Community Solar Energy Pilot Program Application Form

Section A: Application Form Requirements, Instructions, Terms and Conditions

The following Application Form is intended only for entities submitting a community solar project for consideration by the New Jersey Board of Public Utilities ("Board" or "BPU"). Projects selected by the Board will be approved for participation in the Community Solar Energy Pilot Program, pursuant to the rules at N.J.A.C. 14:8-9.

This Application Form is valid only for the following Program Year and Application Period:
Program Year 1, Application Period 1
Application Period Opens: April 9, 2019 at 9:00 A.M.
Application Period Closes: September 9, 2019 at 5:00 P.M.

I. Minimum Qualification Requirements

The Community Solar Energy Pilot Program is open to projects that meet the following minimum requirements, and the full requirements defined in N.J.A.C. 14:8-9 (available for reference at the following link: http://njcleanenergy.com/files/file/R_2019%20d_021%20(51%20N_J_R_%20232(a)).pdf).

1. The proposed community solar project must be located in the electric service territory of an Electric Distribution Company ("EDC") in the State of New Jersey.
2. Existing solar projects may not apply to requalify as a community solar project. An existing solar project, as defined in N.J.A.C. 14:8-9.2, means a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019. Projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019 should refer to section B. XIII. Special Authorizations and Exemptions for additional information.
3. The Board will not consider Applications for EDCs to develop, own, or operate community solar project(s).
4. The Board will not consider Applications for projects sited on preserved farmland, as defined in N.J.A.C. 14:8-9.2.
5. The Board will not consider Applications for projects exceeding the capacity limit for individual community solar projects, set at 5 MW as defined in N.J.A.C. 14:8-9.4(g).

II. Instructions for Completing the Community Solar Energy Pilot Program Application Form

1. Each solar project applying to participate in the Community Solar Energy Pilot Program requires the submission of an individual Application Form. Do not apply for more than one (1) project per Application Form. There is no limit to the number of Application Forms that can be submitted by any one Applicant (see the definition of an "Applicant" in section A. III. Terms and Conditions).

2. Complete sections B and C, and Appendix A in full. All questions are required to be answered, unless explicitly marked as optional. All attachments are required, unless explicitly marked as optional. All attachments must be attached to the end of the Application Form, therefore forming a complete application package. Note that attachments marked as optional will be considered if included, but their absence will not penalize an Application.
3. Original signatures on all forms and certifications of this Application Form are required. The certifications contained in section C must be notarized.
4. Specific exemptions are identified throughout the Application Form which apply only if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals ("RFP"), Request for Quotations ("RFQ"), or other bidding process. If this is the case, the Applicant must include a letter describing the proposed bidding process, and the Applicant should complete all sections of the Application Form based on the project as it will be designed in the bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program (see section B. XIII. Special Authorizations and Exemptions).

III. Terms and Conditions

General Terms and Conditions

1. The "Applicant" is defined as the entity that submits the Community Solar Energy Pilot Program Application Form (for example, an Applicant may be a project developer, project owner, project operator, property owner, contractor, installer, or agent thereof).
2. Prior to completing the Application Form, the Applicant must carefully review the rules at N.J.A.C. 14:8-9, and any other rules, regulations, and codes applicable to the design, construction, and operation of a community solar project in New Jersey. All Applications must be in compliance with all local, state and federal rules, regulations and laws.
   Furthermore, submission of an Application Form does not obviate the need for compliance with all applicable local, state, and federal laws and regulations at any time during the design, construction, operation, and decommissioning of a community solar project including, but not limited to, regulations by commissions such as the New Jersey Highlands Council and the New Jersey Pinelands Commission.
3. By submitting an Application, the Applicant acknowledges notice on behalf of all project participants that the information included in the Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Aggregated information may be used by the Board and/or other state, federal, county, regional or local agencies in reports and evaluations, and the geographic location may be used to update Geographic Information System ("GIS") mapping. Applicants may identify sensitive and trade secret information that they wish to keep confidential by submitting them in accordance with the confidentiality procedures set forth in

N.J.A.C. 14:1-12.3. Furthermore, the Applicant understands that the list of approved community solar projects will be published on the Board of Public Utilities website.

4. Amendments or supplements to the Community Solar Energy Pilot Program Application Form will be made available via the New Jersey Clean Energy Program ("NJCEP") website at www.njcleanenergy.com. This Application Form may be modified for future Application Periods at any time without prior notification.

Evaluation of Applications and Approval of Projects

5. Only Applications that are administratively complete by the close of the Application Period will be considered for participation in the Community Solar Energy Pilot Program during that Program Year. An application will be deemed administratively complete if: 1) All questions are completed, except those explicitly marked as optional, 2) All required attachments are included (see Appendix B for a checklist of required attachments), and 3) All required signatures are included. Applicants will be notified if an Application is deemed administratively incomplete. An incomplete Application may be amended and resubmitted during the following Application Period without advantage or disadvantage.
6. The Applicant may be required to supplement the information provided in the Application Form upon request from the Board or Board Staff.
7. Following the close of the Application Period, each Application will be reviewed and evaluated by a dedicated Evaluation Committee.
8. In reviewing each application, Board Staff may consult with the New Jersey Department of Environmental Protection ("NJDEP"), the New Jersey Department of Agriculture, or other state agencies and consultants as are relevant to the Application. Any information marked and submitted as confidential will be treated as such by the receiving agency, and used for the sole purpose of evaluation.
9. The criteria for evaluation of Applications are presented in Appendix C (Evaluation Criteria). Projects must score a minimum 30 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 30 points will be presented to the Board for approval for participation in the Community Solar Energy Pilot Program in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, and until the allocated program capacity for that Program Year is filled.

   The allocated program capacity for Program Year 1 is 75 MW. At least 40% of program capacity (i.e. at least 30 MW) will be allocated to LMI projects.
10. Board Staff may reject Applications that are incomplete at the close of the Application Period, that are not in compliance with the rules and regulations established in N.J.A.C. 14:8-9, or that do not meet a minimum standard for selection, as set forth in this Application Form.

Milestones and Follow-Up for Approved Projects

11. Should the proposed community solar project be approved by the Board for participation in the Community Solar Energy Pilot Program, such approval will be contingent on the project being constructed and operated as was proposed in its Application.
    Furthermore, pursuant to the rules at N.J.A.C. 14:8-9.3(c), approved projects are expected to begin construction within 6 months of their approval by the Board, and are expected to become fully operational within 12 months of their approval by the Board. Extensions may be granted by Board Staff at its discretion, based on its assessment of the specific circumstances of each project approved.
    In order to monitor compliance, approved projects will be required to submit updates to the Board:
    a. Prior to the beginning of construction, the Applicant must provide evidence that commitments in the following categories have been met: project location, community and environmental justice engagement, other benefits.
    b. Prior to applying for permission to operate ("PTO"), the Applicant must provide evidence that commitments in the following categories have been met: siting (other than location), all permits received.
    c. Prior to applying to the EDC for allocation of bill credits, the Applicant must provide evidence that commitments in the following categories have been met: product offering, subscriber type, geographic limit within EDC service territory.
    If the approved project fails to be completed as proposed in the Application, and the Applicant fails to remediate the failure or provide an equivalent modification within a reasonable timeframe, the project may be penalized up to and including a withdrawal of the permission to operate in the Community Solar Energy Pilot Program.

Special Considerations for Project Siting

12. Unless the proposed community solar facility is located on a rooftop, parking lot, or parking structure, the Applicant must meet with the NJDEP's Office of Permit Coordination and Environmental Review ("PCER") to determine what permits may be required and to identify other potential issues. More information is available at: http://www.nj.gov/dep/pcer. The Applicant must have completed the NJDEP Permit Readiness Checklist and submitted said Checklist to NJDEP PCER prior to submitting the Application to the Board (see section B. VIII. Permits). The Permit Readiness Checklist is available at the following link: https://www.nj.gov/dep/pcer/introcklist.htm.
13. Special attention should be paid when siting a project on a landfill, a brownfield, or an area of historic fill. For reference, NJDEP's *Guidance for Installation of Solar Renewable Energy Systems on Landfills in New Jersey* can be found at the following link: https://www.nj.gov/dep/dshw/swp/solarguidance.pdf.
14. The Applicant should review the environmental compliance history at the proposed site and the various operations that were conducted there. Satisfaction of all outstanding NJDEP regulatory

compliance obligations, if applicable, will be required prior to applying for permission to operate. The Applicant should identify any outstanding compliance and enforcement issues associated with the property on which the proposed project is to be sited and resolve them accordingly before submitting the Post Construction NJDEP Compliance Form, if applicable.

15. If the proposed project is sited on Green Acres preserved open space, as defined in N.J.A.C. 14:8-9.2, or on land owned by NJDEP, the Applicant must receive special approval for the project from NJDEP prior to submitting the Application to the Board, and attach proof of approval to their application package (see section B. VII. Community Solar Facility Siting).

Submitting an Application

Applications must adhere to all of the following instructions for submission. Applications must be received no later than 5:00 P.M. on the date of the close of the Application Period in order to be considered.

Mail or hand-deliver the original complete Application package plus three copies of the complete Application package to:

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Office of Clean Energy
Community Solar Energy Pilot Program Application Package

In addition, submit an electronic version of the complete Application package to both of the following email addresses: communitysolar@njcleanenergy.com and board.secretary@bpu.nj.gov.

Questions and Further Information

Please address all questions pertaining to the Application Form to communitysolar@njcleanenergy.com.

Additional guidance and Frequently Asked Questions will be available on the NJCEP website at: http://njcleanenergy.com/renewable-energy/programs/community-solar.

Section B: Community Solar Energy Project Description

Instructions: Section B must be completed in its entirety. Any attachments should be placed at the end of the Application package.

I. Applicant Contact Information

Applicant Company/Entity Name: Nexamp Solar, LLC
First Name: Palmer Last Name: Moore
Daytime Phone: 617-431-1440 Email: pmoore@nexamp.com
Applicant Mailing Address: 101 Summer Street, 2nd Floor
Municipality: Boston County: Suffolk Zip Code: 02110

Applicant is: ☑ Community Solar Project Owner ☑ Community Solar Developer/Facility Installer
☐ Property/Site Owner ☑ Subscriber Organization
☐ Agent (if agent, what role is represented) _____

II. Community Solar Project Owner

Project Owner Company/Entity Name *(complete if known)*: Nexamp Solar, LLC
First Name: Palmer Last Name: Moore
Daytime Phone: 617-431-1440 Email: pmoore@nexamp.com
Mailing Address: 101 Summer Street, 2nd Floor
Municipality: Boston County: Suffolk Zip Code: 02110

III. Community Solar Developer

This section, "Community Solar Developer," is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required.

Developer Company Name *(optional, complete if applicable)*: Nexamp Solar, LLC
First Name: Palmer Last Name: Moore
Daytime Phone: 617-431-1440 Email: pmoore@nexamp.com
Mailing Address: 101 Summer Street, 2nd Floor
Municipality: Boston County: Suffolk Zip Code: 02110

The proposed community solar project will be primarily built by:
☐ the Developer ☑ a contracted engineering, procurement and construction ("EPC") company

If the proposed community solar project will be primarily built by a contracted EPC company, complete the following *(optional, complete if known)*:

If the EPC company information is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the EPC company becomes known.

EPC Company Name *(optional, complete if applicable)*: Infiniti Energy Services
First Name: Michael Last Name: Kushner
Daytime Phone: 908-489-0198 Email: Michael.Kushner@infinitienergyservices.net
Mailing Address: 2885 Route 9 N, Howell NJ 07731
Municipality: Howell County: Monmouth Zip Code: 07731

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Kaplan Storage Company
First Name: Jason Last Name: Kaplan
Daytime Phone: 732-253-8528 Email: JasonK@thinkkaplan.com
Applicant Mailing Address: 433 River Road, Highland Park NJ 08904
Municipality: Highland Park County: Middlesex Zip Code: 08904

V. Community Solar Subscriber Organization *(optional, complete if known)*

If this section, "Community Solar Subscriber Organization," is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the Subscriber Organization becomes known.

