



**Section B: Community Solar Energy Project Description**

Project Name: \_\_\_\_\_

\*This name will be used to reference the project in correspondence with the Applicant.

**I. Applicant Contact Information**

Applicant Company/Entity Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- 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): \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**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): \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**IV. Property/Site Owner Information**

Property Owner Company/Entity Name: \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Applicant Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**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): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**VI. Proposed Community Solar Facility Characteristics**

Community Solar Facility Size (as denominated on the PV panels): \_\_\_\_\_ MWdc  
 \*Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Name of Property (optional, complete if applicable): \_\_\_\_\_

Property Block and Lot Number(s): \_\_\_\_\_

Community Solar Site Coordinates: \_\_\_\_\_ Longitude \_\_\_\_\_ Latitude

Total Acreage of Property Block and Lots: \_\_\_\_\_ acres

Total Acreage of Community Solar Facility: \_\_\_\_\_ acres

Attach a delineated map of the portion of the property on which the community solar facility will be located in PDF format. The map must be provided in color. Note: Applications may be required upon request to submit a copy of the delineated map 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 time from Application selection to 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.)*: \_\_\_\_\_ (month) \_\_\_\_\_ (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. Projects must be fully operational within 12 months of receiving conditional approval by the Board (subject to change according to the proposed rule amendment described in the Terms and Conditions).

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.

\*An 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. The site control must be specific to the project in this Application, and may not be contingent on the approval of another Application submitted in PY2.



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 (check all that apply):

- a landfill (see question 7 below)
- a brownfield (see question 8 below)
- an area of historic fill (see question 9 below)
- a rooftop (see question 10 below)
- a canopy over a parking lot or parking deck
- a canopy over another type of impervious surface (e.g. walkway)
- a water reservoir or other water body (“floating solar”) (see question 11 below)
- a former sand or gravel pit or former mine
- farmland\* (see definition below)
- other (see question 5 below): \_\_\_\_\_

\*Farmland is defined as 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.

5. If you answered “other” to question 4 above, describe the proposed site and explain why it is appropriate for siting a community solar facility:





6. 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
- the New Jersey Pinelands

If the project is a ground mounted project (i.e. not rooftop or canopy), and answered “Yes” to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.

7. If the proposed community solar facility is located, in part or in whole, on a landfill, 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](http://www.nj.gov/dep/dshw/lrm/landfill.htm): \_\_\_\_\_

8. If the proposed community solar facility is located, in part or in whole, on a brownfield, 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 a Licensed Site Remediation Professional (“LSRP”) or the No Further Action (“NFA”) letter issued by NJDEP.

9. If the proposed community solar facility is located, in part or in whole, on an area of historic fill, 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. If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? .....  Yes  No  
 If “Yes,” attach substantiating evidence.  
 If “No,” the application will not be considered by the Board.

11. If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body (“floating solar”), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?  
 .....  Yes  No



If “Yes,” provide supporting details and attach substantiating evidence if needed.

\*All proposed floating solar projects are required to meet with NJDEP’s OPPN prior to submitting an Application. Applicants are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application. Please see section VIII Permits, Question 2 for more information.

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

13. 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.

14. The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs (“DCA”) .....  Yes  No

If “Yes,” attach proof that the facility is located in an Economic Opportunity Zone.

\*More information about Economic Opportunity Zones are available at the following link:  
[https://www.state.nj.us/dca/divisions/lps/opp\\_zones.html](https://www.state.nj.us/dca/divisions/lps/opp_zones.html).

15. 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 site as “preserved” from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

16. The proposed community solar facility is located, in part or in whole, on land that includes trees .....  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: \_\_\_\_\_

If “Yes,” estimated number of acres of trees that required to be cut for construction:  
 \_\_\_\_\_

17. 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(s) be required to be modified by variance or other means?  
 .....  Yes  No

If “Yes,” explain the modification below.

18. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements .....  Yes  No  
 If “Yes,” explain below, and provide any substantiating documentation in an attachment. Explain how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is expected to help local ecosystems, and whether the proposed pollination support has received certifications or other verification.



19. This question is for informational purposes only, and will not impact the Application’s score. The Board is interested in learning more about ways in which “dual use” projects may be implemented in the Pilot Program:

The proposed community solar facility is a “dual use” project: i.e. the project site will remain in active agricultural production throughout the life of the project (e.g. crop production under or between the panels, livestock grazing).....  Yes  No

\*Wildflower planting or other pollination support is not considered dual use for purposes of this question (pollination support is question 18).

If “Yes,” explain what agricultural production will be maintained on the site and will be consistent with the presence of a solar system. Provide any substantiating documentation in an attachment.



VIII. Permits

1. The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application.....  Yes  No  
 If “No,” the Application will be deemed incomplete. This requirement only applies to ground mounted and floating solar projects. Community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

\*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to submitting an Application to the Board, except in the case of floating solar projects.

2. The Applicant has met with NJDEP’s OPPN .....  Yes  No  
 If “Yes,” attach meeting notes or relevant correspondence with NJDEP’s OPPN.

\* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this project as part of the Program Year 1 Application process, and if the details of the project and the site characteristics have remained the same, those comments remain valid. Please include those comments or meeting notes as an attachment to the Application.

\*A meeting with NJDEP’s OPPN is not required prior to submitting an Application. Exception: all floating solar projects are required to meet with NJDEP’s OPPN prior to submitting an Application. Applicants with a floating solar project are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application.

3. The Applicant has received all non-ministerial permits\* for this project (optional) .....  Yes  No

\*Receiving all non-ministerial permits is not required prior to submitting an Application.

\*A non-ministerial permit is one in which one or more officials consider various factors and exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a ministerial permit, for which approval is contingent upon the project meeting pre-determined and established standards. Examples of non-ministerial permits include: local planning board authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of ministerial permits include building permits and electrical permits.

4. 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. 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 ( <i>if applicable</i> ) / Date Permit Received ( <i>if applicable</i> )

- The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC's website (links are available on the NJCEP website) 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 the hosting capacity map shows insufficient capacity, the Application will not be considered by the Board, unless the Applicant provides: 1) a letter from the relevant EDC indicating that the hosting capacity map is incorrect in that location, or 2) an assessment from the relevant EDC of the cost of the interconnection upgrade that would be required to enable the interconnection of the proposed system, and a commitment from the Applicant to pay those upgrade costs if the project were to be selected by the Board.

Exception: Projects located in PSE&G service territory for which the hosting capacity map shows insufficient capacity available at the planned location may be eligible for a waiver of this requirement. If this application is seeking to exercise this waiver, please check "Yes" below and attach the waiver requirements as described in the Board's Order: <https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-%20ORDER%20PSEG%20Interconnection.pdf>.

This project is exercising the PSE&G hosting capacity map waiver: .....  Yes  No



6. The Applicant has conducted an interconnection study for the proposed system *(optional)* .....  Yes  No  
 If “Yes,” include the interconnection study received from the EDC.

**IX. Community Solar Subscriptions and Subscribers**

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

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: \_\_\_\_\_ Commercial: \_\_\_\_\_  
 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 has a clear plan for effective and respectful customer engagement process. ....  Yes  No  
 If “Yes,” attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.

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

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.

If “No,” please be aware that, if, at any time during the operating life of the community solar project an affordable housing provider wishes to subscribe to the community solar project as an LMI subscriber, it must submit a signed affidavit that the specific, substantial, identifiable, and quantifiable benefits from the community solar subscription will be passed through to its 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 for LMI subscribers: *(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. Product Offering for non-LMI subscribers: *(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.



12. 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: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\*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 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

2. The proposed community solar project is being developed by or in partnership or collaboration\* with the municipality in which the project is located .....  Yes  No  
 If “Yes,” explain how and attach evidence of the project being developed by or in partnership or collaboration with the municipality in which the project is located.

\*Partnership or collaboration with the municipality is defined as clear and ongoing municipal involvement in the approval of the design, development, or operation of the proposed community solar project (e.g. project is located on a municipal site, municipality facilitating subscriber acquisition, municipal involvement in defining the subscription terms, etc.). Examples of evidence may include a formal partnership, a municipal request for proposals or other public bidding process, letter describing the municipality’s involvement in the project or meeting minutes. Documentation must be specific to the project described in this Application; “generic” documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

3. The proposed community solar project is being developed by or in partnership or collaboration\* with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located .....  Yes  No



If “Yes,” explain how and attach evidence of the project being developed by or in partnership or collaboration with the local community organization(s) and/or affordable housing providers.

\*Partnership or collaboration is defined as clear and ongoing involvement by the local community organization(s) and/or affordable housing providers in the approval of the design, development, or operation of the proposed community solar project (e.g. community organization owns the proposed site, community organization is facilitating subscriber acquisition or was involved in the design of the community solar product offering, etc.). Documentation must be specific to the project described in this Application; “generic” documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

4. The proposed community solar project was developed, at least in part, with support and in consultation with the community in which the project is located\* .....  Yes  No  
 If “Yes,” please describe the consultative process below.

\*A community consultative process may include any of the following: letter of support from municipality and/or community organizations and/or local affordable housing provider demonstrating their awareness and support of the project; one or more opportunities for public intervention; and/or outreach to the municipality and/or local community organizations and/or affordable housing provider.

**XI. Project Cost**

*This section, “Project Cost,” 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.*

1. Provide the following cost estimates and attach substantiating evidence in the form of an unlocked Excel spreadsheet model:

*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 \$)	
Net Installed Cost (in \$/Watt)	
Initial Customer Acquisition Cost (in \$/Watt)	
Annual Customer Churn Rate (in %)	
Annual Operating Expenses (in c/kWh)	
Levelized Cost of Energy ("LCOE") (in c/kWh)	

- 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." Consistent with the Clean Energy Act of 2018, the Board is no longer accepting applications for the SREC Registration Program ("SRP"). Projects granted conditional approval to participate in PY2 will be eligible to apply for the TI Program.

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:



**XII. Other Benefits**

- The proposed community solar facility will be paired with storage .....  Yes  No  
 If "Yes," please describe the proposed storage facility:
  - Storage system size: \_\_\_\_\_ MW \_\_\_\_\_ MWh
  - The storage offtaker is also a subscriber to the proposed community solar facility .....  Yes  No

\*Community solar credits will only be provided to community solar generation; credits will not be provided to energy discharged to the grid from a storage facility (i.e. no "double counting").

- The proposed community solar facility will be paired with one or more EV charging stations .....  Yes  No  
 If "Yes," how many EV charging stations: \_\_\_\_\_  
 Will these charging stations be public and/or private? \_\_\_\_\_  
 Please provide additional details:



3. The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers.....  Yes  No

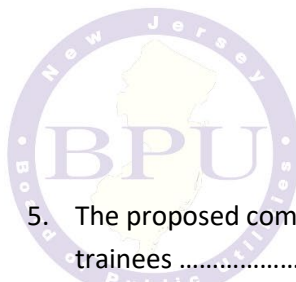
If "Yes," please provide additional details:

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: \_\_\_\_\_

If "Yes," estimated number of permanent jobs created in New Jersey: \_\_\_\_\_

If "Yes," explain what these jobs are:



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):

**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. Is the Applicant a government entity that plans to select the developer via such bidding process? .....  Yes  No  
 If “Yes,” attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. 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.

5. The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



to utilize opt-out subscriber enrollment if the proposed rule amendment is approved by the Board must indicate such intent below. If the Application is selected but the proposed rule amendment is not approved by the Board, the project will be required to proceed using affirmative consent (i.e. "opt-in") subscriber enrollment rules, as currently provided for in the Pilot Program rules at N.J.A.C. 14:8-9.10(b)(1).

A. This Application is for an opt-out community solar project.....  Yes  No

B. The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project).....  Yes  No

If "Yes," the municipality name is: \_\_\_\_\_

If "No," the project will not be considered for eligibility as an opt-out community solar project.

C. The proposed opt-out project has been authorized by municipal ordinance or resolution .....  Yes  No

If "Yes," attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board.

If "No," the project will not be considered for eligibility as an opt-out community solar project.

D. The proposed opt-out project will allocate all project capacity to LMI subscribers .....  Yes  No

If "No," the project will not be considered for eligibility as an opt-out community solar project.

E. Describe the process by which the municipality will identify the customers that will be automatically enrolled in the proposed opt-out project: \_\_\_\_\_

F. The municipal applicant has reviewed the proposed rule amendment allowing for opt-out projects, and agrees to adhere to the proposed rules and any subsequent modification if they are approved by the Board. The applicant understands that any approval for the project to operate as an opt-out community solar project is contingent on the proposed rule amendment being approved by the Board. The applicant understands that, if the proposed rule amendment is not approved by the Board, the project, if approved, will be required to



adhere to the existing “opt-in” rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).  
.....  Yes  No

Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.





