Community Solar Energy Pilot Program Application Form

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

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

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

I. Minimum Qualification Requirements

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

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

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

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

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

III. Terms and Conditions

General Terms and Conditions

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

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

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

Evaluation of Applications and Approval of Projects

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

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

Milestones and Follow-Up for Approved Projects

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

Special Considerations for Project Siting

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

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

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

Submitting an Application

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

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

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

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

Questions and Further Information

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

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

Section B: Community Solar Energy Project Description

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

I. Applicant Contact Information

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

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

II. Community Solar Project Owner

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

III. Community Solar Developer

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

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

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

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

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

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

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Downe Township
First Name: Robert Last Name: Campbell (Mayor)
Daytime Phone: 856-305-6213 Email: rgc4downe@comcast.net
Applicant Mailing Address: 288 Main Street
Municipality: Downe Township County: Cumberland Zip Code: 08345

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

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

Subscriber Organization Company/Entity Name *(optional, complete if applicable)*: Nexamp, Inc.
First Name: Allan Last Name: Telio
Daytime Phone: 617-935-2087 Email: atelio@nexamp.com
Mailing Address: 101 Summer Street, 2nd Floor
Municipality: Boston County: Suffolk Zip Code: 02110

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels):
3.5 MW AC 4.56 MW DC

Community Solar Facility Location (Address): Ackley Road
Municipality: Downe Township County: Cumberland Zip Code: 08345
Name of Property *(optional, complete if applicable)*:
Property Block and Lot Number(s): 27 and 3

Community Solar Site Coordinates: -75.15 W Longitude 39.35 N Latitude

Total Acreage of Property Block and Lots: 20 acres
Total Acreage of Community Solar Facility: 15.6 acres

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

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

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

Estimated date of project completion* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.*): November (month) 2020 (year)
Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project.

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

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

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

VII. Community Solar Facility Siting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    See Exhibit J for further information.

VIII. Permits

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

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

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

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

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

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for *(if applicable)* / Date Permit Received (*if applicable)*
Planning Board Application	Downe Twp Planning Board	4 Months
NJDEP Freshwater Wetlands (LOI)	NJDEP	4 Months
NJDEP Environmental Review	NJDEP	N/A
NJDEP Flood Hazard Area Verification	NJDEP	4 Months
NJDEP Freshwater Wetlands General Permit	NJDEP	5 Months
NJDEP Flood Hazard Permit	NJDEP	5 Months
NJDEP Wetland Transition Area Waiver	NJDEP	5 Months
NJDEP Stormwater Discharge Permit	NJDEP	4 Months
Soil Erosion and Sediment Control	Cumberland Salem Conservation Dist.	2 Months
NJ Pollutant Discharge Elimination System Application, SWPP Narrative, RFA Perm	Cumberland Salem Conservation Dist.	1 Month
Local/County/State Road Construction Permit	Cumberland County	3 Months
Road Opening Permit	Cumberland County	1 Month
Utility Opening Permit	Cumberland County	1 Month

Historic Preservation Review	SHPO	3 Months
Treatment Works Approval	NJDEP	4 Months
Brownfields Development Permit	NJDEP	N/A
Safe Drinking Water Permit	NJDEP	N/A
Army Corps of Engineers Compliance	Army Corps of Engineers	N/A

Please see Exhibit F for additional permits.

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

IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range)*: 525

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. Community Engagement

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

Please see Exhibit J for further information.

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

   Please see Exhibit J for further information.

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

   Please see Exhibit J for further information.

XI. Project Cost

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

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

Net Installed Cost (in $)	6,641,374
Net Installed Cost (in $/Watt)	1.37
Initial Customer Acquisition Cost (in $/Watt)	0.10
Annual Customer Churn Rate (in %)	3

Annual Operating Expenses (in c/kWh)	13.6
LCOE (in c/kWh)	6

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

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

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

XII. Other Benefits

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

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

   Please see Exhibit J for further information.

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: 36
   If "Yes," estimated number of permanent jobs created in New Jersey: 4

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

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

XIII. Special Authorizations and Exemptions

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

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

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

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

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

Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

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

Natasha Meehan

Signature

Natasha Meehan

Name

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

Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

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

Natasha Meehan
Signature

Natasha Meehan
Name

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

Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 9/5/2019

Print Name: CHRIS CLARK

Title: SVP Company: Nexamp Solar, LLC

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

Natasha Meehan

Signature

Natasha Meehan

Name

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

Property Owner Certification

The undersigned warrants, certifies, and represents that:

1) I, Robert Campbell (name) am the Mayor of Downe Township (title) which owns the Property known as Block 27, Lot 3 (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) My organization or I understand that certain information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that sensitive and trade secret information that they wish to keep confidential should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.; and
4) My organization acknowledges that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 9-6-2019

Print Name: Robert Campbell

Title: Mayor Company: Township of Downe

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

Nicole Marlette

Signature

Nicole Marlette

Name

NICOLE M. MARLETTE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/17/2021

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

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 9/6/2019

Print Name: ZAID ASHAI

Title: Chairman and CEO Company: Nexamp, Inc.

