPRESSOR STATION 206					
Permanent Disturbance (Acres)			**Temporary Disturbance (Acres)**		
Wetland	Transition Area	State Open Water	Wetland	Transition Area	State Open Water
0.852	0.487	-	0.149	0.449	-
MADISON LOOP					
Permanent Disturbance (Acres)			**Temporary Disturbance (Acres)**		
Wetland	Transition Area	State Open Water	Wetland	Transition Area	State Open Water
0.327	1.143	-	1.987	4.039	0.157
TOTAL IMPACTS					
Permanent Disturbance (Acres)			**Temporary Disturbance (Acres)**		
Wetland	Transition Area	State Open Water	Wetland	Transition Area	State Open Water
1.179	1.63	-	2.136	4.488	0.157

SECTION 3

DESCRIPTION OF FRESHWATER WETLANDS, SPECIAL AQUATIC SITES, ETC. THAT MAY REQUIRE SPECIAL PROTECTION/PRESERVATION

1. Freshwater Wetlands

For information on wetlands identified and delineated within the limits for the proposed Project, please refer to the Supplemental Wetland Delineation Report for the Northeast Supply Enhancement Project in Middlesex and Somerset Counties, New Jersey, as prepared by Ecology and Environment, Inc. of Lancaster, NY, dated October 2019, and provided with this application submission. This report and supplemental details the vegetation, soils, and hydrology identified during the delineation of wetlands performed within the limits of the proposed Project. Wetlands are discussed further under Section 3 below.

Madison Loop

The Madison Loop facilities will cross 18 wetlands. Of these wetlands, nine are classified as palustrine emergent (PEM); one is classified as palustrine scrub-shrub (PSS)/PEM; and two are classified as E2EM wetlands due to their estuarine and intertidal location. Palustrine forested (PFO) wetlands account for two of the wetlands crossed by the Madison Loop. Additionally, two wetlands were classified as PFO/PEM; one was classified as a PFO/PSS/PEM wetland; and one was classified as an estuarine intertidal emergent (E2EM)/PEM wetland.

Herbaceous species common in Madison Loop PEM wetlands include redtop, sedges (*Carex spp.*), Pennsylvania smartweed (*Polygonum pensylvanica*), arrowleaf tearthumb (*Persicaria sagittata*), canary reed grass, and common reed (*Phragmites australis*). Within Madison Loop PSS wetlands, the representative species include spotted jewelweed, Japanese stilt-weed, spicebush, and arrowwood. Within Madison Loop PFO wetlands, the representative species include red maple, sweetgum (*Liquidambar styraciflua*), and blackgum (*Nyssa sylvatica*). Within Madison Loop E2EM wetlands, the representative species include switchgrass (*Panicum virgatum*) and common reed.

The Freshwater Wetlands Protection Act (FWPA) classifications of freshwater wetlands crossed by the pipeline in New Jersey are identified in Table 3-1 below. In total, two wetlands to be crossed are considered either "exceptional" resource value (W-T07-004) or a combination of "intermediate/exceptional" resource value (W-T01-017) because they are located within, or partially within, habitat documented to contain threatened or endangered species; of these, W-T01-017 is entirely located within an area where HDD construction will occur and the other (W-T07-004) is partially located within the HDD construction area; the area of these two wetlands located in the HDD area will not be impacted by the Project. Four wetlands have been identified as "ordinary" resource value, and 12 have been identified as "intermediate" resource value wetlands (W-01-010 is entirely within the HDD area).

Table 3-1
Freshwater Wetlands Protection Act Classification of Wetlands Crossed by Project Facilities in New Jersey

Wetland ID	Milepost	Wetland Type	FWPA Classification
Madison Loop			
W-T01-008	8.61	PEM	Intermediate
W-T01-006	8.70	PEM	Ordinary
W-T01-007	8.71	PEM	Intermediate
W-T15-001	8.73	PEM	Intermediate
W-T01-003	8.76	PEM/PFO	Intermediate
W-T01-009	8.90	PEM	Intermediate
W-T15-003[b]	9.21	PEM/PFO	Intermediate
W-T15-002	9.32	PEM	Ordinary
W-T15-004	10.05	PFO	Intermediate
W-T01-014	10.08	PEM/PSS/PFO	Intermediate
W-T01-015	10.17	PEM	Ordinary
W-T01-012	10.68	E2EM	Intermediate
W-T01-011	10.75	PEM	Intermediate
W-T07-002	10.94	PEM	Ordinary
W-T07-003	11.35	PEM/PSS	Intermediate
W-T07-004[a]	11.45	E2EM	Exceptional
W-T01-017[b, c]	11.77	PEM/E2EM	Intermediate/Exceptional
Madison Loop HDD (foot traffic only, no regulated disturbances)			
W-T01-010	8.96	PFO	Intermediate
W-T15-003[b]	9.21	PEM/PFO	Intermediate
W-T07-004[a]	11.46	E2EM	Exceptional
W-T01-017[b, c]	11.77	PEM/E2EM	Intermediate/Exceptional
Compressor Station 206			
W-T09-001	N/A	PEM/PFO	Intermediate/Exceptional
Raritan Bay Loop			
N/A	N/A	N/A	N/A

[a] Wetland crossed by both open-cut and HDD.

[b] Wetland crossed by both additional temporary workspace and HDD.

Key:

HDD = Horizontal directional drill
E2EM = Estuarine intertidal emergent
N/A = Not applicable
PEM = Palustrine emergent
PFO = Palustrine forested
PSS = Palustrine scrub-shrub
FWPA = Freshwater Wetlands Protection Act

Compressor Station 206

The proposed site of Compressor Station 206 contains one wetland that is classified as a palustrine wetland (W-T09-001). Wetland W-T09-001 is classified as a PEM/PFO. Wetland W-T09-001 is within the Compressor Station tie-in workspace. Wetland W-T09-001 is considered "intermediate/exceptional" resource value wetland because it includes areas with habitat documented to contain a threatened species as well as portions considered to be of intermediate value that do not contain suitable threatened species habitat.

Herbaceous species common in PEM wetlands include redtop, sedges (*Carex spp.*), Pennsylvania smartweed (*Polygonum pensylvanica*), arrowleaf tearthumb (*Persicaria sagittata*), canary reed grass, and common reed (*Phragmites australis*). Within PFO wetlands, the representative species include red maple, sweetgum (*Liquidambar styraciflua*), and blackgum (*Nyssa sylvatica*) in the canopy and sapling layers.

A New Jersey Natural Heritage Program (NHP) database letter for the Compressor Station 206 site, dated June 23, 2017 (letter attached under Appendix E) identified vernal pool locations adjacent to the Compressor Station 206 site and 1,000-ft dispersal areas from these vernal pools that extend into the limits of disturbance for Compressor Station 206. Wetlands that are contained within the dispersal areas from the potential vernal pools may be subject to special protection by the NJDEP. Transco did not identify vernal pools within the delineated wetlands during field survey, and NJDEP staff concurred with this assessment during the site inspection on October 26, 2017. Transco confirmed using the NJ NHD Landscape Project mapping portal version 3.3 that no changes to vernal pool habitat data within the NHP database have occurred in the project area since receipt of the aforementioned letter.

Concurrent with this submittal, Transco has submitted a request to the NHP requesting information on the potential presence of threatened and endangered species and their habitats near workspaces associated with the Higgins Farm access road located on property identified as Block 5.02 Lot 26.01 in the Township of Franklin. Transco will provide the DLUR with a copy of the New Jersey NHP response upon its receipt. Based on the proximity of the Higgins Farm access road to the Compressor Station 206 facility and Trap Rock access road, Transco anticipates similar results from the NHP request for the Higgins Farm access road.

Raritan Bay Loop

No wetlands have been identified within the onshore portion of the Raritan Bay Loop.

2. Vegetative Communities

Wetlands delineated in the Project area were classified according to Cowardin et al. (1979) as described in the Supplemental Wetland Delineation Report as referenced above. Wetlands identified and delineated within the Project limits were classified as PFO, PEM, PSS, and estuarine emergent (EEM) and typical vegetation as found in these wetlands is described above in the "Wetlands" section and also within the referenced Wetland Delineation Report and Supplemental Information as prepared for the Project.

3. Special Aquatic Sites

The definition of Special Aquatic Sites is provided at subpart E of the 404(b)1 guidelines (40 CFR 230 et seq.). Special Aquatic Sites include sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs and riffle and pool complexes. Areas of wetland are proposed for impact by the considered Project. As indicated above, wetlands as delineated within the Project limits of disturbance are detailed within the Supplemental Wetland Delineation Report for the Northeast Supply Enhancement Project in Middlesex and Somerset Counties, New Jersey, as prepared by Ecology and Environment, Inc. dated October 2019 provided with this application submission (see Appendix H).

The discharge of dredged or fill material in wetlands is likely to damage or destroy habitat and adversely affect the biological productivity of wetlands ecosystems by smothering, dewatering, permanently flooding, or by altering substrate elevation or periodicity of water movement. The addition of dredged or fill material may destroy wetland vegetation or result in advancement of succession to dry land species. It may reduce or eliminate nutrient exchange by a reduction of the system's productivity, or by altering current patterns and velocities. Disruption or elimination of the wetland system can degrade water quality by obstructing circulation patterns that flush large expanses of wetland systems, by interfering with the filtration function of wetlands, or by changing the aquifer recharge capability of a wetland. Discharges can also change the wetland habitat value for fish and wildlife species dependent on these areas. When disruptions in flow and circulation patterns occur, apparently minor loss of wetland acreage may result in major losses through secondary impacts. Discharging fill material in wetlands as part of development may modify the capacity of wetlands to retain and store floodwaters and to serve as a buffer zone shielding upland areas from wave actions, storm damage and erosion.

Areas of wetland, wetland transition areas and State open waters will be disturbed through implementation of the proposed Project. Disturbances to wetlands and wetland transition areas include both temporary and permanent impacts; areas of State open water will only be subject to temporary impact under the current Project proposal. Impacts to these regulated areas have been avoided and/or minimized to the degree practicable to allow for the successful construction of the proposed Project. Implementation of best management practices (BMPs) such as soil erosion and sediment control measures and the timely restoration of vegetated area following construction activities are anticipated to reduce the potential for significant short- or long-term adverse impacts resulting from the Project.

4. Public Use Areas

The proposed Project will be confined easement areas controlled by Transco. Transco proposes to use a portion of the Higgins Farm access road that is currently utilized by the U.S. Environmental Protection Agency (EPA) to reach its groundwater monitoring facilities. Transco would extend the existing access road to reach Transco-owned property on which Compressor Station 206 would be constructed and operated. However, it is anticipated that no public use areas will be impacted by the proposed Project.

5. Wildlife Refuge Areas

There are no wildlife refuge areas within the limits of the proposed Project.

6. Potable Water Intakes

Community Well Head Protection Areas have been identified by NJ GeoWeb mapping in the eastern portion of the Madison Loop from MP10.84 to 11.89, as presented in Table 3-2 below. It is anticipated that implementation of BMPs and proper measures for installation of the proposed Madison Loop pipeline will eliminate the potential for any impacts to Community Well Head Protection Areas as a result of Project construction.

Table 3-2
Wellhead Protection Areas Crossed by Project Workspaces

Zone / Tier	MP Begin	MP End	MP Begin	MP End	Linear Feet[a]	Area Impacted (acres)		
						Temporary	Permanent	Total Area
New Jersey								
Madison Loop								
1	11.30	11.67	N/A	N/A	1,938	14.24	0.53	14.77
2	11.09	11.30	11.67	11.83	1,966			
3	10.84	11.09	11.83	11.89	1,659			

[a] Length of centerline crossing wellhead protection areas
Key:
MP = Milepost
N/A = Not available

Based on publicly available New Jersey Surface Water Supply spatial data files, there are three public water supply surface water intakes with source water protection areas that are within the vicinity of the Project, described in Table 3-3 below. Surface water intakes that are downstream of the Project may be susceptible to increased turbidity and contamination in the event of equipment fuel spills during the construction and post-construction restoration phases of the Project. However, implementation of BMPs and soil erosion and sediment control measures will minimize the potential for turbidity and other contaminants to impact these surface water intakes.

Table 3-3
Source Water Protection Areas within 0.25 Mile of the Project

Surface Water Intake PWSID	Operator	County	Surface Water Source(s)	Source Water Protection Area Distance from Project
1216001	Middlesex Water Company	Middlesex	Middle Potomac Raritan-Magothy aquifer, Upper Potomac-Raritan-Magothy aquifer	0 feet (overlaps with Project)
1219001	Sayreville Water Department	Middlesex	Middle Potomac-Raritan-Magothy aquifer, Sayreville Lagoon, South River, Upper Potomac-Raritan-Magothy aquifer	< 0.25 miles

Table 3-3
Source Water Protection Areas within 0.25 Mile of the Project

Surface Water Intake PWSID	Operator	County	Surface Water Source(s)	Source Water Protection Area Distance from Project
2004002	New Jersey American Water Company	Somerset	Millstone River, Upper Potomac-Raritan-Magothy aquifer, Raritan River, Middle Potomac-Raritan-Magothy aquifer, igneous and metamorphic rocks, glacial sand and gravel, Delaware & Raritan Canal, Brunswick aquifer, Stockton Formation	< 150 feet (overlaps with Project)

Key:
PWSID = Public water system identification number

SECTION 4

STANDARD REQUIREMENTS FOR ALL INDIVIDUAL PERMITS (N.J.A.C. 7:7A-10.2)

The following is a description of how the proposed Project will comply with the standard requirements for all individual permits:

N.J.A.C. 7:7A-10.2(b) The Department shall issue an individual freshwater wetlands or open water fill permit only if the regulated activity:

1. Has no practicable alternative which would meet the requirements at (b)1i and ii below:

i. The alternative would have a less adverse impact on the aquatic ecosystem or would not involve a freshwater wetland or State open water; and

ii. The alternative would not have other significant adverse environmental consequences, that is, it shall not merely substitute other significant environmental consequences for those attendant on the original proposal.

Please refer to the New Jersey Alternatives Analysis for the Northeast Supply Enhancement Project which describes the robust site selection process Transco undertook to identify the locations for the proposed facilities as attached under Appendix A. Please note that Transco's Alternatives Analysis includes a discussion of, and responses to comments and recommendations made by NJDEP to evaluate alternatives to the Project.

2. Will result in the minimum feasible alteration or impairment of the aquatic ecosystem including existing contour, vegetation, fish and wildlife resources, and aquatic circulation of the freshwater wetland and hydrologic patterns of the HUC 11 in which the activity is located.

The Project has been designed to minimize impacts to the greatest extent practicable while still achieving the Project goals and objectives. Reduction of wetland and transition area impacts makes the current proposed plan the most environmentally responsible and practicable alternative (refer to the Alternatives Analysis included as Appendix A). Impacts to wetlands and transition area have been minimized by reducing disturbance areas to the greatest extent practicable while still allowing for activities necessary for successful implementation of the proposed Project.

Madison Loop

During development of the Project, Transco implemented several measures related to Project routing, workspace design, and construction methods to avoid and minimize impacts to regulated features. Transco minimized impacts by co-locating the pipeline facilities with Transco's existing right-of-way (ROW) to the maximum extent practicable. In general, Transco maintains

a 25-foot offset between co-located pipelines. This offset allows for safe construction adjacent to the existing pipeline and allows for rights-of-way to overlap, reducing the overall impact. In general, attempts to re-route the pipeline around regulated features increases impacts as the benefit of co-location with existing, previously disturbed areas is lost. Co-location also consolidates the disturbance across private property, thereby reducing impacts to property owners.

Transco narrowed workspaces from 90 feet wide to 75 feet wide at wetland crossings and waterbody crossings within the Project area. Workspace narrowing was not practicable at a number of wetland crossings because Transco either proposes to cross these features via HDD, or crossings are limited to facility workspaces or ATWS, or the features are contained entirely within the workspace. Transco also avoided placing ATWS within wetlands and forested areas, where practicable, to minimize impacts.

Transco has also completed several minor workspace adjustments to avoid or minimize wetland impacts. Transco has revised the limit of disturbance around wetland W-T07-001 to avoid impacts to the feature, and has modified ATWS to reduce impacts to wetlands W-T01-007, W-T01-014, W-T07-004, and W-T15-002, and the associated transition areas.

Lastly, Transco relocated a pipeline crossover to eliminate the need for new permanent ROW within an NJDEP conservation easement (MP11.23 to MP11.42). Transco reduced the standard permanent ROW width for the Madison Loop near Gondek Drive, thus eliminating a total of 0.02 acre of permanent ROW within the conservation easement. Additional adjustments were made to relocate all temporary workspace outside of the conservation easement, eliminating impacts to the conservation easement altogether.

Compressor Station 206

Transco has designed the facility to eliminate impacts to regulated features (including wetlands, wetland transition areas, waterbodies, and riparian areas) within the footprint of the onsite facility and associated access road. Impacts to regulated features associated with the Compressor Station 206 site are restricted to activities related to tying the facility into the existing Transco pipeline in this area. In response to NJDEP's November 27, 2019 letter outlining regulatory deficiencies associated with Transco's June 12, 2019 application for a FWW IP, Transco is now proposing an access road on an adjacent parcel to eliminate impacts to wetlands and waterways associated with the access road. Transco's proposed access road (Higgins Farm access road) will generally overlap the pre-existing access road, now utilized by EPA to reach a groundwater treatment plant and will be extended in order to service Compressor Station 206 during construction and operation of the facility. In designing the Higgins Farm access road, Transco committed to eliminate impacts to NJDEP regulated wetlands and waterbodies associated with the Compressor Station 206 access road.

Transco has also minimized the overall wetland impacts associated with the suction and discharge piping and tie-in, to the maximum extent practicable. Typically, the ROW width to install suction and discharge piping ranges from 100 to 120 feet. At Compressor Station 206, Transco has reduced the construction ROW width for "Utility Crossing D" to 80 feet.

Additionally, in response to NJDEP comments, Transco has reduced the impacts of Utility Crossing D by redesigning the suction and discharge piping workspaces to reduce the length from approximately 700 to 550 feet. Locating the tie-in entirely outside of wetlands is infeasible due to the proximity requirements of the tie-in to the compressor station and MP range where the tie-in must be sited as described further in the Alternatives Analysis included as Appendix A. However, although the tie-in was sited within a wetland, the associated workspace was sited in an adjacent upland area, to the maximum extent practicable.

Finally, in response to the reclassification of portions of the PFO wetlands in April 2019 within and adjacent to the compressor station site as "exceptional" resource value wetlands, Transco has redesigned the infiltration basin and further reduced the limits of disturbance of the suction and discharge piping and tie-in to limit transition area impacts.