Subscriber Organization Company/Entity Name *(optional, complete if applicable)*: Nexamp Inc.
First Name: Allan Last Name: Telio
Daytime Phone: 617-431-1440 Email: atelio@nexamp.com
Mailing Address: 101 Summer Street, 2nd Floor
Municipality: Boston County: Suffolk Zip Code: 02110

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels):
1.14 MW AC 1.51 MW DC

Community Solar Facility Location (Address): 93 Sculptors Way, Hamilton Township, NJ 08619
Municipality: Hamilton Township County: Mercer Zip Code: 08619
Name of Property *(optional, complete if applicable)*:
Property Block and Lot Number(s): Block 1643, Lot 3 & 4

Community Solar Site Coordinates: -74.75 W Longitude 40.25 N Latitude

Total Acreage of Property Block and Lots: 13 acres
Total Acreage of Community Solar Facility: 3.37 (Rooftop) acres

Attach a delineated map of the portion of the property on which the community solar facility will be located. In the electronic submission, two copies of the delineated map should be provided: 1) as aPDF document, and 2) as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

EDC electric service territory in which the proposed community solar facility is located: *(select one)*

- ☐ Atlantic City Electric
- ☐ Jersey Central Power & Light
- ☑ Public Service Electric & Gas
- ☐ Rockland Electric Co.

Estimated date of project completion* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.*): November (month) 2020 (year)

Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project.

The proposed community solar facility is an existing project* ..... ☐ Yes ☑ No

If "Yes," the Application will not be considered by the Board. See section B. XIII. for special provisions for projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019.

*Existing project is defined in N.J.A.C. 14:8-9.2 as a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019.

VII. Community Solar Facility Siting

1. The proposed community solar project has site control* ..... ☑ Yes ☐ No
   If "Yes," attach proof of site control.
   If "No," the Application will be deemed incomplete.
   *Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site.

2. The proposed community solar facility is located, in part or in whole, on preserved farmland* ..... ☐ Yes ☑ No
   If "Yes," the Application will not be considered by the Board.

*Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.

3. The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) ..... ☐ Yes ☑ No
   If "Yes," the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.
   *Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State with "Green Acres funding" (as defined at N.J.A.C. 7:36).

4. The proposed community solar facility is located, in part or in whole, on land located in the New Jersey Highlands Planning Area or Preservation Area ..... ☐ Yes ☑ No

5. The proposed community solar facility is located, in part or in whole, on land located in the New Jersey Pinelands ..... ☐ Yes ☑ No

6. The proposed community solar facility is located, in part or in whole, on land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of 1964," P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application ..... ☐ Yes ☑ No

7. The proposed community solar facility is located, in part or in whole, on a landfill ..... ☐ Yes ☑ No
   If "Yes," provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm: _____

8. The proposed community solar facility is located, in part or in whole, on a brownfield ..... ☐ Yes ☑ No
   If "Yes," has a final remediation document been issued for the property? ..... ☐ Yes ☑ No

If "Yes," attach a copy of the Response Action Outcome ("RAO") issued by the LSRP or the No Further Action ("NFA") letter issued by NJDEP.

9. The proposed community solar facility is located, in part or in whole, on an area of historic fill ..... ☐ Yes ☑ No
   If "Yes," have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented? ..... ☐ Yes ☑ No
   Has the remediation of the historic fill been completed pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-5.4? ..... ☐ Yes ☑ No
   If the remediation of the historic fill has been completed, attach a copy of the Response Action Outcome ("RAO") issued by a Licensed Site Remediation Professional ("LSRP") or the No Further Action ("NFA") letter issued by NJDEP.

10. The proposed community solar facility is located on a parking lot ..... ☐ Yes ☑ No

11. The proposed community solar facility is located on a parking deck ..... ☐ Yes ☑ No

12. The proposed community solar facility is located on a rooftop ..... ☑ Yes ☐ No

13. The proposed community solar facility is located on a canopy over an impervious surface (e.g. walkway) ..... ☐ Yes ☑ No

14. The proposed community solar facility is located on the property of an affordable housing building or complex ..... ☐ Yes ☑ No

15. The proposed community solar facility is located on a water reservoir or other water body ("floating solar") ..... ☐ Yes ☑ No

16. The proposed community solar facility is located on an area designated in need of redevelopment ..... ☐ Yes ☑ No
   If "Yes," attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.

17. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity ..... ☐ Yes ☑ No
   If "Yes," attach proof of the designation of the area as "preserved" from a municipal, county, or state entity.

18. The proposed community solar facility is located, in part or in whole, on forested lands ..... ☐ Yes ☑ No

Construction of the proposed community solar facility will require cutting down one or more trees ..... ☐ Yes ☑ No

If "Yes," estimated number of trees required to be cut for construction: _____

19. The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity ..... ☐ Yes ☑ No

20. Are there any use restrictions at the site? ..... ☐ Yes ☑ No
    If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.

    Will the use restriction be required to be modified? ..... ☐ Yes ☑ No
    If "Yes," explain the modification below.

21. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, land enhancements, pollination support, stormwater management, soil conservation, etc.) ..... ☑ Yes ☐ No
    If "Yes," explain below, and provide any additional documentation in an attachment.

The solar facility is located on the rooftop of a commercial building and will have no impact on the current use of the building. As a result of this project, the roof will be repaired and improved. Due to Nexamp's continuous monitoring of its facilities, the roof will have periodic inspections and will be properly maintained. The system will utilize an unused space and will have no environmental impact. Nexamp will plant a variety of native plant species for any vegetative screening, as may be required, around the pad mount system located on the side of the building.

VIII. Permits

1. The Applicant has completed NJDEP Permit Readiness Checklist, and submitted it to NJDEP's PCER ..... ☐ Yes ☑ No
   If "Yes," attach a copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER.

If "No," the Application will be deemed incomplete. Exception: Applications for community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

2. The Applicant has met with NJDEP's PCER …… ☐ Yes ☑ No
   If "Yes," attach proof of a meeting with NJDEP PCER.
   If "No," the Application will be deemed incomplete. Exception: Applications for community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

3. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. The Applicant may extend this table by attaching additional pages if necessary. These include:
   a. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System "NJPDES", etc.) for the property.
   b. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.
   c. Permits, approvals, or other authorizations other than those from NJDEP for the development, construction, or operation of the community solar facility (including local zoning and other local and state permits)

   An Application that does not list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility will be deemed incomplete.
   If a permit has been received, attach a copy of the permit.

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for *(if applicable)* / Date Permit Received (*if applicable)*
Building/Construction Permit	Hamilton Township	N/A
Electrical Permit	Hamilton Township	N/A
County Planning Board	Mercer County	N/A
Utility Opening Permit	Mercer County	N/A
FAA Permit	FAA	N/A

4. The Applicant has consulted the hosting capacity map of the relevant EDC and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility ..... ☑ Yes ☐ No
   If "Yes," include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.
   If "No," the Application will be deemed incomplete.

IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range)*: 174

2. Estimated or Anticipated Breakdown of Subscribers *(please provide a good faith estimate or range of the kWh of project allocated to each category)*:
   Residential: 75% Commercial: 25%
   Industrial: _____ Other: _____ (define "other": _____)

3. The proposed community solar project is an LMI project* ..... ☑ Yes ☐ No
   *An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.

4. The proposed community solar project will allocate at least 51% of project capacity to residential customers ..... ☑ Yes ☐ No

5. The proposed community solar project is being developed in partnership with an affordable housing provider: ..... ☐ Yes ☑ No
   If "Yes," attach a letter of support from the affordable housing provider.

6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project ..... ☐ Yes ☑ No
   If "Yes," estimated or anticipated percentage of the project capacity for the affordable housing provider's subscription *(provide an estimate or range)*: _____

   If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?

Additionally, the affordable housing provider must attach a signed affidavit that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants.

7. This project uses an anchor subscriber *(optional)* ..... ☐ Yes ☑ No
   If "Yes," name of the anchor subscriber *(optional)*: _____
   Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription: _____

8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? ..... ☐ Yes ☑ No
   If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?

   Additionally, the account holder of the master meter must attach a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants.

   If "No," please be aware that, if, at any time during the operating life of the community solar project the account holder of a master meter wishes to subscribe to the community solar project on behalf of its tenants, it must submit to the Board a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to its tenants.

9. The geographic restriction for distance between project site and subscribers is: *(select one)*
   - ☐ No geographic restriction: whole EDC service territory
   - ☐ Same county OR same county and adjacent counties
   - ☑ Same municipality OR same municipality and adjacent municipalities

   Note: The geographic restriction selected here will apply for the lifetime of the project, barring special dispensation from the Board, pursuant to N.J.A.C. 14:8-9.5(a).

10. Product Offering: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*
    The subscription proposed offers guaranteed or fixed savings to subscribers …….. ☑ Yes ☐ No
    If "Yes," the guaranteed or fixed savings are offered as:
        ☐ A percentage saving on the customer's annual electric utility bill
        ☑ A percentage saving on the customer's community solar bill credit
        ☐ Other: _____

    If "Yes," the proposed savings represent:
        ☐ 0% - 5% of the customer's annual electric utility bill or bill credit
        ☐ 5% - 10% of the customer's annual electric utility bill or bill credit
        ☑ 10% - 20% of the customer's annual electric utility bill or bill credit
        ☐ over 20% of the customer's annual electric utility bill or bill credit

    The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility …… ☐ Yes ☑ No
    If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

11. The list of approved community solar projects will be published on the Board's website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers.
    If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers …… ☑ Yes ☐ No
    If "Yes," the contact information indicated on the Board's website should read:

Company/Entity Name: Nexamp Inc. Contact Name: Nexamp Community Solar Team
Daytime Phone: 1-800-945-5124 Email: solarize@nexamp.com

Note: it is the responsibility of the project's subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.

X. Community Engagement

1. The proposed community solar project is being developed by or in collaboration* with the municipality in which the project is located …… ☑ Yes ☐ No
   If "Yes," explain how and attach a letter of support from the municipality in which the project is located.
   *Collaboration with the municipality should include, at minimum, one or more meetings with relevant municipal authorities and clear evidence of municipal involvement and approval of the design, development, or operation of the proposed community solar project.

Nexamp is developing this project in collaboration with Hamilton Township. We have met with the Township Council to review the project and solicit feedback on its design and location, as well as the associated benefits it will bring to Hamilton and its residents. Going forward, Nexamp plans on working closely with all relevant municipal officials to finalize the development of the project and obtain all necessary approvals. Letters of support can be found in Exhibit E.

2. The proposed community solar project is being developed in collaboration* with one or more local community organization(s) ..... ☑ Yes ☐ No
   If "Yes," explain how and attach a letter of support from the local community organization(s).
   *Collaboration with a local community organization should include, at minimum, one or more meetings with the relevant local community organization(s) and clear evidence of the local community organization's involvement and approval of the design, development, or operation of the proposed community solar project.

Nexamp will be developing the project in collaboration with interested community organizations. We have a successful history of working with groups such as the Girl Scouts, Boy Scouts, United Way, YMCA, local food banks, as well as public and private schools to develop projects that support their mission, provide educational opportunities and deliver benefits to their members. Should this project be selected into the pilot program, Nexamp plans to engage various community organizations such as Hamilton Environmental Commission and Hamilton Green Team to collaborate throughout the development, construction and ongoing operations phases of the project.In Exhibit G, please find an example of a previous collaboration between Nexamp and a local community organization, as well as a job fair for local residents.

3. The proposed community solar project was developed, at least in part, through a community consultative process* ..... ☐ Yes ☑ No
   If "Yes," please describe the consultative process.
   *A community consultative process should include, at minimum, one or more opportunities for public intervention and outreach to the municipality and/or local community organizations.