**Section C: Certifications**

*Instructions: Original signatures on all certifications are required. All certifications in this section must be notarized; instructions on how to submit certifications will be provided as part of the online application process. Certifications must be dated after October 3, 2020: PY1 certifications may not be reused in PY2.*

**Applicant Certification**

The undersigned warrants, certifies, and represents that:

- 1) I, Matthew G. Ulman (name) am the Vice President (title) of the Applicant DG New Jersey THP Rooftop CS 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 Transition Incentive Program, if applicable; and
- 5) My organization understands that 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 any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: 

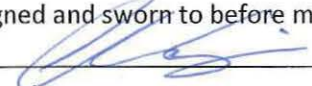
Date: February 3, 2021

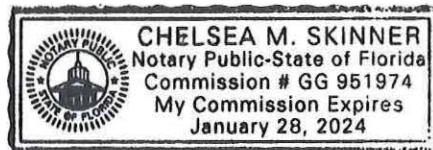
Print Name: Matthew G. Ulman

Title: Vice President

Company: DG New Jersey THP Rooftop CS LLC

Signed and sworn to before me on this 3 day of February, 2021

Signature  
  
Name  
Chelsea Skinner







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, Matthew G. Ulman (name) am the Vice President (title) of the Project Developer DG New Jersey THP Rooftop CS 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 Transition Incentive Program, if applicable; and
- 5) My organization understands that 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 any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature:

Date: February 3, 2021

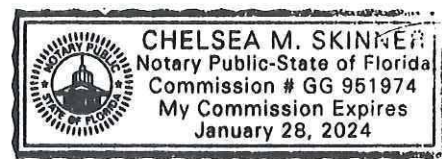
Print Name: Matthew G. Ulman

Title: Vice President

Company: DG New Jersey THP Rooftop CS LLC

Signed and sworn to before me on this 3 day of February, 2021

Signature   
 Name Chelsea Skinner





Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Matthew G. Ulman (name) am the Vice President (title) of the Project Owner DG New Jersey THP Rooftop CS 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 Transition Incentive Program, if applicable; and
- 5) My organization understands that 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 any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: [Handwritten Signature]

Date: February 3, 2021

Print Name: Matthew G. Ulman

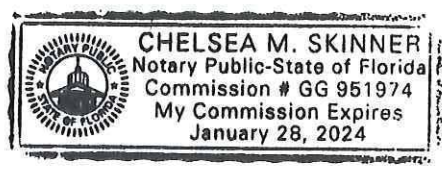
Title: Vice President

Company: DG New Jersey THP Rooftop CS LLC

Signed and sworn to before me on this 3 day of February, 2021

Signature: [Handwritten Signature]

Name: Chelsea Skinner







Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Lee Brehin (name) am the Authorized Manager (title) of the Property Beltone Development Company LP and Brooklawn Ass Ltd, LLC (T.C.) (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 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 any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: [Handwritten Signature] Date: 1/27/21

Print Name: Lee Brehin

Title: Authorized Manager Company: Beltone Development Company LP and Brooklawn Ass Ltd, LLC c. Tenants in Common

Signed and sworn to before me on this 27 day of January, 2021

[Handwritten Signature]

Signature Denise R. Reid

Name \_\_\_\_\_

Commonwealth of Pennsylvania - Notary Seal  
 Denise R. Reid, Notary Public  
 Philadelphia County  
 My commission expires January 4, 2022  
 Commission number 1253599  
 Member, Pennsylvania Association of Notaries



**Property Owner Certification**

The undersigned warrants, certifies, and represents that:

- 1) I, Kenneth Miller (name) am the Managing Director (title) of the Property Mantua Storage 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 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 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 any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature: *[Handwritten Signature]* Date: 1/27/21

Print Name: Kenneth Miller  
Title: Managing Director Company: Mantua Storage LLC

Signed and sworn to before me on this 29<sup>th</sup> day of January 2021

*[Handwritten Signature]*  
Signature

Suzette Diaz  
Name





**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. Variations in any product offering require a separate Product Offering Questionnaire. 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 \_\_\_\_\_ of \_\_\_\_\_ (total number of product offerings).

This Product Offering applies to:

- LMI subscribers
- non-LMI subscribers
- both LMI and non-LMI subscribers

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): \_\_\_\_\_
2. Community Solar Subscription Price: (check all that apply)
  - Fixed price per month
  - Variable price per month, variation based on: \_\_\_\_\_
  - 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: \_\_\_\_\_
  - Early Termination or Cancellation fees: \_\_\_\_\_
  - Other fee(s) and frequency: \_\_\_\_\_
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:



## ATTACHMENTS

Section B: VI. - Delineated Map

Section B: VII. 1. - Proof of Site Control

Section B: VII.10 - Structural Analysis

Section B: VIII.5 - Capacity Hosting Map

Section B: XI.1 - Project Cost estimates

Section B: IX.4 - Evidence of Experience on Projects Serving LMI Communities

Section B: X.3 / X.4 - Letter of Intent for Partnership with Local Community Organization

Section B: XII.5 - Training Opportunities

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## **Introduction**

The applicant, an indirect, wholly owned subsidiary of NextEra Energy Resources, LLC (“NEER”), is pleased to submit this Community Solar Energy Pilot Program Year 2 Application to the New Jersey Board of Public Utilities (“BPU”). NEER has been generating clean energy for nearly 30 years and is the world’s largest generator of wind and solar power, with more than 15,000 megawatts of wind and 2,600 MW of solar commercially operating in our portfolio. Our parent company, NextEra Energy, Inc. (NYSE: NEE), a Fortune 200 company with approximately \$103 billion in total assets, is a leading clean energy company that has been in business since 1925.

NEER also has experience and a presence in New Jersey. In 2010, NEER constructed its first PV solar project, the 5 MW Paradise Solar Energy Center in West Deptford, New Jersey. Today, our New Jersey portfolio consists of 40 projects in operation and several in development for commercial, industrial and governmental customers. Additionally, NextEra Energy Resources has installed a 1.8 MW energy storage system at the Paradise Solar facility and operates the 157.5 MW Sayreville natural gas plant in Middlesex County.

We appreciate the opportunity to submit this application, and we look forward to working with the BPU through the evaluation process.

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**Section B: VI. - Delineated Map**





**DESIGN ASSUMPTIONS**

**ROOFTOP DESIGN ASSUMPTIONS**

1. Assumed commercial operation date: 11/2021
2. Point of interconnection is at 12.5
3. Local and national building codes and requirements
4. Local labor requirements and standards
5. 1000V DC collection voltage
6. NEC 2017 rapid shutdown requirements apply
7. FM Global standards do not apply
8. All equipment is listed for use by third party agency
9. NEER scope of work ends at POI
10. Excludes upgrade to existing electrical equipment
11. Excludes repairs to existing roads and infrastructure
12. On site material staging and storage
13. No accelerated work schedule
14. No modification to existing roof or structure
15. Non-penetrating metal roof attachments

**PV SYSTEM SUMMARY**

Total DC Capacity (kW)	1,129	Total AC Capacity (kW)	960.00
Latitude	39.790226°	Longitude	-75.177400°
Wind Exposure Category	C	Risk Category	I
Design Wind Speed (mph)	105	Design Snow Load (psf)	20
Min. Ambient Temp (°C)	-3	Max Ambient Temp (°C)	18
Interconnection Voltage (kV)	12.5	Weighted DC/AC Ratio	1.18
Roof top	Flush Mount -Membrane		
DC/AC Ratio	1.18	Approximate Roof Area(Sq-ft)	145375
PV Module:	(2,720) Trina Duomax 410W or Equivalent		
Inverter:	(16) CPS SCA60KTL-DO/US-480		
DC Capacity (kW)	1,129	AC Capacity (kW)	960
Tilt/Azimuth (°)	10/213	String Count/Length	160/17

REV	DESCRIPTION	DATE	DRAWN BY
0	ORIGINAL	1/27/2021	Smit Shah

ENGINEERING STAMP

COMPANY ADDRESS  
 NextEra Energy Resources  
 700 Universal Blvd.  
 Juno Beach, FL 33408



CUSTOMER NAME  
 Brooklawn Tollhouse Plaza

PROJECT NAME  
 NJ\_Brooklawn Toll House Plaza

PROJECT LOCATION  
 Mantua Township, NJ

SHEET NAME			
<b>SITE PLAN</b>			
SCALE	CUSTOM	SHEET TITLE	WI4001
SHEET SIZE	ANSI D - 11" x 17"	SHEETS	1
ISSUE		SHEET NUMBER	1



## **Section B: VII. 1. - Proof of Site Control**

The attached proof of site control in the form of a Solar Lease and Easement Agreement is with the property owner and DG New Jersey K Int Rooftop CS LLC, a wholly owned, indirect subsidiary of NextEra Energy Resources, LLC.

## OPTION AND ROOF EASEMENTS AND AGREEMENT

OPTION AND ROOF EASEMENTS AND AGREEMENT (collectively "**Agreement**") dated as of the 4<sup>th</sup> day of February, 2021 (the "**Effective Date**"), by and between MANTUA STORAGE LLC, a Florida limited liability company, BELLINA DEVELOPMENT COMPANY, L.P. a New Jersey limited partnership, and BROOKLAWN OUT LOT, LLC, a New Jersey limited liability company (collectively the "**Owners**") and DG New Jersey THP Rooftop CS, LLC, a Delaware limited liability company ("**Operator**"). (Owners and Operator being sometimes referred to herein as a "**Party**" or collectively as the "**Parties**")

### WITNESSETH:

WHEREAS, Owners are the owners of real property located in Gloucester County, New Jersey, as more fully described on the attached **Exhibit A** and which description is hereby made a part of this Agreement ("**Property**");

WHEREAS, the Property includes improvements consisting of an approximately 143,235 square foot building ("**Building**");

WHEREAS, Operator is the owner or lessee of certain renewable energy generating equipment, including, without limitation, solar roof panels, electrical wiring, wire management systems, electric meters, power distribution boxes, roof racking systems and one or more electric power inverters, and its assigns; and

WHEREAS, subject to the terms and conditions of this Agreement, Owners have agreed to grant to Operator, and its assigns, an option to acquire the easements and additional rights set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Option.** Owners grant to Operator an exclusive and irrevocable option ("**Option**") to acquire the rights referenced in Section 2 in accordance with the following terms and conditions.

A. The period during which Operator may exercise the Option shall be for a term of three (3) years ("**Option Term**"), commencing on the Effective Date and expiring on the date immediately preceding the third (3<sup>rd</sup>) anniversary of the Effective Date.

B. Intentionally deleted.

C. As initial consideration for the granting of the Option, Operator agrees to pay Owners the Option Payment set forth in **Exhibit B**.

D. During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Property with advance notice as set forth in this Agreement and the right of ingress and egress over and across the Property for the purposes of (i)

surveying the Property; (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Owners' or other occupants' use of the Property; and all associated activities, and including the performance of all tests and studies associated therewith. Owners shall not permit any other individual or entity, except Operator or its affiliates, to install a Weather Instrument on Owners' Property.

E. Operator may exercise the Option by giving written notice to Owners ("**Option Notice**") at any time during the Option Term. On the date of the Option Notice, the Easements referenced in Section 2 shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Easements and all rights and obligations relating thereto.

F. If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as the optionee shall automatically terminate. During the Option Term, Operator shall provide Owners with economic information relating to the awards issued by the New Jersey Board of Public Utilities and the Community Solar Energy Pilot Program.

2. **Grant.** Upon the exercise of the Option by Operator, Owners hereby grant to Operator, and its assigns, the following easements ("**Easements**") and rights:

A. An estimated 143,235 (final figures to be provided with Final Exhibit C) square foot portion of the Building roof, as more fully described in Section 5 below, for Operator to install, operate, inspect, maintain, repair, enlarge, modify, remove and replace certain solar power generating panels and any additional equipment necessary to generate and transmit solar power (hereinafter the "**Rooftop Equipment**");

B. An estimated 143,235 (final figures to be provided with Final Exhibit C) square foot portion of the Building exterior walls and/or roof, as more fully described in Section 5 below, for Operator to install, operate, inspect, maintain, repair, enlarge, modify, remove and replace certain connecting equipment, including, but not limited to, the cables, electrical wiring, wire management systems, electric meters, power distribution boxes, connecting hardware as necessary to connect the Rooftop Equipment with the Inverters, as defined below, and as necessary to connect the Inverters with the Building electric transformer (however connecting to the Building's electric transformer(s) shall be a last resort for Operator and will require Owner's prior consent, which shall not be unreasonably withheld), and any additional equipment necessary to generate and transmit solar power (hereinafter the "**Connecting Equipment**"); and

C. An additional portion of the Property, initial depiction of which is shown in Proposed Exhibit C and will be finalized in the Final Exhibit C showing the exact location and square footage, as more fully described in Section 5 below, for Operator to install, operate, inspect, maintain, repair, enlarge, modify, remove and replace one or more inverters and any additional equipment necessary to generate and transmit solar power (hereinafter the "**Inverters**") (the Rooftop Equipment, Connecting Equipment and Inverters are collectively hereinafter the "**Equipment**").

D. The right, at its sole cost and expense, to install signage on the roof of the Building, in the vicinity of the Demised Premises and at the point of access to the roof of the Building for any and/or all of the following purposes: (1) identifying Operator's ownership of the Equipment; (2) identifying the existence of the Equipment on the roof of the Building; and (3) instructing parties accessing the roof to use caution so as not to damage the Equipment. The location, design and content of such signage shall be subject to the prior approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Operator upon the final removal of the Equipment from the Demised Premises in accordance with the terms of this Agreement.

3. **Term.**

(a) Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force, commencing on the date of the Option Notice, for a term ending on the Twentieth (20<sup>th</sup>) anniversary of the Commencement Date (hereinafter "**Term**"). For purposes of this Agreement, the "**Commencement Date**" shall mean the earlier of ninety (90) days after the date of the Option Notice or the date on which the Equipment becomes operational (which, for purposes of this Agreement, shall be the date on which Operator has any and all approvals, licenses and permits necessary to operate the Equipment, and has the Equipment installed, connected to the Building electric transformer, and generating solar power).