Trenchless Considerations

Conventional Boring

Boring is generally not considered at wetland crossings because there are minimal impacts during conventional installation. Additionally, a 10-foot swath of vegetation, directly over the pipeline, would be cleared during construction and maintained during operation and regardless of the construction method used (i.e. boring). Consequently, there would be minimal impact reductions in using a conventional bore when crossing wetlands.

For streams, Transco evaluates the stream's classification to determine if it is ephemeral, intermittent, or perennial. Intermittent and ephemeral streams are generally not considered suitable for boring because there are minimal impacts during conventional installation. Crossing is typically completed within 24 hours and overall impacts are reduced when compared to conventional boring as additional extra workspace is required to store material excavated for the bore pits.

Horizontal Directional Drilling

For wetlands, the total acreage of PFO wetland impact at the crossing was considered. If the impact exceeds one acre, work space is developed for a potential HDD. No wetlands had PFO impacts greater than one acre.

Other

Pipeline Stringing

The two stringing sections will be pre-fabricated parallel to each stringing section within the shown stringing area workspace prior to pullback. A pre-fabricated pull head will be welded to the leading end of the stringing section in line with the HDD alignment. The first stringing section with the pull head attached will be pulled into the enlarged hole by a drill rig at entry, and pullback will be halted at a predetermined point to relocate the second stringing section in line with the first stringing section to make a tie-in weld between the two stringing sections. After the

tie-in weld is complete, has been coated, x-rayed, and passed inspection, pullback operations will resume until the stringing section has been pulled back to the drill rig at entry. Single string-back is preferred, however due to space constraints was not feasible due to workspace constraints. Adding a third string to the HDD add risk to the HDD design as HDD operations are required to be halted a second time to make another tie-in weld between the stringing sections.

Lockwood Marina HDD

An alternative entry location west of Gondek Drive for the Lockwood Marina HDD was analyzed during the preliminary design phase. However, it was determined that the proposed HDD entry point would minimize impacts to the adjacent residential areas located north and south of the ROW (future development). Additionally, an HDD entry point west of Gondek Drive would lengthen the HDD and require an additional stringing section, adding risk to the HDD design. Although the alternative entry location would minimize impacts to wetland W-T07-004D-1, the workspace near MP11.40 would need to increase to provide sufficient space for the HDD entry. The additional workspace required would add impacts to stream WW-T07-001 and wetland W-T07-003A-1.

The workspace proposed south of the Lockwood Marina HDD entry point was reduced as much as possible in order to minimize impacts to wetland W-T07-004D-1 and avoid impact to stream WW-T07-001. Reducing the ATWS MID-052 further would not provide enough workspace to accommodate the HDD activities.

Parkwood Village HDD

A slightly wider ATWS (MID-013) for the Parkwood Village HDD pullback is proposed in order to level the uneven topography (side slope) along the HDD stringing area.

The proposed Project will result in temporary and permanent impacts to freshwater wetlands, wetland transition areas, and State open waters. Wetlands and wetland transition areas temporarily disturbed during the construction phase of the Project will be restored. Emergent wetland and maintained lawn areas will be restored to preconstruction grade, stabilized and revegetated using a native, noninvasive seed mix. Compensatory mitigation for permanent impacts to wetlands will be provided and proposed mitigation is discussed below under Section 9.

Construction Practices

A Soil Erosion and Sediment Control Plan has been developed and will be implemented to minimize potential sediment release into environmentally sensitive areas as a result of Project construction activities. During construction, the use of best management practices, including soil erosion controls will be implemented (refer to Section 7, Best Management Practices).

Transco has determined that disturbance of the small portion of wetland W-T01-012 crossed by the pipeline will not be necessary during construction, and Transco will protect this resource from impact using silt fence.

Evaluation of Site-Specific Avoidance and Minimization Measures 2017 - 2018

As a result of NJDEP's review of Transco's initial permit application for the Project, dated June 2017, Transco evaluated a number of site-specific avoidance and minimization measures. The following information reflects Transco's responses to NJDEP requests for further avoidance and minimization measures (see Appendix E for a copy of NJDEP's technical deficiency letter on Transco's initial permit application for the Project dated July 17, 2017).

Comment C
At various locations along the Madison Loop, work areas between 75 and 90 feet in width are proposed, resulting in additional impacts to wetlands, state open waters, riparian zones and transition areas. Previous underground pipeline projects have successfully incorporated 50-foot-wide work areas. Please reduce the width of work space areas accordingly.

Response
In previous Transco projects, where applicable and based on site-specific conditions, workspace reductions have been implemented in areas such as Category 1 waterbodies and exceptional value wetlands.

For the NESE Project, Transco has proposed a standard 90-foot-wide construction ROW for the installation of the Madison Loop. Typically, linear natural gas projects reduce the standard construction ROW to 75 feet at wetland and waterbody crossings. As such, Transco has reduced the proposed construction ROW to 75 feet for all wetland and waterbody crossings where open-cut construction is proposed. Workspace narrowing was not practicable at a number of wetland crossings because Transco either proposes to cross these features via HDD, or crossings are limited to facility workspaces or ATWS, or the features are contained entirely within the workspace. Additionally, Transco elected to continue the 75-foot reduction through riparian zones and transition areas to further reduce impacts on NJDEP-regulated features.

In addition, several areas along the Madison Loop contain Type C soils, which are non-cohesive sandy soils. Due to the non-cohesive nature of Type C soils, trench walls must be sloped to prevent trench collapse. A 75-foot construction ROW is required to mitigate these conditions.

Transco also takes into account the safety of the construction contractor's personnel who will be installing the pipeline. Large equipment is required to install a 26-inch-diameter pipeline, and a 50-foot construction corridor severely restricts the contractor's ability to maneuver equipment and personnel in order to complete the installation while keeping construction personnel safe. Within the reduced 75-foot-wide construction ROW, the proposed working side of the ROW (equipment side) is no more than 45 feet wide. This nominal workspace allows for safe passage of equipment and personnel. Additionally, a 45-foot working side allows for more efficient installation, thus decreasing the time of construction in regulated areas.

Therefore, due to constructability considerations and safety concerns, reduction of the construction ROW as presented is not feasible for installation of the Madison Loop.

Comment D
At Utility Crossing locations 8.61 and 8.69-8.77, sheet 3 of the wetland plans an open trench cut method of installation is proposed. Could jack and bore techniques be used at these locations to further minimize impacts?

Response
The overall duration of impacts on environmental features (waterbodies and wetlands) at MP8.61 and MP8.69 – MP8.77 will be considerably reduced by utilizing the conventional open-cut method as proposed. Transco estimates that it will take less than 24 hours (one day) to install the proposed pipeline through each waterbody crossing in this area (WW-T01-001 and WW-T01-002). Transco is proposing to utilize the same "dry-crossing" methodology that was employed for the open-cut crossing of stream WW-T01-002, which was completed in March 2017 as part of Transco's Lower New York Bay Expansion Project (NJDEP FWW/Flood Hazard Area [FHA] Authorization 1200-16-000.1). In a "dry-crossing" steel plate or sandbag dam is installed upstream and downstream of the area to be excavated and water accumulated on the upstream side of the isolation barrier is pumped to the downstream side of the isolation barrier, thus creating a bypass of the stream flow while excavation operations are taking place. It should be noted that both streams WW-T01-001 and WW-T01-002 have minimal to zero flow, and wetland W-T01-003C-1 is of intermediate resource value. Therefore, the overall impacts associated with conducting a conventional open-cut will be minimal. As evidence of the flow characteristics of these waterbodies, see the Wetland Delineation Report provided with this permit application, which provides photo documentation of the flow characteristics of these waterbodies.

In contrast to the "dry-crossing" methodology described above, implementing a conventional boring installation across stream WW-T01-001 and stream WW-T01-002/wetland W-T01-003C-1 would require the contractor to perform the following tasks over a 10 to 12-day period:

- Perform deep excavations to allow for proper placement of boring equipment (two to three days);
- Placement of required boring equipment in a safe manner (two days);
- Conduct boring operations (two days);
- Weld 26-inch carrier pipe to boring pipe (one day);
- Pull 26-inch carrier pipe through bored hole and weld on transition fittings (one day); and
- Remove boring equipment from excavated bore pits, backfill, and stabilize excavation area (two to three days).

Additionally, the contractor would have to continuously remove water that infiltrates the deep excavations to allow for safe boring equipment to be installed. Water removal will require pumping, filtration, and eventual discharge through environmental-control devices located near the installation area, or additional workspace for containment may be needed.

Based on the summary above, utilizing conventional boring installation methods would extend the duration of impact and also increase the overall impacts at stream WW-T01-001 and stream WW-T01-002/wetland W-T01-003C-1.

Comment E
The temporary work space location MP8.88, sheet 3 of the wetland plans extends over a regulated watercourse and into a wetland before connecting to the adjacent access road. Please minimize this impact by limiting the work space area.

Response
The temporary workspace near MP8.88 extends over waterbody WW-T01-002, wetland W-T01-003, and the associated riparian buffers and transition areas. This temporary workspace is required for pipe stringing and pullback for the proposed Cheesequake Road HDD. Once the drilling portion of the HDD is complete, the pipe to be installed is staged in a "string" so that the pipe is "pulled" or installed in the drilled hole.

HDD pullback activities require continuous operation to reduce the risk of the HDD pipe becoming lodged in the borehole. If possible, the pipeline is pulled in one segment to avoid halting pullback operations to complete the tie-in welds needed for multiple stringing of sections. To reduce impacts on wetlands W-T17-002A-3 and W-T15-001A-1, Transco has minimized the length of workspace for pipe stringing and pullback of the Cheesequake Road HDD by proposing to complete the pipe stringing and pullback in three stringing sections. Further reduction of the HDD workspace to shorten the pipe stringing area will introduce additional stringing sections and tie-in welds during pullback, adding risk to the proposed HDD. Additional stringing sections will also require a wider workspace; therefore, Transco has minimized the workspace for the pipe stringing and pullback of the Cheesequake Road HDD to the maximum extent practicable.

Comment F
Can the trench for the utility crossing located at MP8.90, wetland sheet 4, be shifted southeast to eliminate the impact to the wetland. Additionally, the temporary access road into the HDD work area can be relocated to the south eastern edge of the work box for a shorter road.

Response
The proposed alignment at MP8.90 minimizes the need for additional permanent ROW to the maximum extent practicable. If the alignment were to be shifted southeast, the distance between the proposed loop and the existing pipeline is increased, thus expanding the permanent ROW in this area and increasing forested impacts.

The majority of the access road from Cheesequake Road to the Cheesequake Road HDD exit point, as proposed, is located within Transco's existing ROW. The access road provides ingress and egress to both the construction ROW and the Cheesequake Road HDD exit point. Relocation of the access road to the southeastern edge of the Cheesequake Road HDD exit point workspace would eliminate direct access to the construction ROW during HDD operations. Additionally, relocation of the access road would be outside Transco's existing ROW and would impact a forested area.

Comment G
The HDD temporary workspace, Utility Crossing MP9.20-9.32, wetland sheet 5, impacts wetlands, state open waters, riparian zones and transition areas. There are areas adjacent to the HDD workbox located to the south that appear to have no regulated areas. Please relocate the temporary work space out of the regulated areas. Additionally, the underground gas line to the west of this location and to the east of this location will be directionally drilled. Is it possible to directionally drill this location as well, eliminating the need for the work areas?

Response
The proposed temporary workspace crossing the features from MP9.20-9.32 is required for pipe stringing and pullback for the proposed Parkwood Village HDD. Relocating this workspace south, outside of the regulated areas, would require the HDD pipe to be strung at a radius that is less than industry standard or placed into a combination curve. Both options would introduce additional stresses on the pipe and would require a larger workspace in a forested area in order to safely operate the additional equipment needed to handle such conditions.

Adding an HDD to install the pipeline segment between the two proposed HDDs (Cheesequake Road HDD and Parkwood Village HDD) would require workspace in the same areas for the HDD pipe string, pullback, and exit. Therefore, the need for the proposed workspace between MP9.20 and MP9.32 would not be eliminated. Furthermore, an HDD alignment for this segment cannot follow the same curvature that is currently proposed, which minimizes the need for additional permanent ROW to the maximum extent practicable. However, Transco has minimized impacts on the isolated wetland W-T15-002A-1 by reducing temporary workspace at MP9.32. The impacts have been reduced by 0.018 acre as shown in the plan sets included as Appendix G.

Comment H
Utility Crossing MP10.05-10.19, wetland sheets 8 and 9 will be an open cut trench installation. Please consider using jack and bore or HDD installation techniques to further minimize impacts to regulated areas.

Response
An open-cut installation of stream WW-T01-002 at MP10.05 will be necessary in order to remove a segment of existing Transco pipeline that has been temporarily abandoned as part of Transco's Lower New York Bay Expansion Project. This project consisted of the offset and replacement of the existing Lower Bay Loop "C" pipeline between MP10.02 and MP10.28. Since Transco's proposed Madison Loop will also cross the stream at MP10.05, Transco temporarily abandoned approximately 150 feet of the replacement segment in this area in order to minimize the width of in-stream disturbance during the replacement. The proposed open-cut installation will allow Transco to install the Madison Loop entirely along the same alignment that had been used previously for the Lower Bay Loop "C" pipeline between MP10.02 and MP10.28. Because a segment of existing Transco pipeline is proposed to be removed at this location, Transco did not assess a conventional bore for stream WW-T01-002 and proposes to utilize the "dry-crossing" methodology described in item (d.), above.

Implementing a conventional boring installation methodology across wetlands W-T01-014A-1 and W-T01-014C-1 would require additional workspace within the adjacent wetlands for continuous pumping of water to allow for a dry and safe bore pit. The deeper excavations required for the bore pits would all be within regulated areas because the transition areas of wetlands W-T01-014A-1 and W-T01-014C-1 is 150 feet. The overall duration of impacts on wetlands W-T01-014A-1 and W-T01-014C-1 will be reduced by utilizing the proposed conventional open-cut method rather than conventional boring methodology.

An HDD to install the pipeline segment between MP10.05 and MP10.19 would require a significant amount of additional workspace in forested areas. Because the slopes on either side of this segment are steep, a significant amount of earth material would have to be removed to safely support HDD stringing and pullback operations. Based on the summaries above, using trenchless installation methods would extend the duration of impact and also increase the overall impacts. Therefore, Transco is proposing to utilize the same open-cut methods that were employed for stream WW-T01-002 and wetlands W-T01-014A-1 and W-T01-014C-1 crossed in March 2017 as part of Transco's Lower New York Bay Expansion Project (NJDEP FWW/FHA Authorization 1200-16-000.1).

Comment I
The installation path used on wetland sheet 9 impacts the edge of the adjacent wetland. Could the gas line be shifted further north 20-50 feet to minimize this impact area?

Response
An alignment shift 20 to 50 feet north would result in a significant increase of forest impacts and would increase the distance between the proposed loop and the existing pipeline, thus expanding the permanent ROW. The alignment as currently proposed will not require any additional permanent ROW between MP10.17 and MP11.15.

Comment J
Open cut trench installation is proposed at Utility Crossings MP10.69-10.94, on wetland sheets 11 and 12. Given the length of these crossings and the impacts associated with them combined, why was HDD installation not considered?

Response
An HDD to install the pipeline segment across the storm water detention basin between MP10.69 and MP10.94 would require a significant amount of additional workspace in forested areas. Because slopes on either side of this segment are steep, a significant amount of earth would have to be removed to safely support HDD stringing and pullback operations, thus increasing the duration of construction significantly.

<u>Evaluation of Site-Specific Avoidance and Minimization Measures 2018 - 2019</u>

In response to NJDEP Division of Fish and Wildlife (DFW) Endangered Species and Nongame (ENSP) Program's acceptance of a report of the barred owl (*Strix varia*) which resulted in the reclassification of (PFO) wetlands on the Compressor Station 206 site from intermediate resource value wetlands to exceptional resource value wetlands per N.J.A.C. 7:7A-3.2(b) in

April 2019, Transco undertook additional detailed engineering to further reduce the impacts to the exceptional value forested wetland transition areas for construction of Compressor Station 206 and siting of the stormwater infiltration basin. Specifically, basing calculations on field-verified soil types and modifying the impervious surfaces within Compressor Station 206 allowed the footprint of the infiltration basin to be further reduced, resulting in no impacts to exceptional value wetland transition areas by the infiltration basin footprint. To further reduce impacts to exceptional value wetland transition areas, the limits of disturbance were adjusted along the eastern boundary of the Compressor Station 206 site. Impacts to exceptional value wetland transition areas along the eastern boundary of the site were eliminated.

In response to NJDEP's technical deficiency letter for Transco's June 2019 FWW IP Application dated June 25, 2019, Transco has modified the Compressor Station 206 limits of disturbance at the southern corner of the compressor station facility to further reduce exceptional value transition area impacts by an additional 0.075 acre. With this change Transco has eliminated impacts to exceptional value transition areas as a result of the compressor station facility footprint (see the Freshwater Wetlands Permit Plans included in Appendix G).

As described above, in response to NJDEP's November 27, 2019 letter outlining regulatory deficiencies associated with Transco's June 12, 2019 application for a FWW IP, is now proposing an access road on an adjacent parcel to eliminate impacts to wetlands and waterways associated with the previously proposed access road. As a result of the change in access road, permanent impacts on wetlands have been reduced by 2.859 acres.

3. Will not destroy, jeopardize or adversely modify a present or documented habitat for threatened or endangered species; and shall not jeopardize the continued existence of a local population of a threatened or endangered species, as defined at N.J.A.C. 7:7A-1.3; *and*

4. Will not be likely to result in the destruction or adverse modification of a habitat which is determined by the Secretary of the United States Department of the Interior or the Secretary of the U.S. Department of Commerce, as appropriate, to be a critical habitat under the Endangered Species Act of 1973, 16 U.S.C. *§* 1531 et seq.

The NJ NHP database letter for the Madison Loop, dated July 8, 2019 is consistent with the previous NHP letter received for the Madison Loop, dated May 19, 2017 (letters attached under Appendix E). Both letters indicate the presence of suitable habitat for the NJ State-endangered bald eagle (foraging and nesting habitat), the State-threatened black-crowned night-heron (foraging habitat), and the State-threatened osprey (foraging and nesting habitat) within areas located to the east of Route 9 and generally in association with Cheesequake Creek and its adjacent wetlands.