Nexamp will be consulting with Hamilton Township and local community organizations during the project development process. Additionally, Nexamp will be providing various opportunities for public intervention during that process, hosting workshops for community members to provide a forum for answering questions and soliciting feedback on the project and Community Solar Subscriptions. These session will be publicized in the local newspaper, on the Hamilton Website and will be listed on the Environmental Commission Public Events website. An example subscriber outreach letters that could be used with local organizations are show in Exhibit G.

XI. Project Cost

1. Provide the following cost estimates and attach substantiating evidence in the form of charts and/or spreadsheet models:

Applicants are expected to provide a good faith estimate of costs associated with the proposed community solar project, as they are known at the time the Application is filed with the Board. This information will not be used in the evaluation of the proposed community solar project.

Net Installed Cost (in $)	$2,299,107.54
Net Installed Cost (in $/Watt)	$1.437
Initial Customer Acquisition Cost (in $/Watt)	$.10
Annual Customer Churn Rate (in %)	3%

Annual Operating Expenses (in c/kWh)	19
LCOE (in c/kWh)	$.07

2. Pursuant to N.J.A.C. 14:8-9.7(q), "community solar projects shall be eligible to apply, via a one-time election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act."

For indicative purposes only, please indicate all local, state and federal tax incentives which will be applied to if the proposed community solar project is approved for participation in the Community Solar Energy Pilot Program:

Solar Investment Tax Credit (ITC)
New Jersey SREC's
New Jersey Property Tax Exemption
New Jersey Solar Sales Tax Exemption

XII. Other Benefits

1. The proposed community solar facility is paired with another distributed energy resource:
   a. Micro-grid project ..... ☐ Yes ☑ No
   b. Storage ..... ☐ Yes ☑ No
   c. Other *(identify)*: _____ ..... ☐ Yes ☑ No

2. The proposed community solar facility provides grid benefits (e.g. congestion reduction) ..... ☑ Yes ☐ No
   If "Yes" to any, please explain how and provide supporting documents.

This project may prompt upgrades to existing electricity distribution infrastructure including the installation of more robust three-phase electrical lines and protection equipment. Furthermore, distributed generation projects such as this can reduce peak loads and provide stability to the grid by spreading out the sources of power. Lastly, the installation of this solar project will shorten the path of electrical power from generation site to consumption site, thereby reducing the amount of overall power loss in electrical lines.

4. The proposed community solar project will create temporary or permanent jobs in New Jersey ..... ☑ Yes ☐ No
   If "Yes," estimated number of temporary jobs created in New Jersey: 22
   If "Yes," estimated number of permanent jobs created in New Jersey: 4

5. The proposed community solar project will provide job training opportunities for local solar trainees ..... ☑ Yes ☐ No
   If "Yes," will the job training be provided through a registered apprenticeship? .... ☑ Yes ☐ No

If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

IBEW, KML Regional Council of Carpenters, Mercer County Technical School, Sustainable Jersey, Rider University- OOS

XIII. Special Authorizations and Exemptions

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? ..... ☐ Yes ☑ No
   If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9.

2. Does this project seek an exemption from the 10-subscriber minimum? ..... ☐ Yes ☑ No
   If "Yes," please demonstrate below (and attach supporting documents as relevant):
   a. That the project is sited on the property of a multi-family building.
   b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Has the Applicant left those specific sections blank? ..... ☐ Yes ☑ No
   If "Yes," attach a letter describing the proposed bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? ..... ☐ Yes ☑ No
   If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t)

conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.

Section C: Certifications

Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized.

Applicant Certification

The undersigned warrants, certifies, and represents that:

1) I, Chris Clark (name) am the SVP (title) of the Applicant Nexamp Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
6) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

Signed and sworn to before me on this 5 day of September, 2019

Natasha Meehan

Signature

Natasha Meehan

Name

NATASHA VALENTINE MEEHAN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES JULY 12, 2024

Project Developer Certification

This Certification "Project Developer / Installer" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process. In all other cases, this Certification is required.

The undersigned warrants, certifies, and represents that:

1) I, Chris Clark (name) am the SVP (title) of the Project Developer Nexamp Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
6) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

Signed and sworn to before me on this 5th day of September, 2019

Natasha Meehan
Signature

Natasha Meehan
Name

NATASHA VALENTINE MEEHAN
MY COMM. EXPIRES JULY 12, 2024
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Project Owner Certification

The undersigned warrants, certifies, and represents that:

1) I, Chris Clark (name) am the SVP (title) of the Project Owner Nexamp Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the SREC Registration Program or subsequent revision to the SREC Registration Program, if applicable; and
5) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
6) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

Signed and sworn to before me on this 5th day of September, 2019

Natasha Meehan

Signature

Natasha Meehan

Name

NATASHA VALENTINE MEEHAN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES JULY 12, 2024

Property Owner Certification

The undersigned warrants, certifies, and represents that:

1) I, Jason Kaplan (name) am the President (title) of the Property Kaplan Storage Company (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) My organization or I understand that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
4) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: SEPT. 5, 2019

Print Name: Jason Kaplan

Title: President Company: Kaplan Storage Company

Signed and sworn to before me on this 5 day of SEPT, 2019

_____

Signature

_____

Name

I. HENRY GLICKMAN
Notary Public, State of New Jersey
No. 2291919
Qualified in Essex County
Commission Expires 4/21/21

Subscriber Organization Certification *(optional, complete if known)*

The undersigned warrants, certifies, and represents that:

1) I, Zaid A. Ashai (name) am the Chairman and CEO (title) of the Subscriber Organization Nexamp, Inc. (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
4) My organization understands that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
5) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 9/6/2019

Print Name: ZAID ASHAI

Title: Chairman and CEO Company: Nexamp, Inc.

Signed and sworn to before me on this 6th day of September 2019

_____

Signature

Julie Beauchemin

Name

JULIE BEAUCHEMIN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 30, 2022

Section D: Appendix

Appendix A: Product Offering Questionnaire

Complete the following Product Offering Questionnaire. If there are multiple different product offerings for the proposed community solar project, please complete and attach one Product Offering Questionnaire per product offering.
Applicants are expected to provide a good faith description of the product offerings developed for the proposed community solar project, as they are known at the time the Application is filed with the Board. If the proposed project is approved by the Board, the Applicant must notify the Board and receive approval from the Board for any modification or addition to a Product Offering Questionnaire.

Exception: This "Product Offering Questionnaire" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process.

This Questionnaire is Product Offering number 1 of 1 (total number of product offerings).

1. Community Solar Subscription Type *(examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage)*:
   A percentage savings on the customer's bill credit.

2. Community Solar Subscription Price: *(check all that apply)*
   ☐ Fixed price per month
   ☑ Variable price per month, variation based on: Value of bill credits allocated to account, less discount.
   ☐ The subscription price has an escalator of _____ % every _____ *(interval)*

3. Contract term (length): _____ months, or _____ years OR ☑ month-to-month

4. Fees
   ☐ Sign-up fee: None
   ☐ Early Termination or Cancellation fees: None
   ☐ Other fee(s) and frequency: None

5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? ..... ☑ Yes ☐ No
   If "Yes," the savings are guaranteed or fixed:

☐ As a percentage of monthly utility bill

☐ As a fixed guaranteed savings compared to average historic bill

☑ As a fixed percentage of bill credits

☐ Other: _____

6. Special conditions or considerations:

Nexamp's contract is designed to make community solar accessible to everyone. We do not require any credit checks or FICO scores in order for a customer to sign up for our community solar program. We do not require long-term contracts and customers can cancel at any time by providing 90 days written notice. In order to ensure the host community receives the maximum benefit from this project, Nexamp will be offering a 45-day exclusive enrollment period for the residents of Hamilton Township.

Appendix B: Required Attachments Checklist

Note that this list is for indicative purposes only. Additional attachments may be required, and are identified throughout this Application Form.

Required Attachments for all Applications	Page	Attached?
Delineated map of the portion of the property on which the community solar facility will be located.	p.7	☑Yes ☐ No
For electronic submission only: copy of the delineated map of the portion of the property on which the community solar facility will be located as a PDF and in drawing file format (.dwg) or as a shapefile (.shp).	p.7	☑Yes ☐ No
Proof of site control.	p.8	☑Yes ☐ No
Copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER, if applicable.	p.11	☐Yes ☑ No
Proof of a meeting with NJDEP PCER, if applicable.	p.12	☐Yes ☑ No
A screenshot of the capacity hosting map at the proposed location, showing the available capacity.	p.12	☑Yes ☐ No
Substantiating evidence of project cost in the form of charts and/or spreadsheet models.	p.16	☑Yes ☐ No
Certifications in Section C.	p.19-23	☑Yes ☐ No
Product Offering Questionnaire(s).	p.24	☑Yes ☐ No

Required Attachments for Exemptions	Page	Attached?
The Applicant is a government entity (municipal, county, or state), and the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process: ⇨ Attach a letter from the Applicant describing the bidding process	p.6, p.19	☐Yes ☑ No
The proposed community solar project is located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP. ⇨ Attach special authorization from NJDEP for the site to host a community solar facility.	p.8	☐Yes ☑ No
The proposed community solar project has received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019. ⇨ Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.	p. 19	☐Yes ☑ No

Appendix C: Evaluation Criteria

The Evaluation Criteria chart below lists the various categories that the Board will consider in evaluating project Applications. Projects must score a minimum 30 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 30 points will be awarded program capacity in order, starting with the highest-scoring project and proceeding to the lowest-scoring project.

Evaluation Criteria	Max. Points
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	30
Siting Higher preference: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks Medium preference: canopies over impervious surfaces (e.g. walkway), areas designated in need of redevelopment No Points: preserved lands, wetlands, forested areas, farmland Bonus points for: landscaping, land enhancement, pollination support, stormwater management, soil conservation	20 Max. possible bonus points: 5
Product Offering Higher preference: guaranteed savings >10%, flexible terms* Medium preference: guaranteed savings >5% No Points: no guaranteed savings, no flexible terms* *Flexible terms may include: no cancellation fee, short-term contract	15
Community and Environmental Justice Engagement Higher preference: partnership with municipality, partnership with local community organization(s), partnership with affordable housing provider Medium preference: letter of support from municipality, project owner is a government and/or public and/or quasi-public entity, project owner is an affordable housing developer	10
Subscribers Higher preference: more than 51% project capacity is allocated to residential subscribers	10
Other Benefits Higher preference: Provides local jobs/job training, demonstrates co-benefits (e.g. paired with storage, micro-grid project, energy audit, EE measures)	10
Geographic Limit within EDC service territory Higher preference: municipality/adjacent municipality Medium preference: county/adjacent county No Points: any geographic location within the EDC service territory.	5

Hamilton Renewables Rooftop

New Jersey Community Solar Energy Pilot

Program Application

Contents

Exhibit A	Nexamp Overview
Exhibit B	Delineated Project Map & project Design
Exhibit C	Proof of Site Control
Exhibit D	Hosting Capacity Map
Exhibit E	Letters of Support
Exhibit F	Project Costs
Exhibit G	Community Solar Outreach and Contract Examples
Exhibit H	Additional Documents

Exhibit A: Nexamp Overview

Company Overview

About Nexamp

In 2007, U.S. Army veterans Will Thompson and Dan Leary realized a vision for making a range of renewable energy options more affordable and accessible to homeowners and businesses throughout the Commonwealth of Massachusetts. The pair launched NexGen Energy Solutions, a turnkey provider of renewable energy and carbon solutions, in their hometown of North Andover, Massachusetts. NexGen became Nexamp later in 2007.

During the early years, Nexamp delivered a variety of energy systems for residential, commercial, municipal and agricultural customers. Energy solutions offered included solar PV, solar thermal, micro-wind, geothermal heating and cooling, and a wide array of energy efficiency services. In 2011, Nexamp shifted its focus fully toward commercial and industrial scale solar facilities, working with businesses, municipalities, and property owners that wanted to realize the various benefits of renewable solar generation.