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

_____

Signature

Julie Beauchemin

Name

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

Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

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

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

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

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

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

☐ As a percentage of monthly utility bill

☐ As a fixed guaranteed savings compared to average historic bill

☑ As a fixed percentage of bill credits

☐ Other: _____

6. Special conditions or considerations:

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

Appendix B: Required Attachments Checklist

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

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

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

Appendix C: Evaluation Criteria

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

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

Nexamp - Downe Township

New Jersey Community Solar Energy Pilot

Program Application

Contents

Exhibit A	Nexamp Overview
Exhibit B	Delineated Project Map and Project Design
Exhibit C	Proof of Site Control
Exhibit D	NJDEP Permit Readiness Checklist & Meeting Proof
Exhibit E	Hosting Capacity Map
Exhibit F	Permits and Civil Overview
Exhibit G	Letters of Support
Exhibit H	Project Costs
Exhibit I	Community Solar Outreach and Contract Example
Exhibit J	Additional Documents

Transmittal Letter

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Attn: Office of Clean Energy

On behalf of Nexamp, I am pleased to submit this Community Solar Application to the Board of Public Utilities. As a preeminent national leader in solar energy deployment, this project will continue the State of New Jersey's excellent track record of reducing carbon emissions while simultaneously saving on energy costs.

Named a Top 3 Commercial Solar Developer Nationwide by Solar Power World, Nexamp is leading the transformation to the new energy economy by providing proven solutions for the deployment and operation of solar energy assets. Founded by former U.S. Army Captains in 2007, Nexamp has built over 200 solar PV systems in the Northeast, totaling over 150 MW of solar energy.

As a vertically-integrated provider of solar services, Nexamp has the proven ability to see projects through. Nexamp sets itself apart as a market leader because of its proven experience across the entire project life-cycle, a strong balance sheet backed by Mitsubishi Corporation, its robust financing capabilities, and its proven Community Solar subscription platform.

With a rapidly growing network of property owners, businesses, communities and residents benefiting from our growing portfolio of solar assets across the US, Nexamp and our partners are laying the groundwork for a cleaner, more secure energy future.

Sincerely,

Zaid A. Ashai
Chairman and Chief Executive Officer

Nexamp Inc.

Exhibit A: Nexamp Overview

Company Overview

About Nexamp

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

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

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

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

Company Information

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

Nexamp Offices

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

nexamp

Solar Energy.
Powered by Experience.

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

BY THE NUMBERS

200+
projects built totaling
150 + MW

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

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

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

Our Development Process:

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

ABOUT NEXAMP

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

OUR VALUES

- Transparency
- Responsiveness
- Efficiency

GET STARTED

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

Selected Projects

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

MILLARD HILL 7,500 kW | Newfield, NY

PROJECT BENEFITS

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

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

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

NEXAMP PEAK 2,300 kW | Hancock, MA

PROJECT BENEFITS

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

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

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

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

Exhibit B: Delineated Project Map & Project Design & Site Photos

The following pages show satellite imagery from 1995 to 2019. The image from 1995 shows the project area clear of any vegetation. The images from 2002 and 2019 show the encroachment of scrub brush and shrubs. Photographs have been provided to show the current state of vegetation.

OVERHEAD LINE
UTILITY RECLOSER POLE
UTILITY METER POLE
DISCONNECT POLE
NEXAMP METER POLE
RISER/RECLOSER POLE
EXISTING GRAVEL ROAD
GATE
UTILITY DISCONNECT POLE
CORNER POLE
TANGENT POLES
10-2 SHADE LINE
TREE LINE
POI
ACCESS ROAD
50FT SETBACK
MV UNDERGROUND LINE
EQUIPMENT PAD (INVERTER AND TRANSFORMER LOCATION)
20D TILT GROUND SCREW SYSTEM
FENCE
10D TILT BALLASTED SYSTEM
50FT SETBACK
50FT SETBACK
PROPERTY LINE
ACCESS ROAD

SYSTEM INFORMATION		
TOTAL ARRAY SIZE (kW DC)	4365.63	189.81
TOTAL SYSTEM SIZE (kW AC)	3500	

LEGEND:

- PROPERTY LINE
- FENCE LINE
- SHADE LINE
- STREAM LINE
- STREAM SETBACK LINE
- WETLAND LINE
- WETLAND SETBACK LINE
- TREE LINE

SCALE IN FEET
0 60 120 180 300

TRUE_NORTH

3/1995
Ackley Rd
Railroad Ave
Image U.S. Geological Survey

12/2002
Ackley Rd
Railroad Ave
Image © 2019 State of New Jersey

5/2019
Ackley Rd
Image © 2019 Maxar Technologies

Exhibit C: Proof of Site Control

DOWNE TOWNSHIP MUNICIPAL COMPLEX

Established 1772

Nature lover's paradise

September 6, 2019

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
P.O. Box 350
Trenton, New Jersey 08625-0350

RE: Proposed Development of Community Solar System on Capped Landfill
Downe Township, Cumberland County (Block 27, Lot 3)

To Whom It May Concern:

Please accept this letter on behalf of the Township of Downe (the "Township") in support of the Community Solar Energy Pilot Program application filed by Nexamp, Inc. and Infiniti Energy Services, LLC to develop a 4.5 megawatt community solar system (the "Project") on a municipally-owned, 20 acre landfill, located at Block 27, Lot 3 of the Township tax map that is in the process of being capped ("Property").