(b) Operator shall have the option to extend the Term by two (2) successive extension terms of an additional five (5) years each ("Extended Term") by providing Owner with written notice no later than thirty (30) days prior to the expiration of the current term. The initial term and all extension terms of the Agreement shall collectively be considered the "Term". If Operator fails to timely give such notice, Operator's right to exercise such extension terms shall nevertheless continue until thirty (30) days after Owner has given Operator written notice of Operator's failure to exercise such extension (in which event Operator may exercise such Extended Term at any time until the expiration of Owner's thirty (30) day notice). The parties intend to avoid forfeiture of Operator's rights to extend the term of the Agreement due to Operator's failure to timely give notice.

4. **Rent.** Starting on the Commencement Date and continuing throughout the Term, Operator shall pay Owners semiannually in advance on January 1 and July 1 of each year of the Term in the amounts set forth in **Exhibit B** of this Agreement (the "**Rent**"). If the Term commences on a date other than January 1 or July 1, Operator shall pay Owners upon commencement of the Term an amount equal to the pro rata portion of the applicable Rent for such semiannual period. Rent shall be payable to Owners at Owners' address specified in Section 24 below. If this Agreement expires or is terminated at a time other than on the last day of a semiannual period, Rent shall be prorated as of the date of expiration or termination for any reason (other than a default by Operator) and all prepaid Rent that has not yet accrued shall be immediately refunded to Operator.

5. **Installation and Location of Equipment.** Prior to the Commencement Date, and upon at least twenty-four hours' notice to Owners, Operator, any permitting, licensing, regulating or approving entity, agency or authority, any utility intending to purchase electricity



generated by the Equipment, and the agents, employees, contractors and representatives of each (collectively, the "**Operator Parties**"), shall have access throughout the exterior of the Building and the Property to inspect, construct, install, test and operate the Equipment. Owners shall cooperate as necessary with Operator in its efforts to obtain all permits, licenses and approvals necessary to install and operate the Equipment and to transmit electricity generated thereby. Should it become necessary, Operator shall have access to the interior of the Building as well as the electrical system and communications systems and wiring upon at least twenty-four (24) hour notice to Owner and consent by Owner, which consent will not be unreasonably withheld (however connecting to the Building's electrical system and communications systems and wiring shall be a last resort for Operator and will require Owner's prior consent, which shall not be unreasonably withheld). The Equipment shall be installed and/or placed on those portions of the Building and the Property as shown on the schematic attached hereto as **Exhibit C** (such portions of the Building and the Property are hereinafter "**Demised Premises**"). The Demised Premises shall not include any portions of the Building roof that currently supports equipment such as air conditioning units and communication equipment for the occupants and/or Owners of the Building. Owner and Operator agree that the initial schematic attached hereto on the Effective Date as Proposed Exhibit C is just the initial approximation of the Project. Operator shall assess the Property during the Option Term, and once Operator exercises the Option, Operator shall provide Owner with a copy of the final as-built plans establishing the exact location of the Equipment and the Project, to which the parties shall substitute as the Final Exhibit C. In the event such Final Exhibit C is substantially and materially different from the Proposed Exhibit "C," Operator must first obtain the consent of Owners, which consent shall not be unreasonably withheld, conditioned or delayed. During the Term, Operator may relocate with Owners' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, the Connecting Equipment and the Inverters as is reasonably necessary to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all applicable federal, state and local laws and ordinances and shall not result in the imposition or creation of a lien against any property owned by Owners.

6. **Access.** At all times during the Term, the Operator Parties and Operator's lender shall have twenty-four (24) hours-a-day, seven (7) days-a-week access to and on the Demised Premises. Except in cases of emergency, however, the Operator Parties and Operator's lender shall provide Owners with reasonable prior notice of the need to access the Demised Premises.

7. **Interference.** During the Term, except as otherwise specifically provided for in this Agreement, Owners shall not directly or indirectly cause or allow any of the following:

A. placement of any equipment, structure, or improvements on or over the Rooftop Equipment;

B. placement of any equipment, structure or improvement in a location that interferes with the Rooftop Equipment's exposure to sunlight, as determined by Operator in good faith;

C. interference in any way with the Equipment's ability to generate solar power, as determined by Operator in good faith;

D. the Equipment to become subject to any lien, mortgage, deed of trust, security agreement, mechanics lien or other such encumbrance;

E. the Building roof to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the Equipment or the use of the Equipment is materially impaired, as determined by Operator, subject to usual wear and tear; or

F. interference with Operator's access to and on the Demised Premises.

8. **Maintenance; Repair; Replacement; Reinstallation.**

A. For the Term of this Agreement, Operator shall operate and maintain the Equipment in good working order and in a safe, clean manner. In the event the Equipment is damaged or destroyed at any time during the Term, Operator shall have the right, but not the obligation, to repair, replace or reinstall the Equipment or any portion thereof within the Demised Premises.

B. Owners shall conduct, or cause to be conducted, all routine and necessary maintenance of the Building roof and shall ensure that the Building roof be maintained in such a way that it shall be able to support the Equipment for the duration of the Term. If Owners have to replace or repair the Building roof during the Term of the Agreement, then it shall provide at least thirty (30) days written notice to Operator and Operator shall remove the Equipment from the Building roof during the period of time that the Building is being re-roofed but in no event more than ten (10) days. Rent shall abate in full during the period of time that the Equipment is removed from the roof due to the re-roof. In the event that the Equipment is still operational rent shall be equitably and proportionately reduced to account for the reduction in productivity as well as the costs, and expenses incurred by Operator as a result of the repair or replacement. Notwithstanding the above, in the case of an emergency (i.e. where there is imminent danger to person or property) Owner may take steps reasonably necessary to alleviate the danger to person or property provided should such steps touch or concern Operator's Equipment, Owner shall first provide Operator notice and opportunity to protect Operator's Equipment, and shall cooperate as much as possible with Operator to try to prevent any damage to Operator's Equipment.

C. If the Demised Premises are totally destroyed by fire or other casualty, Operator may by written notice, given not later than sixty (60) days after the date of such total destruction, terminate this Agreement, in which event Rent paid for the period beyond the date of destruction shall be refunded to Operator. If the Demised Premises are not totally destroyed but Operator, in its sole discretion, cannot reasonably operate the Equipment during repairs, Rent shall abate until such time as Operator may recommence operating the Equipment.

D. So long as Owners repair or restore the Demised Premises or the Building after damage thereto, or rebuilds on the Property after total destruction of the Building, Operator shall have access throughout the Building and Property and the right to repair, replace or reinstall the Equipment in and on the Demised Premises.

E. Operator shall have the right, in its sole discretion, to remove all or a portion of the Equipment at any time during the Term, and such removal shall not constitute a default hereunder or be deemed a termination hereof.

G. Operator shall be responsible for any damage to the Property caused by the Equipment or its operations and shall reimburse Owners the cost of same. In addition, Operator shall do nothing intentional to void Owner's roof warranties and shall adhere to all guidelines set forth by the warranty company provided to Operator prior to the Effective Date, if any. However, this provision is only applicable provided Owners provide Operator all warranties for Owner's roof. Operator and Owners will allow the warranty company to inspect the roof prior to the placement of the Equipment and after the placement of the Equipment to ensure that the warranty has not been violated.

9. **Taxes.** Owners shall submit a copy of the annual statement for real property taxes, monthly water bills and quarterly sewer bills both municipal and regional municipal utilities authority, to Operator within a reasonable time after the date Owner receives the statement from the taxing authority. Owners shall pay when due all real property taxes, water and sewer bills for the Property. In the event that Owner fails to pay any such real property taxes or water and sewer bills or other fees and assessments, Operator shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section, Operator agrees to pay prior to delinquency up to \$8,000 per MWac ("\$8,000 per MWac cap") for any real and personal property taxes on improvements and/or any increases in real or ad valorem property taxes levied against the Property that were directly attributable to the Equipment installed by Operator ("Improvements") that are assessed for the period from and after the date of this Agreement until the end of the Term hereof ("**Operator's Taxes**"). If the taxes on or attributable to the Improvements are greater than the \$8,000 per MWac cap, Operator may either agree to pay the additional amount, come to a mutual agreement with Owners, or terminate this Agreement.

Operator shall not be responsible for any taxes attributable to the Property, improvements installed by Owner or others on the Property, or for any increases in value of the Property due to anything other than solely Operator's Improvements. Operator shall not be responsible for any taxes that cannot be directly attributed to Operator's Improvements with supporting documentation (which shall consist of more than just a tax bill) or confirmation from the taxing authority. Owner shall submit the annual statement for Taxes to Operator within fifteen (15) days after the date Owner receives the statement from the taxing authority.

Owners hereby grant to Operator the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Owner and/or Operator, any personal property or other tax assessments that may affect the Demised Premises as a result of the Equipment. If Owner receives notice of any personal property or other property tax assessment against the Owner, which may affect Operator or the Equipment and is attributable, in whole or in part, to the Equipment, Owner shall provide written notice of such assessment to Operator within ten (10) days of receipt. [Operator has the right to consent to or challenge such assessment.] Further, Owner shall provide to Operator any and all documentation in the possession of Owner that is associated with such

assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

10. **Insurance.**

A. Operator will maintain at all times during the Term, Commercial General Liability Insurance with coverage of not less than three million dollars (\$3,000,000) per occurrence with, and property insurance with coverage of not less than three million dollars (\$3,000,000). Upon receiving a written request from Owners, Owners shall be named as additional insureds on such liability policy, and Operator shall provide Owners with certificates of such insurance. Operator may satisfy the foregoing insurance requirements by obtaining an appropriate endorsement to a master or blanket policy or policies maintained by Operator where such policy or policies afford the coverage required herein. Notwithstanding anything in this Section 10 to the contrary, any insurance required by this Section 10 may be maintained in the form of self-insurance.

B. Owners and Operator agree that, in the event of loss due to any of the perils for which they have obtained insurance, each party shall look first to its insurance for recovery. Owners and Operator hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Demised Premises, the Building or the Property, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

11. **Indemnification.** To the extent not covered by Owners' insurance, Operator shall indemnify, defend and hold harmless Owners from all claims, suits, causes of action, damages, costs, expenses (including reasonable attorney fees and expenses), losses and liabilities arising from Operator's installation, operation, inspection, maintenance, repair or replacement of the Equipment, from any breach or default by Operator hereunder, or from any injuries or damages occurring from the negligence or willful misconduct of Operator in connection therewith. To the extent not covered by Operator's insurance, Owners shall indemnify, defend and hold harmless Operator from all claims, suits, causes of action, damages, costs, expenses (including reasonable attorney fees and expenses), losses and liabilities arising from Owners' breach or default hereunder, from the negligence or willful misconduct of Owners, their agents, employees, representatives, contractors, sub-contractors, tenants, guests and invitees, and from any injuries or damages occurring in connection therewith. Notwithstanding the foregoing, each party's liability to the other party shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

12. **Equipment to Remain Personal Property of Operator.** The Equipment is and will remain the property of Operator, its successors or assigns. The Equipment is and will remain personal property regardless of its use or manner of attachment to the Building or the Property, and Owner agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Building or the Property. Except as expressly set forth in this Agreement, Owners will have no right, title, or

interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment, and Owners hereby expressly disclaim any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

13. **Subordination.** Subject to the conditions contained in this Section, this Agreement shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now or at any time hereinafter a lien or liens on the Property, and Operator shall, when requested, promptly execute and deliver such written instruments as shall be deemed necessary by Owners and/or its mortgagee or other lender to evidence such subordination. Notwithstanding the foregoing, this Agreement shall not be subject or subordinate to any mortgage, deed of trust or other such security instrument unless and until the mortgagee, beneficiary or secured party executes a Subordination, Non-Disturbance and Attornment Agreement, the form of which shall be reasonably satisfactory to Operator.

14. **Quiet Enjoyment.** Owners covenant and warrant to Operator that (i) Owners have full right, power and authority to execute this Agreement, (ii) they have good and unencumbered title to the Property and the Building free and clear of any liens or mortgages, except those disclosed to Operator, and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Owners. Owners represent and warrant (a) that there are no agreements with third parties that may materially and adversely affect the Equipment's exposure to sunlight and (b) that it will not enter into any such agreements during the Term. Owners covenant that at all times during the Term, Operator's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed as long as Operator is not in default beyond any applicable grace or cure period.

15. **Easements.** In addition to the Demised Premises demised in Section 2 above, the Owners hereby grant unto the Operator and its assigns for the Term such non-exclusive easements for ingress, egress and regress over and on the Property and the Building as are necessary to enable the Operator to have access to the Equipment for the purposes of installation, operation, inspection, maintenance, repair, replacement and any other purpose at the discretion of Operator. Notwithstanding anything to the contrary contained herein, Operator has no right to enter interior units occupied by Owners' tenants without the express written consent of Owners, which Owner will work with Operator to obtain any necessary consent from any tenant or third party, as applicable.

16. **Default by Operator.** The happening of any one or more of the following events shall be events of default under this Agreement:

A. the failure of Operator to pay any installment of rent or other charge or money obligation herein required to be paid by Operator within thirty (30) days after written notice from Owners, or

B. the failure of Operator to fully perform any other of its covenants under this Agreement within sixty (60) days after written notice from Owner, provided, however, if such non-monetary failure cannot reasonably be cured with said sixty (60) days from notice and

Operator has started to cure such failure within said sixty (60) days and Operator is continuously and diligently prosecuting such cure toward completion, the cure period shall be extended an additional sixty (60) days (for a total of one hundred twenty (120) days from such written notice).