There is a documented bald eagle nest located along Cheesequake Creek; however, in an e-mail dated May 18, 2017, Mr. Kelly Davis, New Jersey Division of Fish and Wildlife, Office of Environmental Review, indicated that the project area does not extend into the 660 ft regulated nest buffer of the documented nest. The NJ Landscape Project (V3.3) identifies suitable bald eagle foraging habitat within the following portions of the Madison Loop Project area: MP10.01,

MP10.45, MP10.64 to MP10.70, MP10.88, MP11.44 to MP11.63, MP11.65, MP11.77, MP11.84, and MP12.15. However, per guidance from Christina Albizati, NJDEP, dated April 8, 2019 (File # 0000-01-1001.3), the wetlands depicted on sheets 10, 11, 12, and 13 of Transco's Freshwater Wetland Permit Plans that are West of Gondeck Drive (~ MP11.42) are not considered exceptional resource value wetlands and do not contain suitable threatened and endangered species habitat. Impacts to wetlands and threatened and endangered species habitat will be avoided through the use of an HDD from MP11.49 to MP11.84. Construction activities along the remaining portions of the Madison Loop not crossed by HDD will impact areas of wetland that are identified as suitable foraging habitat for bald eagle, but it is anticipated that these impacts will be minor and/or temporary in nature and will not result in any significant, long-term, adverse impact to bald eagle or its foraging habitat.

New Jersey Landscape Project Mapping (v3.3) identifies suitable osprey nesting habitat at MP10.67, MP10.88, MP11.44 to MP11.63, MP11.66, MP11.78, and MP11.84. Mapped suitable osprey foraging habitat occurs where the Project area crosses a tributary of Cheesequake Creek at MP11.55. According to the 2018 Osprey Project in New Jersey report published by NJ Division of Fish and Wildlife, Endangered and Nongame Species Program, there are 45 documented osprey nests within the area known as "Raritan Bay (w/Cheesequake)". A crosscheck of the non-profit website, "Osprey Watch", indicates that the Project area workspace comes within 300 meters of two known osprey nests. One nest near the Madison Loop centerline from MP11.57 to MP11.85 was active in 2017, but has no data available for 2018 or 2019. The second nest near the offshore portion of the Raritan Bay Loop centerline from MP12.37 to MP12.41 was active in 2018. Per guidance from Christina Albizati, NJDEP, dated April 8, 2019 (File # 0000-01-1001.3), wetlands depicted on sheets 10, 11, 12, and 13 of Transco's Freshwater Wetland Permit Plans are not considered exceptional resource value wetlands and do not contain suitable threatened and endangered species habitat. Impacts to wetlands and threatened and endangered species habitat will be avoided through the use of HDD from MP11.49 to MP11.84. Additionally, Transco will not conduct work inside the 300-meter buffer of an active osprey nest from April 1 through August 31. Impacts to osprey habitat will be minor and/or temporary in nature and will not result in any significant, long-term, adverse impact to osprey or its foraging habitat.

The New Jersey Landscape Project Mapping (v3.3) identifies black-crowned night-heron foraging habitat within the Madison Loop Project area from MP11.55 to MP11.58, MP11.65 to MP11.73, MP11.76, MP11.84, and MP12.15. The Project will impact areas of wetland that are identified as foraging habitat for black-crowned night-heron, however, the Project will not result in impacts to any mapped suitable habitat for the listed breeding population. It is anticipated that impacts to suitable foraging habitat will be minor and temporary in nature and will not represent any significant, long-term, adverse impact to black-crowned night-heron or its habitat.

In the Madison Loop Project area, yellow-crowned night-herons have been reported near Cheesequake Creek and along the Raritan Bay shoreline, which are both in the vicinity of the Project area. New Jersey Landscape Project Mapping (v3.3) identifies yellow-crowned night-heron foraging habitat approximately 0.2 mile west of the Madison Loop's southern terminus. No known nesting or foraging habitat occurs within the Madison Loop Project area; therefore,

the Project is not anticipated to cause any adverse impact to yellow-crowned night-heron or its habitat.

The NHP letter also identified the pine barrens treefrog, a state-listed endangered species, as potentially breeding in vernal pools within 1 mile of the Madison Loop. New Jersey's Landscape Project identifies pine barrens treefrog habitat approximately 0.75 mile south of the Madison Loop. Given the mapped location of this species outside of the workspace for the proposed Project, Transco does not expect the Project will affect the pine barrens treefrog.

No endangered or threatened species were identified by the NHP on the proposed Compressor Station 206 site (and previously proposed Trap Rock access road) in Franklin Township (letter dated June 23, 2017 and contained in Appendix E). However, in response to a report of a State-threatened barred owl near Compressor Station 206, NJDEP biologists conducted an inspection of the site and contiguous forested area on April 4, 2019. The site visit resulted in NJDEP's acceptance of the sighting report as valid due to the presence of suitable forested habitat conditions on site and the larger contiguous forested area. Transco has conducted additional detailed engineering to reduce the impacts to the potential onsite habitat for the barred owl which comprises the exceptional value forested wetlands and transition areas. As a result, Transco has eliminated the impacts to exceptional resource value forested wetland transition areas and wetlands associated with the access road and compressor station facility.

In total, the construction and operation of Compressor Station 206 will result in the removal of 0.538 acres of suitable barred owl foraging habitat. Transco does not have access to the private properties surrounding the compressor station site and was therefore unable conduct surveys for the purpose of identifying the full extent of potentially suitable habitat for the barred owl. In lieu of field surveys, Transco applied the methodology outlined in Appendix V of the New Jersey Landscape Project, Version 3.3, to calculate the total area of potentially suitable habitat surrounding the Compressor Station 206 site. When the barred owl sighting is added to the Landscape Project, Transco expects NJDEP will apply the same methodology to identify suitable foraging habitat in this area.

In Appendix V of the New Jersey Landscape Project, Version 3.3, 20 different Land Use / Land Classification types have been identified as potentially suitable habitat for barred owl. Additionally, the appendix notes that the patches should be contiguous as barred owls tend to reside in larger forest patches. The Landscape Project also identifies upland forest types as potentially suitable habitat. Using these methods, Transco determined that the total contiguous area of potentially suitable barred owl habitat surrounding the Compressor Station 206 site is more than 800 acres, with 381 acres being forested wetlands. The project will only impact a small percentage of this potentially suitable barred owl habitat. Given the placement of the compressor station site on the western edge of this potential habitat block, the removal of 0.538 acres of forested wetland habitat is unlikely to jeopardize or adversely modify the foraging opportunities available for the barred owl as the conversion will occur along the very edge of the contiguous forest block. Additionally, the removal of the 0.538 acres of foraging habitat will not jeopardize the continued existence of the local population of the barred owl, as more than 800 acres of contiguous forested habitat, will remain available to foraging owls. As described throughout this application, Transco has implemented a detailed engineering design process to

minimize impacts on existing forest, PFO wetlands, and potential barred owl habitat to the maximum extent practicable.

Finally, operation and maintenance of Compressor Station 206 will not jeopardize the continued use of the site by the barred owl. The design of Compressor Station 206 includes measures such as directional lighting and sound-attenuating insulation, which will minimize disturbance to wildlife. Additionally, human and vehicle activity associated with the operation and maintenance of the site are not expected to have a significant impact on the barred owl and are consistent with activities on the surrounding residential, commercial, and industrial properties.

Transco submitted a request to the NJDEP NHP concurrent with this permit application to confirm if there have been any changes to their records of threatened and endangered species and their habitats within the LOD for Compressor Station 206 and to request information regarding the potential presence of threatened and endangered species on or near the Higgins Farm access road. Transco will provide the DLUR with the NHP response upon its receipt. Based on the proximity of the Higgins Farm access road to the Compressor Station 206 facility and Trap Rock access road, Transco anticipates similar results from the NHP request for the Higgins Farm access road to those previously received for the Trap Rock access road.

The U.S. Fish and Wildlife (USFWS), in a letter dated April 17, 2017, indicated that the federally endangered Indiana bat could occur within the Compressor Station 206 Project area during the active season (April 1 through September 30). Therefore, to avoid impacts to the Indiana bat Transco will not clear trees ≥5 inches diameter at breast height during the active season. The federally (threatened) northern long-eared bat could occur within both the Compressor Station 206 and Madison Loop Project areas. However, no documented northern long-eared bat maternity roosts or hibernacula occur near either of the Project areas. Therefore, under the northern long-eared bat 4(d) rule, the Project will not cause prohibited take of the northern long-eared bat. Additionally, the time-of-year restriction for Indiana bats at Compressor Station 206 will also reduce potential impacts on the northern long-eared bat.

Transco reviewed the USFWS Information for Planning and Consultation (IPaC) planning tool for the Higgins Farm access road and determined that the federally listed threatened and endangered species with the potential to occur at the Higgins Farm access road are consistent with those that may be found at the Compressor Station site as described above, including the federally endangered Indiana bat which could occur within the Compressor Station 206 Project area during the active season (April 1 through September 30) as well as the federally threatened northern long-eared bat. Transco has submitted a request to the USFWS for concurrence that the change in access road and Transco's adherence to the aforementioned clearing restrictions will prevent impacts on federally listed threatened and endangered species. Transco will provide the DLUR with the USFWS response upon its receipt.

The USFWS indicated that there was a historical occurrence of the federally threatened swamp pink close to the Madison Loop. However, surveys of suitable habitat did not document any occurrences of swamp pink. The USFWS concurred with this finding. Therefore, the Project will not affect swamp pink.

The USFWS indicated that the federally threatened piping plover nests along the northern point of the Sandy Hook Unit of the Gateway National Recreation Area. Additionally, the federally threatened red knot may occur on the northern point of the Sandy Hook Unit during the spring migration (mid-May through early June) and fall migration (late-July through November). The federally threatened seabeach amaranth also occurs along the Sandy Hook Unit. Because Project construction would be 1-mile or more from these potential occurrences of listed species, the USFWS has indicated that the Project is not likely to adversely affect the piping plover, red knot, or seabeach amaranth.

The USFWS New Jersey Field Office indicated that the federally endangered roseate tern could occur transiently over the offshore Project area. The New Jersey Field Office has deferred comment on potential impacts to the roseate tern to the Long Island Field Office. In response to FERC for the EIS for the Project, the Long Island Field Office indicated that Rockaway Point provides marginally suitable breeding habitat for the roseate tern, but that there have been no records of breeding or important forage areas occurring either on or in the vicinity of Rockaway Point since 1998. Therefore, the USFWS indicated that the Project is not likely to adversely affect the roseate tern.

5. Will not cause or contribute to a violation of any applicable State water quality standard.

It is anticipated that the proposed Project will not contribute to a violation of any State water quality standards. In order to avoid temporary impacts to water quality, a Soil Erosion and Sediment Control Plan will be adopted and Best Management Practices will be implemented during construction of the proposed Project. A detailed list of these controls is included in Section 7, Best Management Practices. Measures to address stormwater management for Compressor Station 206 have also been developed and are outlined in the Stormwater Management Report prepared by AECOM, dated January 2020 and included with this application submission. There should be no significant impacts to water quality during construction or following completion of the Project.

6. Will not cause or contribute to a violation of any applicable toxic effluent standard or prohibition imposed pursuant to the Water Pollution Control Act.

The proposed Project will not result in the release of toxic effluent.

However, since the Higgins Farm access road would cross a Superfund site, Transco is working with the EPA in addressing its concerns relative to Transco's use of the Higgins Farm access road. By letter dated March 8, 2017, the EPA set forth several measures Transco should take if it were to acquire an interest in the Higgins Farm access road (Appendix E). Transco will comply with these measures and will work with the EPA during the construction process so that Transco does not interfere with the integrity of the remedy. In a letter dated December 19, 2019, EPA affirmed that Transco's use and extension of the Higgins Farm access road is not expected to interfere with EPA's ongoing remediation activities associated with the Higgins Farm Superfund site. Transco will address any contaminated soils encountered during construction in accordance with its Unanticipated Discovery of Contamination Plan, as well as all other applicable laws and

regulations. In the event that contaminated soils are uncovered, Transco will coordinate with NJDEP and EPA regarding site remediation and soil disposal activities.

In addition, accidental releases from construction vehicles will be contained by the installation of soil erosion and sediment control devices. These devices will help prevent any overland flow of discharges to a wetland or open water area. Discharges to bare soil will be addressed through the Soil Erosion and Sediment Control Plan and emergency response protocols that are a part of BMPs.

7. Will not violate any requirement imposed by the United States government to protect any marine sanctuary designated pursuant to the Marine Protection, Research and Sanctuaries Act of 1972, 33 U.S.C. §§ 1401 et seq.

The Project area is not immediately adjacent to any designated marine sanctuary; therefore, this section does not apply.

8. Will not cause or contribute to a significant degradation, as defined at 40 C.F.R. 230.10(c), of ground or surface waters.

The Project will incorporate a Soil Erosion and Sediment Control Plan and Best Management Practices will be employed to minimize impacts on surface water quality during construction.

9. Will not adversely affect a property which is listed or is eligible for listing on the New Jersey or National Register of Historic Places.

Architectural

The onshore pipeline loops will be installed under three linear resources that are currently eligible for listing on the National Register of Historic Places. The Garden State Parkway, the Old Spye Road, and the New York and Long Branch Railroad will be traversed using HDD and conventional boring techniques; as a result, all surface impacts to these resources are expected to be avoided. Seven built resources 50 years of age or older were also identified as part of the architectural investigation. These seven resources were evaluated as not possessing the qualities of significance and/or integrity in accordance with the National Register Criteria for Evaluation (36 CFR 60.4[a-d). Further, no historic properties, as defined in 36 CFR 800.16(l) were found to be affected by the proposed Project. No further architectural investigations appear warranted or are recommended for the Madison Loop or the Onshore Raritan Bay Loop. The NJ Historic Preservation Office (HPO) concurred with this assessment on March 22, 2017.

On the Compressor Station 206 parcel in Somerset County, a ruined early 20th century domestic building (Site 28-SO-166) was identified. Both architectural and archeological investigations were conducted for the house ruin and its associated parcel; the archaeological findings are related below. The house ruin and the parcel were analyzed applying the National Register Criteria for Evaluation for significance and integrity (36 CFR 60.4[a-d]). As such, Site 28-SO-166 does not possess those qualities of significance and integrity defined in the National Register of Historic Places Criteria for Evaluation (36 CFR 60.4 [a-d]), and does not represent an historic

property, as defined in 36 CFR 800.16(l). The study area for the APE for visual effects around the Compressor Station 206 parcel initially was proposed as a 0.5-mile radius from the parcel boundaries. However, the viewshed surrounding the proposed compressor station was found to be limited due to tree buffers that will be retained around the new station and the existing tree cover on adjoining parcels. Large areas surrounding the Compressor Station 206 parcel currently are devoid of built resources. No further architectural investigations appear warranted or are recommended for Compressor Station 206. The NJ HPO concurred with the assessment of the Compressor Station 206 parcel on March 22, 2017.

Archaeological

One newly identified historic archeological site (Site No. 28-SO-166) at the Compressor Station 206 parcel and one previously recorded multi-component (historic and prehistoric) archaeological site (Site No. 28-MI-169) along the onshore portion of the Raritan Bay Loop were identified during cultural resource surveys. Within the survey corridor, Site No. 28-SO-166, yielded 14 historic artifacts associated with a ruined house and a concrete foundation. Site No. 28-MI-169 yielded 3 prehistoric lithic artifacts and 45 historic artifacts. Elsewhere, no historic properties, as defined in 36 CFR 800.16(l), will be affected by the proposed Project.

Site No. 28-SO-166

For Site No. 28-SO-166, the twentieth century date of the site, the limited amount of cultural material recovered, and the absence of evidence for intact deposits suggest that the site does not possess sufficient research potential to yield information important in history. As such, 28-SO-166 does not possess those qualities of significance and integrity defined in the NRHP Criteria for Evaluation (36 CFR 60.4 [a-d]), and does not represent an historic property, as defined in 36 CFR 800.16(l). As a result, no further archeological investigation is recommended. The NJ HPO concurred with this assessment on March 30, 2017.

Site No. 28-MI-169

The current investigations at Site No. 28-MI-169 have yielded no information to contradict the possible Middle to Late Woodland lithic scatter/habitation site and nineteenth to twentieth century domestic occupation known from previous cultural resource investigations. As a result, the portion of 28-MI-169 within the survey corridor may possess those qualities of significance and integrity defined in the NRHP Criteria for Evaluation (36 CFR 60.4 [a-d]), and represent an historic property, as defined in 36 CFR 800.16(l). Current construction plans indicate that the site will be avoided by proposed HDD; depths associated with the activity will be approximately 70 to 90 feet in the site area. As long as the site is avoided by these means, no further archeological investigation is warranted or recommended. The NJ HPO provided comments on Site No. 28-MI-169 on March 30, 2017. Transco evaluated the potential risks associated with an inadvertent release during the proposed HDDs as part of the feasibility analysis and design process. Transco's evaluation indicated the HDD will have a much lower relative risk of inadvertent release and therefore Transco does not expect impacts upon the geologic matrix at Site No. 28-MI-169. The NJ HPO concurred with this assessment on June 8, 2017.

Higgins Farm Access Road

A portion of the Higgins Farm access road falls within the survey boundary that NJ HPO has previously concurred with. A majority of the remaining Higgins Farm access road is co-located with an existing EPA access road and has therefore been subject to prior disturbance from clearing and grading activity. Therefore, Transco does not anticipate that cultural resources would be found within the co-located portion of the access road.

In lieu of an archaeological field survey of the remaining portion of access road, which is not within Transco's previous cultural resources survey boundary and which is not co-located with the existing access road, Transco commits to having a qualified archaeological monitor onsite during all phases of construction involving ground disturbance of the Higgins Farm access road. This would include ground disturbance associated with road improvements and extension and storm water management features. Transco has submitted a request from the NJ HPO that having archaeological monitors onsite during construction of the EPA access road is acceptable in lieu of archaeological field surveys and will provide DLUR with the results of this request upon its receipt.

10. Will not violate the Flood Hazard Area Control Act, N.J.S.A. 58:16A-50 et seq., or implementing rules at N.J.A.C. 7:13.

The proposed Project will not violate the Flood Hazard Area Control Act (FHACA) Rules. As part of this Project, application for a FHA IP is being submitted concurrently with this FWW IP application to obtain authorization to disturb flood hazard areas and riparian zones for activities related to construction of sections of the Madison Loop portion of the Project. There are no impacts to areas regulated under the FHACA Rules by Compressor Station 206. In addition, an application for a Waterfront Development and Wetlands Act of 1970 Individual Permit (WDP) is also being submitted concurrently with this FWW IP application and the WDP will address the applicable flood hazard area requirements for the areas within the regulated coastal zone.

11. Is otherwise lawful.

The applicant agrees to comply with all laws and regulations that apply to the proposed Project.