The Township has a strong interest in repurposing its Property for an environmentally beneficial purpose and has discussed the Project with various solar companies. As a result of those discussions, I believe that Nexamp, Inc. and Infiniti Energy Services, LLC are best equipped to develop the Project. I intend to present the proposed Project to the Township Committee at its regular meeting on September 9, 2019 to initiate the process of designating the Property as an area in need of redevelopment and recommending Nexamp, Inc. and/or Infiniti Energy Services, LLC to the Township Committee as the designated Redeveloper for purposes of developing the Project. As intended, this process will result in Nexamp, Inc. and/or Infiniti Energy Services, LLC gaining site control of the Property for purposes of developing the Project.

We urge the Board to approve the application. Please feel free to contact me if you have any questions.

Very truly yours,

Mayor Robert Campbell

Cc: Nexamp, Inc. (via email only)

288 MAIN STREET, NEWPORT, NJ 08345 • 856-447-3100, Fax: 856-447-3533

Exhibit D: NJDEP Permit Readiness Checklist & Meeting Proof

515 Grove Street
Suite 1B
Haddon Heights, NJ 08035
T: 856-547-0505
F: 856-547-9174

www.pennoni.com

August 27, 2019

NEXMP19005 Sent via Email

NJ Department of Environmental Protection
Office of Permit Coordination and Environmental Review
P.O. Box 420, Mail Code 07J
501 E. State Street
Trenton, New Jersey 08625-0420
Atten: Ruth Foster/Megan Brunatti

RE: PERMIT READINESS CHECKLIST
DOWNE TOWNSHIP SOLAR FACILITY
BLOCK 27, LOT 3

Dear Ms. Foster & Ms. Brunatti:

On behalf of Nexamp ("the applicant"), Pennoni Associates, Inc., has prepared a Permit Readiness Checklist for the department's consideration. The proposed project consists of installation of ground mounted solar panels on Block 27, Lot 3 within Downe Township, Cumberland County. The proposed solar development will be constructed following the New Jersey Clean Energy Community Solar Program's guidelines. The site is currently utilized as a municipal landfill, owned by Downe Township. The applicant is required to submit this request to you as a condition for a related application to New Jersey's Clean Energy Program. We are requesting the confirmation of the NJDEP permit agencies required to construct this project.

The following documents have been enclosed for your review:

1. One (1) copy of the Permit Readiness Checklist;

2. One (1) copy of the Regulated Features Exhibit prepared by Pennoni Associates, Inc. one (1) sheet dated August 21, 2019;

3. One (1) copy of the project description narrative prepared by Pennoni Associates, Inc. dated August 27, 2019; (this letter)

4. One (1) letter sized copy of the USGS 7.5-minute quadrangle map with the proposed site outlined (enlargement provided);

5. One (1) copy of an aerial photograph indicating the existing conditions and location of provided photographs;

6. One (1) copy of street map indicating the location of the proposed project;

7. One (1) copy of our due diligence memorandum dated August 27, 2019.

We request acknowledgment of this submission by email. If you should have any questions or require additional information to support this request, please feel free to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

Andrew T. Banff, ~~PE~~, PP, CME, CFM
Senior Engineer

ATB

Enclosures

cc: Bradlaugh Higginbottom, Business Development Director, Nexamp
Dallas Manson, Business Development Director, Nexamp

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Updated 10/11/16

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF PERMIT COORDINATION AND ENVIRONMENTAL REVIEW

PERMIT READINESS CHECKLIST

FOR PCER OFFICE USE ONLY

DATE RECEIVED __ PRC ID NUMBER __

Completion of this form will assist the Department in determining what permits might be needed to authorize a project and to ensure that all appropriate programs attend a pre-application meeting. Please fill out the below form as completely as possible, noting any areas you are not sure of and including any information about the project and the site that might help the Department determine the permitting needs of the project.[1]

1. Please complete the following questions if applicable and return to the Department with a **1 to 2 page narrative description of project, its function, and its benefits; as well as a site plan, maps, aerial photos, GIS shape files, etc.**

A. GENERAL INFORMATION

1. Name of Proposed Project Downe Township Solar Facility

2. Consultant/Contact Information (if any) Andrew T. Banff, PE, Pennoni Associates (856) 656-2888

3. Name/Address of Prospective Applicant Nexamp
   Address/tel./fax 101 Summer Street, 2nd Floor, Boston, MA 02110/ (877) 707-0491
   Company Name
   Address/tel./fax __

4. Does the project have any existing NJDEP ID#s assigned? i.e., Case number, Program Interest (PI)#, Program ID#? No

B. PROPOSED PROJECT LOCATION

Street Address/munic. Ackley Rd. / Downe Township
County Cumberland Zip Code 08345
Block No. 27 Lot _No. 3

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[1] Please be advised that this form is not a permit application. To receive authorization, approval, or a permit to conduct regulated activities, a formal application must be filed, and a formal permit or authorization issued by the appropriate Bureau within the Department prior to the conduct of regulated activity. This form is used solely for the Department's preliminary review and discussion of this project to determine what permits or authorizations may be needed to conduct the proposed activity. Any guidance offered to the applicant during this process is not binding on the Department or the applicant and a final response can only be rendered through the actual issuance of permits, approvals, or authorizations.