C. in the event of an emergency, the failure to take all steps reasonably necessary to alleviate any danger to person or property, after receiving notice and the reasonable right to cure.

17. **Owner's Remedies.** Owner's remedies for events of default by Operator shall be limited to the following:

A. Upon an event of default for non-payment of rent as set forth in Section 16.A above, Operator shall pay to the Owner interest daily on the unpaid amount at the annual rate of six percent (6%) ("**Interest**").

B. Upon an event of default as set forth in Section 16.B above (except for performing any obligation of Operator in Section 8.A or, except in the event of an emergency which shall mean imminent danger to person or property, performing any action that may impact, affect or alter any of the Equipment after notice to Operator), Owners may perform or cause to be performed, on behalf and at the expense of Operator, any or all of the undertakings or obligations as to which Operator is in default, in which event Operator shall pay to Owners, immediately upon demand, any costs or expenses incurred in the performance of such undertakings or obligations, together with all costs and expenses of collection or enforcement, including without limitation reasonable attorneys' fees and expenses, and together with Interest on all such sums from the date of payment of same by Owners; and the action of Owners in performing such undertakings or obligations, or causing the same to be performed, shall not be deemed a curing of Operator's default. Nothing set forth herein, shall limit any other rights and remedies Owners may have at law or equity. In the event of an emergency which shall be imminent danger to person or property, Owner may take reasonable steps necessary to repair and/or remove the Equipment to alleviate the emergency, after Owner provides notice to Operator and Operator fails to take action.

C. If an event of default continues for a period greater than six (6) months after Operator's receipt of written notice from Owner, Owners may terminate this Agreement and Operator shall immediately remove all Equipment and return the portions of the Demised Premises that Operator made any alterations to, to the condition that existed as of the Commencement Date, subject to wear and tear and depreciation.

18. **Default by Owner.**

A. Failure of Owners to comply with any term, provision, or covenant of this Agreement shall be an event of default where such failure is not cured within thirty (30) days after written notice thereof from Operator to Owners, or if such failure cannot be cured within thirty (30) days, where Owners shall have failed to start to cure such failure within thirty (30) days after written notice from Operator and shall not have continued to diligently prosecute in Operator's



sole discretion, such cure to completion. The cure to completion period for Owners may not exceed sixty (60) days from the date of Operator's written notice to Owners of default.

B. If, in the event of the sale, transfer, assignment or sublicensing of the Demised Premises, the transferee refuses to assume the obligations of Owners under this Agreement.

C. In the event of an emergency, the failure to take all steps reasonably necessary to alleviate any danger to person or property, after receiving notice and the reasonable right to cure shall be an event of default

19. **Operator's Remedies.** If an event of default by Owners shall have occurred, then in addition to and not by way of limitation of the exercise by Operator of any and all rights and remedies Operator may have at law or in equity, Operator shall have the right, at its election, then or at any time thereafter while said default remains uncured, to cure such default or cause such default to be cured, in which event Owners shall reimburse Operator for any cost and expenses incurred in effecting such cure within thirty (30) days of written demand for payment from Operator to Owners, or Operator may deduct said costs and expenses from any Rent that is currently or will be in the future due and owing.

20. **Termination.** In addition to any other remedies set forth herein, Operator shall have the right to terminate this Agreement without any penalty or further liability as follows:

A. upon Owner's violation of Section 7 above for a period greater than thirty (30) days following written notice from Operator. Upon such termination of this Agreement, (a) Owner shall pay to Operator the Termination Value and (b) Operator may enter onto and into the Demised Premises, Building and Property and remove the Equipment in accordance with the terms of this Agreement. As used herein, "**Termination Value**" shall mean, on any date of determination, the sum of (i) the unamortized value of the Equipment as of the date of such termination and (ii) the costs incurred by Operator due to the early termination of this Agreement, including the removal of the Equipment in accordance with the terms of this Agreement;

B. at the time that title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient, in Operator's reasonable determination, to render the Demised Premises unsuitable for Operator's use. Owners and Operator shall each be entitled to pursue their own separate awards with respect to such taking, as their respective interests appear; provided that Operator shall make no claim for the value of the unexpired Term. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation;

C. intentionally deleted;

D. if the Equipment's exposure to sunlight becomes permanently and materially impaired due to the acts or omissions of any third party (e.g., the construction of neighboring structures, growth of trees in adjacent property) and the Parties fail, despite their commercially reasonable efforts, to cause such third party to eliminate such impairment within

sixty (60) days of the commencement of the impairment, which commencement date shall be determined solely by Operator.

21. **Removal.** At the end of the Term, or upon the earlier termination this Agreement, Operator shall continue to have the right, upon reasonable notice to Owners, to unrestricted access to, on and in the Demised Premises, Property and Building in order to remove the Equipment, at Operator's sole cost and expense; provided, however, that if this Agreement is terminated prior to the end of the Expected Roof Life, as such term is defined below, Operator shall restore and repair the affected portions of the Demised Premises that still have remaining years on the Expected Roof Life to substantially the same condition as the rest of the roof that has not been affected by the Equipment or installation thereof is in at the time of termination. The Expected Roof Life shall differ for various portions of the Building roof ranging between 12-25 years as of the Commencement Date as evidenced by the documents provided to Operator on or before the Commencement Date.

It is understood that Owners shall be performing repair work or re-roof to part of the Demised Premises, and agree that said repairs shall be completed prior to June 30, 2021, in order to avoid any disruption or delay of Operator in constructing the Equipment and complying with any deadlines with the New Jersey Community Solar Program.

22. **Tax Credits, REC's, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on and in the Building and the Property may result in the availability of federal and/or state tax credits, renewable energy credits, and other financial incentives (collectively hereinafter "**Incentives**"). Operator is and shall be the sole recipient and beneficiary of any and all such Incentives, which shall be distributed, disbursed and/or assigned in Operator's sole discretion. Owners shall have no right to any Incentives, except as otherwise agreed to in writing by Operator. Furthermore, any and all solar power electricity and attached environmental benefits including without limitation green tags, renewable energy credits, and carbon credits produced by or relating to the Equipment ("**Energy**"), and the right to utilize and/or sell or assign the same, shall be the sole property and right of Operator. Without Operator's prior written consent, Owners shall have no right to utilize the Energy, to purchase the Energy from Operator, to sell the Energy, or to engage in any "net metering" involving the Energy. Operator has calculated its **Annual Rent** based on receipt of an award of incentives in round two by the New Jersey Community Solar Program. If Operator is not awarded the full amount of the incentives under the New Jersey Community Solar Program in the current round of the awards in which Operator based its Annual Rent on ("Current Round"), then the Annual Rent shall be reduced by the full amount of the incentive stated for the Current Round less the amount actually awarded ("Incentive Reduction"). However, notwithstanding anything to the contrary contained herein, the Incentives Reduction shall not reduce the Rent to Owners by more than Twenty-Five (25%) percent. Should the Incentive Reduction reduce the Rent to Owners by more than 25%, Operator shall have the right to either accept the cap to the reduction (i.e. 25%), or terminate this Agreement with no further liability or obligation for any Party in which event Operator shall remove the Equipment within one hundred and twenty (120) days of written notice to Owners.

23. **Assignment and Leasehold Financing.**

A. Operator shall have the right, without the consent of Owners, to assign or otherwise transfer this Agreement and the Easements, or to sublease the Demised Premises to an affiliate or to any person or business entity which purchases, takes an assignment of or subleases the Equipment. Owners may assign this Agreement or sell or sublease the Building, without Operator's consent provided such person or business entity fully assumes performance of this Agreement and all the obligations and liabilities contained herein and takes such assignment, sale or sublease subject to this Agreement.

B. Additionally, Operator may, upon notice to Owners, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any mortgagees or holders of security interests, including their successors or assigns (collectively, "**Mortgagees**"), and such Mortgagees shall have the right, but not the obligation, to assume Operator's rights and obligations under this Agreement. In such event, Owners shall execute such consent to leasehold financing and applicable documents as may reasonably be required by Mortgagees. Owners agrees to notify Operator and Operator's Mortgagees simultaneously of any default by Operator and to give Mortgagees the same right to cure any default as Operator, except that the cure period for any Mortgagees shall not be less than sixty (60) days after receipt of the default notice, as provided in Section 16 of this Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Operator. Failure by Owner to give Mortgagees such notice shall not diminish Owners' rights against Operator, but shall preserve all rights of Mortgagees to cure any default as provided in Section 16 of this Agreement, however, all mortgagees cure periods in Section 16 are extended to sixty (60) days.

24. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon a delivery receipt if served by e-mail, or personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Owner: Brooklawn Out Lot, LLC &  
Bellina Development Company LP  
c/o Brahin Properties, Inc.  
1535 Chestnut Street  
Suite 200  
Philadelphia, PA 19102

Mantua Storage, LLC  
c/o The Feldman Company  
3323 NE 163<sup>rd</sup> Street, Suite 506  
North Miami Beach, FL 33160

With a copy to:

Scott H. Brandt, Esquire  
Lipsky and Brandt  
1101 Market Street, Suite 2820  
Philadelphia, PA 19107

To Operator: DG New Jersey THP Rooftop CS, LLC  
700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: Land Services Administration  
Phone: (855) 552-9872

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party.

25. **Memorandum of Easement.** It is specifically understood and agreed by both parties hereto that a Memorandum of Easement will be recorded with the Clerk for the County of Gloucester County New Jersey, indexed in the land records of that office in the names of both parties hereto and will be a matter of public record.

26. **Miscellaneous.**

A. **Entire Agreement.** All of the representations and obligations of the parties are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing, signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. No waiver shall be implied by delay or any other act or omission of either party.

B. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions. The parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be venued solely in a court of competent jurisdiction in the State of New Jersey. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

C. **Severability.** If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

D. **Successors and Assigns.** This Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

E. **Attorney Fees.** The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including post trial and appeals, if any.

F. **Authority.** Each Party represents to the other that it has complete authority to enter into this transaction.

G. **Counterparts.** This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

H. **Publicity.** Owners and Operator acknowledge and agree that either shall have the right with the others' written consent, which consent may not be unreasonably withheld, conditioned or delayed, (i) to issue press releases regarding use of the Equipment on the Building and to publicize its involvement to its customers and to the public; (ii) to use the other party's name in their press releases, publicity and advertising; and (iii) to display photographs of the Equipment on the Building in its advertising and promotional materials. This does not include anything that Operator needs to file or publish as a result of a requirement by the local municipality, and therefore does not require consent.

I. **Best Efforts.** Operator shall make application to the NJ Community solar program or other applicable program during the Option Term.

K. **Relocation.** Operator agrees that it will remove or relocate the Equipment in the event it is necessary for the Owners to gain access to the Property or to utilize a portion of the Property for the occupants of the building such as air conditioning or communication equipment. Operator and Owner shall cooperate with each other to find a suitable location for the Equipment. The Rent shall be equitably prorated for the time that Operator is unable to use the Equipment needed to be removed or relocated and Owner shall also pay for all costs incurred by Operator for the disruption in operation as well as the costs to remove or relocate the Equipment ("Relocation Costs"). Owner shall pay the Relocation Costs to Operator prior to relocation or if Operator does not know all the costs at the time of relocation within thirty (30) days of Operator's submittal of supporting documentation to Owner of such costs, either way Operator shall submit supporting documentation of the Relocation Costs. Should Operator not receive payment of the



Relocation Costs within the thirty days, or upon agreement by Owner and Operator, Operator may deduct the Relocation Costs from Rent due and owing.

L. Financials. Once the Project has been in operation for at least two years, Within fifteen (15) days of Owners' written request, Operator shall provide to Owner its most recent annual financial statements including but not limited to P & L Statements and Balance Sheets ("Statements") and such Statements for the previous 2 years

M. Joint and Several. Owners shall be jointly and severally obligated to perform under this Agreement as well as liable thereunder.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**Owner:**  
MANTUA STORAGE LLC,

By:   
Name: M. Schultze  
Title: Manager

BELLINA DEVELOPMENT COMPANY, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BROOKLAWN OUT LOT, LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**Owner:**  
MANTUA STORAGE LLC,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BELLINA DEVELOPMENT COMPANY, L.P.

By:  \_\_\_\_\_  
Name: HARVEY SIEGEL  
Title: general partner

BROOKLAWN OUT LOT, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.