2015 marked Nexamp's first community solar project and the beginning of a new chapter for the company. Leveraging its integrated approach of developing, building, owning and operating solar plants, Nexamp turned its focus to community solar, and alongside that the mission of making the benefits of solar power available to everyone—homeowners, renters, non-profits, small businesses, farms and more. Nexamp was named NECEC Clean Energy Company of the Year in 2015 and a Solar Power World Top 3 Commercial Solar Developer in 2017.

In 2016, Mitsubishi's Diamond Generating Corporation made a significant investment in Nexamp, and in 2018 the group made an additional investment that gave it a controlling interest. Serving a rapidly expanding network of individuals, property owners, businesses, and communities that benefit from its nationally distributed portfolio of solar assets, Nexamp is a Massachusetts-based, nationally headquartered solar company that is laying the groundwork for a cleaner, more secure and resilient energy future.

Company Information

Year Founded	2007
Number of Continuous Years in Business	12
Ownership Status	Privately-held
Form of Legal Entity and Year Established	Delaware Corporation, 2007
Other Legal Names of Firm	Nexamp Capital, LLC Nexamp Solar, LLC Nexamp Asset Management Services, LLC
Changes in Ownership	As of August 23, 2018, Diamond Generating Corporation acquired a controlling stake in Nexamp, Inc.
Parent Company	Nexamp, Inc.
Number of Employees, Excluding Contractors	143 full-time employees

Nexamp Offices

Corporate Office	101 Summer St, 2nd Floor Boston, MA 02110
Local Offices	100 West Main Street Bound Brook, NJ 08805
	5335 Wisconsin Ave NW, Suite 440 Washington DC 20015
	401 Park Avenue South, 10th Floor New York, NY 10016

nexamp

Solar Energy.
Powered by Experience.

With operating solar projects spread out across more than 77 locations, we're leading the way when it comes to helping landowners monetize underutilized land. With more than a decade of solar development under our belts, we leverage our years of experience and hundreds of projects to ensure a successful outcome every time.

BY THE NUMBERS

200+
projects built totaling
150 + MW

CLEAN ENERGY COMPANY OF THE YEAR 2015
NEW ENGLAND CLEAN ENERGY COUNCIL

TOP 10 COMMERCIAL SOLAR DEVELOPER FOUR STRAIGHT YEARS 2015-2018
SOLAR POWER WORLD

BACKED BY DIAMOND GENERATING CORPORATION
A WHOLLY OWNED SUBSIDIARY OF
MITSUBISHI®

Our Development Process:

- One Point of Contact
- Efficient Project Permitting
- Responsible for Construction and Maintenance
- Responsible for Project Decommissioning

ABOUT NEXAMP

Founded by two U.S. Army Captains in 2007, Nexamp is leading the transformation to the new energy economy with proven solutions for the deployment and operation of clean energy assets. We make solar energy simple and profitable for our clients and partners while making an impact every day.

OUR VALUES

- Transparency
- Responsiveness
- Efficiency

GET STARTED

For more information, please visit
www.nexamp.com or call 877-707-0491

Selected Projects

Nexamp develops, designs, builds, owns and operates commercial-scale solar systems. Our fully integrated solutions allow us to deliver value to our clients and partners at every stage of a solar project.

MILLARD HILL 7,500 kW | Newfield, NY

PROJECT BENEFITS

- Landowners are able to monetize their land with no capital outlay required
- Solar arrays generate consistent and long-term lease revenue for the landowner

Millard Hill Solar is Nexamp's first community solar project in NY. This array was constructed and operating within 25 months of the contract sign date. Nexamp engaged with local officials to permit and construct this project in a streamlined manner.

Key Nexamp Project Services: Community Solar / Property Development / Asset Management

NEXAMP PEAK 2,300 kW | Hancock, MA

PROJECT BENEFITS

- Supports 44 local jobs through project construction and ongoing maintenance
- Equivalent of 2,000 metric tons of CO_2 offset on an annual basis

In 2015, Nexamp built its first community solar project at Jiminy Peak Mountain Resort in Hancock, MA. Covering 12 acres near the base of the mountain, Nexamp Peak was the largest community solar project in the northeast when it was constructed. It enables the resort to secure signifigant long-term lease revenue and helps supply 90% of its energy needs from local sources of renewable energy.

Nexamp Peak will deliver hundreds of thousands of dollars in annual savings to the resort and over 100 local residents and small businesses through Community Solar with Nexamp.

Key Nexamp Project Services: Community Solar / Property Development / Asset Management

Exhibit B: Delineated Project Map & Project Design

APPROVED

PROPOSED ARRAYS

PROPERTY LINE

ROOFTOP VENT (TYP.)

ROOF EDGE

10' SETBACK

POI

Sculptors Way

Fairgrounds

TRUE_NORTH

SCALE IN FEET

0 40 80 120 200

SYSTEM INFORMATION

TOTAL ARRAY SIZE (kW DC)	1312.74	386.10
TOTAL SYSTEM SIZE (kW AC)	1300	

LEGEND:

- PROPERTY LINE
- SHADE LINE

nexamp
101 Summer Street, Boston, MA 02110
Tel: (617) 431-1440 Fax: (978) 416-2525 Web: nexamp.com

Set Rev	Issued For	Date Issued
A	Development Set	09/03/2019
B	Development Set	09/04/2019
-	-	-
-	-	-

P.E. seal/Consultant:

Project:
11842 - Kaplan Storage PV
93 Sculptors Way,
Hamilton Township, NJ 08619

Drawing Title:
Conceptual Layout

Drawn by: J. McLaughlin | Scale: 1"-40' | Approved By: P.Canning

Dwg No:	Size: D	Sheet Rev:
PV-101		A

Company Confidential - This drawing or print is the property of Nexamp, Inc. and is subject to return on request. The design concepts and information contained herein are proprietary to Nexamp, Inc. and its subsidiaries and are submitted in confidence. They are not transferable and must be used only for the purpose for which the Drawing/print is expressly loaned. They must not be disclosed, reproduced detrimental to the interest of Nexamp, Inc. Nexamp, Inc. All patent rights are reserved unless they are expressly assigned in writing by a duly authorized representative of Nexamp, inc.

Exhibit C: Proof of Site Control

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT (this "Agreement") is made and entered into as of the 9th day of MAY 2019 (the "Effective Date"), by and between **KAPLAN STORAGE COMPANY,** a New Jersey Partnership whose address is 433 River Road, Highland Park, New Jersey 08904 (the "Lessor"), and **Hamilton Renewables, LLC,** a Delaware limited liability company, whose address is 101 Summer Street, Boston, Massachusetts 02110 (the "Lessee"). Lessor and Lessee together are referred to as "parties" and one of them as "party".

WHEREAS, Lessor is the owner of certain buildings in New Jersey, consisting of **93 Sculptors Way, Hamilton Township,** as more fully described in **Exhibit "A"** hereto (the "Property");

WHEREAS, the Lessee desires to acquire an exclusive option to lease the rooftops of the Property (the "Total Property") in order to construct, establish and maintain solar energy facilities for the New Jersey Community Solar initiative. The rooftop of this facilities represents approximately **1.51MW (MEGAWATTS)** of solar development. (the "Solar Energy Facilities").

NOW, THEREFORE, in consideration of the mutual covenants and agreement, and other good and valuable consideration, the parties hereby agree as follows:

GRANT OF OPTION TO LESSEE

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee, on the terms and conditions set forth below, the exclusive right and option (the "Option") to lease the Property.

STATEMENT OF AGREEMENT

The Option is granted pursuant to the following terms and conditions:

1. Lease Price. The "Lease Price" for the Property shall be as follows: In the event Lessee exercises the Option set forth herein in writing, Lessee shall pay to Lessor annual rent in the amount of:

(a) [redacted]

(b) **LEASE TERM: 20 years w/three-5-year extensions**

2. Option Period. Lessee shall have the right to exercise the Option by giving Lessor the Option Notice (as defined herein) at any time on or before TWELVE (12) months from Effective Date (the "Option Expiration Date"). If the Option is not exercised by delivery of the Option Notice on or prior to the Option Expiration Date, the Option shall expire. The period from the Effective Date until the Option Expiration Date shall be referred to herein as the "Option Period." [redacted] ("Option Fee") shall be paid by Lessee to Lessor for the initial Option Period.

During the Option Period, the Lessee may examine the Property to determine the appropriateness of installing the Solar Energy Facilities on the Property. Such examination may include, among other appropriate actions, the following:

(a) Review of Building structural system by a Licensed New Jersey Professional Engineer to confirm load carrying capacity of the structures.
(b) Review of existing Roof Membrane systems to confirm quality of roof system, determine if any leaks exists, and provide solutions for any concerns or issues with the roof as to not affect any Roof Warranties in effect. (Lessor to provide all roof warranty information for review).
(c) Perform detailed Roof measurements and Shading Analysis to confirm the maximum solar system sizes that can be installed.
(d) Confirm with EDC (utility company) for the interconnection requirements.
(e) Make application for acceptance into the N.J. Community Solar program.

3. Extension of Option Period. At the expiration of the Option Period, Lessee shall have the unilateral right to extend the Option Period for EIGHT (8) months from the expiration date [redacted]. If, prior to the end of the eight-month extension period, Lessor and Lessee both wish to further extend the Option Period beyond the extended expiration date, the Option Period may be further extended by an additional SIX (6) months upon [redacted] EIGHT (8) months beyond the initial Option Period.

4. Lessee's Representations and Warranties. As a material inducement to Lessor to enter into this Agreement Lessee represents and warrants to Lessor that:

(a) Lessee has full right, power and authority to execute and deliver this Agreement and to consummate the lease transaction provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties;

(b) Lessee has the financial ability to obtain any required governmental and public utility approvals for the construction, establishment and maintenance of the Solar Energy Facilities on the Property, as defined herein.

(c) Lessee is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and so at Closing Lessee will not be required to withhold from the purchase price any withholding tax under the Act and will sign an affidavit at Closing confirming same.

(d) Lessee has not made an assignment for the benefit of creditors, nor has Lessee filed, or had filed against Lessee, any petition in bankruptcy or for protection against creditors.

(e) Lessee shall not undergo any action, application or construction activity either during the Option period or thereafter which would in any way interfere, impact or negate with Lessor's current use of the property.

(f) Lessee shall provide copies of all applications, submissions and filings to any necessary governmental or public utility entity concerning the construction and establishment of the Solar Energy Facilities to Lessor at the same time as the applications, submissions and filing are made.

(g) Lessee represents and agrees that all representations of Lessee contained in this Agreement are true and accurate and will be true and accurate at the time of the execution of the lease. Lessee agrees to promptly notify Lessor if anything set forth above should change. At the time of the lease is executed

upon exercising of the Option, Lessee shall deliver a Certification to Lessee stating that the representations and warranties contained in this Agreement are still true and accurate and that there have been no changes to same.

4.1 Lessor Representations and Warranties: As a material inducement to Lessee to enter into this Agreement, Lessor represents and warrants as follows:

(a) Lessor is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and so at Closing Lessee will not be required to withhold from the purchase price any withholding tax under the Act and will sign an affidavit at Closing confirming same.

(b) Lessor has not made an assignment for the benefit of creditors, nor has Lessor filed, or had filed against Lessor, any petition in bankruptcy or for protection against creditors.

Lessor has not received any written notice from any governmental authority or other third party that the Property is not in compliance with any federal, state or local statutes, laws, ordinances and regulations related to the environment and/or hazardous materials or requires any clean-up or remedial action to address environmental conditions on, at, under or emanating from the Property.

(c) Environmental. Lessor has not received any notice of violation, citation, complaint, request for information, order, directive, compliance schedule, other similar enforcement order, or any other notice from any administrative or governmental agency, body, court or other entity, indicating that the Property or any business, activity or operation thereon, is not in compliance with any environmental laws as defined in any state or federal law, statute or ordinance. There are no outstanding violations or citations with respect to any local, county or State Board of Health (or similar entity) related to the Property.