X Coordinate in State Plane (project centroid) 315,994.01
Y Coordinate in State Plane (project centroid) 175,228.45

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: Solar New Construction Yes Brownfield Redevelop. No
   Alternative Energy Solar Other (Please describe) __

   a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: TBD
   b) Funding Source: Is any Federal Funding being used for this project? No
      State Funding over 1 million dollars? No
      Is funding secured at this time? No Is funding conditional? No If so, on what? N/A
   c) Is the project contingent on receiving the identified funding? No
      If yes, explain N/A
   d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). NJDEP LOI

2. For additional guidance on Department permits, please refer to the Permit Identification Form (PIF) which will be forwarded upon request. The PIF does not need to be filled out or submitted to the Department.

   a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? No contact made
   b) Are there any Department permits that will need to be modified as a result of this project. Please explain and identify the project reviewer of the permit to be modified. None

   c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
      1) Water Quality Management Plan consistency None
      2) Highlands Consistency None
      3) Wetland Delineation (LOI) None
      4) Tidelands Conveyance None
      5) Flood Hazard Jurisdiction or determinations None
      6) Water Allocation None
      7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome None
      8) Landfill Disruption Status unknown
      9) Landfill Closure Plan Status unknown
      10) Other None

3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Ruth.Foster@dep.nj.gov and Megan.Brunatti@dep.nj.gov and one (1) copy via mail[2] with the following items if available:

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[2] Submit to: New Jersey Department of Environmental Protection
Office of Permit Coordination and Environmental Review
P.O. Box 420, Mail Code 07J
Trenton, New Jersey 08625
Street Location: 401 East State Street, 7th Floor East Wing

(a) The completed Permit Readiness Checklist;
(b) A description of the proposed project;
(c) Any overarching regulatory or policy call(s) or guidance that the Department must make or make known prior to the receipt of the application to determine the project's feasibility, regulatory, or review process.
(d) USGS map(s) with the site of the proposed project site boundaries clearly delineated (including the title of the USGS quadrangle sheet from which it was taken)[3];
(e) Aerial photos/GIS information regarding the site;
(f) A site map including any known environmental features (wetlands, streams, buffers, etc[4]);
(g) Site plans to the extent available;
(h) Street map indicating the location of the proposed project;
(i) Any other information that you think may be helpful to the Department in reviewing this project.
(j) List of any local or regional governments or entities, their historical involvement in this project or site, identification of conflicts with DEP rules; with contact names and information whose attendance/input would be helpful in facilitating this project, ie Soil Conservation Districts, health departments, local zoning officials, etc.

D. The following are questions by Program to guide the Department in its determination of what permits may be needed to authorize this project. If the questions do not apply to the proposed project, please indicate N/A. Please include any other information you think may be helpful for the Department to determine which permits are needed.

WATER AND WASTEWATER INFORMATION

DEP Safe Drinking Water Program (609) 292-5550
http://www.nj.gov/dep/watersupply/

Is the project located within an existing water purveyor service area? If yes, which one? No

Will the project affect any land or water controlled by a Water Supply Authority or water purveyor in New Jersey? If so, please identify and explain. No

Does the purveyor have adequate firm capacity and allocation to support project demand? N/A

Do water pipes currently extend to the project location? No

If not, is it located within a franchise area? No

Does the project have an approved Safe Drinking Water main extension permit? No

[3] USGS maps may be purchased from NJDEP, Maps and Publications, P.O. Box 420, Trenton 08625-0420; (609) 777-1038

[4] NJGIS information

Will the project affect any land or water controlled by a Water Supply Authority or water purveyor in New Jersey? If so, please identify and explain. No

DEP Water Allocation Program (609) 292-2957
http://www.nj.gov/dep/watersupply

Is the project seeking a new ground water allocation or modification? If yes, does the project have all necessary well location and safe drinking water permits? No

Is the project located within an area of critical water supply concern? No

Will this project have the capability to divert more than 100,000 gallons per day from a single source or a combination of surface or groundwater sources? No

Will this project draw more than 100,000 gallons per day of ground or surface water for construction or operation? No

WATER POLLUTION MANAGEMENT ELEMENT

DIVISION OF WATER QUALITY

Non-Point Pollution Control (609) 292-0407
http://www.nj.gov/dep/dwq/bnpc_home.htm

The **Bureau of Non-Point Pollution Control** (BNPC) is responsible for protecting and preserving the state's groundwater resources through the issuance of NJPDES Discharge to Groundwater Permits and is responsible for permitting industrial facilities and municipalities under NJPDES for discharges of stormwater to waters of the State.

Groundwater Section (609) 292-0407

This Program does not issue NJPDES-DGW permits for remediation operations.

The following definitions should be used to assist in identifying discharge activities:
Subsurface disposal system is any contrivance that introduces wastewater directly to the subsurface environment, such as, but not limited to: septic systems, recharge beds, trench systems, seepage pits, and dry wells.
Injection/recharge wells are constructed such that they are deeper than they are wide, receive effluent via gravity flow or pumping and include dry wells and seepage pits.
Overland flow is the introduction of wastewater to the ground surface, over which the wastewater travels and eventually percolates or evaporates.
Industrial wastewater is any wastewater or discharge which is not sanitary or domestic in nature, including non-contact or contact cooling water, process wastewater, discharges from floor drains, air conditioner condensate, etc.