**Owner:**  
MANTUA STORAGE LLC,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BELLINA DEVELOPMENT COMPANY, L.P.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BROOKLAWN OUT LOT, LLC

By:  \_\_\_\_\_  
Name: Jess Brach  
Title: President of the Managing Member

**Operator:**

DG New Jersey THP Rooftop CS, LLC  
A Delaware limited liability company

By:   
Matthew G. Ulman, Vice President



## EXHIBIT A

The Land referred to herein below is situated in the Township of Mantua County of Gloucester, State of New Jersey, and is described as follows:

(LOTS 2.01, XLOT 2.02 AND 8, BLOCK 61.01):

BEGINNING at a point in the Westerly line of New Jersey State Highway Route 45 (60 feet wide) (aka Bridgeton Pike); and in the common line with land now or formerly of Commercial Net Lease Realty, Inc., said point being 525.47 feet from the intersection of the said line of Route 45 with the Southerly line of Berkley Road (60 feet wide), being known as the point of commencement; and extending thence

(1) Along the said line of Route 45, South 33 degrees 14 minutes West, 42.95 feet to a point in a curved line of same; thence

(2) Along same, following a curve to the left having a radius of 20.00 feet, and an arc length of 7.10 feet to a point still in same; thence

(3) Still along same, South 33 degrees 14 minutes West, 645.54 feet to a point in the common line with land now or formerly of Gloucester County Board of Chosen Freeholders; thence

(4) Along the said common line with the Freeholders, North 56 degrees 46 minutes West, 66.75 feet to a point in the common line with same; thence

(5) Along same, South 33 degrees 14 minutes West, 40.00 feet to a point in the common line with same; thence

(6) Still along same, South 56 degrees 46 minutes East, 66.75 feet to a point in the aforesaid line of Route 45; thence

(7) Along the said line of Route 45, South 33 degrees 14 minutes West, 265.08 feet to a point in the common line with land now or formerly of Satfield Enterprises, L P.; thence

(8) Along the said common line with Satfield, North 56 degrees 46 minutes West, 645.00 feet to a point in the common line with land now or formerly of Berkley Association, LLC, NJ Co; thence

(9) Along the said common line with Berkley Association, North 33 degrees 14 minutes East, 1003.99 feet to a point in the center of said Berkley Road; thence

(10) Along the center of Berkley Road, North 79 degrees 40 minutes 30 seconds East, 29.68 feet to a point in same; thence

(11) South 13 degrees 23 minutes 45 seconds West, 49.15 feet to a point in the Southerly line of said Berkley Road; thence

(12) Along the said line of Berkley Road, North 79 degrees 40 minutes 30 seconds East, 113.01 feet to a point in same; thence

(13) Along same, North 68 degrees 21 minutes 25 seconds East, 50.99 feet to a point in same; thence

(14) Still along same, North 79 degrees 40 minutes 30 seconds East, 336.07 feet to a point in the common line with land

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now or formerly of The Bank of Gloucester County; thence

(15) Along the said common line with the Bank, and along the common line with aforesaid Commercial Net, South 33 degrees 14 minutes West, 289.89 feet to a point in the common line still with Commercial Net; thence

(16) Along the said common line with Commercial Net, South 56 degrees 46 minutes East, 247.83 feet to the place of beginning.

(LOT 9, BLOCK 61.01):

BEGINNING at a stone set in the center of Mullica Hill and Woodbury Turnpike Road, distant 159.8 feet Northward from the center of the bridge over a small stream running into Mantua Creek; thence along said Turnpike Road

(1) North 39 degrees and 45 minutes East, 40 feet to a stone corner to lands late of George E. Kugler; thence by said lands

(2) North 50 degrees and 15 minutes West, 100 feet to a corner; thence along the same

(3) South 39 degrees 15 minutes West, 40 feet to a corner; thence by the same

(4) South 50 degrees and 15 minutes East, 100 feet to the place of beginning.

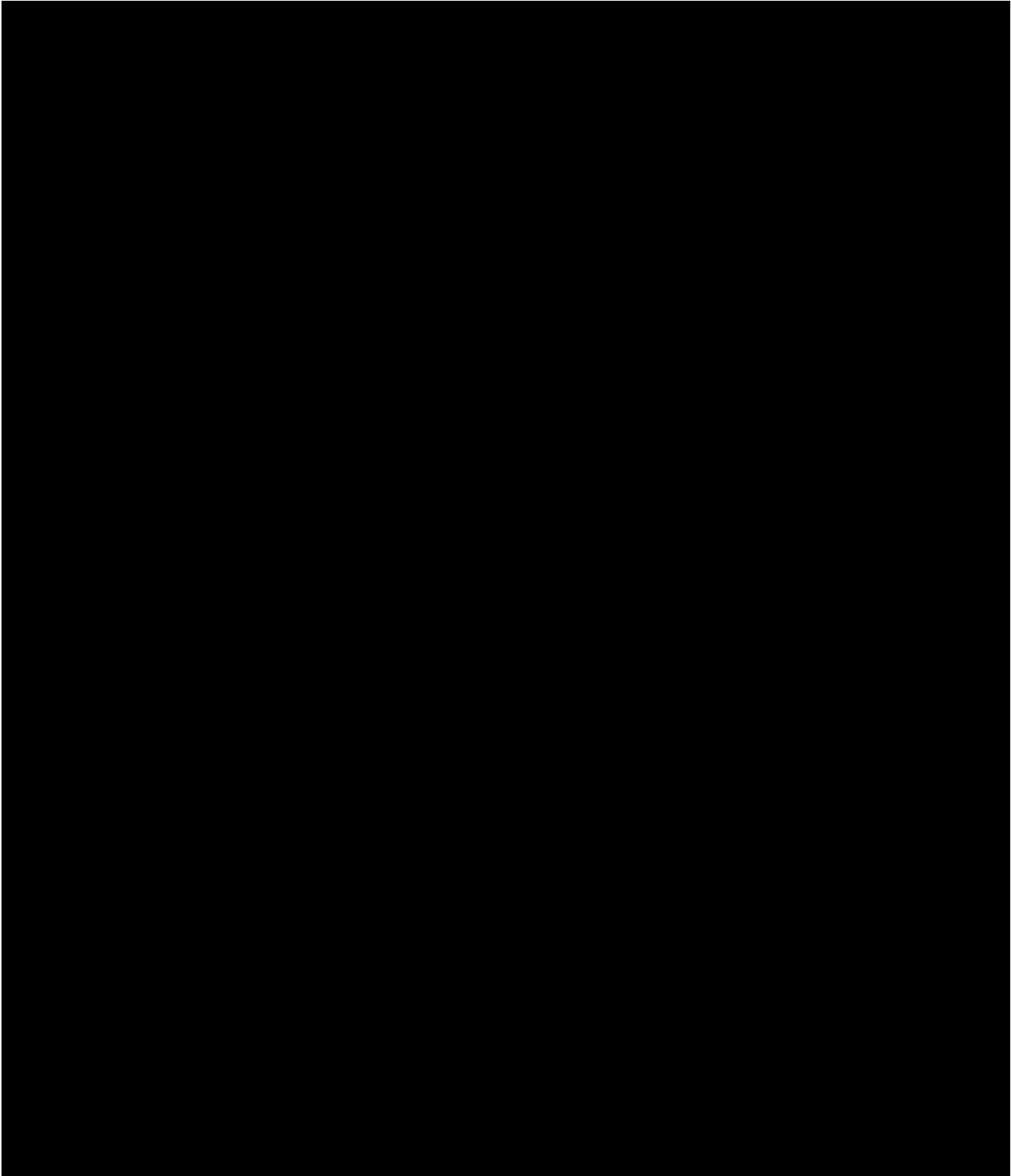
EXCEPTING thereout and therefore, nevertheless, all that land and premises above described lying and being with-in the limits of the public highway known as the Mullica Hill and Woodbury Turnpike Road.

NOTE: FOR INFORMATION ONLY: Being Lots 2.01, Xlot 2.02, 8, 9 and 2.01, Qual T01, Xlot 2.02, 8, Block 61.01; Tax Map of the Township of Mantua, County of Gloucester, State of New Jersey.

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**EXHIBIT B**

**Rent**



**Proposed EXHIBIT C**

**Equipment Placement**

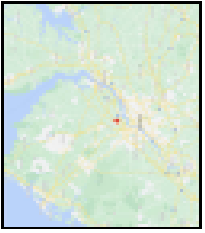
(to be substituted with final as-builts plans as Final Exhibit C)

# 1.12 MW DC PHOTOVOLTAIC SYSTEM FOR BROOKLAWN TOLLHOUSE PLAZA

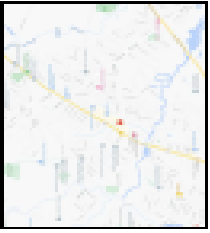
AT  
222 Bridgeton Pike, Mantua Township, NJ 08051

DATE:

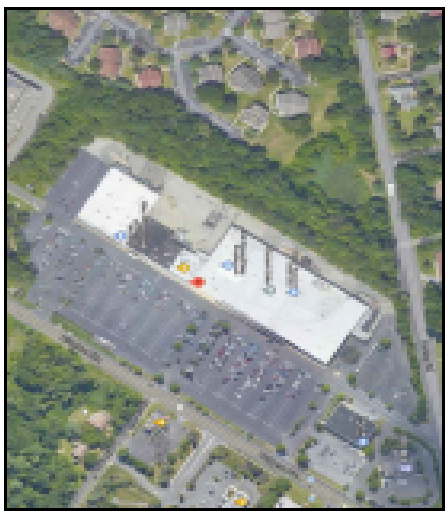
DECEMBER 15, 2020



REGIONAL MAP



SITE MAP



AERIAL PHOTO

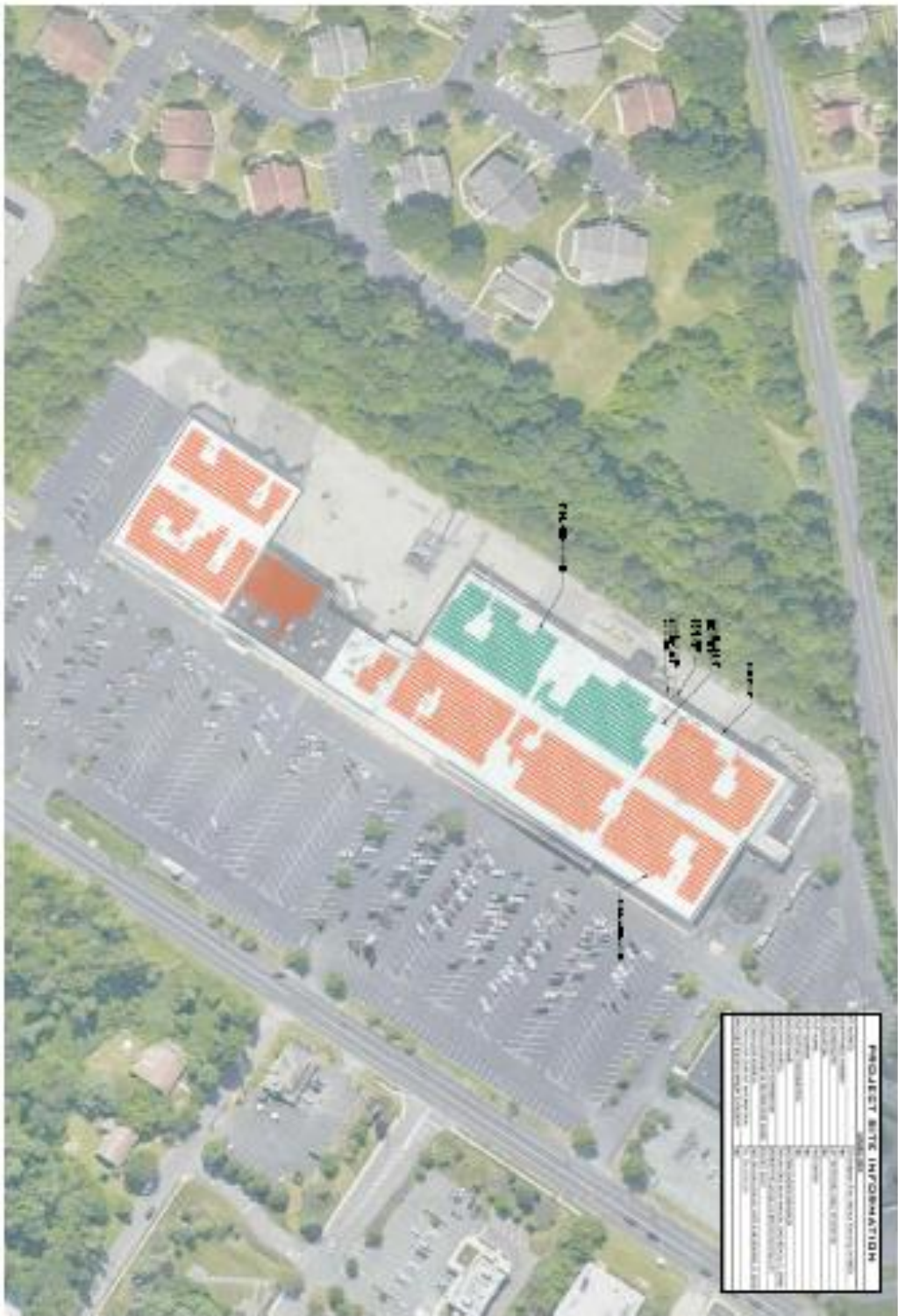
PROJECT INFORMATION	
PROJECT NAME	1.12 MW DC PHOTOVOLTAIC SYSTEM
CLIENT	MANUA TOWNSHIP
PROJECT ADDRESS	222 BRIDGETON PIKE, MANTUA TOWNSHIP, NJ 08051
PROJECT CONTACT	MANUA TOWNSHIP
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT STATUS	PLANNING
PROJECT START DATE	12/15/2020
PROJECT END DATE	
PROJECT TYPE	RESIDENTIAL
PROJECT SIZE	1.12 MW
PROJECT COST	
PROJECT RISK	
PROJECT COMPLEXITY	
PROJECT CHALLENGES	
PROJECT OPPORTUNITIES	
PROJECT RISKS	
PROJECT BENEFITS	
PROJECT IMPACTS	
PROJECT SUSTAINABILITY	
PROJECT SOCIAL RESPONSIBILITY	
PROJECT COMMUNITY ENGAGEMENT	
PROJECT STAKEHOLDERS	
PROJECT PARTNERS	
PROJECT SUPPORTERS	
PROJECT OPPOSERS	
PROJECT ADVISORS	
PROJECT CONSULTANTS	
PROJECT CONTRACTORS	
PROJECT SUBCONTRACTORS	
PROJECT SUPPLIERS	
PROJECT VENDORS	
PROJECT DISTRIBUTORS	
PROJECT RETAILERS	
PROJECT MANUFACTURERS	
PROJECT INSTALLERS	
PROJECT MAINTENANCE	
PROJECT OPERATORS	
PROJECT USERS	
PROJECT CUSTOMERS	
PROJECT PARTNERS	
PROJECT SUPPORTERS	
PROJECT OPPOSERS	
PROJECT ADVISORS	
PROJECT CONSULTANTS	
PROJECT CONTRACTORS	
PROJECT SUBCONTRACTORS	
PROJECT SUPPLIERS	
PROJECT VENDORS	
PROJECT DISTRIBUTORS	
PROJECT RETAILERS	
PROJECT MANUFACTURERS	
PROJECT INSTALLERS	
PROJECT MAINTENANCE	
PROJECT OPERATORS	
PROJECT USERS	
PROJECT CUSTOMERS	