(d) The Property has not been used in connection with any business engaged in operations which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes" (as such terms are defined in the New Jersey Industrial Site Recovery Act ("I.S.R.A."), N.J.S.A 13:1-K6 et seq.) and any other state or federal statute, code or law.

(e) Lessor represents and agrees that all representations of Lessor contained in this Agreement are true and accurate, to the best of Lessor's information and belief, and will be true and accurate at the time of Closing. Lessor agrees to promptly notify Lessee if anything set forth above should change.

5. Lessor's Reservations. During the Option Period and thereafter, the parties acknowledge that Lessor shall be able to fully occupy, use, rent/lease and enjoy the Properties for all purposes and shall be exclusively entitled to any and all revenues generated from such uses. During the Option Period, Lessor may enter into new commercial leases for all or portions of the Property for any such purposes, provided that the proposed uses are reviewed and approved by Lessee prior to the execution of such new leases where tenant requires rooftop space for purposes of confirming that they will not materially interfere with the operation of Lessee's Solar Energy Facilities.

6. Exercise of Option. If Lessee elects to exercise this Option, it shall do so by sending a written notice of such exercise to Lessor (the "Option Notice") prior to or on the Option Expiration Date, or any extension thereof. The Lease formalizing the terms and conditions between the parties and incorporating the terms and conditions contained in this Agreement, which shall be in substantially the form as attached hereto as Exhibit B (the "Lease"), shall then be executed within THIRTY (30) days after receipt of the Option Notice (the "Lease Date"), unless otherwise agreed by the parties.

7. Brokers. Each of Lessor and Lessee represent and warrant to the other that it has not hired, engaged, consulted or dealt with any broker or agent in connection with this Agreement, the lease of the

Property, or any other agreement to which the other party has or will have any obligation, other than the following.

8. Remedies. Following a default by either Lessor or Lessee under this Agreement, the other party shall have the right to pursue any remedy for such default available at law or in equity.

9. Time of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or when the Option Extension is exercised, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

10. Controlling Law. This Agreement has been entered under, and shall be interpreted and construed according to, the laws of the State of New Jersey where the Properties are located. In the event of a dispute arising under this Agreement, the parties hereby agree that the sole and exclusive jurisdiction and venue in which the dispute shall be resolved is the Superior Court of New Jersey, venue in Middlesex County, and each party agrees to be subject to the jurisdiction of the above court and not claim that the forum is not convenient *(forum non convenience).*

11. Entire Agreement, Modification. This Agreement constitutes the entire and complete integrated agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties with respect to the Property. Lessor and Lessee expressly agree and acknowledge that there are no oral or written understandings or agreements between them in effect that are not set forth in this Agreement or that in any way change the terms, covenants and conditions set forth in this Agreement or said confidentiality agreement, and that no modification of this Agreement or said confidentiality agreement, and no waiver of any of their terms or conditions, shall be effective unless made in writing and duly executed and delivered by Lessee and Lessor.

12. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date (i) when delivered if personally delivered by messenger service, (ii) one (1) business day after same is sent by an overnight courier service (such as UPS or FedEx), (iii) three (3) business days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, or (iv) when delivered if sent via email transmission provided that as of the date of the email transmission, an original of such e-mail also is sent to the intended addressee by one of the means described in clauses (i), (ii), or (iii) in this Section, to the parties at the following addresses:

If to Lessor: **KAPLAN STORAGE COMPANY**
433 River Road
Highland Park, NJ 08904
Attn: Jason Kaplan
Bret Kaplan
Hank Glickman

If to Lessee: **Hamilton Renewables, LLC**
c/o Nexamp, Inc.
101 Summer Street, Second Floor
Boston, MA 02110

...or to such other address or party as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address or addresses shall only be effective upon receipt

13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, successors-in title, and assigns.

14. Severability. In the event that any term of provision of this Agreement is found by a court of competent jurisdiction to be invalid and unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

15. Lessee's Right to Terminate Term and Agreement. Within the initial Option Period, Lessee shall have the right to terminate this Agreement at any time by giving Lessor written notice of termination, whereupon Lessee shall have no further duties or obligations hereunder and shall not be required to refund the Option Fee to Lessee. If, however Lessee terminates during the Option Extension Period, it shall not be entitled to a refund of the consideration payment or a prorated portion of the extension payment.

16. Counterparts and Execution and Delivery by Facsimile or Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile or electronic transmission. The parties intend that faxed or electronic (e.g. pdf. Format delivered by Email) signatures constitute original signatures and that a faxed or electronic copy or counterparts of this Agreement containing signatures (original, faxed or electronic) of a party is binding upon that party. Each signature page to any counterpart of this Agreement may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages.

17. Drafting of the Agreement. There shall be no presumption against either party with regard to the wording or language contained in this Agreement. The parties acknowledge and agree that each was actively involved with the negotiation and drafting of this Agreement. Further, each party's legal counsel reviewed, or had the opportunity to review this Agreement prior to its execution. The parties agree any Court, arbitrator or mediator which may hereinafter interpret this Agreement will not construe the Agreement against any particular party which may have originated, typed or prepared any particular provision.

18. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE LESSOR AND LESSEE BELOW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THIS TRANSACTION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO LESSOR TO ENTER INTO THIS TRANSACTION.

19. Payment of Contractors: Limited Guaranty. Lessee acknowledges that Lessee is responsible for paying, and agrees to timely pay, for the services of any independent contractor engaged by Lessee to conduct due diligence on or with respect to the Property and herein indemnifies Lessor and holds Lessor harmless from all losses and liabilities suffered or sustained by Lessor, and any and all claims brought against Lessor, caused by or arising out of the conduct of such due diligence activities by Lessee or Lessee's employees or independent contractors. Such obligations of Lessee shall survive expiration or termination of Lessee's Option to lease the Property. Lessee shall not allow any lien to attach to the Property as a result of Lessee's or Lessee's independent contractors' due diligence activities on or with respect to the Property. The provisions of this Paragraph shall survive the expiration or termination of Lessee's Option to lease the Property for a period of 180 days.

20. Headings. The section and subsection headings, titles or captions contained in this Agreement are for reference purposes only, and for the convenience of the parties. They do not have any independent meaning and are not intended to alter or supersede the content of the section or subsection.

IN WITNESS WHEREOF, Lessor has executed and delivered this Purchase Option Agreement to be effective as of the date first written above.

LESSOR: KAPLAN STORAGE COMPANY

By: [signature]

Name: JASON KAPLAN

Title: PRESIDENT

Date: 5/9/19

IN WITNESS WHEREOF, Lessee has executed and delivered this Purchase Option Agreement to be effective as of the date first written above.

LESSEE: Hamilton Renewables, LLC

By: [signature]

Name: CHRIS CLARK

Title: SVP

Date: MAY 3, 2019

EXHIBIT A

DESCRIPTION OF THE PROPERTIES

The Property means the real property located at 93 Sculptors Way, Hamilton Township, NJ, containing approximately 12.74 acres, which is all, or portion of the property conveyed to Landlord by deed dated December 5, 1985 recorded February 24, 1986 in Mercer County Clerk's Office in Deed Book 2328 Page 388.

EXHIBIT A-1

FACILITY PRELIMINARY CONCEPTUAL DESIGN

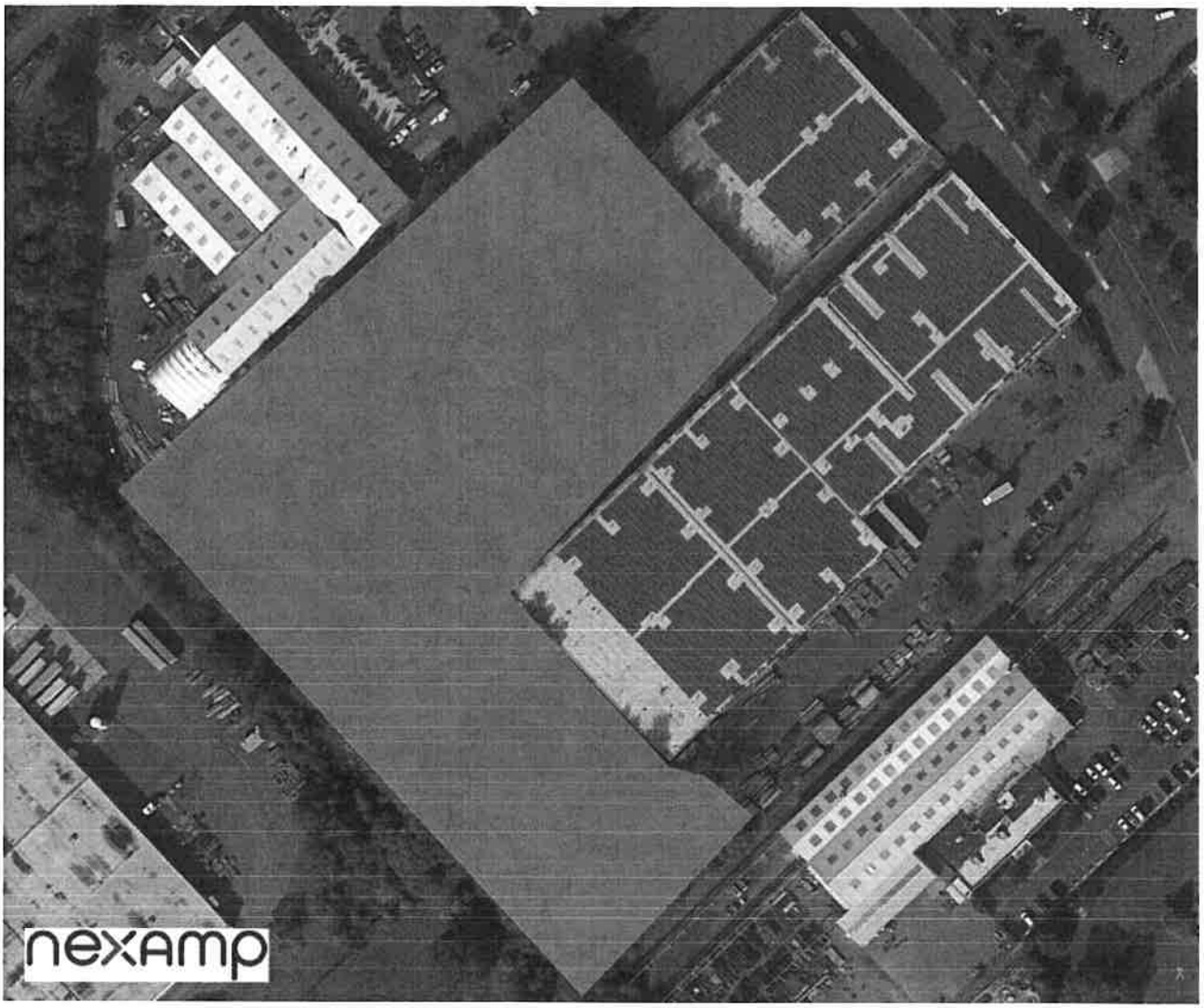


EXHIBIT B

FORM OF LEASE

[Attached]

Exhibit D: Hosting Capacity Map

- Red represents area that have less the 100kW available.
- Yellow represents areas that have 100-1000kW available.
- Green represents areas that have over 1000kW available.

This map is for informational purposes only, please submit a formal application for an official response.