1. Will the project/facility have a sanitary wastewater design flow which discharges to groundwater in excess of 2,000 gallons per day? No
2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? No
3. Will the project/facility involve the discharge to groundwater by any of the following activities or structures, or include as part of

the design any of these activities or structures? No

Please indicate which:
Upland CDF (Dredge Spoils) Spray Irrigation N/A
Overland Flow Subsurface Disposal System (UIC) N/A
Landfill Infiltration/Percolation Lagoon N/A
Surface Impoundment N/A

Please specify the source of wastewater for every structure identified above (e.g., sanitary wastewater to a subsurface disposal system or non-contact cooling water to a dry well): N/A

Please specify lining materials for each lined structure identified as being used by the proposed project and give its permeability in cm/sec (e.g., 8-inch thick concrete lined evaporation pond at 10-7 cm/sec): N/A

Does your project/facility include an individual subsurface sewage disposal system design for a facility with a design flow less than 2,000 gallons per day which does not strictly conform to the State's standards? N/A

Does your project involve 50 or more realty improvements? No

DEP Pretreatment and Residuals program (609) 633-3823

Will the project involve the discharge of industrial/commercial wastewater to a publicly owned treatment works (POTW)? No
If yes, name of POTW: N/A
Volume of wastewater (gpd): N/A

Will/does this project involve the generation, processing, storage, transfer and/or distribution of industrial or domestic residuals (including sewage sludge, potable water treatment residuals and food processing by-products) generated as a result of wastewater treatment. If so, please explain.

Stormwater Program (609) 633-7021
http://www.njstormwater.org/
http://www.state.nj.us/dep/dwq/ispp_home.html

Will your site activity disturb more than one acre? Yes

Will any industrial activity be conducted at the site where material is exposed to the rain or other elements? No

Does your facility have an existing NJPDES permit for discharge of stormwater to surface groundwater? No

Is your facility assigned one of the following Standard Industrial Classification (SIC) Codes? 9999
(To determine your SIC Code see the box "Industry Code" on your New Jersey Department of Labor Quarterly Contribution Report.

Surface Water Permitting (609) 292-4860
http://www.nj.gov/dep/dwq/swp.htm

Will this wastewater facility discharge to Surface Water? _____Yes/No X

If yes, state the name of the proposed receiving stream N/A

Describe the proposed discharge of wastewater to Surface Water N/A

If no, how is the wastewater proposed to be discharged (e.g., to be conveyed to another STP, Publicly Owned Treatment Works, etc. N/A

MUNICIPAL FINANCE AND CONSTRUCTION ELEMENT

Treatment Works Approvals (609) 984-4429
http://www.nj.gov/dep/dwq/twa.htm

Will this project include the construction, expansion or upgrade of a domestic or industrial wastewater treatment facility or an off-site subsurface disposal system that generates more then 2,000 gallons per day? No If yes, explain _____

Will the project result in a construction design of more than 8000 gallons of water discharge per day? No

Office of Water Resources Management Coordination (609)777-4359
http://www.state.nj.us/dep/wrm

Sewer Service

Is the project in an approved sewer service area for the type of wastewater service needed?
If yes, what is the name of the sewer service area? N/A

Has this project received endorsement from the appropriate sewer authority with adequate conveyance and capacity? No

Do wastewater pipes currently extend to the project location? No

Is the project consistent with and in an area covered by an up to date Wastewater Management Plan? Yes

Will an amendment to the existing WQMP be required to accommodate this project? No

If tying into an offsite treatment plant, is the capacity and conveyance system currently available? N/A

What is the volume of wastewater that will be generated by the project? 0 GPD

DEP Land Use Regulation (609) 777-0454
http://www.nj.gov/dep/landuse

Does the project involve development at or near, or impacts to the following; describe the type and extent of development in regards to location and impacts to regulated features:

Water courses (streams) None Present on or adjoining site.

State Open Waters? Undetermined. Site adjoins existing resource extraction pit.

Freshwater Wetlands and/or freshwater wetland transition areas? Potentially located offsite- LOI to confirm

Flood Hazard areas and/or riparian buffers No

Waterfront development areas No

Tidally Flowed Areas No

Bureau of Tidelands Management: http://www.nj.gov/dep/landuse/tl_main.html

The CAFRA Planning Area? http://www.state.nj.us/dep/gis/cafralayers.htm

DEP NATURAL AND HISTORIC RESOURCES

Green Acres Program (609) 984-0631
http://www.nj.gov/dep/greenacres

Does the project require a diversion of State property or parkland, lease of same, lifting of a Green Acres of Land Use deed restriction, or work within an existing easement? No Will any activity occur on State owned lands? No If so please describe. N/A

Does the project require a diversion of property funded with federal Land and Water Conservation Funding? No If so, please describe N/A.