DRAWING LIST	
NO.	DESCRIPTION
1	PROJECT INFORMATION
2	SITE MAP
3	AERIAL PHOTO
4	REGIONAL MAP
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MANUA TOWNSHIP  
222 BRIDGETON PIKE  
MANTUA TOWNSHIP, NJ 08051  
PHONE: 856-833-1234  
FAX: 856-833-1234  
EMAIL: info@mantua-nj.gov  
WEBSITE: www.mantua-nj.gov



PROJECT NO. PYS-1



2025/01/14 10:00 AM



PROJECT SITE INFORMATION	
PROJECT NAME	
PROJECT ADDRESS	
PROJECT CITY	
PROJECT STATE	
PROJECT ZIP	
PROJECT CONTACT	
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT START DATE	
PROJECT END DATE	
PROJECT STATUS	
PROJECT PHASE	
PROJECT BUDGET	
PROJECT COST	
PROJECT REVENUE	
PROJECT PROFIT	
PROJECT RISK	
PROJECT COMPLIANCE	
PROJECT PERMITS	
PROJECT INSURANCE	
PROJECT LEGAL	
PROJECT FINANCE	
PROJECT HR	
PROJECT IT	
PROJECT SECURITY	
PROJECT ENVIRONMENT	
PROJECT COMMUNITY	
PROJECT REPUTATION	
PROJECT SUSTAINABILITY	
PROJECT INNOVATION	
PROJECT FUTURE	

PROJECT NAME: [REDACTED]  
 PROJECT ADDRESS: [REDACTED]  
 PROJECT CITY: [REDACTED]  
 PROJECT STATE: [REDACTED]  
 PROJECT ZIP: [REDACTED]  
 PROJECT CONTACT: [REDACTED]  
 PROJECT PHONE: [REDACTED]  
 PROJECT FAX: [REDACTED]  
 PROJECT EMAIL: [REDACTED]  
 PROJECT WEBSITE: [REDACTED]

PROJECT START DATE: [REDACTED]  
 PROJECT END DATE: [REDACTED]  
 PROJECT STATUS: [REDACTED]  
 PROJECT PHASE: [REDACTED]  
 PROJECT BUDGET: [REDACTED]  
 PROJECT COST: [REDACTED]  
 PROJECT REVENUE: [REDACTED]  
 PROJECT PROFIT: [REDACTED]  
 PROJECT RISK: [REDACTED]  
 PROJECT COMPLIANCE: [REDACTED]  
 PROJECT PERMITS: [REDACTED]  
 PROJECT INSURANCE: [REDACTED]  
 PROJECT LEGAL: [REDACTED]  
 PROJECT FINANCE: [REDACTED]  
 PROJECT HR: [REDACTED]  
 PROJECT IT: [REDACTED]  
 PROJECT SECURITY: [REDACTED]  
 PROJECT ENVIRONMENT: [REDACTED]  
 PROJECT COMMUNITY: [REDACTED]  
 PROJECT REPUTATION: [REDACTED]  
 PROJECT SUSTAINABILITY: [REDACTED]  
 PROJECT INNOVATION: [REDACTED]  
 PROJECT FUTURE: [REDACTED]

PROJECT ID: [REDACTED]  
 PROJECT VERSION: [REDACTED]  
 PROJECT DATE: [REDACTED]





## **Section B: VII.10 - Structural Analysis**

# ***Elton & Thompson, P.C.***

STRUCTURAL CONSULTANTS

FRANK C. THOMPSON, P.E.

(215) 576-6460  
2615 JENKINTOWN ROAD  
GLENSIDE, PA 19038  
EMAIL: design@etengr.com

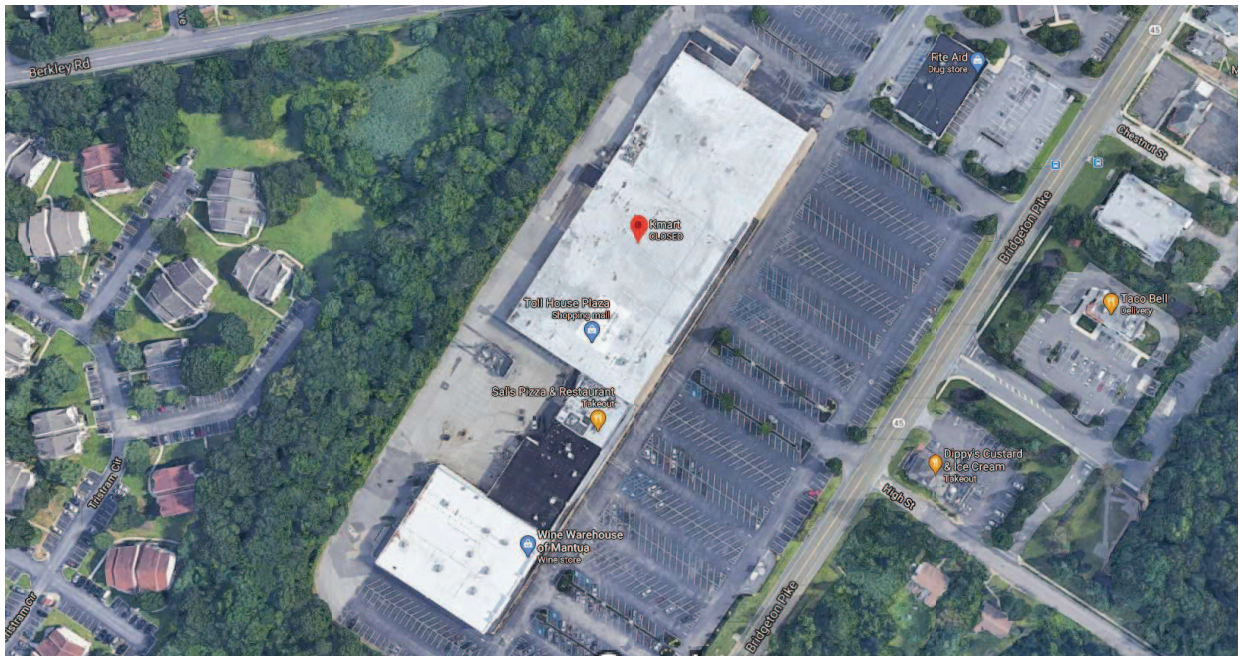
January 14, 2021

Mr. David E. Alley, P.E. Principal  
Construction Engineering Group  
2651 W. Eau Gallie Blvd., Suite A  
Melbourne, FL 32935

**Re: Mantua Storage – Roof top solar panels, Mantua, NJ**  
**Preliminary structural review of the existing roof framing for placement of solar panel support system at the interior storage building.**

Dear David:

Elton & Thompson, PC is pleased to submit our preliminary findings from the structural review of the existing Mantua Storage roof structure (K-Mart building) for the placement of a new solar panel system for the above referenced project. Our analysis was based on the current IBC 2015 NJ Edition Design Code and the existing structural drawings for the original K-Mart building, sheets S1 thru S5, dated 8-19-72. We understand that the solar panel layout will be placed on the adjacent strip stores, however since we did not perform a site visit and we have no structural information on the existing roof framing, we did not include the strip stores in this report. The basic description of the K-Mart roof framing consists of a steel framed building with steel columns, steel beams, steel bar joist and metal roof decking. We assumed that a tar roof was applied to the original construction topped by a single layer rubber roof membrane. The IBC 2015 NJ Edition specifies the ground snow load for this area to be 25 PSF and we analyzed the existing roof for a live load of 25 PSF.



Site plan

Based on our analysis of a minimum code applied roof live load of 25 PSF and a roof framing dead load of 17 PSF, we determined that the majority of the existing roof framing can safely support an additional maximum roof load of 5 PSF. Initially it was noted that the solar panel dead load was not to exceed 5 PSF, which meets this criteria. However, the snow drifting that may occur between the sloped solar panels was not provided nor not included in this preliminary analysis and when applied may overload the roof framing. Nevertheless, there are some roof areas that cannot support the solar panel loading due to code applied snow drift areas behind the high parapets at the front façade. A schematic key plan was included in the report to document the no solar panel areas.

The following was excluded from our preliminary analysis of the Mantua Storage building (K-Mart):

1. Analysis of framing around the existing RTU's.
2. Analysis of the beam to beam or beam to column connections. A field verification of the beam to beam and beam to column connections is required.
3. Analysis of the expansion joint plated connection. A field verification of this joint is required.
4. Analysis of the actual solar panel system, including its final weight, connections to the roof and the snow drifting created between the angled solar panels.
5. Analysis of the foundation system, due to lack of an allowable soil bearing value.

This analysis is exclusive to the original K-Mart building only and does not include the analysis of the adjacent strip store roof framing. A site visit must be performed to document the existing strip store roof framing in order to provide any further analysis of this portion of building.

The conclusion in this report is based upon engineering judgement, the information obtained from the existing structural design drawings and does not warrant or guarantee the building structure.

Please call if there are further questions.

Respectfully,

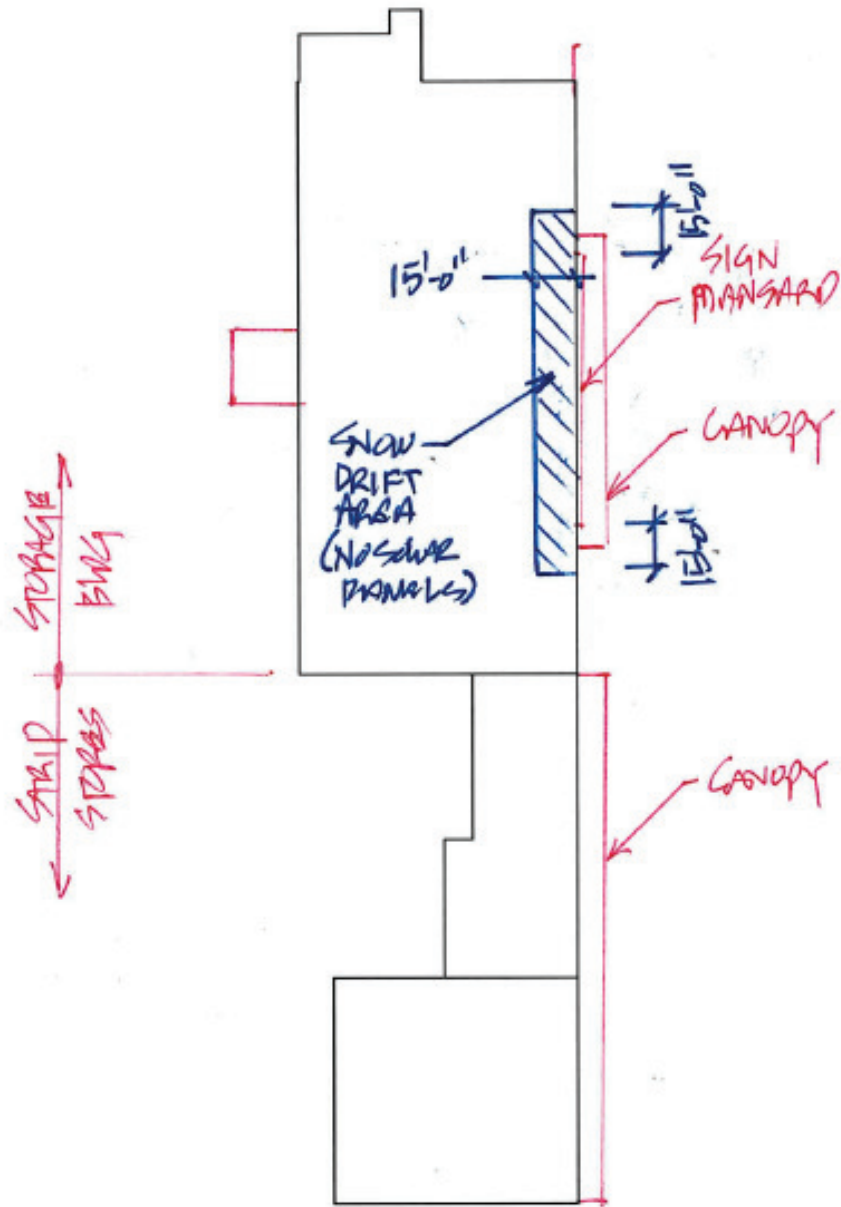


Frank C. Thompson, P.E.