**Map works best with Google Chrome, Mozilla Firefox and Internet Explorer v8.0 and above browsers.*

Legend

SolarPowerSuitability

- >1000kW
- 100-1000kW
- < 100kW

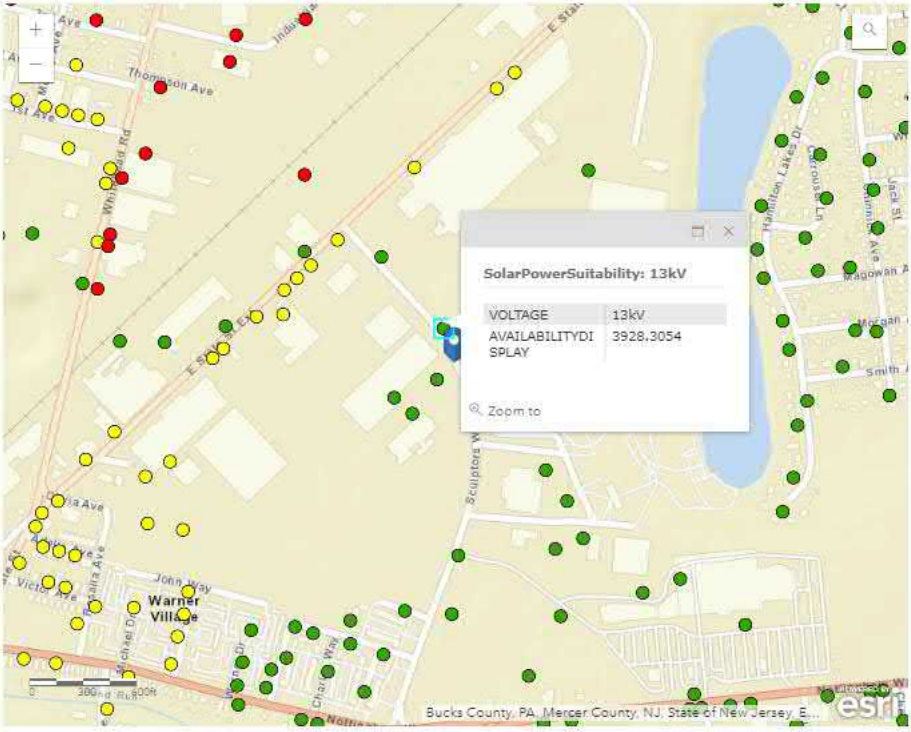


Exhibit E: Letter of Support

The Township of Hamilton

Kelly A. Yaede
Mayor

Township Council
Eileen Gore, *Municipal Clerk*
Anthony P. Carabelli, Jr.
Jeffrey S. Martin,
Ralph V. Mastrangelo
Ileana Schirmer
Richard L. Tighe, Jr.

August 28, 2019

New Jersey Board of Public Utilities
44 S Clinton Ave
Trenton, NJ 06825

Dear New Jersey Board of Public Utilities Representatives,

The undersigned are members of Hamilton Township (Mercer County) Council. Our historic township of roughly 90,000 residents in 40 square miles contains a suburban demographic as well as many small businesses and public parks. Hamilton Township places an emphasis on green initiatives and is seeking participate in New Jersey's Community Solar Pilot Program as well as contribute towards its 2050 greenhouse gas reduction goal.

We would like to express our support for the Hamilton landfill and the rooftop solar project on Sculptors Way being developed by Nexamp, Inc. These projects, once operational, will provide solar energy bill credits to Hamilton Township residents that will guarantee them long-term savings on their electric utility bills as well as provide annual tax revenue to Hamilton Township.

Nexamp's program requires no credit checks, no upfront costs and no cancellation fees which make it easier for residents of Hamilton to participate, especially our low and moderate income residents. In addition, Nexamp's model of continuous ownership and operation of its arrays demonstrates to us that they have a long-term, vested interest in providing the best possible experience for Hamilton Township for the entire lifetime of the projects.

We are eager and excited for these projects to begin construction and operation, delivering savings to our residents and helping New Jersey achieve its equity and climate goals.

Sincerely,

Jeff Martin, Council President
Anthony Carabelli, Councilman
Ileana Schirmer, Councilwoman

Rick Tighe, Council Vice-President
Ralph Mastrangelo, Councilman

CC: Bradlaugh Higginbottom, Nexamp
Hon. Kelly Yaede, Hamilton Township Mayor

2090 Greenwood Avenue P.O. Box 00150 Hamilton, NJ 08650-0150
Telephone 609-890-3622 Fax 609-631-8287
Website www.HamiltonNJ.com

Exhibit F: Project Costs

Line Item Category	Cost
Major Equipment	$1,255,614
Wiring & Labor	$577,612
Installation & Labor	$157,968
Fence	$2,500
Engineering	$84,786
Monitoring	$37,000

Exhibit G: Community Solar Outreach and Contract Example

The Following Pages Contain:

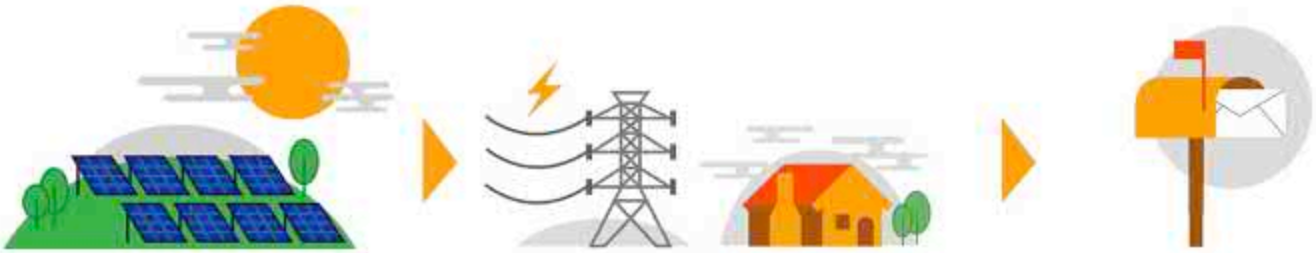
- A sample marketing document from the Maryland Community Solar Pilot Program, where Nexamp completed the state's first LMI project.
- Community Outreach Document are also attached.
- An example contract from Nexamp's current New York Community Solar Program that will be modified and adjusted for the New Jersey Community Solar Program.

community solar with nexamp

BBB ACCREDITED BUSINESS

Go Solar. Save Money.
No Rooftop Panels Required.

Maryland's Community Solar Pilot Program has set aside a portion of shared solar farms for low-and-moderate income subscribers in order to expand access to solar to all Maryland residents



1. Subscribe to a local Nexamp solar farm
2. Add clean, solar energy to your utility grid
3. Receive credits from your utility and save on your annual electricity cost

The Benefits:

- **No installation** of any equipment on your roof or property.
- **No upfront costs** or long-term contracts.
- **Save up to 10%** on your annual electricity cost.
- **Support solar power** and demonstrate your commitment to renewable energy.

Household Income Levels for Qualification:

- Less than $71,900 for a four-person household
- Less than $57,500 for a two-person household
- Less than $50,350 for a single resident

Visit nexamp.com to learn more or call 833-678-4862

Nexamp – 101 Summer Street, Boston, MA 02110 - gosolar@nexamp.com

community solar with nexamp

Go Solar. Save Money.
No Rooftop Panels Required.

Learn About the Benefits of Community Solar

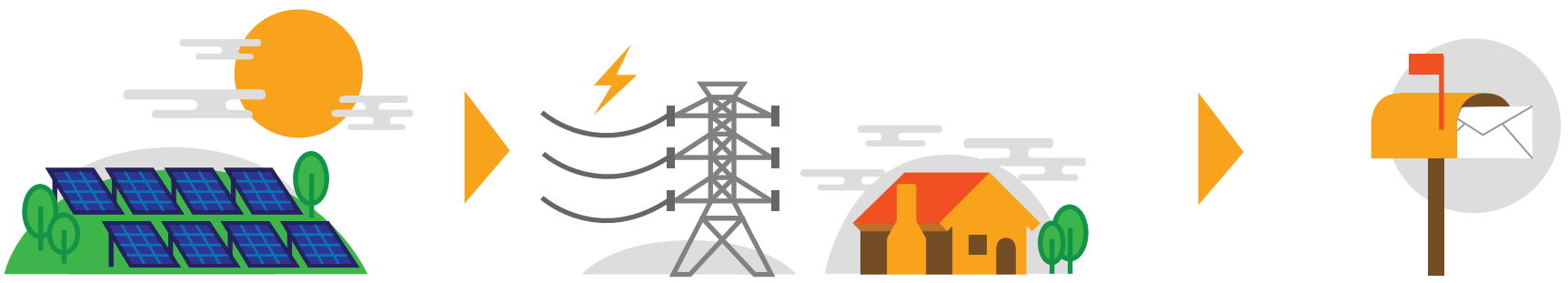
Please bring a recent electricity bill so you can enroll at the meeting!

Attend an upcoming Nexamp information session

Thursday, January 24th at 6:30 PM
Saturday, January 26th at 10:00 AM

2090 Greenwood Avenue
Hamilton, NJ 08650

Community Solar programs allow PSE&G Electric utility customers to tap into solar energy and save on their annual electricity cost without having to install solar panels.



1. Subscribe to a Nexamp solar farm located in Hamilton Township
2. Add clean, solar energy to the electric grid, generating energy credits
3. Purchase energy credits at a discount, reducing your electricity costs up to 10%

Learn more at nexamp.com/communitysolar or call 800-945-5124

Dear <Name>,

We're excited to let you know that residents of Hamilton Township are eligible to subscribe to a community solar farm that are managed by Nexamp and going live in 2020. **We will be hosting information sessions on January 24th and January 26th for you to learn more about how you can tap into these solar farms and reduce your electric bill.**

The solar farm located in Hamilton Township, will add nearly 1.2 megawatts of renewable energy to PSE&G electrical grid in 2020.

Nexamp's solar farms are part of New Jersey community solar program, which allows residents to subscribe to a share of a local solar farm and **go solar without rooftop panels**. Subscribers receive credits on their electrical utility bill for the energy produced by their solar farm share.

As part of the agreement between the town and Nexamp, residents have first access to shares of Nexamp's solar farms in Hamilton. Residents are be eligible to receive Nexamp's standard 10% discount on their credits. With Nexamp, there are no upfront cost or long-term commitment- you can cancel your share at any time.

To learn more or sign up, please visit www.nexamp.com/community-solar or call Nexamp at 800-945-5124.

You can also join us at one of our upcoming information sessions. Please bring a recent electricity bill to the meeting so that Nexamp can estimate the size of the solar farm share you will need.

Thursday January 24th	**Saturday January 26th**
6:30PM	**10:00 AM**

We look forward to seeing you there.

Zaid Ashai
President & CEO, Nexamp

Printing and postage costs for this letter were paid for by Nexamp, Inc.

nexamp

Community Solar Information Session

Nexamp is BRINGING SOLAR to Herkimer County in 2019!

Please join us at this community meeting to learn about:

- Opportunities for electrical and civil contractors, racking and module installers, landscapers and snow removal contractors who will help build and maintain our community solar farms.
- Opportunities for residents to save 10% on their electric bills and participate in the green energy revolution happening in Herkimer County.

Come Join Us:

January 24, 2019 at 6:00 pm

Herkimer College
100 Reservoir Rd, Herkimer, NY
College Center - Room 288

community solar with

nexamp

Go Solar. Save Money.
No Rooftop Panels Required.

Community Solar programs allow utility customers to tap into solar energy and save on their annual electricity cost without having to install solar panels.

1. Subscribe to a local Nexamp solar farm
2. Add clean, solar energy to your utility grid
3. Receive credits from your utility and save on your annual electricity cost

THE BENEFITS:

- **Save** on your annual electricity cost.
- **Your utility will stay the same,** and you can continue using a third-party supplier
- **Support solar power** and demonstrate your commitment to renewable energy.
- **No installation** of any equipment on your roof or property.
- **No upfront costs** or long-term contracts that lock you in for years.
- **No credit check.**

Visit nexamp.com to learn more or call 800-945-5124

Nexamp – 101 Summer Street, Boston, MA 02110 - gosolar@nexamp.com

FREQUENTLY ASKED QUESTIONS

Am I eligible to enroll?

Nexamp is not yet enrolling subscribers in New Jersey but we plan to start at the end of 2019.

What is my guaranteed discount?

You are guaranteed to receive a 10% discount on the credits you earn from your solar farm share. Nexamp will calculate how many credits you need to offset your annual electricity costs.

How is my solar allocation determined?