12. Is in the public interest, as determined by the Department in consideration of the following:

i. The public interest in preservation of natural resources and the interest of the property owners in reasonable economic development.

ii. The relative extent of the public and private need for the proposed activity;

iii. Where there are unresolved conflicts as to resource use, the practicability of using reasonable alternative locations and methods, to accomplish the purpose of the proposed activity;

iv. The extent and permanence of the beneficial or detrimental effects which the proposed activity may have on the public or private uses for which the property is suited;

v. The quality and resource value classification pursuant to N.J.A.C. 7:7A-3.3 of the wetland which may be affected and the amount of freshwater wetlands to be disturbed;

vi. The economic value, both public and private, of the proposed regulated activity to the general area; and

vii. The functions and values provided by the freshwater wetlands and probable individual and cumulative impacts of the regulated activity on public health and fish and wildlife.

As described above, the Project will provide 400,000 Dth/d of incremental firm natural gas transportation services National Grid in order to serve National Grid's residential and commercial customers in the New York City area. Although the capacity is fully subscribed to serve peak day requirements in downstate New York, the Project will provide an important benefit to natural gas shippers and consumers in New Jersey:

- The New Jersey facilities will provide redundancy during planned and unplanned maintenance activities on Transco's natural gas infrastructure within the State.
    - The Project is designed to provide 400,000 Dth/d under peak conditions, however, shippers (especially LDC type shippers) do not typically require their full contractual volume except during an abbreviated time period during extreme weather conditions. Under normal conditions, the facilities constructed as part of the Project will enable Transco to manage maintenance outages and repairs; thus, minimizing impacts or interruption to all shippers on the system, especially those in New Jersey.
- In the event that the permits for the Project are denied and the Project is not constructed, the anticipated increase in the average deliveries off of the Transco system could result in material degradation of delivery pressures at existing delivery points and challenges associated with delivering existing firm shipper entitlements in New Jersey.
    - Without the Project, utility providers would continue signing up customers to their service territory because they are obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request.
    - This could, in turn, result in an increase in the normal load from the interstate pipeline transmission grid, resulting in an overall increase in average deliveries off of the Transco pipeline system in New Jersey.
    - An increase in the average load would lead to operational challenges related to the scheduling of maintenance activities and a greater chance of impacts to all shippers in the northeast region, including those in New Jersey.
    - As noted in Transco's Alternatives Analysis for the Project (see Appendix A), the purpose of the new Compressor Station 206 is to offset the pressure drop

associated with transporting the additional volume of natural gas flowing through the pipeline.

It should also be noted that because the Project arises under Section 7(c) of the Natural Gas Act of 1938, authorizing the FERC to issue certificates of "public convenience and necessity" for "the construction or extension of any facilities…for the transportation in interstate commerce of natural gas," the Energy Policy Act of 2005 ("EPAct") designates FERC as the lead agency for coordinating applicable Federal authorizations and for National Environmental Policy Act ("NEPA") compliance. In order to satisfy its NEPA obligations for the Project, FERC prepared both a draft and final EIS including a statement of the Projects purpose and need, and description of all reasonable alternatives to meet that purpose and need, a description of the environment that would be affected by those alternatives, and an analysis of the direct and indirect effects of the alternatives, including cumulative impacts.

As the lead agency, FERC solicited and obtained input from other agencies, including NJDEP, with jurisdiction by law or special expertise regarding any environmental impact associated with the Project. In this context it is important to recognize that FERC makes its determination of public convenience and necessity based on a variety of factors as required by its Policy Statement, including but not limited to whether the Project will provide the following public benefits: meeting unserved demand, eliminating bottlenecks, access to new supplies of natural gas, lower costs to consumers, providing new interconnects that improve the electrical grid, providing completive alternative, increasing electric reliability and advancing clean air objectives. This project will advance all of these public needs.

As the lead agency FERC cooperated with and obtained input from other agencies, including NJDEP, with jurisdiction by law or special expertise regarding any environmental impact associated with the Project. In this context it is important to recognize that FERC makes its determination based on national interests, and it is with that lens that each of the other agencies considering the project must view it.

The Department has historically found that the FERC Certificate satisfies the regulatory requirement that an interstate natural gas pipeline project is in the public interest. This is because FERC, as the lead agency, goes through a similar and arguably more extensive public interest analysis that includes both an economic and environmental review of the Project. As set forth in the May 3, 2019 FERC Certificate in paragraphs 12 through 18, the Certificate Policy Statement establishes criteria for determining whether there is a need for a proposed project and whether the proposed project will serve the public interest. The Commission balances the public benefits against the potential adverse consequences. Among other things, FERC must determine whether (1) the pipeline company can financially support the project without relying on subsidization from existing customers and (2) the pipeline company has made efforts to eliminate or minimize any adverse effects the project might have on its existing customers, existing pipelines in the market and their captive customers, or landowners and communities affected by the proposed route or location of the new pipeline facilities. If the benefits outweigh the adverse effects on economic interests, then FERC will proceed to complete the environmental analysis where other interests are considered.

FERC ultimately concluded that based on the benefits the project will provide and the minimal adverse impacts on existing shippers, other pipelines and their captive customers, and landowners, surrounding communities, and the environment, that the public convenience and necessity required approval of the Project.

Transco's current application sets forth, in great detail, information that addresses each of the above public interest factors set forth in the FWW Rules. This information, coupled with FERC's determination that the Project is in the public interest, is sufficient for the NJDEP to determine that the Project is in the public interest.

On May 3, 2019, FERC issued to Transco a Certificate for the Project, finding that Transco sufficiently demonstrated that there is a sufficient purpose and need for the Project. FERC noted that Transco has entered into long-term precedent agreements with National Grid for 100% of the capacity created by the project and that "Transco has sufficiently demonstrated that there is market demand for the project."

i. The public interest in preservation of natural resources and the interest of the property owners in reasonable economic development.

Specifically, as to the first factor, which deals with balancing the public's interest in preservation of natural resources and the applicant's interest in reasonable economic development, the NJDEP has found on past interstate natural gas pipeline projects that the property chosen by the pipeline company for its proposed facilities "holds high economic value" when it is in close proximity to the company's existing pipeline system. See NJDEP Review and Decision Summary for Transco's Garden State Expansion Project, DLUR File No. 0300-15-0002.2 FWW150001, p. 9. Here, the location of Transco's proposed facilities, including proposed Compressor Station 206, Madison Loop, and Raritan Bay Loop were selected, in part, due to their proximity to Transco's existing pipeline system. As to the impacts on natural resources, the Project was designed to avoid impacts to wetlands and other regulated features. Where Transco could not reasonably avoid impacts to regulated features, Transco minimized impacts to the greatest extent practicable.

For instance, in connection with the Madison Loop, Transco started from the position that co-location of the new pipeline within its existing pipeline ROW would reduce environmental impacts when compared to a route that would deviate around regulated features, which is consistent with the Department's policy favoring co-location. To that end, Transco minimized impacts by co-locating the pipeline facilities with Transco's existing ROW to the maximum extent practicable. Transco also analyzed the use of trenchless construction methodologies, including HDD and conventional bore, along the route of the Madison Loop in order to avoid or minimize direct impacts to regulated areas, including wetlands and transition areas. Transco also reduced the width of its workspace at wetlands crossings from 90 feet to 75 feet where practicable. See the discussion above (response to item 2) for a discussion of the avoidance and minimization evaluation conducted for the Madison Loop.

In addition, Transco continued to refine its Project design to further minimize impacts where impacts could not be avoided. By way of example, Transco was able to shift the location of the

suction and discharge piping for Compressor Station 206 to minimize impacts to the wetland and transition area.

As a result of the last-minute barred owl determination by the Department in connection with Transco's previous permit application, the intermediate resource value wetlands that were present at the Compressor Station 206 site were "upgraded" to exceptional resource value, thereby substantially impacting the previously proposed access road by increasing the width of transition areas at these wetlands. Despite these changes, Transco was able to redesign the infiltration basin to completely avoid impacts to these transition areas resulting from the infiltration basin. Further, as previously described, in response to NJDEP's November 27, 2019 letter outlining regulatory deficiencies associated with Transco's June 2019 application for FWW IP, Transco is proposing an access road on an adjacent parcel (Higgins Farm access road) that eliminates impacts on wetlands, wetland transition areas, and waterways associated with the previously proposed Trap Rock access road included in Transco's June 12, 2019 FWW IP application. As a result of Transco's continued refinement of the Compressor Station 206 workspaces to reduce impacts on regulated features, the only impacts to regulated features at the site are those related to the suction and discharge piping and tie-in to Transco's mainline. These impacts have been minimized to the greatest extent practicable.

Given the significant lengths that Transco has taken to avoid and minimize impacts, and the significant public and private need for the natural gas to be conveyed by the Project (discussed below), Transco respectfully submits that it has addressed the first public interest factor.

ii. The relative extent of the public and private need for the proposed regulated activity;

As to the second factor, pertaining to the relative extent of the public and private need for the Project, Transco has executed long-term, fully binding precedent agreements with National Grid for 100% of the Project capacity. National Grid has forecasted a need for additional natural gas supply to meet residential and commercial demands due to population and market growth within its service territory, and that this additional supply is needed for the 2021 heating season. Although the capacity is fully subscribed to serve peak day requirements in downstate New York, the Project will provide an important benefit to natural gas shippers and consumers in New Jersey:

- The New Jersey facilities will provide redundancy during planned and unplanned maintenance activities on Transco's natural gas infrastructure within the State.
    - The Project is designed to provide 400,000 Dth/d under peak conditions, however, shippers (especially LDC type shippers) do not typically require their full contractual volume except during an abbreviated time period during extreme weather conditions. Under normal conditions, the facilities constructed as part of the Project will enable Transco to manage maintenance outages and repairs; thus, minimizing impacts or interruption to all shippers on the system, especially those in New Jersey.
- In the event that the permits for the Project are denied and the Project is not constructed the anticipated increase in the average deliveries off of the Transco system could result in

material degradation of delivery pressures at existing delivery points and challenges associated with delivering existing firm shipper entitlements in New Jersey.

- Without the Project, utility providers would continue signing up customers to their service territory because they are obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request.
- This could, in turn, result in an increase in the normal load from the interstate pipeline transmission grid, resulting in an overall increase in average deliveries off of the Transco pipeline system in New Jersey.
- An increase in the average load would lead to operational challenges related to the scheduling of maintenance activities and a greater chance of impacts to all shippers in the northeast region, including those in New Jersey.
- As noted in Transco's Alternatives Analysis for the Project (see Appendix A), the purpose of the new Compressor Station 206 is to offset the pressure drop associated with transporting the additional volume of natural gas flowing through the pipeline.

On May 3, 2019, FERC issued to Transco a Certificate for the Project, finding that Transco sufficiently demonstrated that there is a sufficient purpose and need for the Project. FERC Certificate, ¶16. FERC noted that Transco has entered into long-term precedent agreements with National Grid for 100% of the capacity created by the project and that "Transco has sufficiently demonstrated that there is market demand for the project." Id.

Accordingly, there is significant public and private need for the additional supply of natural gas and the Project facilities.

iii. Where there are unresolved conflicts as to resource use, the practicability of using reasonable alternative locations and methods, to accomplish the purpose of the proposed regulated activity;

In addressing the practicality of reasonable alternative locations and methods, as required by the third factor, Transco provided the NJDEP with a robust alternatives analysis (Appendix A of this Application) that analyzed different options for avoiding and minimizing impacts to regulated features. Transco provided the NJDEP with a detailed discussion of Transco's interstate natural gas pipeline system, and how the existing system and hydraulic constraints informed the basis for the design of the Project and meeting the Project's purpose. Transco analyzed the use of various system alternatives, including a pipeline looping-intensive alternative that would have obviated the need for Compressor Station 206, but would have resulted in greater environmental impacts; the expansion of Transco's existing compressor station facilities; and even the use of electric motors at Compressor Station 206, as opposed to gas turbines.

In addition to system alternatives, Transco performed a comprehensive analysis of alternate sites for Compressor Station 206 using a multi-tiered approach that focused on parcel configuration and logistical constraints, availability, and the presence of wetlands and transition areas. See Appendix A, Section 4.1. As stated above, in response to NJDEP's November 27, 2019 letter outlining regulatory deficiencies associated with Transco's June 2019 application for a FWW IP, Transco is proposing an access road on an adjacent parcel to eliminate impacts on wetlands,

wetland transition areas, and waterways associated with the previously proposed access road included in Transco's June 12, 2019 FWW IP application. Given that the impacts to regulated features are only associated with the Compressor Station 206 suction and discharge piping area, Transco considered, and, where practicable, implemented alternatives that would avoid or minimize these impacts. See Appendix A, Section 4.2. As noted above, Transco also considered and implemented certain minimization measures to reduce impacts, including reduction in the width and length of the suction and discharge piping ROW, thereby reducing the impacts of these facilities on regulated features. See response to item 2 above.

Lastly, Transco minimized impacts caused by the Madison Loop by co-locating the pipeline facilities with Transco's existing ROW to the maximum extent practicable. Transco also analyzed the use of HDD and conventional bore along the route of the Madison Loop in order to avoid or minimize direct impacts to regulated areas, including wetlands and transition areas. Transco also reduced the width of its workspace at wetlands crossings from 90 feet to 75 feet where practicable.

Thus, Transco has sufficiently addressed the practicability of using other alternative locations and methods in connection with the construction of the Project.

iv. The extent and permanence of the beneficial or detrimental effects which the proposed regulated activity may have on the public and private uses for which the property is suited;

Transco has also sufficiently addressed the "extent and permanence of the beneficial or detrimental effects of the Project on public and private uses for which the propert[ies] [are] situated." N.J.A.C. 7:7A-10.2(b)12iv. Transco considered both the temporary and permanent impacts of the Project and, based on extensive discussions between Transco and the NJDEP (see copies of correspondence with NJDEP in Appendix E), both permanent and temporary impacts to freshwater wetlands have been substantially reduced to the greatest extent practicable.

Disturbances to wetlands and wetland transition areas include both temporary and permanent impacts. Impacts to these regulated areas have been avoided and/or minimized to the greatest degree practicable to allow for the successful construction of the Certificated Project. Transco's commitment to implementing BMPs, such as soil erosion and sediment control measures and the timely restoration of vegetated areas following construction activities, are anticipated to reduce the potential for significant short or long-term adverse impacts resulting from the Project. See Del. Riverkeeper Network v. Sec'y, Pa. Dep't of Envntl. Prot., 833 F.3d at 382 (holding that the NJDEP appropriately considered this factor where the pipeline company was required to implement BMPs during construction and restoration).

v. The quality and resource value classification pursuant to N.J.A.C. 7:7A-3.3 of the wetland, which may be affected and the amount of freshwater wetlands to be disturbed;

Pursuant to the fifth factor, Transco addressed the resource value classification of the impacted wetlands. Transco identified each wetland impacted by the Project, and indicated the location,

wetland type, and the resource value classification required under the FWPA Rules. As described above, Transco determined one is considered "exceptional" because it is located within habitat documented to contain threatened or endangered species; four wetlands have been identified as "ordinary", and 12 have been identified as "intermediate". Additionally, two wetlands are a combination of "exceptional/intermediate" resource value as it includes areas with both suitable habitat for threatened or endangered species as well as areas lacking suitable threatened and endangered species habitat. Transco has identified and thoroughly documented these resources as part of this Application. It should also be noted, as described above, Transco eliminated impacts on "exceptional" resource value wetlands and transition areas associated with the Compressor Station 206 access road. See Section 8 of Transco's Supplemental Wetland Delineation Report in Appendix H.

vi. The economic value, both public and private, of the proposed regulated activity to the general area; and

As to the sixth factor, there are several reasons why the Project would have both public and private economic value. FERC analyzed the economic impacts of the Project and concluded in the FEIS that the Project would have beneficial economic effects on state and local economies. Specifically, FERC found that the Project will create "a short-term stimulus to the affected areas through payroll expenditures, local purchases of consumables and project-specific materials, and sales tax" and that "operation of the Project would result in long-term property tax and submerged land easement fee benefits in the counties and localities in New Jersey and New York in the Project area." Final EIS, p. 4-278. For New Jersey, the Project will create: 2,400 union jobs and generate $240 million in additional economic activity.

In addition to economic benefits to New Jersey, the Project would have significant health and safety benefits to the surrounding area in New Jersey, as discussed by FERC in the final EIS. The Project will support growing demand for natural gas as a result of New York City's mandate requiring the conversion of buildings from heavy heating oils. Final EIS, p. 1-3; Resource Report 1. New York City's 2011 PlaNYC called for an "increase [in] natural gas transmission and distribution capacity to improve reliability and encourage conversion from highly polluting fuels." The City recognized that increased natural gas capacity would be required to pursue clean distributed generation and conversions from heating oil. In 2011, New York City began the planned phase-out of No. 4 heating oil by 2030. Resource Report 1. As the Project will displace the use of No. 4 fuel oil in New York City and Long Island, ozone precursors of NOx, SO_2, and PM will be significantly reduced. For instance, National Grid estimates that "[t]hese conversions displace 900,000 barrels of oil per year and lower CO_2 emissions by 200,000 tons per year", and "lower other local emissions by 300 tons per year, including smog, acid rain and particulates that have negative health and environmental effects." This is the equivalent of removing 500,000 cars from the road, vastly improving our regional air quality. See May 14, 2018 Comment of National Grid on Draft EIS, p. 3. Reducing emissions of these compounds will improve air quality within the Northern New Jersey-New York-Connecticut air quality control region. These emissions reductions and associated public health benefits will be shared across this airshed.

National Grid estimates that over the next ten years, peak day gas demand in its service territories will grow by more than 10% largely due to the conversion from oil to natural gas heating systems, as well as increased demand from new customers. Comments of National Grid on the Draft EIS, p. 1-2. National Grid states that the Project will allow it to continue converting thousands of customers each year from heavy heating oils to natural gas. National Grid 4/2/19 Letter to FERC. Without the additional capacity from the Project, National Grid states that it is possible that it would have to eventually turn away new gas customers. Comments of National Grid on the Draft EIS, p. 3.

Additionally, the Project would provide additional natural gas supply during periods of increased peak demand resulting from increased residential and commercial usage related to population and market growth and the phase-out of fuel oil in New York City. In addition, the Project would add to the reliability of the New York City area's natural gas system by diversifying the transportation pathways used to supply New York City with natural gas. See Del. Riverkeeper Network v. Sec'y, Pa. Dep't of Envntl. Prot., 833 F.3d at 382 (holding that the NJDEP appropriately "found that the project would provide public and private economic value by expanding Transco's pipeline system capacity and serving end-users").

vii. The functions and values provided by the freshwater wetlands and probable individual and cumulative impacts of the regulated activity on public health and fish and wildlife;

Transco thoroughly addressed the functions and values of the wetlands impacted by the Project and impacts on the public health and fish and wildlife.