Principal

NJ License No. GE45739





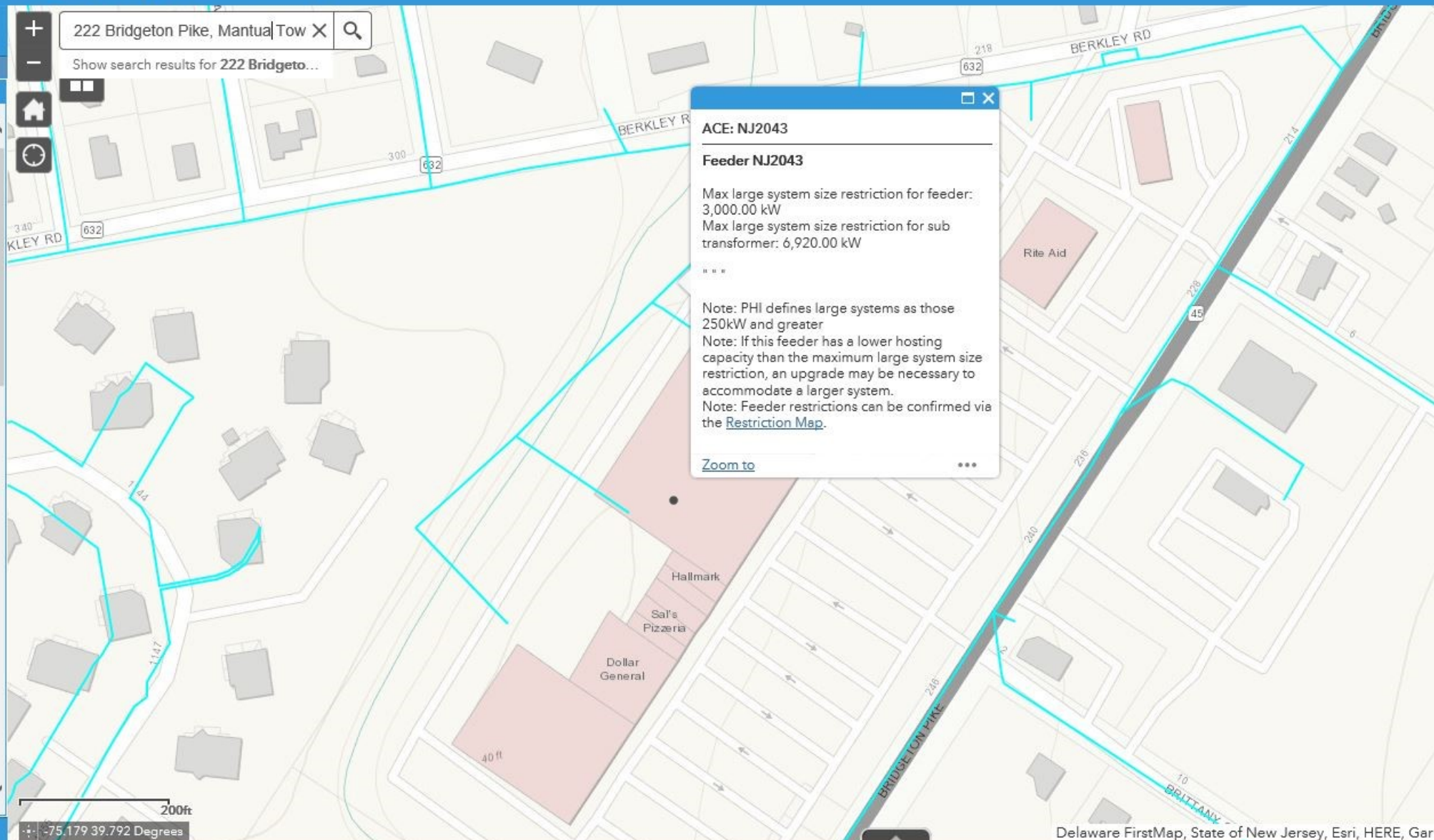
PROJECT  
NORTH

# KEY PLAN

SCALE: NTS

**Section B: VIII.5 - Capacity Hosting Map**





**ACE: NJ2043**

---

**Feeder NJ2043**

Max large system size restriction for feeder: 3,000.00 kW  
 Max large system size restriction for sub transformer: 6,920.00 kW

\*\*\*

Note: PHI defines large systems as those 250kW and greater  
 Note: If this feeder has a lower hosting capacity than the maximum large system size restriction, an upgrade may be necessary to accommodate a larger system.  
 Note: Feeder restrictions can be confirmed via the [Restriction Map](#).

Zoom to ...

To:  
 From: Atlantic City Electric, Distributed Energy Resource Planning & Analytics  
 Subject: Pre-Application Request

Thank you for submitting a pre-application request. Please note that the results of this report are non-binding. Information provided below is subject to change. This report does not guarantee interconnection of a generator of any size. It is informative in nature only and does not hold a position in the interconnection queue.

Customer System Information

Address or POI Information:

Account Number:

System Information:

Distribution System Information

Voltage Level at POI:

Voltage Level if served by secondary:

Current Number of Phases to POI:

Circuit Number:

Any Known Circuit Restrictions:

Distance from Substation to POI:

DER Criteria found below were used to determine the largest size DER (AC Rating) that could be interconnected at the POI specified by the customer without any system modifications. Power Factor mitigation has been incorporated when it would allow a larger system.

Remaining Circuit Capacity for Large DERs	kW
Remaining Substation Transformer Capacity for Large DERs	kW
Installed Generation on Circuit	kW
Pending Generation on Circuit	kW
Size Limit based on Voltage Fluctuation	kW
Size Limit based on Steady State High Voltage	kW
Size Limit based on Reverse Power Flow	kW
<b>DER Size Limit at POI with no sys mods</b>	<b>kW</b>

Known Constraints preventing a larger DER installation:

Some criteria violations can be corrected with system modifications which were not evaluated as part of the pre-application process. If an application is submitted, further analysis will take place which may result in a larger or smaller approved generator size. Examples of more detailed analysis include protection reviews, transformer configurations, Distribution Automation impact and other location specific analysis.

**Explanation of Criteria**

**1. Single Phase Limit**

The largest capacity single phase generator or DER (battery) operating in parallel with the grid is 100kW. Above that size, a balanced 3 phase system is required. If 3 phase is available, balanced 3 phase shall be used.

**2. Voltage Limits**

DERs are permitted to cause up to 3% (primary) or 5% (secondary) voltage fluctuation at the Point of Interconnection and ½ the band width of any voltage regulator or ½ the net dead band of a capacitor bank. DERs in maximum output, are permitted to raise feeder voltage to the ANSI or state limit whichever is more conservative. An absorbing PF may be required to mitigate voltage rise or fluctuation impact.

**3. Existing Distribution Circuit Capacity Limits**

The aggregate limit of “large” generators running in parallel with a single, existing distribution circuit is:

Circuit Voltage	Aggregate Limit	Large DER Size
4 kV	1 MW	250 kW
12 – 13.8 kV	3 MW	250 kW
23 – 25 kV	6 MW	500 kW
33.26 – 34.5 kV	10 MW	1 MW

**4. Express Circuit Capacity Limits**

Distributed generation installations which exceed the limit for an existing circuit require an express circuit.

The maximum generator size for express circuits shall be:

Circuit Voltage	DER Limit
4 kV	1 MW
12 – 13.8 kV	10 MW
23 – 25 kV	10 MW
33.26 – 34.5 kV	20 MW

Note: Maximum Demand Loss and Annual Energy Loss both must be less than 3% for the express feeder

**5. Telemetry requirements**

On radial circuits that have or can incorporate Distribution Automation, telemetry is required on all systems 250kW and greater.

**6. Distribution Power Transformer Limit**

The aggregate of “large” DER will be limited to 50% of the substation transformer normal rating. In the case of transformers paralleled on the low side, the limit is 50% of the sum of the transformer normal ratings. This usually ensures that the LTC does not operate excessively. Note that small systems (less than the large system size for the circuits’ voltage class), may continue to be interconnected when these distribution transformer limits are reached. The absolute net reverse power limit is 40% of the transformer normal rating. This ensures that locations with transfer capability can operate safely where one transformer load automatically transfers to the remaining transformer upon outage of one transformer

## **7. Express Circuit Length Limit**

The maximum circuit length is limited to 5 miles for 12/13 kV, 7 miles for 25 kV, and 10 miles for 34 kV.

**Note:** For ACE, no 34 kV Express Circuits will be built as that voltage level is being retired. 4 kV Express Circuits will not be built in any PHI jurisdiction.

If there is no more injection capacity or space for an additional transformer at the closest substation, the next closest substation will be considered.

## **8. When a New Substation is Required**

If a distribution express circuit can't be built from an existing substation for a project, it will be necessary to construct a new distribution substation with a standard ring bus design. It will be supplied by extending existing transmission lines. In NJ, it is the developer's responsibility to verify eligibility of this configuration for solar renewable energy certificates with New Jersey's Clean Energy Program if desired.

All limits, given above in MWs, are subject to more detailed study to ensure feasibility.

## **9. Secondary and Spot Networks**

DER systems less than or equal to 50 kW can be approved if the DER maximum generation is  $\leq 5\%$  of the area network peak load. Monitoring and control will not be required. PHI has the right to revise the maximum export level in case of changed conditions or future negative impacts.

DER systems larger than 50 kW will be required to provide local monitoring of net power (import or export) and control of generation through control relays, or a combination of inverter and dedicated controller. Net power limits will be set to prevent reverse power on any area network protector. In some cases a minimum net import (into the facility) may be required.

Telemetry will be required for systems larger than 150 kW to collect and provide PHI the monitored data. For systems larger than 50 kW and up to and including 150 kW, telemetry and related interoperability may be required where the system, during daytime hours, operates within 30% of the point where a network protector would inadvertently operate.

In Atlantic City Electric service territory aggregate PV generation connected to an area network shall not exceed 10% of minimum annual load or 500 kW, whichever is less. The minimum load is calculated based on minimum load occurring during an off-peak daylight period for PV or any off-peak minimum for other generation types. Depending on size, all PHI monitoring and telemetry requirements apply in Atlantic City.

## **10. Direct Transfer Trip**

For all DERs, 750kW and greater, DTT will be required. There are other scenarios where DERs smaller than 750kW will require DTT. Considerations for synchronous generators are different than inverter based.

## **Explanation of the Reviewed Impacts**

Voltage Fluctuation – This is a metric used to represent the DER's impact on distribution feeder voltage. It quantifies the difference in feeder voltage between when the system is running at full output and then after the generation has been suddenly lost. Larger systems and systems connected further from a substation tend to have a higher voltage fluctuation value. If this criterion can't be met with power factor mitigation, an impact study will be required to ensure that voltage can be maintained within applicable standards.

Steady State High Voltage – A simulation is performed which predicts how high the voltage will rise at a point in time when energy consumption is lowest on the feeder and the DER is injecting power. The system is simulated in a normal, steady state and abnormalities are not accounted for. In some cases, steady state high voltage can be mitigated by changing settings on voltage regulation equipment.

Reverse Power Flow – Some devices may require setting changes, a re-evaluation of their control scheme, or replacement. The lowest daytime (9am - 3pm) load going thru the lowest loaded phase of a voltage regulator or distribution power transformer must be 20% greater than the aggregate solar output downstream of the respective equipment or mitigation is required.

### **Explanation of Restricted Circuits**

Fully Restricted Circuits – any size – Given current technology, each distribution circuit will have a limit to the amount of distributed generation that can be accommodated. When the installed generation on a circuit has reached its maximum, (generally just before the point of voltage violations), no further applications can be accepted for DER's, regardless of size, unless the customer is willing to pay for the needed upgrades. Potential DER owners may request, at their expense, to pay for upgrades that would allow them to install their system. In many cases, the required upgrade costs may make an installation cost prohibitive.

Restricted Circuits – to LT Large – Circuits which have active and/or pending generation that exceeds the amount that can be accommodated may be restricted to generators with AC ratings based on the voltage level. Typically, this is done in the case where distributed generation requests exceed set criteria limits in order to avoid closing the circuit entirely. (See: 3. Existing Distribution Circuit Capacity Limits)

**Reference to OPTION AND ROOF EASEMENTS AND AGREEMENT where Land Owner agreed to an adjustment in the lease rate for interconnection upgrade costs.**

Referring to the OPTION AND ROOF EASEMENTS AND AGREEMENT (collectively "**Agreement**") dated as of the 4<sup>th</sup> day of February, 2021 (the "**Effective Date**"), by and between MANTUA STORAGE LLC, BELLINA DEVELOPMENT COMPANY, L.P. AND BROOKLAWN OUT LOT, L.L.C. (collectively the "**Owners**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"). (Owners and Operator being sometimes referred to herein as a "**Party**" or collectively as the "**Parties**").

Described in EXHIBIT B (Section 3):

[REDACTED]

The Operator will pay the increase of Interconnection Costs and deduct it from the Land Owner's annual Rent.

For further reference, please review the full executed version of OPTION AND ROOF EASEMENTS AND AGREEMENT attached to the application.