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? If so, please describe. No Has the Watershed Property Review Board made a jurisdictional determination? N/A

Division of Parks and Forestry: State Park Service 609-292-2772

Is the temporary use of State lands administered by the New Jersey State Park Service required for pre-construction, construction and/or post construction activities? If so, please describe. No

Division of Parks and Forestry: State Forestry Services (609) 292-2530
http://www.nj.gov/dep/parksandforests/forest

Forest clearing activities/No Net Loss Reforestation Act
Will construction of the project result in the clearing of ½ acres or more of forested lands owned or maintained by a State entity**?** No
If so, how many acres? -0-

Division of Parks and Forestry: Office of Natural Lands Management (609) 984-1339
http://www.nj.gov/dep/parksandforests/natural/index.html

Is the project within a State designated natural area as classified in the Natural Areas System Rules at N.J.A.C. 7:5A? No
If so, please describe. N/A

State Historic Preservation Office – SHPO (609) 292-0061
http://www.state.nj.us/dep/hpo/index.htm

Is the site a Historic Site or district on or eligible for the State or National registry? No
Will there be impacts to buildings over 50 years old? No
Are there known or mapped archeological resources on the site? No

Dam Safety Program (609) 984-0859
http://www.nj.gov/dep/damsafety

Will the project involve construction, repair, or removal of a dam? No
If so, please describe N/A

Fish and Wildlife (609) 292-2965
http://www.nj.gov/dep/fgw

Will there be any shut off or drawdown of a pond or a stream? No

Threatened and Endangered Species Program

Are there records of any Threatened and Endangered species, plant, or animal in this project area? Yes

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? No

SITE REMEDIATION PROGRAM (609) 292-1250
http://www.nj.gov/dep/srp/

Office of Brownfield Reuse (609) 292-1251

Is the project located on or adjacent to a known or suspected contaminated site? Yes
http://www.nj.gov/dep/srp/kcsnj/

Is the project within a designated Brownfield Development Area? No
http://www.nj.gov/dep/srp/brownfields/bda/index.html

Has a No Further Action, Response Action Outcome, or Remedial Action Permit been issued for the entire project area? No

If not, what is the current status of remediation activities? No Please include remedial phase, media affected and contaminant(s) of concern.

Name of current SRP Case Manager or Licensed Site Remediation Professional and Preferred Identification (PI) Number N/A

Is the applicant a responsible party for contamination at the property? No

Is the project located on a landfill that will be redeveloped for human occupancy? No If yes, is there an approved Landfill Closure Plan? N/A

Dredging and Sediment Technology (609) 292-1250

Does the project involve dredging or disposing of dredge materials? No

SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM (609) 633-1418
http://www.nj.gov/dep/dshw/

Does the project receive, utilize, or transport solid or hazardous wastes? No

Will the project involve the disposing of hazardous Substances per 40 CFR part 261 and NJAC 7:26? No

Will the project include operation of a solid waste facility according to N.J.A.C. 7:26-1-et seq.? No

Is the project a solid waste facility or recycling center? Landfill closed.

Is the project included in the appropriate county Solid Waste Management Plan? No Explain _____

AIR QUALITY PERMITTING PROGRAM
http://www.nj.gov/dep/aqpp

Will activity at the site release substances into the air? No

Does the project require Air Preconstruction permits per N.J.A.C. 7.27-8.2©1? No

Will your project require Air Operating permits (N.J.A.C. 7:27--22.1)? No

Will the project result in a significant increase in emissions of any air contaminant for which the area is nonattainment with the national ambient air quality standards (all of NJ for VOC and NOx; 13 counties for fine particulates), thereby triggering the Emission Offset Rule at NJAC7:27-18? No

Will the project emit group 1 or 2 TXS toxic substances listed in NJAC 7:27-17? No

Will the project emit hazardous air pollutants above reporting thresholds in NJAC7:27 8, Appendix 1?
No
Will the project result in stationary diesel engines (such as generators or pumps) or mobile diesel engines (such as bulldozers and forklifts) operating on the site? If so, which?
No

RADIATION PROTECTION AND RELEASE PREVENTION (609) 984-5636
www.state.nj.us./dep/rpp

Will the operation receive, store or dispose of radioactive materials? No

Will the operation employ any type of x-ray equipment? No

DISCHARGE PREVENTION PROGRAM (DPCC) (609) 633-0610
www.nj.gov/dep/rpp

Is this a facility as defined in N.J.A.C. 7:1E in which more than 20,000 gallons of Hazardous substances other then petroleum or greater than 200,000 gallons of petroleum are stored? No

TOXIC CATASTROPHE PREVENTION ACT (TCPA) (609) 633-0610

HTTP://WWW.STATE.NJ.US/DEP/RPP/BRP/TCPA/INDEX.HTM

Is this a facility that handles or stores greater than a threshold amount of extraordinarily hazardous substances as defined in N.J.A.C. 7:31? No

Bureau of Energy and Sustainability (609)633-0538
http://www.nj.gov/dep/aqes/energy.html
http://www.nj.gov/dep/aqes/sustainability.html

GREEN DESIGN (609) 777-4211

Have you incorporated green design features into this project? Examples of green design features may include: renewable energy, water conservation and use of low impact design for stormwater.