As noted by Transco, given the actively managed nature of the areas along the majority of the Madison Loop, certain habitat functions and values would be expected to be somewhat diminished in these areas, when compared to the extent provided by the surrounding, undisturbed, emergent, scrub/shrub, or forested wetland communities.

Alteration to habitat functions provided by PFO and PSS wetlands will occur due to disturbances of these wetland communities. Such alterations will result in changes such as vegetation composition and structure, increased exposure to wind, light, and temperature fluctuations. In locations where the proposed Project is not co-located with other, existing utility or roadway corridors, these changes will also result in new habitat fragmentation. These changes will likely modify the species composition of wildlife using these areas. Permanent conversion of PFO/PSS wetlands could also potentially alter flood storage capacity of wetlands, particularly in floodplain wetlands. Permanent conversion of PFO wetlands could also result in an aesthetic effect to these areas and to users who access these areas.

Transco has sought to minimize impacts to wetlands and transition areas by avoiding and/or reducing disturbance areas to the greatest extent practicable. While the disturbance of wetlands during construction of the Project may have negative impacts on wetland functions and other secondary impacts, Transco has demonstrated that it designed the Project to avoid and minimize these impacts to the greatest extent practicable. Transco will implement BMPs such as soil erosion and sediment control measures and the timely restoration of vegetated areas following

construction activities, which are anticipated to reduce the potential for significant short or long-term adverse impacts resulting from the Project. See Application, Section 7. In PFO/PSS wetlands located in temporary workspaces outside of the permanent maintenance corridor, vegetation clearing will consist of cutting vegetation flush to the ground, and no grubbing of stumps is proposed. This clearing method will serve to preserve vegetation composition and effectuate regeneration of said vegetation. Additionally, these temporary workspaces will be restored in-place, in accordance with a NJDEP approved restoration plan. Over time, these temporary workspaces will recapture functions and values lost during construction of the proposed Project.

As to impacts on fish and wildlife, Transco consulted with NJDEP and USFWS to determine potential impacts to certain threatened and endangered species. These impacts and any timing restrictions are discussed within Transco's application.

Additionally, assuming the Project is constructed, Transco has committed to implement long term emission reduction projects to more than offset short term construction emissions in Northern New Jersey and thereby by providing grants and financial assistance for the purchase of new and more fuel-efficient trucks to eligible owners of existing drayage trucks that transport goods at the New Jersey ports, and additionally to provide financial assistance to New Jersey Transit in order that it may retrofit locomotive engines or electrify its buses. Transco will commit to replacing up to 450 of the worst emitting drayage trucks around the Port of Newark and replacing them with 2014 or newer models that are virtually zero emissions. The truck replacement program will result in a potential NOx reduction of more than 121 tons annually- a tremendous step forward for Newark and other communities impacted by port emissions. Transco will also commit to upgrade and/or modify for increased efficiency up to 33 of NJ Transit's worst polluting diesel engines and replacing them with vastly cleaner EPA certified Tier 3 engines – resulting in a potential NOx reduction of 1,282 tons annually. A capital investment of millions of dollars, these long-term emissions reduction projects will reduce diesel-related emissions in the immediate region of the Project and will more than offset the air emissions associated with construction and operation of the Project, improving local air quality and benefitting public health. In fact, these voluntary long-term emissions reduction projects, coupled with Transco's retiring of Emission Reduction Credits, would result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206.

For the reasons set forth above, Transco respectfully submits that the Project is in the public interest.

13. Will not involve a discharge of dredged material or a discharge of fill material, unless the material is clean, suitable material free from toxic pollutants in toxic amounts, which meets Department rules for use of dredged or fill material.

Construction of the suction and discharge piping and tie-in for Compressor Station 206 site will require the placement of fill materials; the fill materials shall comply with this condition.

14. Is consistent with the applicable approved Water Quality Management Plan (208 Plan) adopted under the New Jersey Water Quality Planning Act, N.J.A.S. 58:11A-1 et seq., unless the activities are not subject to the Department's Water Quality Management Planning rules at N.J.A.C. 7:15.

Not applicable. The proposed Project consists of installing new pipeline infrastructure.

15. In accordance with N.J.A.C. 7:7A-2.7, is part of a project that in its entirety complies with the Stormwater Management rules at N.J.A.C. 7:8.

Both the Madison Loop and Compressor Station 206 portions of the project are classified as "major development" under the Stormwater Management Rules. Activities related to construction of the Madison Loop will not result in any physical improvements or the introduction of new impervious surfaces. Linear development projects, including construction of an underground utility line provided disturbed areas are revegetated upon completion are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements pursuant to N.J.A.C. 7:8-5.2(d). As proposed, all areas impacted for construction of the proposed pipeline will be returned to existing grade and will be stabilized and or restored in accordance with soil erosion and sediment control measures and/or a restoration plan prepared for the project. Other than implantation of soil erosion and sediment control measures, no additional stormwater management are proposed for installation of the Madison Loop. Measures to address stormwater management for Compressor Station 206 have been developed and are outlined in the Stormwater Management Report prepared by AECOM, dated January 2020 and included with this application submission. The Stormwater Management Report also reflects all changes and requests for additional information from NJDEP as described in the NJDEP comments (see Appendix K). The proposed Project is in compliance with the Stormwater Management Rules.

SECTION 5

ADDITIONAL REQUIREMENTS FOR A NON WATER-DEPENDENT ACTIVITY IN A WETLAND OR SPECIAL AQUATIC SITE (N.J.A.C. 7:7A-10.3) OR IN EXCEPTIONAL RESOURCE VALUE WETLANDS OR TROUT PRODUCTION WATERS (N.J.A.C. 7:7A-10.4)

N.J.A.C. 7:7A-10.3(c):

1. The project purpose cannot reasonably be accomplished using one or more other sites in the general region that would avoid or reduce the adverse impact on an aquatic ecosystem.

By design, looping is when one pipeline is laid parallel to another and is used as a method to increase capacity along an existing ROW. Based on the Project purpose and need to increase capacity, the Madison Loop was sited adjacent to existing pipelines and to the extent practicable in the existing pipeline ROW to avoid and minimize impacts to surrounding resources. As detailed in Section 4 and in Transco's Alternatives Analysis, there is no other location or route for the Madison Loop that would avoid or reduce adverse impacts on the aquatic ecosystem.

As discussed above in Section 4 and in Transco's Alternatives Analysis, Transco performed a comprehensive siting analysis for Compressor Station 206. This analysis took into consideration parcel availability, parcel configuration and presence of regulated freshwater wetlands, transition areas, and state open waters. After applying these criteria, Transco was able to narrow its search to five potential sites. Transco then applied additional considerations to these sites to further refine its analysis. Specifically, Transco analyzed impacts associated with operation and construction workspaces, access road requirements, suction and discharge piping requirements, workspace needed for tie-in to Transco's Mainlines, and whether a pig launcher and receiver would be needed at each site. There are no other sites in the region that would both satisfy the basic Project purpose and avoid or reduce the adverse impact on the aquatic ecosystem.

In response to NJDEP's November 27, 2019 letter outlining regulatory deficiencies associated with Transco's June 2019 application for a FWW IP), Transco is proposing an access road (Higgins Farm access road) on an adjacent parcel to eliminate impacts on wetlands, wetland transition areas, and waterways associated with the previously proposed access road (Trap Rock access road) included in Transco's June 12, 2019 FWW IP application. Transco has demonstrated through its Alternatives Analysis that there are no alternative sites or locations for the access road that would have lesser impacts on the aquatic ecosystem.

As set forth in Appendix A, New Jersey Alternatives Analysis for the Northeast Supply Enhancement Project, the proposed Project and its individual components cannot reasonably be accomplished using one or more other sites in the general region.

2. The basic project purpose cannot reasonably be accomplished if there is a reduction in the size, scope, configuration, or density of the project as proposed.

Since Transco's initial application for the Project in June 2017, Transco has undertaken multiple engineering design revisions to reduce the size, scope and configuration of the proposed Project to the maximum extent practicable while still meeting the needs of the Northeast Supply Enhancement Project. See Section 4 N.J.A.C. 7:7A-10.2(b)2 above for a description of the changes to the limits of disturbance and facility configurations that have been made in response to environmental constraints and comments made by the NJDEP. Further reductions to the size and/or configuration of currently proposed Project components, would be such that the basic purpose of the Project could not be reasonably accomplished. Measures to avoid, reduce and/or minimize impacts to regulated areas have been employed to the greatest degree practicable while still allowing for successful Project implementation.

3. The basic project purpose cannot reasonably be accomplished by an alternative design that would avoid or reduce the adverse impact on an aquatic ecosystem.

There are no alternate designs that would avoid or reduce the adverse impact to regulated areas while still accomplishing the basic needs and purpose of the proposed Project. Impacts to wetlands, wetland transition areas and State open waters are unavoidable due to the required location, configuration, and size of the proposed Project and its related elements. Alternatives and avoidance and minimization measures have been considered as discussed above in Section 4; however, it has been determined that only the preferred alternative will allow for the successful implementation of the proposed activities in their goal to meet the considered purpose and need for the Northeast Supply Enhancement Project.

While the proposed design is required to accomplish the project purpose and need, the proposed construction activities have been designed to avoid, reduce and/or minimize impacts to the aquatic ecosystem to the greatest extent practicable while still allowing for successful implementation of the Northeast Supply Enhancement Project. Transco has made the following workspace modifications to reduce impacts on regulated features:

Associated with the Madison Loop:

- Reduced the ATWS requested at MP9.31 to reduce impacts on wetland W-T15-002A-1. This has resulted in a reduction of 0.018 acre of PEM wetland impacts.
- Reduced the ATWS requested at MP10.08 to reduce impacts on wetlands W-T01-014A-1 and W-T01-014B1. This has resulted in a reduction of 0.014 acres of PEM and 0.009 acres of PSS wetland impacts.
- Reduced the ATWS requested at MP11.46 to reduce impacts on wetland W-T07-004D-1. This has resulted in a reduction of 0.105 acres of E2EM wetland impact.
- Reduced the ATWS requested at MP8.71 to reduce impacts on wetland W-T01-007A-1. This has resulted in a reduction of 0.005 acres of PEM wetland impacts.

Associated with Compressor Station 206:

- Change in proposed access road to use the Higgins Farm access road instead of the previously proposed Trap Rock access road. This change has resulted in the elimination of impacts on NJDEP regulated wetlands, wetland transition areas, and waterbodies associated with the access road.
- Modified the alignment of the suction and discharge piping and thereby reduced the total length of piping from approximately 700 to 550 feet. This has resulted in a reduction of 0.220 acre of wetland impacts.
- Reduced the footprint of the infiltration basin through the modification of impervious surfaces within Compressor Station 206 to eliminate impacts to exceptional resource value wetland transition areas from the infiltration basin footprint.

4. In cases where the applicant has rejected alternatives to the project as proposed due to constraints such as inadequate zoning, infrastructure or parcel size, the applicant has made reasonable attempts to remove or accommodate such constraints.

Please refer to the New Jersey Alternatives Analysis for the Northeast Supply Enhancement Project which describes the attempts made by Transco to remove and accommodate constraints that led Transco to reject alternatives to the proposed Project (Appendix A). Transco's June 2019 permit applications detailed its previous attempts to remove constraints associated with its use of the Higgins Farm access road. However, in light of NJDEP's November 27, 2019 letter, Transco is now seeking approval from the FERC to use the Higgins Farm access road. Given the presence of a Deed of Easement that prohibits the conveyance of an easement for non-agricultural uses, Transco must file a condemnation action to acquire the necessary rights in the Higgins Farm access road.

5. If any of the portion of the proposed activity will take place in an exceptional resource value wetland or in trout production waters, the requirements of N.J.A.C. 7:7A-10.4 are met.

The only Project components that impact exceptional resource value wetlands are the Compressor Station 206 suction and discharge piping area and a very small portion of the Madison Loop. As the set forth in more detail below, Transco has demonstrated that these components, and Project as a whole, satisfy a compelling public need and that denial of the permit would impose an extraordinary hardship on Transco.

7:7A-10.4 Additional requirements for a non-water dependent activity in exceptional resource value wetlands or trout production waters

(a) If an applicant proposes a non water-dependent activity in wetlands of exceptional resource value or in trout production waters, the applicant, in addition to complying with all other requirements in this subchapter, shall also demonstrate either:

1. That there is a compelling public need for the proposed activity greater than the need to protect the freshwater wetland or trout production water, and that the need cannot be met by essentially similar projects in the region which are under construction or expansion, or which have received the necessary governmental permits and approvals; or

By letter, dated November 27, 2019, NJDEP acknowledged Transco's withdrawal of its applications for a Freshwater Wetlands Individual Permit, Flood Hazard Area Individual Permit and Verification, and Waterfront Development Individual Permit, and set forth statutory and regulatory deficiencies associated with the withdrawn applications that Transco would need to address in the event Transco reapplied for these same permits. Among these deficiencies, NJDEP stated that, in order to establish a compelling public need for the Project, Transco would need to demonstrate concurrence from New York that the additional natural gas capacity to be supplied by the Project is needed.

Importantly, the Rules require only that an applicant establish either a compelling public need or extraordinary hardship. Transco's application establishes both.

A. The FERC's Issuance of A Certificate Of Public Convenience And Necessity Conclusively Established A Compelling Public Need For The Project

The Department has historically relied on FERC's issuance of a Certificate of Public Convenience and Necessity (Certificate) to satisfy the requirement set forth in N.J.A.C. 7:7A-10.4, that there be a compelling public need for the regulated activity. For instance, on Transco's Leidy Southeast Expansion Project, the Department specifically relied on the FERC Certificate, stating:

> FERC has issued an Order dated December 18, 2014 which determined that 'the project is required by the public convenience and necessity,' therefore, there is need for the project. The Department concurs that there is a compelling public need for the project that cannot be met with similar projects in the region. [April 6, 2015 Staff Summary Report, DLUR File No. 0000-13-0012.1.]

This determination was challenged at the U.S. Court of Appeals for the Third Circuit and was ultimately upheld. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d 360, 380 (3d Cir 2016)(holding that NJDEP appropriately determined that the compelling public need for the project outweighed the impact on exceptional resource value wetlands).

The Department's historic reliance on the FERC Certificate is not limited to the review of applications for Land Use Regulation Program permits. The Department has also relied on FERC's issuance of a Certificate in the context of Green Acres diversions for interstate natural gas pipeline projects. Similar to the FWPA Rules, the Green Acres Rules require that a project for which a disposal or diversion of parkland is proposed fulfill a compelling public need. N.J.A.C. 7:36-26.1(d). For over the past 10 years, the Department has pointed to FERC's issuance of a Certificate as satisfying this requirement. See e.g. December 29, 2014 State House

Commission Summary of Montgomery Township's diversion request in connection with Transco's Leidy Southeast Expansion Project (conditioning approval of the diversion on FERC's issuance of a Certificate to Transco); May 14, 2012 State House Commission Summary of Ringwood Borough's diversion request in connection with Tennessee Gas Pipeline Company, L.L.C.'s Northeast Upgrade Project (same).

On May 3, 2019, FERC issued a Certificate to Transco finding that "the public convenience and necessity requires approval of the project." Certificate at ¶18. Accordingly, FERC's determination should be all that is required to satisfy the compelling public need requirement under N.J.A.C. 7:7A-10.4 since it is consistent with the Department's longstanding interpretation of its regulations and reliance on the FERC Certificate in satisfaction of the applicable regulations.

However, the Department is now arbitrarily requiring that New York concur with FERC's finding of need to ensure that the Project is not constructed in New Jersey without an endpoint for the proposed additional capacity. We believe this requirement is contrary to the law and a break from precedent.

Every issued permit includes a standard condition that the permitee must obtain all applicable federal, state and local permits. N.J.A.C. 7:7A-20.2(b)3. This condition would address the Department's concerns regarding construction occurring in New Jersey before New York has acted on Transco's request for federal authorizations. The Department could also require, through a pre-construction permit condition, that Transco not begin construction in New Jersey without having received the necessary federal authorizations from New York.

To the extent the Department is requiring New York's concurrence for the Department to issue a permit, such a requirement is outside the bounds of well-established law. FERC has exclusive authority to determine whether an interstate natural gas pipeline project is in the public convenience and necessity, and FERC has spoken. See Schneidewind v. ANR Pipeline Co., 485 U.S. 293, 300-301 (1988) (holding that where state regulation affects the ability of the FERC to regulate interstate natural gas, the state regulation will be preempted); See also Islander East Pipeline v. Conn. Dept. of Envtl. Prot., 467 F.3d 295, 305 (2d Cir.2006) ("Congress wholly preempted and completely federalized the area of natural gas regulation by enacting the NGA"); and National Fuel Gas Supply Corp. v. Public Service Com'n of State of N.Y., 894 F.2d 571, 579 (1990)(holding that issues sought to be regulated by the New York Public Service Commission, including the basis for the need for the proposed facilities, were "directly considered by the FERC [and] [u]nder Schneidewind, such direct consideration is more than enough to preempt state regulation").

In fact, "FERC may reasonably rely on the pipeline company's binding contracts as evidence of market need and proof that the Project is self-supporting." Twp. of Bordentown v. FERC, 903 F.3d 234, 262-63 (3rd. Cir. 2018). As numerous courts have held, FERC need not "look beyond the market need reflected by the applicant's existing contracts with shippers." Id. at 263 (citation and quotations omitted). Here, FERC relied on the binding agreements between Transco and National Grid in finding a public need for the gas. FERC's word on this issue is conclusive.

New York's questioning the need for the gas is not relevant to whether there is a need for Transco's Project, and amounts to a collateral attack on FERC's finding of need in issuing the Certificate. Similarly, the Department's requirement that New York concur with the need for the gas transported by the Project is also a collateral attack on the Certificate. It is well established that disputes over the validity of the FERC's issuance of a Certificate, as well as the procedures used for its issuance, must be brought to the FERC via an application for rehearing. Tennessee Gas Pipeline v. 104 Acres in Prov. Cty., 749 F.Supp. 427, 430 (D.R.I. 1990) citing 15 U.S.C. §717r(a). Notably, neither New York nor New Jersey have filed a request for rehearing challenging the FERC's finding of need. The Department requirement that New York concur with the need for the gas undermines FERC's determination of need and is arbitrary and capricious.

For these reasons, FERC's issuance of the Certificate to Transco established that there is a compelling public need for the Project, consistent with the Department's longstanding interpretation of its regulations.

B. The FWPA Rules are Preempted to the Extent they Exceed New Jersey's Authority Under the Clean Water Act

In addition, the Department Rules pertaining to compelling public need exceed the scope of its authority under the Clean Water Act and are preempted to the extent they conflict with the FERC Certificate.