As part of the subscription process, you will provide your utility account number or latest utility bill to Nexamp so that we can analyze your monthly electricity usage. Nexamp uses that information to allocate a share of the solar farm that should earn you enough credits to offset nearly all of your annual electricity charges.

Am I guaranteed a discount for a specified period of time?

You are guaranteed the same discount on your credits for 25 years, however, you may cancel your contract at any time. It may take up to 90 days for the cancellation to go into effect.

Is there a penalty for canceling my subscription?

No. There are no penalties or termination fees. Should you choose to leave the program, it may take up to 90 days for the cancellation to go into effect.

Do I get two bills?

Yes (for now). Nexamp will send you a monthly invoice for your share of the farm, and you'll continue to receive your regular electricity bill, minus your earned credits. You can sign up for automatic bill pay with Nexamp, which can alleviate any extra work.

Does this mean I no longer receive power from my local utility?

No. Your power will still be delivered to your home by the same utility – Nexamp will just feed energy into the utility grid. If there's ever a problem or outage, you'll get the exact same service from the exact same people.

Do I have to switch my utility or my energy supplier?

No. If you are purchasing power through a CCA or from a third-party energy supplier or ESCO, you can continue to do so. Enrolling in community solar is a good way to reduce your electricity costs without impacting your relationship with your existing energy supplier.

nexamp

Community Distributed Generation Disclosure Form		
Customer Information **Distribution Utility**	**Customer Name:** **Company:** **Email:** **Phone:** **Utility Provider:**	**Utility Account:** **Billing Address:** **Service Address (if different):**
Overview	This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.	
Price, Fees, and Charges	**Cost to Enroll: $0** Each billing period, the price charged by Nexamp (the "Price") will equal the value of the bill credits allocated to your Utility Account, less your Discount. The Price of your subscription will be determined by the value of bill credits allocated to your Utility Account, but your Discount is fixed for the full term of your subscription.	**Discount:**
Project Location and Customer Allocation	**Project Location:** **Project Size:** kW DC If a Project with an earlier Anticipated In-Service Date becomes available, we may assign you to that Project and notify you in advance.	**Customer Allocation:** kW DC **Anticipated In-Service Date:**
Length of Agreement and Renewal	**Subscription Type:** Pay-as-you-Go **Subscription Term**: Up to 25 years. If you need to cancel your subscription for any reason, you may do so at any time by following the guidelines below (under "Early Termination").	
Early Termination	You may terminate your subscription, with no penalty, by providing Nexamp at least 90 days' prior written notice. Nexamp may terminate your subscription for failure to make timely payment or other violations under the contract. All amounts due and payable to Nexamp will survive any Early Termination.	
Estimated Benefits	Your Utility Provider will distribute bill credits for the energy generated by your Allocation. Your savings will be equivalent to the value of bill credits multiplied by your Discount. **Estimated Annual Energy for your Allocation:** kWh **Bill Credit Type**: Monetary Credits (based on Value Stack)	
Guarantees	The energy generated by the Project will vary each month. This contract does not guarantee a minimum level of system performance or production of energy. Your Price will always reflect the Discount, but this contract does not guarantee savings on a monthly basis.	
Data Sharing and Privacy Policy	Your subscription authorizes Nexamp to request and receive historical electricity consumption information from your Utility Provider, which will not be shared with third parties. Our privacy policy can be found online: https://www.nexamp.com/privacy-policy	
Right to Cancel Without Penalty	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at 1-800-945-5124 or solarize@nexamp.com.	
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.	
Other Important Terms	Your allocation may be adjusted, as needed, to better reflect your annual electricity consumption expectations.	
Preparer Name and Contact Information	**Contact:** Nexamp Community Solar Team **Email:** solarize@nexamp.com	**Phone:** 1-800-945-5124 **Address:** 101 Summer St, 2nd Floor Boston, MA 02109

Signature of Authorized Company Official or Representative: Date:

Signature of Customer: Date:

Community Solar Subscription Agreement

Agreement Effective Date:

Parties to this Agreement:

Seller: **Nexamp, Inc.** Contact: Nexamp Community Solar Team Email: solarize@nexamp.com 101 Summer St, 2nd Floor Boston, MA 02110	**Buyer:** Name: Email: Phone: Mailing Address:
Solar Facility: the "Facility" is a ≤2,000 kW AC Community Distributed Generation (CDG, or "community solar") facility located within the following utility territory and NYISO zone:	**Meter Address** (if different from Mailing Address)
Utility:	**Utility Account number ("Account")**:
NYISO zone:	"**Service Classification**":
"Anticipated Start Date" is [ ]:	"**Discount**": Ten percent (10%)
Seller will notify Buyer of the "**Actual Start Date**," which is the date on which the Utility grants permission to operate the Facility.	**"Allocation":** kW DC Seller may, per the terms of this Agreement, adjust Allocation to better reflect Buyer's expected annual electricity consumption and will notify Buyer of any such adjustment.

This is a Community Solar Subscription Agreement (this "Agreement"), reflecting Buyer's subscription to the Solar Facility. Seller, or its affiliates, will own and operate the Facility and deliver electricity generated by the Facility to the Utility. Buyer will receive a credit on Buyer's electricity bill ("Credit"). The Credit will be based on Buyer's kW allocation of the Facility and the corresponding kWh output (the "Allocation") as it may be modified from time to time, pursuant to the terms herein, to align the Allocation with Buyer's expected annual electricity consumption.

In a given billing period, if Buyer's Allocation results in a Credit that exceeds Buyer's electricity consumption, as measured in kWh on its applicable Utility bill, such excess Credit will be carried forward to be applied to Buyer's future Utility bills. In a given billing period, if Buyer's Allocation results in Credit that is less than Buyer's electricity consumption, Buyer will owe the balance to the Utility for any Utility costs not offset by Credits received from the Seller.

In consideration of the mutual premises, representations, warranties, covenants and conditions herein, the Parties agree as follows.

1. **Parties:** The parties (each a "Party" and collectively the "Parties") to this Agreement are Buyer and Seller, together with each of their respective successors and assigns. Under this agreement, Seller will act as the "Sponsor" or "CDG Host", and Buyer will act as the "Community Solar Subscriber" or "CDG Satellite."

2. **Quantity of Credit purchased by Buyer:** The "Quantity" means the value of the Credit associated with Buyer's Allocation, as calculated per the Utility tariff and the Buyer's Service Classification, and applied to the Buyer's Utility bill. For the avoidance of doubt, Buyer understands that electric supply charges used in calculating the Credit will be based on Utility supply prices, even if Buyer is enrolled with a third party electricity supplier.

Buyer agrees that it will not change the Buyer's Service Classification unless it has requested in writing and received approval from the Seller.

3. **Credit Price:** The "Credit Price" equals the Quantity ***reduced by*** the Discount stated in this Agreement.

4. **Agreement Term:** The Term begins on the Effective Date, and except as this Agreement may be terminated pursuant to the terms herein, shall continue until the twenty-fifth (25^{th}) anniversary of the Facility's Actual Start Date, unless otherwise mutually extended by the Parties.

5. **Early Termination:** This Agreement may be terminated prior to the end of the Term (the "Early Termination Date") as follows:
a) by Seller (i) at any time prior to the Facility's Actual Start Date, upon notice to Buyer, if Seller, in its sole discretion, determines that it should abandon developing the Facility, (ii) if net energy metering or a substantially similar form of bill crediting is no longer available to the Facility, Buyer or to Utility customers, or (iii) if the Facility is fully or partially damaged or destroyed by fire, storm, flood, earthquake, vandalism or other disaster or accident (a "Casualty Event").
b) by Buyer (i) prior to the Actual Start Date if the Actual Start Date has not occurred within 30 days of the Anticipated Start Date, or (ii) after the Actual Start Date, provided Buyer has given Seller at least 90 days' prior written notice, after receipt of which Seller may terminate this Agreement on the earliest available date upon which Buyer's Allocation may be changed with the Utility. Buyer understands that, should excess Credit remain to be applied to Buyer's Utility Account at such a time when Buyer terminates this Agreement, Buyer may forfeit the entirety of such excess Credit as required by operation of Utility policies and applicable law.

Upon early termination under this Section 5, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall have no further obligations hereunder, except those which survive this Agreement's expiration or termination.

6. **Sale and Purchase; Payment; Delivery:**
a) Seller shall sell to Buyer, and Buyer shall accept from Seller, the Quantity for the Term. Seller shall invoice Buyer monthly for the Credit Price and Buyer shall pay the invoices within 30 days of such invoice date according to the payment instructions therein ("Payments"). Buyer agrees to pay any applicable sales or use taxes associated with this Agreement, as invoiced by Seller or directly by Buyer's local jurisdiction, unless prohibited by law.
b) To deliver the Credit to Buyer, Seller shall deliver Facility's electricity to the Utility at the Facility meter as the electricity is produced, from the Actual Start Date through the Term. The Utility will allocate Buyer's Credit to Buyer's Utility Account according to Seller's direction, and Utility will be solely responsible for calculating the Quantity of the Credit applied to Buyer's monthly electricity bill in accordance with applicable Utility tariffs and applicable law.

c) Buyer understands that the Credit delivered to Buyer in any particular billing period will be reflected on Buyer's Utility Account statement according to the Utility's billing cycle, and that certain Utility costs cannot be reduced or offset by the Credit.
d) Buyer may change its Utility Account for Credit delivery, or its Allocation, by written notice to Seller, provided that the new account is in the same Utility territory as the initial Account. The new account or Allocation will take effect on the earliest available date upon which the Facility allocation may be changed with the Utility after Seller's receipt of Buyer's notice under this section 6(d). Seller will administer this process, which may take up to 90 days for the Seller and the Utility to complete. Buyer shall remain responsible for paying for the Quantity transferred to its Utility Account until the Utility begins allocating the Quantity to a new account. (**Facility Credit Allocation may be changed not more than once during each billing period upon at least 30 days prior notice by Seller to the Utility.)**

7. **Title.**
a) As between Seller and Buyer, Seller will claim and receive any and all tax, environmental or other credits, grants, subsidies, renewable energy credits, environmental attributes, carbon offset credits, rebates or other benefits related to the Facility or its output (collectively "Incentives"), and any other benefits of owning the Facility, both presently and in the future. Buyer will NOT have the option to buy any equipment of the Facility at any time during or at the end of the Term.
b) As between Seller and Buyer, title to, and risk of loss of, the Credit will pass from Seller to Buyer upon allocating the Credit to Buyer's Utility Account.
c) This Section 7 shall survive Agreement termination.

8. **Assignment; Insurance; Risk of Loss:**
a) Seller may assign, sell or transfer the Facility and/or this Agreement without Buyer's consent including making collateral assignments for security purposes, and Buyer hereby consents to both of the sale of the Facility to a financing party and the collateral assignment of Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.
b) Buyer may not give, sell, transfer or assign this Agreement, either in whole or in part, or the Credit purchased under this Agreement, to a third party without Seller's express written consent. Such assignment shall be effective upon the next occurring date upon which the Facility's allocation may be changed from Buyer to its assignee.
c) Seller will insure the Facility and bear the risk of loss, damage, theft, destruction or similar occurrence of any part or all of the Facility during the Term.

9. **Termination for Default.** Buyer will be in default if Buyer fails to make a monthly Payment within 30 days after its due date. If Buyer is in default, Seller may terminate this Agreement without Buyer's consent. If Seller terminates this Agreement due to Buyer's default, Buyer's liability to Seller will not exceed the amount of unpaid Payment(s) owed through the end of the next occurring date upon which the Credit Allocation may be changed with the Utility, plus a reasonable administrative fee, if applicable.This Section 9 shall not otherwise limit a Party's remedies at law or equity.