Yes: Solar No_____

Will this project be certified by any of the following green building rating systems? No

New Jersey Green Building Manual? No
http://greenmanual.rutgers.edu/

US Green Building Council's LEED (Leadership in Energy and Environmental Design)? No
http://www.usgbc.org/

ASHRAE Standard 189.1? No
http://www.ashare.org/publications/page/927

National Green Building Standard ICC 700-2008? No
http://www.nahbgreen.org

USEPA's ENERGY STAR? No
http://www.energystar.gov/index.cfm?c=business.bus_index

INNOVATIVE TECHNOLOGY (609) 292-0125

Is an environmental and energy innovative technology included in this project? ☐ Y X N

Is this technology used for manufacturing alternative fuels? ☐ Y X N
- If yes, what is the non-fossil feedstock(s) used for manufacturing the fuels?
☐ Biomass ☐ Municipal Solid Waste ☐ Other Non-Fossil Feedstocks

-What will be the primary use of the manufactured alternative fuels?
☐ CHP System ☐ Micro Turbine ☐ Fuel Cells

For other innovative technology type, what is the proposed application?
X Energy ☐ Site Remediation ☐ Drinking Water ☐ Wastewater

For other innovative energy systems, what is the source of energy?
X Solar ☐ Wind ☐ Tidal/Wave ☐ Hydroelectric ☐ Geothermal

Is there independent third-party performance data for the technology? X Y ☐ N

Has the technology been verified by an independent third-party entity? X Y ☐ N

Is this technology in use at any other location at this time? X Y ☐ N
- If yes, please provide location _____

DEP COMPLIANCE AND ENFORCEMENT

Does the applicant have outstanding DEP enforcement violations, and if so, what is the status? No

If yes, please identify the case, case manager, program, and phone number. N/A

Does the proposed project facilitate compliance where there is a current violation or ACO? No

COMMUNITY ENGAGEMENT (609)292-2908

The Department is committed to the principles of meaningful and early community engagement in the project's approval process. The Department has representatives available who could discuss community engagement issues with you, and we encourage this communication to take place at the earliest possible time.

(a) What community groups and stakeholders have you identified that may be interested in or impacted by this project? None

(b) How have you or will you engage community and stakeholders in this project? Please supply individuals or stakeholder groups contacted or who have been identified for community engagement. None

(c) What are the potential impacts of this project on the community? None

(d) How do you intend to mitigate these potential impacts? Issuance of local, county and state permits

(e) What are the community concerns or potential concerns about this project? None

(f) How do you intend to address these concerns? Public approval process

(g) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe. No

Please provide the Department with an additional 1 to 2 page narrative description of the project, focusing on its function and its local/regional environmental, social, and economic benefits and impacts. Also, what sensitive receptors are present and how might they be affected by this project?

See cover letter

GENERAL

Is the project subject to:

Highlands Regional Master Plan – Planning or Preservation Area? No
http://www.nj.gov/dep/highlands/highlands_map.pdf

Pinelands Comprehensive Management Plan? No
http://www.state.nj.us/pinelands/cmp/

D&R Canal Commission Standards No
http://www.dandrcanal.com/drcc/maps.html

Delaware River Basin Commission No
(609) 883-9500
http://www.state.nj.us/drbc/

US Army Corp of Engineers review? No

NOT FOR CONSTRUCTION

Pennoni

PENNONI ASSOCIATES INC.
515 Grove Street, Suite 1B
Haddon Heights, NJ 08035
T 856.547.0505 F 856.547.9174
NJ COA NO. GA28033300

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

ANDREW T. BANFF
PROFESSIONAL ENGINEER
NEW JERSEY LICENSE NO. GE 45121

DOWNE TOWNSHIP SOLAR
ACKLEY ROAD, BLOCK 27, LOT 3
DOWNE TOWNSHIP, CUMBERLAND COUNTY

REGULATED FEATURES EXHIBIT

NEXAMP, INC
101 SUMMER STREET, 2ND FLOOR
BOSTON, MASSACHUSETTS 02110

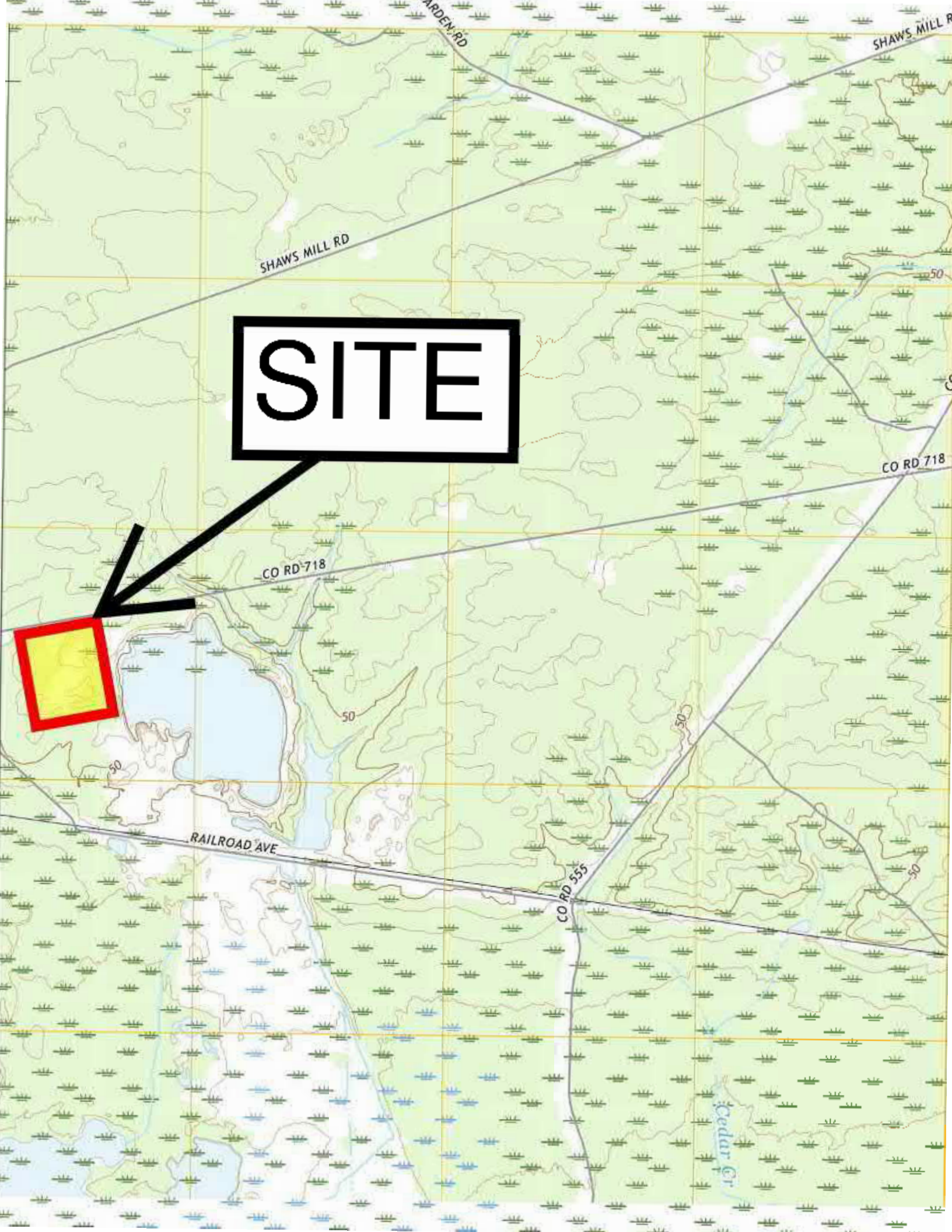
DATE	NO.	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	NEXMP1900X
DATE	2019-08-27
DRAWING SCALE	1"= 150'
DRAWN BY	MAC
APPROVED BY	ATB