In passing the Energy Policy Act of 2005 (EPAct), Pub. L. No. 109-58, 119 Stat. 594 (2005), Congress amended the Natural Gas Act to, among other things, grant federal Courts of Appeals jurisdiction to review permitting decisions over actions taken by State administrative agencies acting pursuant to federal law to issue, condition or deny a permit or other approval required under federal law for interstate natural gas pipeline projects. Furthermore, as amended by the EPAct, the Natural Gas Act designates FERC as "the lead agency for purposes of coordinating all applicable Federal authorizations and for the purposes of complying with the National Environmental Policy Act of 1969." 15 U.S.C. § 717n(b)(1). However, Congress made clear that, except as specifically provided for in the Natural Gas Act, the law would not affect "the rights of States" under the Coastal Zone Management Act, Clean Air Act or the Clean Water Act. 15 U.S.C. §717b(d). This "savings clause" effectively exempts States from the preemptive effect of the Natural Gas Act if they are acting pursuant to their authority under these federal laws. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d 360, 368 (3d. Cir. 2016) citing 15 U.S.C. §717b(d).

The NJDEP's authority to review this portion of Transco's Project derives from Sections 401 and 404 of the Clean Water Act. While a State's environmental review under the Clean Water Act is "carved out" from the preemptive effect of the Natural Gas Act, regulations that exceed that authority would be preempted. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d at 368, citing 15 U.S.C. §717b(d). See also AES Sparrows Point LNG, LLC v. Smith, 527 F.3d 120, 127 (4th Cir. 2008) (Williams, concurring)(expressing doubt about whether a local law that bans liquified natural gas terminal siting "can ever be a 'right of States under' the Coastal Zone Management Act", even if incorporated into the State's federal program).

During the Department's review of Transco's previous permit applications, the Eastern Environmental Law Center (EELC) argued that the FWPA regulations are not preempted since federal regulations governing New Jersey's assumption of authority under Section 404 of the Clean Water Act give NJDEP the discretion to impose more stringent requirements than federal law, citing 40 C.F.R. § 233.1(c). Specifically, the EELC relied upon language in the federal regulation which provides that "[n]othing in this part precludes a State from adopting or enforcing requirements which are more stringent or from operating a program with greater scope, than required under this part." As Transco previously noted, the EELC cherrypicked this language and ignored the order in which this language appears in the regulation. In other words, the EELC failed to read 40 C.F.R. § 233.1(c) in its entirety and in the correct sequence.

Specifically, 40 C.F.R. § 233.1(c) provides in its entirety that "[n]othing in this part precludes a State from adopting or enforcing requirements which are more stringent or from operating a program with greater scope, than required under this part. Where an approved State program has a greater scope than required by Federal law, the additional coverage is not part of the Federally approved program and is not subject to Federal oversight or enforcement." (emphasis added). Thus, the federal regulation makes clear that while a State may adopt requirements that are more stringent than a federal program, these requirements are not part of the State's delegated federal authority.

Again, while a State program may have a greater scope than the federal program, "the additional coverage is not part of the Federally approved program". [40 C.F.R. § 233.1(c).] While the federal 404 program requires the Corps to perform a similar public interest review to the one performed by the Department, compare 33 C.F.R. § 320.4(a) with N.J.A.C. 7:7A-10.2(b)12, nowhere is the Corps required to find a benefit to the municipality in which a project is located in order to approve a permit. Similarly, regulations pertaining to transition areas are not part of the federal program.

Furthermore, whether a project or regulated activity benefits the municipality is irrelevant to whether the project or activity complies with New Jersey's water quality standards. The Department's review of whether the Project serves the municipality in which it is located therefore exceeds the scope of its authority under Section 401 of the Clean Water Act.

Accordingly, the Department's regulations are preempted to the extent they exceed its authority under the Clean Water Act.

C. The Compelling Public Need Requirement, as Defined Under the FWPA, Constitutes an Undue Burden on Interstate Commerce.

The Commerce Clause provides that Congress has the power "to regulate Commerce…among the several States…" U.S. Const. art. I, §8, cl. 3. The Commerce Clause not only authorizes Congress to enact laws for the protection and encouragement of commerce among the states, but also prevents interference by states on matters pertaining to interstate commerce. Under the negative or dormant implications of the Commerce Clause, "a state is…precluded from taking any action which may fairly be deemed to have the effect of impeding the free flow of trade

between the states." Western Oil & Gas Assoc. v. Cory, 726 F.2d 1340, 1342 (9th Cir. 1984) quoting Hughes v. Oklahoma, 441 U.S. 322, 325-26 (1979)(internal quotations omitted).

The analysis of whether a state regulation violates the dormant Commerce Clause has been set out by the Supreme Court in Pike v. Bruce Church, Inc., 397 U.S. 137, 142 (1970). Under the "two- tiered approach," a state regulation that directly regulates or discriminates against interstate commerce, or has the effect of favoring in-state economic interests over out-of-state economic interests, will be struck down. If, however, a state statute has only indirect effects on interstate commerce and regulates evenhandedly, the court looks to whether the state's interest is legitimate and whether the burden on interstate commerce clearly exceeds the local benefits. Id. Determining whether a State law "discriminates" for purposes of the negative Commerce Clause analysis turns on whether the law gives "differential treatment of in-state and out-of-state economic interests that benefits the former and burdens the latter." Oregon Waste Sys. v. Dep't. of Envtl. Prot., 511 U.S. 93, 99 (1994). "If a restriction on commerce is discriminatory, it is virtually *per se* invalid" unless the state can show that the law "advances a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives." Id. at 99, 100. Furthermore, even if there is no overt discriminatory purpose, a law that has a discriminatory effect must also meet this higher level of scrutiny. Maine v. Taylor, 477 U.S. 131, 138 (1986).

During the Department's review of Transco's previous permit applications, the EELC disagreed with Transco's position that the compelling public need requirement of N.J.A.C. 7:7A-10.4(a)1 constitutes an undue burden on interstate commerce. Specifically, EELC argued that the burden on interstate transportation of natural gas from N.J.A.C. 7:7A-10.4(a)1 is incidental, and not affirmative. Transco disagrees.

At first glance, the additional burden placed on permittees proposing non-water dependent activity within an exceptional resource value wetland is evenhanded and requires, among other things, a showing that the compelling public need for the regulated activity outweighs impacts to the wetlands. However, the FWPA Rules define "compelling public need" to mean that "the proposed regulated activity will serve an essential health or safety need of the municipality in which the proposed regulated activity is located, that the public health and safety benefit from the proposed use and that the proposed use is required to serve existing needs of the residents of the State." N.J.A.C. 7:7A-1.3. The EELC itself notes that "'compelling public need' is only satisfied if the proposed project will serve the health or safety need of the particular municipality in which the regulated activity is located." See EELC August 2, 2019 comment at p. 6.

Contrary to the EELC's characterization of the FWPA Rules, N.J.A.C. 7:7A-10.4(a)1 is not meant to protect the public health and safety of the state, but to ensure that exceptional resource value wetlands are not impacted by development without good reason. The regulations limit the instances that justify impacts to exceptional resource value wetlands to those that have essential local benefits and serve the needs of the State. And therein lies a violation of the Commerce Clause . The EELC claims that the Rule regulates all natural gas pipelines the same way, but this is clearly not correct. Several commenters have argued that the Project does not serve the existing needs of the residents of the State and, therefore, cannot fulfill a compelling public

need. If this interpretation were correct, only those pipeline projects that service the state or municipality would be able to satisfy the "compelling public need" requirement of N.J.A.C. 7:7A-10.4(a)1, meaning interstate natural gas pipeline companies that transport gas to states other than New Jersey are treated differently than those regulated by the New Jersey Board of Public Utilities, which only provide natural gas for consumption in New Jersey. The Rule therefore has a discriminatory effect on interstate commerce and must pass "strict scrutiny", i.e. it must advance a legitimate local purpose that cannot be adequately served by reasonable nondiscriminatory alternatives." Oregon Waste Sys. v. Dep't. of Envtl. Prot., 511 U.S. at 100.

While the protection of exceptional resource value wetlands may be a legitimate local purpose, there are other reasonable nondiscriminatory alternatives that could be employed to adequately protect these resources. For one, the definition of "compelling public need" under the FWPA Rules can easily be revised to remove the references to the municipality and state without sacrificing the protections for exceptional resource value wetlands. There is simply no need for such limiting language.

Even assuming, as the EELC argues, that N.J.A.C. 7:7A-10.4(a)1 regulates evenhandedly, the Rule's burden on interstate commerce clearly exceeds the local benefits. Courts have held that state and local regulations that prohibit facilities authorized under the Natural Gas Act constitute an undue burden on interstate commerce.

For instance, in Transcontinental Gas Pipe Line Corp. v. Hackensack Meadowlands Development Commission, 464 F.2d 1358 (3d Cir. 1972), the Third Circuit held that the Hackensack Meadowlands Development Commission's ("Commission") outright prohibition of Transco's proposed Liquefied Natural Gas ("LNG") facilities pursuant to a regional master plan was an "unlawful interference with interstate commerce". Id. at 1363. In that case, Transco sought to construct facilities for the processing and storage of LNG within an area designated as the "Planning Area" on the Commission's Master Plan and, pursuant to the Hackensack Meadowlands Reclamation and Development Act, was required to obtain a building permit from the Commission prior to beginning construction. Id. at 1361. However, the Commission refused to issue the building permits to Transco, as Transco's proposed facilities were not a "permitted use." Transco sought a variance, but the Commission denied the variance, concluding that Transco's construction would "seriously restrict the range of possible uses in the surrounding areas" and that it would "fail to meet applicable planning and safety regulations." Id. at 1362. Transco brought suit in the U.S. District Court for the District of New Jersey to enjoin the Commission from interfering with Transco's project. Id. The District Court issued an order enjoining the Commission from interfering with construction and the Commission appealed.

On appeal, the Third Circuit noted that "[i]t is well established that the interstate transmission and sale of natural gas is within the regulatory ambit of the Commerce Clause of the constitution." Id. The Court reasoned that "[a]lthough the states are not precluded from imposing reasonable restraints and restrictions on interstate commerce, and although the authority to enact zoning ordinances under the state's police power is clear, it is equally settled that a state may not exercise that police power where the necessary effect would be to place a substantial burden on interstate commerce." Id. (internal citations omitted). The Court noted that "[a]lthough we are cognizant of the tremendous importance of sound community and

regional planning, we must also consider the needs of the New York-New Jersey metropolitan area for the adequate and efficient supply and delivery of natural gas." Id. at 1363 (internal citation omitted). The Court ultimately affirmed the District Court's findings that Transco's facilities would be built in accordance with all current federal safety standards and the District Court's determination that the Commission's denial was "'arbitrary', and 'an unwarranted imposition upon interstate commerce.'" Id.

N.J.A.C. 7:7A-10.4(a)1 would prohibit a federally authorized interstate natural gas pipeline project simply because the gas being transported would not be consumed in New Jersey. New Jersey cannot prevent impacts to exceptional resource value wetlands on the grounds that the regulated activity does not benefit the State. This is repugnant to the Commerce Clause.

In addition, the Department Rules pertaining to compelling public need exceed the scope of its authority under the Clean Water Act and are preempted to the extent they conflict with the FERC Certificate. The NJDEP's authority to review this portion of Transco's Project derives from Sections 401 and 404 of the Clean Water Act. While a State's environmental review under the Clean Water Act is "carved out" from the preemptive effect of the Natural Gas Act, regulations that exceed that authority would be preempted. See Del. Riverkeeper Network v. Sec'y Pa. Dept. of Envtl. Prot., 833 F.3d at 368, citing 15 U.S.C. §717b(d).

Federal regulations governing a State's assumption of authority under Section 404 of the Clean Water Act provide that, while a State program may have a greater scope than the federal program, "the additional coverage is not part of the Federally approved program". [40 C.F.R. § 233.1(c).] The federal 404 program does not have a similar requirement that a project perform a public interest review that is similar to the one performed by the Department, compare 33 C.F.R. § 320.4(a) with N.J.A.C. 7:7A-10.2(b)12, nowhere is the Corps required to find a benefit to the municipality in which a project is located in order to approve a permit. Similarly, regulations pertaining to transition areas are not part of the federal program.

Furthermore, whether a project or regulated activity benefits the municipality is irrelevant to whether the project or activity complies with New Jersey's water quality standards. The Department's review of whether the Project serves the municipality in which it is located therefore exceeds the scope of its authority under Section 401 of the Clean Water Act.

Accordingly, the Department's regulations are preempted to the extent they exceed its authority under the Clean Water Act.

D. The Project As A Whole Serves A Compelling Public Need That Outweighs The Minor Impacts To Wetlands

Under the FWPA regulations, "compelling public need" means:

> that based on specific facts, the proposed regulated activity will serve an essential health or safety need of the municipality in which the proposed regulated activity is located, that the public health and safety benefit from the proposed use and that the proposed use is

> required to serve existing needs of the residents of the State, and that there is no other means available to meet the established public need. [N.J.A.C. 7:7A-1.3]

Although the capacity is fully subscribed to serve peak day requirements in downstate New York, the Project will provide an important benefit to natural gas shippers and consumers in New Jersey.

Transco proposes to construct, install, and operate the Project facilities "to provide 400,000 dekatherms per day (Dth/d) of incremental firm natural gas transportation services to Brooklyn Union Gas Company and KeySpan Gas East Corporation (collectively referred to as National Grid) in order to serve National Grid's residential and commercial customers in the New York City area." FERC accession #20190125-3001), p. 1-3. National Grid is a regulated entity that is obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request. In order to meet that obligation, National Grid has reported that it identified the need for incremental gas transportation capacity to serve load growth in the boroughs of Brooklyn, Queens and Staten Island in New York City, as well Nassau and Suffolk Counties on Long Island. To support this growth, National Grid entered into an agreement with Transco to construct the NESE Project in order to enhance reliability of service to existing customers, as well as to satisfy growing demand for natural gas in its downstate New York service territory.

In 2017, the New York Independent System Operator forecasted that additional natural gas pipeline capacity would be needed in New York City due to increased population growth and the closure of two Indian Point nuclear power plants. Resource Report 1 p. 25 (FERC accession #20170907-5176), citing the 2017 Electricity Outlook: Powering New York City's Future. National Grid has stated that the Rockaway Transfer Point is the only delivery point that could serve their projected load growth and enhance reliability in its downstate service territories. National Grid 3/14/19 Letter to the New York State Department of Environmental Conservation (NYSDEC); Final Environmental Impact Statement (EIS), Appendix M, p. M-117. In March 2019, National Grid warned that during the 2018-19 winter season its infrastructure was again "put to the test," as its gas system was called on to deliver unprecedented volumes of gas to millions of customers. National Grid 3/14/19 Letter to NYSDEC. According to National Grid, most of its nearly two million customers in Nassau and Suffolk counties and in Brooklyn, Queens, and Staten Island, are residential customers that rely on natural gas for critical basic needs including heating, cooking, and hot water.

National Grid has entered into 15-year contracts for 100% of the capacity that will be created by the Project. According to National Grid, the Project, together with the existing RDL, will serve almost 40% of National Grid's peak day requirements in downstate New York and is necessary to satisfy growing demand. National Grid 3/14/19 Letter to NYSDEC. The Project will also improve system reliability by providing a needed supply path and maintaining supply in the event of a loss of service or maintenance repairs to the existing lateral, which is the only pipeline that currently serves the Rockaway and Long Beach delivery points. Final EIS, p. 1-3; National Grid 3/14/19 Letter to NYSDEC.

The Project will enhance the reliability of the local, state, and regional natural gas supply system and is designed to improve public health and enhance the environment by improving existing air quality, replacing less environmentally friendly fuels such as heating oil, and integrating an impact avoidance and minimization premise into all Project component siting and design while mitigating any remaining impacts to the surrounding environment. The existing Transco system delivers **one half** of the natural gas consumed in the Garden State and the Project improves the reliability/resiliency of the system in New Jersey, and therefore benefits local residents and businesses. The system has reliably served New Jersey since 1951 providing fuel to heat and cool homes, cook food, and address other basic public needs.

- The New Jersey facilities will provide redundancy during planned and unplanned maintenance activities on Transco's natural gas infrastructure within the State.
    - The Project is designed to provide 400,000 Dth/d under peak conditions, however, shippers (especially Local Distribution Company-type shippers) do not typically require their full contractual volume except during an abbreviated time period during extreme weather conditions. Under normal conditions, the facilities constructed as part of the Project will enable Transco to manage maintenance outages and repairs; thus, minimizing impacts or interruption to all shippers on the system, especially those in New Jersey.
- In the event that the permits for the Project are denied and the Project is not constructed, the anticipated increase in the average deliveries off of the Transco system could result in material degradation of delivery pressures at existing delivery points and challenges associated with delivering existing firm shipper entitlements in New Jersey.
    - Without the Project, utility providers would continue signing up customers to their service territory because they are obligated by the New York State Public Service Commission to provide safe, reliable energy service upon request.
    - This could, in turn, result in an increase in the normal load from the interstate pipeline transmission grid, resulting in an overall increase in average deliveries off of the Transco pipeline system in New Jersey.
    - An increase in the average load would lead to operational challenges related to the scheduling of maintenance activities and a greater chance of impacts to all shippers in the northeast region, including those in New Jersey.
    - As noted in Transco's Alternatives Analysis for the Project (see Appendix A), the purpose of the new CS 206 is to offset the pressure drop associated with transporting the additional volume of natural gas flowing through the pipeline.

The Project would also have economic benefits to the State and local communities. Transco's formal economic impact study concludes that the Project would:

- Generate approximately $240 million in additional economic activity (GDP) in New Jersey,
- Support more than 2,400 local New Jersey jobs and 3,186 regional jobs during the project construction period. Generating approximately $172 million in potential income for New Jersey workers,
- Add $418,300 in local tax revenues in Somerset County and $16 million total in new local and state tax revenue,

- Have minimal impact on surrounding neighbors and the environment. In its proposed location the facilities will be largely out of sight, with virtually zero impact on noise or air quality.

FERC analyzed these economic impacts of the Project and concluded in the Final Environmental Impact Statement (FEIS) that the Project would have beneficial economic effects on state and local economies. FERC specifically found that the Project will create "a short-term stimulus to the affected areas through payroll expenditures, local purchases of consumables and project-specific materials, and sales tax" and that "operation of the Project would result in long-term property tax and submerged land easement fee benefits in the counties and localities in New Jersey and New York in the Project area." Final EIS, p. 4-278.