## **Section B: IX.4 - Evidence of Experience on Projects Serving LMI Communities**

- ◆ Applicant has provided a Letter of Intent with New Bridge, which supports affordable housing, health and community support for low-moderate income people (see following attachment).
  - ◆ Applicant is currently developing George Millard Solar, a Massachusetts LMI Community Solar project for which we are acquiring customers through our subscriber organization partner.
  - ◆ In addition, Solstice, a potential subscriber organization partner for the proposed project, has successfully completed an LMI acquisition, the first Massachusetts LMI project to come online in Eversource's SEMA territory. Solstice is preparing to launch an acquisition and management campaign for community solar projects in New York's ConEd territory built on top of the New York City Housing Authority rooftops.
  - ◆ In addition, Solstice Initiative is the recipient of multiple grants and is currently conducting research initiatives including a Department of Energy-sponsored project to evaluate contract uptake and churn and default rates nationwide for community solar across income brackets in order to increase inclusivity in the market.
  - ◆ Applicant is also conducting research sponsored by New York State Energy Research & Development Authority to test different marketing and outreach methodologies for low-income community solar projects.
-

**Section B: XI.1 - Project Cost estimates**

---

# Project Cost

## Breakdown

Description
Materials Cost (\$)
Labor Cost (\$)
<b>Total</b>

Description
Project Operating Expenses
Subscription Maintenance
Ongoing Property Expenses
<b>Total</b>

Description
Net Installed Cost / 20 year production
Annual Operating Expenses
<b>Total</b>

Description
Credit-worthy residential
LMI residential
<b>Total</b>

Description
Total

*\*Includes all marketing related activities, such as digital, event outdoor, field teams, spot radio, earned media, and direct customer acquisition cost.*

**Section B: X.3 / X.4 - Letter of Intent for Partnership with Local Community Organization**

December 15, 2020

**Project Live Inc.**  
**465-475 Broadway**  
**Newark, NJ 07104**

**Re: Partnership**

Dear Mr. Croessmann:

This letter of intent ("**Letter of Intent**"), will evidence the partnership of DG Development & Acquisition, LLC, a Delaware limited liability company ("**DG Development**"), which is an indirect, wholly-owned subsidiary of NextEra Energy Resources, LLC, a Delaware limited liability company ("**NextEra**"), and Project Live Inc., ("**PROJECT LIVE**") with respect to a partnership for the support of NextEra's community solar projects (the "**Project**") to be located in New Jersey and specifically at the NJ MotorSports Park (Millville), NJ Kennedy International (Old Bridge) and/or NJ Toll House Plaza (Mantua) (the "**Premises**"). DG Development and PROJECT LIVE are sometimes referred to individually as "**Party**" and collectively as the "**Parties.**"

This Letter of Intent is not intended to and does not constitute a binding agreement of the Parties.

In consideration of the rights and obligations of the Parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1.1 **Partnership.** The Parties have a partnership to support affordable housing for communities in New Jersey with the intention to bring affordable homes to low-moderate income customers and to reduce their electric bills by developing more and more community solar projects where we can recruit subscribers for the Project.
- 1.2 **Project Live's role.** Provide support activities promoting affordable housing in New Jersey and promoting community solar to the community in order to get more subscribers who are willing to support the environment and to reduce their electric bills.
- 1.3 **NextEra's role.** Support Project Live Services in activities and events to support affordable housing for communities in New Jersey.
- 1.4 **Donation:** a donation of \$2,000 to \$4,000 for the first 2 months of support will be provided by NextERA. Both parties will decide whether or not to extend the partnership after this period. NextEra will have up to 30 Business Days to process this payment once this agreement is executed.
- 1.5 **Exclusivity.** No exclusivity will be provided by any party.
- 1.6 **Non-Inclusive; Non-Binding.** This Letter of Intent does not create and is not intended to create a binding and enforceable contract between the Parties.
- 1.7 **Costs.** Each Party shall assume its own costs, fees and expenses.


Project Live, Inc.  
12/15/2020  
Page 2

- 1.8 **Assignment.** This Letter of Intent shall not be assigned or transferred in any manner by either Party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

This Letter of Intent may be executed in counterparts, and all such counterparts together shall constitute but one agreement.


Very truly yours,

**DG DEVELOPMENT & ACQUISITION, LLC**

By:   
Name: Matthew G. Ulman  
Title: Vice President  
Date: 1/11/2021

Acknowledged, Agreed to and Accepted:

**Project Live, Inc.**

  
By: \_\_\_\_\_  
Name: Ross Croessmann  
Title: Executive Director  
Date: 12/16/2020



## Section B: XII.5 - Training Opportunities

### Commitment to Education

NextEra Energy is committed to working with academic partners to advance renewable energy. NextEra Energy appreciates the critical need for a skilled workforce with a strong foundation in Science, Technology, Engineering, and Mathematics (STEM). We look to our academic partners, to provide the educated and trained energy workforce needed to sustain development and supply customers with renewable, clean power. NextEra Energy recognizes that collaboration is paramount to advancing research, innovation and robust talent pipelines of well-educated and highly skilled energy professionals.

### Community Investment in Under-Resourced Communities

NEE is committed to supporting opportunities for individuals and communities in low opportunity areas. We work with academic partners, Economic Development Organizations, and community groups to directly serve the unique needs of a given community.

### Internships

NextEra appreciates the ability of internships to bridge classroom education with experiential / contextual learning. NextEra is committed to supporting robust, challenging and rewarding internships. An internship at NextEra lasts 10 to 12 weeks. We compensate our interns, at a fair market rate, during the course of the summer.

### Higher Education, NextEra, and Big (Energy) Data

NextEra, in collaboration with, the National Science Foundation’s supported Center Renewable Energy Advanced Technological Education (CREATE) and academic partners across the nation, is developing a supervisory controls and data acquisition (SCADA) platform. CREATE is a bridge between academia and industry for advancing renewable energy education and training. The SCADA platform will expand dynamic training and research. Higher education institutions across North America (colleges and universities), with wind and/or solar energy production infrastructure, will provide “data points.” The data points from across the country will be interconnected by a SCADA platform. This diversity of data presents opportunity for experiential training and technological advancement.



## Straight to Work Initiatives (STW)

NEE works with academic partners to provide accelerated pathways for work ready adults

- ◆ Efforts include endowments to support scholarships for training, career counseling, prior learning credits and articulations
- ◆ Subject matter support for curriculum development, presentations and advisory council support
- ◆ Equipment donations for training infrastructure

For example, NEE works with academic partners to provide STW pathways to well-paying solar construction jobs:

## Fast Track Solar Field Construction Program

NEE collaborated with Indian River State College to develop a solar energy training program. The Fast Track Program is designed to meet solar energy construction technical skill expectations. Technical training includes:

- ◆ OSHA Training and Certification
- ◆ Measurement and Layout and Site Development
- ◆ Manufacturing Skill Standards Council's (NSSC) Certified Production Technician (CPT) training in:
  - Maintenance & Process Management
  - Quality Assurance & Safety Awareness
  - All subjects include the topic Certification Exam. Passing all four earns the nationally recognized MSSC/CPT – “Certified Production Technician”.
- ◆ Basic Schematics and Print reading
- ◆ AC/DC theory
- ◆ Troubleshooting and Repair Techniques



- ◆ Solar Photovoltaic Systems
- ◆ Hands-on lab training in Solar Panel Assembly with training in the NEER funded PCC solar field

This program is designed to meet the identified employment requirements of solar energy utilities and their **sub-contractors** that are constructing Solar Power Generation fields across the Nation. NEE works with community colleges, high schools, Veteran organizations, Department of Labor and employment and other organizations to ensure robust talent pipelines of well-educated and

highly skilled local energy professionals.

**Example:**

**Pueblo Community College (PCC)** is a two-year institution of higher learning located in Pueblo, Colorado. PCC is committed to educating and training the skilled workforce necessary to meet industry's needs. PCC is a recognized leader in the community and makes a significant economic impact to the surrounding area.

NEE Commitment:

- ◆ Constructed, on PCC campus, approximately 20KW solar farm
- ◆ Provided subject matter expertise to develop renewable energy curriculum
- ◆ Supported development of special topic courses, capstone courses and energy “boot camps”
- ◆ Supported development of *Fast Track Solar Field Construction Program*
- ◆ Supported community awareness of careers and benefits associated with renewable energy
- ◆ Supported engagement with *Renewable Energy & Process Control Network*



The future is bright for students at Pueblo Community College with cutting-edge solar learning lab

© December 13, 2019

**Multi-Discipline Capstones and Special Projects**

NextEra Energy supports projects with academic partners across the Nation. Projects include:

- ◆ Forecasting application
- ◆ Smart Grid Control Systems
- ◆ Big Data
- ◆ Blade Icing Mitigation
- ◆ Autonomous Drone
- ◆ Power Line Tethered Drone
- ◆ Animal Deterrent Substation
- ◆ Self-Charging on the Electrical Grid
- ◆ Big Data/Predictive Analytics
- ◆ Soiling Data Analysis and Mitigation
- ◆ Supervisory Controls and Data Acquisition

**Decommissioned equipment** – when NextEra Energy equipment reaches the end of its commercial life, its academic life begins. NextEra Energy has a long history of donating equipment to colleges.

**Science Technology Engineering and Mathematics (STEM)**

NextEra Energy is committed to inspiring youth to participate in STEM careers including energy. NEE has supported numerous STEM education programs.

Examples include:

**Renewable Energy Camp:** In collaboration with Lake Region State College, NEE helped fund, develop and deliver a STEM camp. NEE subject matter experts participated in the teaching and training.



Rescue training using NEE donated equipment



She believed she could, so she did. **You can too.**



1801 College Drive North, Devils Lake, ND 58301  
 800.443.1313 | 701.662.1600 | www.lrscc.edu



Lake Regions State College STEM Camp

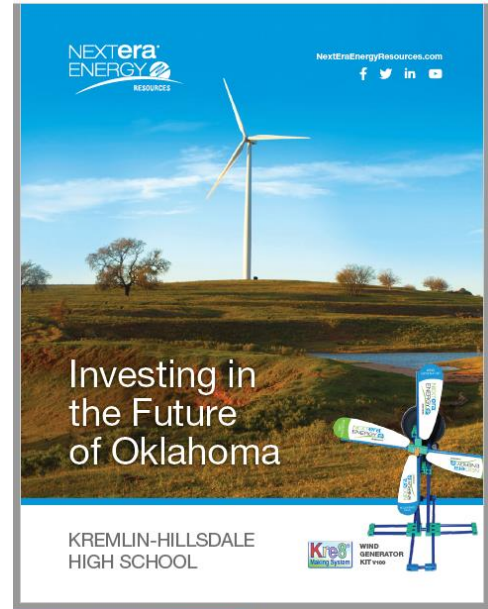
**EmPower STEM Camp:** NEE/FPL, in collaboration with Indian River State College, developed and delivered several STEM camps. NEE subject matter experts participated in the teaching and training. The camps are comprehensive, including hands on training in power plant, wind energy and solar energy operations and maintenance.



Energy STEM Camp Indian River State College



**Oklahoma STEM Initiative:** NEER partnered with KidWind and Kelvin Electronics to provide 1,500 science, technology, engineering and mathematics (STEM) education kits to Oklahoma high schools. The STEM kits included a packet of materials for each student to complete independently in the traditional classroom setting or via virtual instruction, as well as a wind generator kit to assemble. Each teacher received a guide with lessons on the different forms and sources of energy and how wind power can power their classrooms and a custom video so students may experience how wind energy works up close.



## NEW JERSEY ACADEMIC COLLABORATION



Kennedy International  
**Location:** 1800 Old Water Works Rd, Old Bridge, NJ

Brooklawn Tollhouse  
 Mantua, NJ

Salem Community College

New Jersey Motorsports Park

Brookdale Community College is a public community college in Lincroft, New Jersey. Brookdale Community College was founded in 1967 and has locations in Neptune Township, Freehold, Hazlet, Long Branch, and Wall Township. Salem Community College is a public community college in Salem County, New Jersey. Salem Community College's main 11-acre campus is in Carneys Point Township. SCC is authorized to grant associate degrees—Associate in Arts, Associate in Fine Arts, Associate in Science and Associate in Applied Science—and certificates. NEE has a long history of collaborating with Salem Community College and the Nuclear Uniform Curriculum Program.

## NEW JERSEY ACADEMIC PROPOSAL

### Straight to Work Initiatives (STW)

NEE commits to work with local academic partners to:

- ◆ Facilitate accelerated pathways for work ready adults including fast track solar installation training
- ◆ Provide subject matter support for curriculum development, presentations and advisory council participation
- ◆ Provide equipment donations for training infrastructure

**Endowment** – NextEra Energy (NEE) proposes to establish an endowment with area Community College(s) i.e. Salem Community College, to provide education and training opportunities for local individuals including *fast track* solar installation training. The commitment can be leveraged to garner grant support, and workforce development funds. This opportunity could be collaborative with economic development organizations.

**Supervisory Controls and Data Acquisition** - SCADA drives the why, where and when maintenance is conducted. Training engineers and technicians, in SCADA, is paramount for career readiness. NEE, with academic partners across the nation, is developing a dynamic training/ research platform -*Renewable Energy & Process Control Network*. NEE commits to support local Community Colleges by providing SCADA training, equipment, curriculum and access to the aforementioned SCADA platform.

### Science Technology Engineering and Mathematics (STEM)

NextEra Energy is committed to inspiring youth to participate in STEM careers including energy. NEE, in collaboration with area school districts, Community Colleges and community organizations, i.e. Future Farmers of America, Urban League, Boys and Girls Clubs, etc. commits to developing STEM camps. NEE subject matter experts will participate. The camps are comprehensive, including experiential teaching and engagement methods.

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