10. **Entire Agreement; Survival:** This Agreement contains the Parties' entire agreement, and there are no other agreements between the Parties regarding the Facility or the Credit, either written or oral. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the

Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved by arbitration and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

11. **Right to Modify:**
(a) Except as otherwise provided in this Agreement, Seller reserves the right to amend this Agreement from time to time, *provided, however,* that this Section 11 shall not permit Seller to modify the Discount. Seller shall provide Buyer with written notice of such modifications effectuated in accordance with this provision at least 30 days prior to the date such modifications become effective**.** Notice will be sent to the email address as provided by Buyer to Seller.
(b) Any modifications to this Agreement not provided for in Section 11(a) must be in writing and signed by both Parties.

12. **Governing Law:** This Agreement is governed by the law of the State of New Jersey without giving effect to the principles of conflict of laws that would require the application of any other law.

13. **Customer's Rights:** Buyer acknowledges that Buyer is advised of his or her rights under New York's Home Energy Fair Practices Act (a summary of which can be found at http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf), and under the Uniform Business Practices for Distributed Energy Resources Suppliers (a summary of which can be found at https://www.nyserda.ny.gov/-/media/A592A57FE72649FB88DD25E001CA803B.ashx). Buyer understands that if Buyer has complaints about Seller or general questions, Buyer may contact the Office of Consumer Services, New York State Public Service Commission, Empire State Plaza, Agency Building 3, Albany, NY 12223-1350, 1-800-342-3377.

14. **Notices:** All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing, shall be deemed delivered upon receipt (except notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: first class mail, return receipt requested; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the Parties' addresses stated on page 1 of this Agreement.

15. **Limitation of Liability and Warranty Disclaimer:** TO THE MAXIMUM EXTENT PERMITTED BY LAW a) (1) SELLER'S LIABILITY TO BUYER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND WILL IN NO EVENT EXCEED THE AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT; AND (2) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES. THIS AMOUNT OF LIABILITY IS BUYER'S SOLE AND EXCLUSIVE REMEDY, AND BUYER HEREBY WAIVES ALL OTHER REMEDIES OR DAMAGES AT LAW OR EQUITY; AND
b) EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE FACILITY. SELLER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

16. **Indemnification:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ITS SUCCESSORS AND ASSIGNEES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS,

JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM BUYER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. **No Profit:** This Agreement, and Buyer's Payment made hereunder, entitle Buyer solely to the Credit, which may only be used towards Buyer's electricity consumption from the Utility under the Buyer's Utility Account as and when applied to the Buyer's Utility Account by the Utility. While Buyer's net electricity cost may be reduced as a result of entering into this Agreement, Buyer will not otherwise be entitled to any profit (through any tax credits, rebates, earnings, capital appreciation or otherwise) related to the Facility or entering into or transferring or assigning its rights under this Agreement.

18. **Cooperation:** Buyer shall cooperate with Seller and the Utility as reasonably necessary to ensure this Agreement complies with community shared solar laws and regulations.

19. **Authorization to Receive Historical Consumption Information**. Buyer hereby authorizes Seller to request and to receive from the Utility Buyer's historical consumption information under its Utility Account.

20. **Buyer Status with Utility**. Buyer hereby certifies to Seller and permits Seller to confirm with the Utility that (a) Buyer's monthly peak demand under the Utility Account is less than 25kW and (b) Buyer is not already treated by the Utility as a net metered customer generator, a remote net metered host, or a CDG satellite account. Buyer understands that Buyer's treatment under any of the foregoing will disqualify it from receiving the Quantity and shall permit Seller to immediately terminate this Agreement upon written notice to Buyer from Seller.

21. **Buyer Representations.** Buyer hereby represents and warrants to Seller that (a) Buyer has read and understands the terms of this Agreement and has had the opportunity to ask questions of Seller and to seek the advice of an attorney, if desired, (b) Buyer is duly authorized to execute, deliver and perform this Agreement and such execution, delivery and performance does not violate any applicable law, (c) this agreement is Buyer's valid obligation and is enforceable against Buyer in accordance with its terms, (d) Buyer's name is associated with the Utility Account and Buyer has the full right, power and authority to enter into this Agreement, and (e) all information provided by Buyer, including Utility and banking information, is accurate, true and complete in all respects.

Buyer	**Seller**
By:	By:
Name:	Name: Zaid A. Ashai
	Title: Chairman and Chief Executive Officer

Exhibit H: Additional Documents

The following pages contain:

-Community Engagement Example

-Nexamp O&M Overview

nexamp

Dismas House

Worcester and Oakham, Massachusetts

> Nexamp is a critical partner to our organization. With the reduction in costs on our electric bill, we are able to utilize the savings to support our clients with housing and services. Additionally, we are able to participate in the developing green economy, signaling to our donors and supporters that we are an environmentally responsible nonprofit.
>
> **David McMahon**
> Co-Executive Director, Dismas House of Massachusetts Inc., Worcester MA

For anyone who has served time in prison, returning to the community can be a very complex and challenging transition. Organizations that serve this population and provide resources to aid in the process are extending a vital service. Since 1988, Dismas House, Dismas Family Farm and Father John Brooks House in Massachusetts have been providing a welcoming place for former prisoners to live and work. Residents who were previously homeless are now engaged in the hard work of rebuilding lives and rekindling hope for themselves and their families. The dedicated staff at the facilities—many of them former prisoners themselves—provide important educational, recovery and re-entry tools to residents. Dismas believes that by offering a supportive community environment, it becomes easier to reconcile former prisoners to society and society to former prisoners.

Get Started

Contact Nexamp to learn how your organization can subscribe to community solar.

Call: 800-945-5124
Email: solarize@nexamp.com

In 2015, Dismas House enrolled in the Community Solar with Nexamp program and now is offsetting much of its annual electricity expense with a subscription to one of Nexamp's local community solar farms. With no equipment to install, no upfront costs and no cancellation fee, Community Solar with Nexamp is an easy and risk-free way for Dismas House to benefit from locally produced clean energy. By saving on electricity costs, Dismas is able to invest more in the programs and resources that directly align with its mission. And, because there is no maintenance involved in a community solar subscription, there is nothing to distract the staff from focusing on the needs of residents.

Dismas House Co-Executive Director David McMahon sees this partnership as a fourth pillar in nonprofit sustainability, enhancing the traditional fundraising, grant writing and government funding. Clean energy provided through the Community Solar with Nexamp program lowers utility costs and reduces the organization's carbon footprint, creating exciting new opportunities for Dismas to help former prisoners once again become happy and productive members of the community.

Nexamp Solar O&M Overview

Nexamp Asset Management Services, LLC
Solar PV Operations & Maintenance Services, Assets & Leadership

Submitted by:
Will Thompson
Senior Vice President

Contact:
wthompson@nexamp.com
978-653-4448
101 Summer Street, 2nd Floor
Boston, MA 02110

Overview

We appreciate the opportunity to provide this operations and maintenance services overview for a 4.98 MW (DC) ground mounted solar photovoltaic (PV) array to be constructed in Franklin Township, NJ. Nexamp's veteran team of power and solar professionals understands what it takes to manage, maintain and deliver maximum revenue from solar plants. We provide full spectrum operations and asset management services for our own, as well as third party systems. Our team actively monitors and provides preventative, corrective and condition-based maintenance for 127 MWs of PV at over 160 commercial, residential and government owned plants. Our network of experienced, licensed and insured solar trained electricians evaluate plant performance remotely and respond on site quickly.

Proposed Scope of Work

Nexamp Asset Management Services (NAMS) proposes to provide monitoring, scheduled and unscheduled maintenance services as follows.

Active Monitoring

- Seven-day, Nexamp Energy Center support and real time monitoring of owner's data acquisition system (DAS) and alert management system.
- Monthly report to owner of actual versus modeled production.
- Annual report to owner of actual production versus performance guarantee.

Annual Scheduled Maintenance

- Comprehensive inspection of modules and exposed array wiring.
- Comprehensive inspection of the mounting system components and foundations.
- Visual check of power terminations & connections including DC combiner boxes, AC & DC disconnects, inverters and PV modules and re-torque as necessary.
- Infrared inspection of combiner boxes, AC & DC disconnects, inverter and switchgear connections.
- Ground continuity testing and correction of any unsafe or abnormal issues.
- Inspection of all fuses in inverters, combiner boxes, and disconnects.
- Testing and documentation of string level voltage and amperage values.
- Complete inverter preventative maintenance inspection to include cleaning and replacement of air filters where applicable.
- Visual inspection and verification of weather station component operation.
- Visual inspection and replacement of unserviceable or missing labeling.
- Visual site inspection to include drainage controls, vegetation, shading, etc.
- Vegetation management of array areas and overhead lines.

Service (Unscheduled Maintenance)

- Upon receipt of automated equipment alerts, remote troubleshooting activities, or service requests, and as personnel safety and weather conditions permit, Nexamp initiates actions within 24 hours to return the facility to full capacity.

Service Offerings

The following services are typically included in our services agreement or offered on a time and material (T&M), cost plus basis. This applies to parts and labor, as well as subcontracted services including mileage and expenses. Examples of our most commonly requested services include, but are not limited to:

- 7/365 active monitoring and tailored performance reporting
- Full spectrum scheduled and unscheduled maintenance
- Warranty and spare parts management
- Performance guarantee management
- Site storm water controls maintenance and improvements
- Array and overhead vegetation management
- Original equipment manufacturer warranty support
- 3rd party commissioning and performance testing
- IV curve tracing and infrared analysis
- Aerial photography and infrared inspections
- Module snow removal from ground mounted arrays
- Module washing in accordance with manufacturer requirements
- Performance based contracting
- Renewable energy attribute management, aggregation and sales

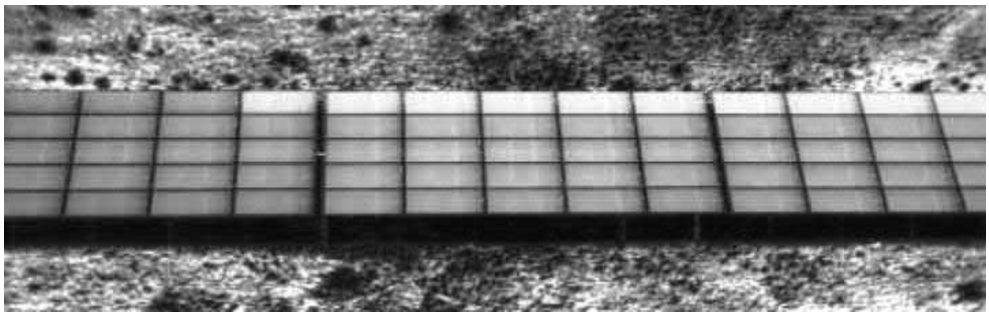


Figure 1. Compromised string located through drone infrared inspection.

Why Nexamp?

Experience

- **Capability**: Nexamp has an established track record of expertise in solar system maintenance, original equipment manufacturer repair and electrical construction and operations, with trained electricians on staff and a host of supporting subcontractor relationships based throughout the northeast U.S.
- **Expertise**: Your plant is monitored by the Nexamp Energy Center. Our staff of competent and proactive analysts track production in real time, detect faults and mitigate system issues every day including weekends and holidays.
- **Technology:** Our personnel use the best available testing equipment to ensure peak performance during every maintenance inspection we perform. Testing is completed using certified tools from Kipp & Zonen®, Solmetric®, Seaward®, SolarBOS® and FLIR®, with results incorporated into our maintenance reports.
- **Financial stability**: Nexamp has proven itself in the solar business for over 12 years, has a solid financial standing and maintains a strong balance sheet.
- **Customer service**: We provide the same expert level of care, rapid response and attention to detail that we do for Nexamp's owned and operated assets.

Safety

Safety is of the utmost importance to Nexamp. We create and maintain site specific health and safety plans tailored to each plant. Members of our team hold either OSHA 10, 30 or 40 level certifications and all are CPR/First Aid trained. Our employees complete a variety of electrical safety and code related training on an ongoing basis and always wear the appropriate personal protective equipment.

Figure 3. The Nexamp Energy Center

Thank you for considering this project for the New Jersey Community Solar Energy Pilot Program Year 1.