In addition, the Project will result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206, a significant health and safety benefit to the surrounding area in New Jersey:

- According to National Grid, the conversions that will occur as a result of the Project will displace 900,000 barrels of oil per year and reduce CO_2 emissions by more than 200,000 tons per year. This is the equivalent of removing 500,000 cars from the road. National Grid 3/14/19 Letter to NYSDEC. Specifically, the project will displace the use of No. 4 fuel oil in New York City and Long Island, significantly reducing ozone precursors of nitrogen oxides (NOx), sulfur dioxide (SO_2), and particulate matter (PM). Reducing emissions of these compounds will improve air quality within the Northern New Jersey-New York-Connecticut air quality control region. These emissions reductions and associated public health benefits will be shared across this airshed.
- In addition, assuming the Project is constructed, Transco has committed to implement long term emission reduction projects to more than offset short term construction emissions in Northern New Jersey by providing grants and financial assistance for the purchase of new and more fuel-efficient trucks to eligible owners of existing drayage trucks that transport goods at the New Jersey ports, and additionally to provide financial assistance to New Jersey Transit in order that it may retrofit locomotive engines or electrify its buses. Transco will commit to replacing up to 450 of the worst emitting drayage trucks around the Port of Newark and replacing them with 2014 or newer models that are virtually zero emissions. The truck replacement program will result in a potential NOx reduction of more than 121 tons annually- a tremendous step forward for Newark and other communities impacted by port emissions. Transco will also commit to upgrade and/or modify for increased efficiency up to 33 of NJ Transit's worst polluting diesel engines and replacing them with vastly cleaner EPA certified Tier 3 engines – resulting in a potential NOx reduction of 1,282 tons annually. A capital investment of millions of dollars, these long-term emissions reduction projects will reduce diesel-related emissions in the immediate region of the Project and will more than offset the air emissions associated with construction and operation of the Project, improving local air quality and benefitting public health. In fact, these voluntary long-term emissions reduction projects, coupled with Transco's retiring of Emission Reduction Credits, would result in more than double the permanent offset of temporary construction emissions and the ongoing operational emissions at Compressor Station 206.

For these reasons, the Project will serve a compelling public need as defined under the FWPA Rules.

E. **The Suction And Discharge Piping And Tie-In Area Of Compressor Station 206 Serve A Compelling Public Need For The State And Municipality**

By relocating the CS 206 access road to the Higgins Farm property, Transco has eliminated all impacts to freshwater wetlands, transition areas, and riparian zones associated with access to CS 206. Accordingly, the only impacts associated with the construction and operation of CS 206 are a result of the proposed tie-in and suction and discharge piping. The only other Project component that impacts exceptional resource value wetlands would be a very small portion of the Madison Loop.

As thoroughly detailed in Transco's Alternatives Analysis, there is no practicable alternative to the location of these facilities that would have fewer impacts to regulated features. CS 206 cannot function without tying into Transco's existing pipelines. Siting the tie-in assembly at a different location along the existing pipelines would either be impracticable or increase the length of suction and discharge piping and associated wetland impacts. The current location of these essential facilities is the least impactful site available, and the location fulfills the Project need and provides necessary system redundancy, which will benefit New Jersey and the municipality. The suction and discharge piping and tie-in area are essential to the Project, its safe operation, and the health and safety of the neighboring community.

The compelling public need for the Project and the individual Project components outweigh the relatively minor amount of impacts to exceptional resource value wetlands.

2. That denial of the permit would impose an extraordinary hardship on the applicant brought about by circumstances peculiar to the subject property.

By using the Higgins Farm access road, Transco has eliminated impacts to wetlands, wetland transition areas, waterbodies, and riparian areas (including exceptional resource value wetlands and transition areas) associated with access to Compressor Station 206. However, the circumstances peculiar to the Compressor Station 206 site, namely the location of the exceptional resource value wetlands and limited points of connection to the Transco Mainline, make it impossible for Transco to construct the Project without impacting these wetlands and their associated transition areas. As set forth above, Transco has established that it has avoided and minimized impacts to regulated areas, including wetlands and transition areas, to the greatest extent practicable.

The denial of the permit imposes an extraordinary hardship on Transco due to the circumstances peculiar to the Compressor Station 206 site. N.J.A.C. 7:7A-10.4(a)2.

- The only impacts to wetlands (exceptional or otherwise) associated with Compressor Station 206 is the proposed suction and discharge piping area. This is necessary for the construction, operation, and maintenance of Compressor Station 206 and, therefore, the Project as a whole.

- Compressor Station 206 must tie into Transco's existing pipelines. There are specific requirements for siting the tie-in assembly, and it cannot be located at another place along Transco's existing pipelines as doing so would either be impracticable or create greater wetlands impact. There is no practicable alternative location or design of the tie-in and suction and discharge that would have fewer impacts to regulated features.

Accordingly, the location of Transco's existing pipelines on the Compressor Station 206 site and the fact that here are no practicable alternative locations for the suction and discharge piping and tie-in area that would have lesser environmental impacts, necessarily requires the limited impacts to these wetlands and transition areas. Transco has established that it has avoided and minimized impacts to regulated areas, including wetlands and transition areas, to the greatest extent practicable.

In addition, Transco sought to co-locate the Madison Loop with existing utility corridors and ROWS as the use of co-location reduces impacts. Transco cannot route the Madison Loop around exceptional value wetlands without creating additional land use impacts.

In addition, the State of New Jersey will suffer a hardship without the Project with impacts to system reliability and a loss of opportunity to realize the economic and air quality benefits from the construction and operation of the Project. As noted throughout this permit application, these benefits include system reliability and redundancy, additional jobs, additional local and state tax revenue, reduced ozone precursors, reduced carbon emissions from the project itself, and the implementation of emissions reductions projects and the retiring of Emissions Reductions Credits.

On May 3, 2019, FERC issued to Transco, in its Docket No. CP17-101-000, a Certificate authorizing Transco to construct, operate, and maintain the Project. Given that more than two years have passed since Transco first applied for these permits, it is imperative that the Department process and issue these permits as soon as possible so that Transco can comply with various time-of-year constraints established for onshore and offshore construction and meet its contractual in-service date in the fourth quarter of 2021.

Transco is suffering an extraordinary hardship as a result of the Department's denial of the permits. If the Department were to deny Transco's permit applications after Transco has further reduced impacts by using the Higgins Farm access road, Transco will be unable to construct and operate Compressor Station 206 and meet the need of its customer for natural gas, which FERC has determined to be in the public convenience and necessity. As set forth above the access road is necessary for Transco to safely operate and maintain its pipeline and facilities in accordance with US Department of Transportation safety regulations, and the only other alternative, the Trap Rock access road, was rejected by the Department.

SECTION 6

ADDITIONAL REQUIREMENTS SPECIFIC TO AN APPLICATION FOR AN INDIVIDUAL PERMIT (N.J.A.C. 7:7A-16.9)

(a) In addition to meeting the requirements at N.J.A.C. 7:7A-16.2 and 16.7, an application for an individual permit shall meet the requirements of this section.

The current application meets the requirements as set forth at N.J.A.C. 7:7A-16.2 and 16.7 and specific items addressing the majority of these requirements are found elsewhere in this application package. A number of additional items as required under N.J.A.C. 7:7A-16.7 are not addressed elsewhere in this application document and are therefore presented below:

7:7A-16.7 Additional application requirements for an authorization under an individual permit.

(a)10 If a site is known or suspected to be contaminated with toxic substances, and if the Department requests it, a laboratory analysis of representative samples of the sediment on the site.

Transco obtained federal and state search reports from Environmental Data Resources, Inc., (EDR) to determine the presence and location of potential groundwater contamination near all proposed onshore pipeline facilities and new aboveground facilities in Pennsylvania and New Jersey. The search area for the EDR reports was based on a 2-mile radius extending from the centerline of the pipeline routes and from the compressor station property boundaries. Additional records were identified using the New Jersey Open Public Records Act database. Three active sites (E.I. Dupont Denemours & Company and Global Sanitary Landfill) were identified with confirmed contamination within 0.25-mile of the Madison Loop and appear to cross wetlands, and one active site (Higgins Farm Superfund Site) was identified within 0.25 of Compressor Station 206.

E.I. Dupont Denemours and Company Site

The E. I. Dupont Denemours and Company property contains an active NJDEP Classification Exception Area (CEA) and Well Restriction Area (WRA) that overlaps the Madison Loop from approximately MP9.20 to MP10.31. A CEA is established to ensure the uses of an aquifer are restricted until constituent standards are achieved. When contaminant concentrations in a CEA exceed maximum contaminant levels, and designated aquifer use based on classification includes potable use, the NJDEP will identify the CEA as a WRA. The WRA functions as the institutional control by which potable use restriction can be affected. The CEA for the site is divided into two areas; groundwater use in the eastern area is restricted at a depth from the ground surface to 150 feet below ground surface (bgs), and in the western area groundwater use is restricted at a depth from the ground surface to 190 feet bgs. The contaminated groundwater at this site contains volatile organic compounds and metals.

Project facilities in this area (MP9.20 to MP10.31) will be installed using conventional trenching and HDD to depths up to 75 feet bgs. The Unanticipated Discovery of Contamination Plan outlines practices Transco will employ in the event of an unanticipated discovery of contamination in soil, groundwater, or sediment when excavating during construction and/or maintenance activities, as well as debris or waste materials deposited on the pipeline ROW. In addition, Transco developed a Materials Management Plan to address areas of known contamination.

Global Sanitary Landfill

The Global Sanitary Landfill is located along Ernston Road in Old Bridge Township, New Jersey, and is less than 0.1 mile south of MP10.13 to MP10.38 of the Madison Loop. This site has a historical record of groundwater, soil, sediment, and surface water contamination. The Global Sanitary Landfill is a 57.5-acre area used for solid waste disposal from 1968 to 1984 by the Global Landfill Reclaiming Corporation. Operations ceased in 1984 after a landfill side-slope failure destroyed several acres of adjacent wetlands. In 1989, the site was placed on the EPA National Priorities List (NPL) due to the presence of contaminated leachate and the discovery of buried drums containing hazardous waste in a portion of the landfill. The EPA issued a Record of Decision, which included remedial action objectives for addressing contaminant migration (volatile and semi-volatile organic compounds, pesticides, and metals) from the landfill into groundwater, surface water, sediment, and soil. The remedy selected in the Record of Decision contained several components, including placement of a CEA, which also acts as a WRA for both the upper and lower water-bearing zones in the areas where contaminants were detected and five-year reviews of the site to determine whether additional action is required to protect groundwater quality. The CEA has a groundwater restriction depth from the ground surface to 25 feet bgs in the upper water-bearing zone and from the ground surface to 150 feet bgs, depending on contamination depth, which is in the lower water bearing zone.

The first five-year review was completed in July 2015 and determined that the remedy is currently protecting human health and the environment because all human and ecological exposure routes have been addressed. However, in order for the remedy to be protective in the long-term, trends from additional rounds of data collection will continue to be evaluated to ensure that groundwater contamination in the lower water-bearing zone is responding to natural attenuation, as expected after the completion of the landfill cap construction. No HDD is planned in this area, only trenching to approximately 8 feet bgs. If contamination is unearthed, Transco will adhere to its Unanticipated Discovery of Contamination Plan, Materials Management Plan, and the General Groundwater Remediation Clean-up permit (BGR).

The following table includes wetlands crossed by Madison Loop that could potentially encounter contamination during construction activities.

Table 6-1
Potential Contamination within Wetlands Crossed by the Project

Wetland Identification	Near Milepost	Potential Contamination
W-T01-003	8.76	Not Applicable
W-T15-003	9.21	E.I. Dupont Denemours & Company CEA.
W-T15-004	10.05	E.I. Dupont Denemours & Company CEA. Also is just north of the Global Sanitary Landfill CEA and a historic fill area (starts near MP10.11).
W-T01-014	10.08	E.I. Dupont Denemours & Company CEA. Also is just north of the Global Sanitary Landfill CEA and a historic fill area (starts near MP10.11).
W-T01-011	10.75	Not Applicable
W-T07-003	11.35	Not Applicable
W-T07-004*	11.45	Not Applicable
W-T01-017	11.78	Near a historic fill area that ends just east of MP11.77
W-T01-008	8.61	Not Applicable
W-T01-006	8.70	Not Applicable
W-T01-007	8.71	Not Applicable
W-T15-001	8.73	Not Applicable
W-T01-009	8.90	Not Applicable
W-T15-002	9.32	E.I. Dupont Denemours & Company CEA
W-T01-015	10.17	E.I. Dupont Denemours & Company CEA. Also is just north of the Global Sanitary Landfill CEA and a historic fill area (MP10.11 to MP10.44).
W-T01-012	10.68	near historic fill area which is located south (approximately 0.02 mile) of MP10.65 to MP10.68
W-T07-002	10.94	Not Applicable
Madison Loop HDD		
W-T01-010	8.96	Not Applicable
W-T15-003	9.21	E.I. Dupont Denemours & Company CEA
W-T07-004	11.46	Not Applicable
W-T01-017	11.77	Historic fill from approximately MP11.62 to MP11.77.

Notes:

*= Portion of wetland has been graded and filled with Marina Basin Sediment.

CEA= New Jersey Department of Environmental Protection Groundwater Contamination Classification Exception Area

Historic Fill= The NJDEP GeoWeb database includes historic fill covering more than approximately 5 acres as of January 2016. Historic fill is a non-indigenous material placed on a site in order to raise the topographic elevation of the site. No representation is made as to the composition of the fill or presence of contamination in the fill. Some areas mapped as fill may contain chemical-production waste or ore-processing waste that exclude them from the legislative definition of historic fill. The Brownfield and Contaminated Site Remediation Act requires NJDEP to map regions of the state where large areas of historic fill exist.

Compressor Station 206

Transco completed an environmental site assessment in which publicly available data was reviewed as it pertains to the Compressor Station 206 site immediately south of the Higgins Farm Superfund Site in Franklin Township, Somerset County. As part of this assessment, the environmental conditions of the adjacent superfund site were reviewed for potential impacts on the proposed compressor station site.
Prior to 1985, the Higgins Farm Superfund Site was used for the non-permitted disposal of hazardous waste materials. Contamination at the Higgins Farm site was initially discovered in 1985, when a nearby residential well was found to contain elevated levels of chlorobenzene. NJDEP investigated the source of the contamination and discovered the presence of a drum dump area in the northwestern portion of the Higgins Farm site, about 40 yards from the contaminated well.

Environmental sampling revealed groundwater and soils contaminated with volatile organic compounds (VOCs), pesticides, metals, and dioxins. The EPA took over site investigations from the NJDEP and the site was added to the NPL. Drums and contaminated soil were removed from the site. Later, during construction of the access road on site for the groundwater treatment plant, additional drums were discovered. These additional drums, containers, and contaminated soils were removed, and the access road was constructed.

Currently, remedial activities at the Higgins Farm Superfund Site are limited to treating contaminated groundwater. There have been no soils/sediment remedial activities since the completion of the groundwater treatment facility construction.

The Higgins Farm access road will be used along the existing portion of the and extended where it diverges from the existing access road toward the compressor station facility. The existing Higgins Farm access road will be repaired, as necessary, to support the continued use of the road. The extension will be constructed using conventional road construction techniques. The Unanticipated Discovery of Contamination Plan outlines practices Transco will employ in the event of an unanticipated discovery of contamination in soil, groundwater, or sediment when excavating during construction and/or maintenance activities. In the event that contaminated soils are uncovered, Transco will coordinate with NJDEP and EPA regarding site remediation and soil disposal activities.

(a)11 Any information necessary to ensure compliance with State and/or Federal law, and/or to determine whether an application for an authorization under a general permit, an individual permit, or a transition area waiver meets State and/or Federal standards

The Project is proposing activities that will require authorization from the US Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act, and also from the NJDEP under the Coastal Zone Management Rules and the Flood Hazard Area Control Act Rules. Requests for authorization under NJDEP permits will be submitted concurrently with this application for a Freshwater Wetlands Individual Permit. Requests for authorization under USACE permits were submitted previously for the Project.

7:7A-16.9 Additional requirements specific to an application for an individual permit.

(b) An application for an individual permit shall include the following:

1. A line delineation LOI issued under N.J.A.C. 7:7A-4.4 or a line verification LOI issued under N.J.A.C. 7:7A-4.5, if an LOI of either type has been issued. A presence/absence LOI issued under N.J.A.C. 7:7A-4.3 is not sufficient. If no LOI has been issued for the site, or if only a presence/absence LOI has been issued, the application shall include all information required for an application for a line delineation LOI or line verification LOI;

An LOI has not been issued for this Project. As required under N.J.A.C. 7:7A-16.7 this application for an Individual Permit contains all information required regarding the location and area of wetlands, transition areas, and/or State open waters that will be disturbed and the limits of disturbance. For information on wetlands identified and delineated within the limits for the proposed Project, please refer to the Supplemental Wetland Delineation Report for the Northeast Supply Enhancement Project in Middlesex and Somerset Counties, New Jersey, as prepared by Ecology and Environment, Inc. of Lancaster, NY, October 2019 and provided with this application submission. The report details the vegetation, soils, and hydrology identified during the delineation of wetlands performed within the limits of the proposed Madison Loop and Compressor Station 206. Project permit plans as submitted contain the locations of wetland, transition areas, and State open waters identified within the Project limits.

2. The total area of wetlands and State open waters, in acres, on the site before the regulated activity is performed, and the total area, in acres, of wetlands and State open waters on the site that will remain after the regulated activity is performed.

For the Compressor Station 206 parcel (Lot 25 in Block 5.02) and associated LOD beyond Lot 25, the total area of wetlands identified is 21.445 acres of which 0.852 acres will be disturbed and 20.593 acres will remain following proposed activities, which includes the reestablishment of 0.149 acres of temporarily disturbed wetlands. There are no State open waters impacted by Compressor Station 206.

For the Madison Loop portion of the project the site is the extent of the LOD for the project and by definition all wetlands within the LOD will be disturbed, which includes 0.327 acres of cleared wetlands and 1.987 acres of temporarily disturbed wetlands (see Appendix I of DLUR application form as contained under Section 2 above.

3. A copy of the deed and/or other legal documents pertaining to the site.

This information is not generally required for linear projects, however Transco has included a list of land rights held by Transco as they pertain to the Project sites.

4. An environmental report that includes:

i. A narrative that describes the basic project purpose of the proposed activity, including whether it is water dependent.

Refer to Attachment to Item #5 of the DLUR application form as presented above.

ii. Maps (such as freshwater wetlands maps and USDA soil surveys) that provide an environmental inventory of the site.

Refer to Appendix B below for map figures that provide an environmental inventory of the site.

iii. Information regarding special aquatic sites, public lands, critical habitat, and other relevant environmental features of the site;

Refer to Section 3 and Section 4 above for information regarding special aquatic sites, public lands, critical habitat and other environmental features of the site.

iv. An analysis of any potential temporary and/or permanent adverse environmental impact(s), whether onsite or offsite, of the proposed regulated activity or project on freshwater wetlands, State open waters, transition areas, fishery resources, and threatened or endangered species and their habitat.

Refer to Section 3 and Section 4 above for information regarding any potential temporary and/or permanent adverse environmental impact(s), whether onsite or offsite, of the proposed regulated activity or project on freshwater wetlands, State open waters, transition areas, fishery resources, and threatened or endangered species and their habitat.

v. An alternatives analysis that allows the Department to evaluate whether the requirements of N.J.A.C. 7:7A-10.2 are met.

Refer to Appendix A of this permit application for the alternatives analysis.

SECTION 7

WETLAND CROSSING CONSTRUCTION METHODS AND BEST MANAGEMENT PRACTICES

Wetland Crossing Construction Methods

Operation of construction equipment through wetlands will be limited to only that which is necessary for each stage of pipeline installation (e.g., clearing, trenching, etc.). Transco anticipates crossing all wetlands along the Madison Loop via open cut or HDD. The tie-in at Compressor Station 206 will be constructed on fill placed in the wetland areas. Details of proposed Project crossings are depicted on the Construction Detail plan sheets and soil erosion and sediment control measures are detailed on the Soil Erosion and Sediment Control Plans as provided with this permit application.

Wetland crossing methods for the pipeline portion of the Project were determined based on site-specific conditions and anticipated permit specifications. Transco's preliminary engineering analysis indicates that no wetlands need to be crossed via the push-pull method. Construction procedures across wetlands unsaturated at the time of construction will be similar to those used in upland areas. Topsoil will be segregated in unsaturated wetlands in the area of the trenchline to preserve the seed bank and allow for successful revegetation. In forested wetlands, Transco will minimize tree clearing to the extent practicable while maintaining safe construction conditions. Construction will proceed in saturated wetlands, but topsoil will not be segregated due to the saturated, unconsolidated conditions.

Pipe stringing and fabrication may occur within saturated and unsaturated wetlands adjacent to the trench or adjacent to the wetland in a designated ATWS. Soil structure and the presence of standing water commonly found in wetlands along with the large surface loads of construction equipment and materials to construct large diameter pipelines contribute to the need for ATWS. Hydric soils typically are lower in strength and become weaker when saturated. Handling weak material during the excavation/stockpile process further reduces the strength of the soil mass by disturbance/remolding/mixing, thus requiring a larger area to stockpile the soils. Additionally, buoyancy control (e.g. weights, concrete-coated pipe) may be necessary in wetland environments, which require the trench to be larger in both width and depth, resulting in additional stockpile material. Consequently, wetland soils crossed by pipelines have properties contributing to the need for increased workspace for both trenching and stockpiling. In some cases, where site-specific conditions may not support construction equipment, or in saturated wetlands where soils are unstable, construction mats will be used to minimize disturbances of wetland hydrology and to maintain soil structure.

Operating construction equipment in wetlands will be limited to only that necessary for each stage of pipeline installation (e.g., clearing, trenching) and suction and discharge piping and tie-in construction at Compressor Station 206. The conventional open-cut wetland crossing method utilized for the pipeline installation is described in further detail below.

Conventional Open-Cut Construction

Unsaturated Wetlands

Transco will use the conventional open-cut pipeline crossing method in wetlands where soils are non-saturated and able to support construction equipment at the time of crossing. This method requires segregating topsoil from subsoil along the trench line. Where present, Transco will segregate 12 inches of topsoil from the area disturbed by trenching. Once this is complete, Transco will excavate the trench, lay the pipe, backfill, and upon backfilling replace the segregated topsoil and install applicable temporary erosion control measures.

Saturated Wetlands

Transco will use the conventional open-cut wetland construction method for crossing wetlands with saturated soils or soils unable to support construction equipment without considerable soil disturbance. Prior to crossing these wetlands, Transco will stabilize the ROW using equipment mats to allow for a stable, safe working condition and to prevent significant rutting/soil disturbance. Transco will temporarily store trench spoil in a ridge along the pipeline trench, leaving gaps at appropriate intervals to provide for natural circulation or drainage of water. Topsoil will not be segregated where standing water is present or soils are saturated.

Pipe stringing and fabrication may occur within the wetland adjacent to the trench or adjacent to the wetland in an approved ATWS. Transco will excavate the trench, lay the pipe, backfill, and install applicable temporary erosion control measures.

Best Management Practices

All Soil Erosion and Sediment Control practices will be constructed in accordance with the New Jersey Standards for Soil Erosion and Sediment Control, dated July 2017. These measures will be installed prior to any major soil disturbance or in their proper sequence and maintained until permanent protection is established.

The following techniques will be employed during construction to minimize the potential for soil erosion and sediment migration:

- Erosion and sediment control BMP measures will be installed prior to commencement of earthwork and will not be removed until after the up-gradient areas are stabilized.
- Stabilized construction entrances will be installed along points of access to the pipeline alignment to mitigate the potential for construction vehicles to transport sediment onto public roadways.
- Silt fence will be installed along the down-gradient perimeter of the work areas.
- At areas of concentrated flow in natural drainage ways, diversion berms will be installed to intercept and convey upslope stormwater runoff around the work corridor without contacting disturbed surfaces.
- Diversion terraces will be installed to mitigate the potential for stormwater to erode soils on steep slopes by diverting water away from the pipeline alignment. Diversion terraces

will discharge to a well vegetated area, or an outlet structure to limit the potential for sediment-laden water to flow downgradient from the terrace.

- Trench plugs will be installed intermittently within the pipeline trench to control and allow for managing the flow of sediment-laden stormwater within the trench. Stormwater pooling within the excavation behind a trench plug will be removed and discharged through a pumped water filter bag over stable, undisturbed earth.
- Removal of the erosion and sediment control BMP measures will occur only after the disturbed areas have been stabilized by uniform perennial vegetative coverage (density) of seventy percent (70%) or greater, or by other permanent non-vegetative cover with a density sufficient to resist accelerated surface erosion and subsurface characteristics sufficient to resist sliding and other movements.
- Diligent maintenance of the erosion and sediment control BMP measures will be conducted throughout the duration of the Project.

SECTION 8

LIST OF PLANTS, FISH, AND WILDLIFE THAT MAY BE DEPENDENT ON WATER QUALITY AND QUANTITY

The following is a listing of species either identified during field investigations or can be *assumed* to utilize the freshwater wetland habitat and adjacent transition areas for resting, feeding, cover or breeding.

LIST OF POSSIBLE WILDLIFE SPECIES

REPTILES AND AMPHIBIANS	
Scientific Name	**Common Name**
Chelydra serpentina	Common snapping turtle
Terrapene c. carolina	Eastern box turtle
Sternotherus odoratus	Common musk turtle
Clemmys guttata	Spotted turtle
Thamnophis s. sirtalis	Eastern garter snake
Elaphe o. obsoleta	Black rat snake
Coluber c. constrictor	Northern black racer
Eurycea bislineata	Northern two-lined salamander
Plethodon cinereus	Redback salamander
Rana catesbeiana	Bullfrog
Lithobates clamitans melanotus	Green frog
Pseudacris c. crucifer	Northern spring peeper
Rana palustris	Pickerel frog
Rana sylvatica	Wood frog

BIRDS	
Scientific Name	**Common Name**
Branta canadensis	Canada goose
Coragyps atratus	Black vulture
Cathartes aura	Turkey vulture
Buteo jamaicensis	Red-tailed hawk
Falco sparverius	American kestrel
Pandion haliaetu	Osprey
Haliaeetus leucocephalus	Bald eagle
Strix varia	Barred owl
Larus argentatus	Herring gull
Charadrius vociferus	Killdeer
Columba livia	Rock pigeon
Zenaida macroura	Mourning dove
Eremophila alpestris	Horned lark
Tachycineta bicolor	Tree swallow
Hirundo rustica	Barn swallow
Cyanocitta cristata	Blue jay
Corvus brachyrhynchos	American crow

BIRDS	
Scientific Name	**Common Name**
Corvus ossifragus	Fish crow
Paurs atricapillus	Black-capped chickadee
Parus carolinensis	Carolina chickadee
Parus bicolor	Tufted titmouse
Thryothorus ludovicianus	Carolina wren
Troglogytes aedon	House wren
Sialia sialis	Eastern bluebird
Turdus migratorius	American robin
Dumetella carolinensis	Gray catbird
Mimus polyglottos	Northern mockingbird
Sturnus vulgaris	European starling
Vireo griseus	White-eyed vireo
Dendroica petechia	Yellow warbler
Geothlypis trichas	Common yellowthroat
Cardinalis cardinalis	Northern cardinal
Spizella pusilla	Field sparrow
Passerculus sandwichensis	Savannah sparrow
Ammodramus savannarum	Grasshopper sparrow
Melospiza georgiana	Swamp sparrow
Melospiza melodia	Song sparrow
Sturnella magna	Eastern meadowlark
Quiscalus quiscula	Common grackle
Molothrus ater	Brown-headed cowbird
Carduelis tristis	American goldfinch
Passer domesticus	House sparrow
Agelaius phoeniceus	Red-winged blackbird
Colaptes auratus	Northern flicker
Carpodacus mexicanus	House finch

MAMMALS	
Scientific Name	**Common Name**
Marmota monax	Groundhog
Peromyscus leucopus	White-footed mouse
Microtus pennsylvanicus	Meadow vole
Scalopus aquaticus	Eastern mole
Didelphis marsupialis	Opossum
Sylvilagus transitionalis	Eastern cottontail
Tamias striatus	Eastern chipmunk
Sciurus carolinensis	Gray squirrel
Procyon lotor	Raccoon
Odocoileus virginianus	White-tailed deer

VASCULAR PLANTS	
Scientific Name	**Common Name**
Acer rubrum	Red maple
Acer saccharum	Sugar maple
Ageratina altissima	White snakeroot
Agrostis gigantea	Redtop
Agrostis stolonifera	Creeping bentgrass
Alisma subcordatum	American water plantain
Alnus serrulata	Smooth alder
Ambrosia artemisiifolia	Annual ragweed
Andropogon gerardii	Big bluestem
Andropogon glomeratus	Bushy bluestem
Andropogon virginicus	Broomsedge
Apocynum cannabinum	Indian hemp
Artemisia annua	Sweet sagewort
Artemisia vulgaris	Common wormwood
Arthraxon hispidus	Small carpetgrass
Baccharis halimifolia	Groundsel tree
Betula nigra	River birch
Betula populifolia	Gray birch
Bidens frondosa	Devil's beggartick
Carex lurida	Shallow sedge
Carex stricta	Tussock sedge
Celastrus orbiculatus	Oriental bittersweet
Centaurea stoebe	Spotted knapweed
Cephalanthus occidentalis	Common buttonbush
Chamaecrista fasciculata	Partridge pea
Clethra alnifolia	Sweet pepperbush
Comptonia peregrina	Sweet fern
Cornus racemosa	Gray dogwood
Cyperus strigosus	Strawcolored flatsedge
Dactylis glomerata	Orchardgrass
Danthonia sericea	Downy danthonia
Daucus carota	Queen Annes lace
Dennstaedtia punctilobula	Eastern hayscented fern
Dichanthelium clandestinum	Deer-tongue grass
Diodia teres	Poorjoe
Echinochloa crus-galli	Barnyard grass
Eleocharis acicularis	Needle spikerush
Eleocharis obtusa	Blunt spikerush

VASCULAR PLANTS	
Scientific Name	**Common Name**
Eleocharis tenuis	Slender spikerush
Epilobium coloratum	Purple willowherb
Equisetum arvense	Field horsetail
Erigeron annuus	Eastern daisy fleabane
Eupatorium hyssopifolium	Hyssopleaf thoroughwort
Eupatorium perfoliatum	Common boneset
Eupatorium serotinum	Lateflowering thoroughwort
Euthamia graminifolia	Flat-top goldenrod
Fallopia japonica	Japanese knotweed
Festuca rubra	Red fescue
Gleditsia triacanthos	Honeylocust
Impatiens capensis	Jewelweed
Juncus canadensis	Canada rush
Juncus effusus	Soft Rush
Juncus tenuis	Poverty rush
Juniperus virginiana	Eastern red cedar
Leersia oryzoides	Rice cut-grass
Lespedeza cuneata	Chinese lespedeza
Liquidambar styraciflua	Sweet gum
Lonicera japonica	Japanese honeysuckle
Lotus corniculatus	Bird's-foot trefoil
Lythrum salicaria	Purple loosestrife
Microstegium vimineum	Japanese stiltgrass
Morella pensylvanica	Northern bayberry
Nyssa sylvatica	Black gum
Onoclea sensibilis	Sensitive fern
Osmundastrum cinnamomeum	Cinnamon fern
Panicum virgatum	Switchgrass
Parthenocissus quinquefolia	Virginia creeper
Persicaria arifolia	Halberdleaf tearthumb
Persicaria maculosa	Spotted ladysthumb
Persicaria pensylvanica	Pennsylvania smartweed
Persicaria sagittata	Arrowleaf tearthumb
Phalaris arundinacea	Reed canarygrass
Phleum pratense	Timothy
Phragmites australis	Common reed
Pinus rigida	Pitch pine
Pinus strobus	White pine
Plantago lanceolata	Narrowleaf plantain

VASCULAR PLANTS	
Scientific Name	**Common Name**
Plantago major	Common plantain
Populus deltoides	Eastern cottonwood
Prunus serotina	Black cherry
Pycnanthemum tenuifolium	Narrowleaf mountainmint
Pycnanthemum verticillatum	Whorled mountainmint
Quercus alba	White oak
Quercus ilicifolia	Scrub oak
Quercus macrocarpa	Bur oak
Quercus montana	Chestnut oak
Quercus palustris	Pin oak
Quercus rubra	Northern red oak
Quercus velutina	Black oak
Rhododendron periclymenoides	Pink azalea
Rhus copallinum	Winged sumac
Rhus typhina	Staghorn sumac
Robinia pseudoacacia	Black locust
Rosa multiflora	Multiflora rose
Rubus allegheniensis	Allegheny blackberry
Rubus flagellaris	Northern dewberry
Rubus hispidus	Bristly dewberry
Rubus idaeus	Red raspberry
Rubus pensilvanicus	Pennsylvania blackberry
Rubus pubescens	Dwarf red raspberry
Salix discolor	Pussy willow
Salix nigra	Black willow
Sassafras albidum	Sassafras
Schizachyrium scoparium	Little bluestem
Schoenoplectus americanus	Chairmaker's bulrush
Schoenoplectus pungens	Common threesquare
Scirpus atrovirens	Green bulrush
Scirpus cyperinus	Woolgrass
Setaria italica	Foxtail millet
Setaria pumila	Yellow foxtail
Smilax rotundifolia	Roundleaf greenbrier
Solidago altissima	Tall goldenrod
Solidago canadensis	Canada goldenrod
Solidago rigida	Stiff goldenrod
Solidago rugosa	Wrinkleleaf golldenrod
Solidago sempervirens	Seaside goldenrod

VASCULAR PLANTS	
Scientific Name	**Common Name**
Spiraea alba	White meadowsweet
Stachys byzantina	Woolly hedgenettle
Symphyotrichum prenanthoides	Crookedstem aster
Symplocarpus foetidus	Skunk cabbage
Toxicodendron radicans	Poison ivy
Typha latifolia	Broadleaf cattail
Vaccinium corymbosum	Highbush blueberry
Viburnum recognitum	Southern arrowwood
Vitis labrusca	Fox grape

SECTION 9

MITIGATION

The Project spans two major drainage basins and three Watershed Management Areas (WMA) including the Raritan WMA09 which includes the lower Raritan River, as well as portions of the South River and Lawrence River basins; the Monmouth WMA12 which includes the Atlantic Coastal basin; and the Millstone WMA10 which also includes the Raritan River watershed. The Project will result in permanent disturbance to 1.179 acres of wetlands as currently proposed. No permanent impacts to State open water will result from the Project. See Table 9-1 for a breakdown of impacts by wetland type and by WMA. Riparian Zone mitigation will also be required in accordance with the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13.

Table 9-1
Transco Gas Pipeline Company NESE Projected Permanent Wetland Impacts

Project (WMA)	Permanent Wetland Impact (ac) by Cowardin Class				Total Impact (ac)
	PFO	PSS	PEM	SOW	
Compressor Station 206 (WMA 10)	0.538	-----	0.314	-----	0.852
Madison Loop (WMA 9)	0.283	-----	-----	-----	0.283
Madison Loop (WMA 12)	0.044	-----	-----	-----	0.044
TOTAL	**0.865**	**-----**	**0.314**	**-----**	**1.179**

The proposed Project is considered a smaller disturbance (i.e., <1.5 acres) as defined at NJAC 7:7A-11.9. The Project spans the two major drainage basins in WMA09 and WMA12 on the Madison Loop. Since 87% of the wetland impacts on the Madison Loop are located within WMA9, Transco understands that there is a compelling need to provide compensatory mitigation within WMA9. The compensatory mitigation hierarchy defined at NJAC 7:7A-11.10 provides some flexibility for applicants to consider credit purchase from mitigation banks, onsite mitigation, or mitigation projects within the watershed / drainage basin with Department consideration of size, habitat value, location and interaction with nearby resources. Transco will purchase wetland mitigation credits to satisfy the compensatory mitigation required for the project from existing NJDEP approved banks within WMA9 and in WMA12 as needed for the Madison Loop and in WMA 10 for the Compressor Station 206 portion of the project.

Through consultation with NJDEP (see Agency Correspondence, Appendix E) Transco has initially determined the number of FWW mitigation credits that must be purchased to satisfy the compensatory mitigation requirements for the project as it is currently proposed. Transco has already identified NJDEP approved mitigation banks with enough available FWW credits for purchase and has provided an initial deposit to the Cranbury Mitigation Bank which services both WMA 9 and WMA 10 to secure these required credits based on the initial set of impact calculations that have been submitted to the NJDEP to date. Although the Cranbury bank does not service WMA12, 87% of the total wetland impacts on the Madison Loop are located within

WMA9 and 96% of the total project impacts are located in WMA9 and WMA10. The Cranbury Bank is also approved by NJDEP for the sale of Riparian Zone credits for the project.

No coastal wetland credits currently exist for purchase within WMA 9 or WMA 12 as compensatory mitigation for the proposed Madison Loop tidal wetland impacts associated with the project. Transco will request that the NJDEP allow the purchase of coastal wetland credits from an adjoining WMA if they are available and once the mitigation and restoration plans are approved by NJDEP and the final credit requirements are calculated for the project. As an alternative mitigation approach to coastal wetland impacts, Transco may request that a monetary contribution be made in lieu of a credit purchase if they are not available in another WMA that is acceptable to the NJDEP.