EX-1

SHEET 1 OF 1


SITE
SHAWS MILL RD
CO RD 718
CO RD 718
RAILROAD AVE
CO RD 555
50
50
50
50

SITE

Cedar Branch
Factory Rd
Factory Rd
Shaws Mill Rd
Shaws Mill Rd
Mile Branch
Shaws Mill Rd
Shaws Mill Rd
Shaws Mill Rd
SITE
Ackley Rd
Ackley Rd
Ackley Rd
Ackley Rd
Mill Creek
Mill Creek
Mill Creek
Hanson Aggregates
Railroad Ave
Railroad Ave

DEP Meeting Proof

From: Foster, Ruth <Ruth.Foster@dep.nj.gov>
Sent: Friday, September 6, 2019 12:22 PM
To: Andrew Banff <ABanff@Pennoni.com>; Brunatti, Megan <Megan.Brunatti@dep.nj.gov>; Nolan, Katherine <Katherine.Nolan@dep.nj.gov>; Hill, Erin <Erin.Hill@dep.nj.gov>; Corleto, Joseph <Joseph.Corleto@dep.nj.gov>; Baratta, Meghan <Meghan.Baratta@dep.nj.gov>; Foster, Ruth <Ruth.Foster@dep.nj.gov>
Cc: Dallas Manson <dmanson@nexamp.com>; Brandon Morales <BMorales@Pennoni.com>; Bradlaugh Higginbottom <bhigginbottom@nexamp.com>; Andrew Howe <AHowe@Pennoni.com>
Subject: 090619 NJDEP preliminary comments Ackley Road landfill Downe Township Solar Facility Permit Readiness Checklist

TO: Mr. Brandon Morales

RE: Downe Twp Ackley Road Community Solar Project
Ackley Road, Block 27, Lot 3
Downe Township, Cumberland County

The Office of Permit Coordination and Environmental Review (PCER) distributed the project information to various programs within the Department for the proposed 4.5 MW Community Solar project located at the above address. Below are preliminary comments of possible permits and action items this project may require (but not limited to) based on the information that was submitted on August 2, 2019: *** this is neither a comprehensive nor a technical summary ***

Land Use : Christopher Jones: Christopher.Jones@dep.nj.gov or (609) 984-6216

The Division of Land Use Regulation provides the following comments, based upon information provided in the readiness checklist.

The Division of Land Use Regulation recommends the proposed solar developer obtain a Letter of Interpretation to confirm there are no activities in freshwater wetlands. Any activities in wetlands and/or transition areas will require approvals pursuant to the Freshwater Wetlands Protection Act. The applicant also intends to complete a Flood Hazard area jurisdictional determination.

Christopher Jones, Manager
Bureau of Urban Growth & Redevelopment
(609) 984-6216

Fish and Wildlife: Joseph.Corleto@dep.nj.us. at (609) 292-9451

The Division of Fish and Wildlife is currently reviewing the PRC. The applicant has indicated the presence of threatened and endangered species at the site. As preliminary comments, the DFW relies on the NJDEP Office of Natural Lands Management, Natural Heritage Program (NHP) for location and protective comment on floral threatened and endangered species. This review is specifically for faunal threatened and endangered species. The applicant will need to consult with the NHP for a complete listing of the threatened and endangered species within the project vicinity. Please contact the Division of Fish and Wildlife for additional consultation regarding the above and any additional guidance at (609) 292-9451 or at **Joseph.Corleto@dep.nj.us.**

Based on the potential of migratory and ground nesting birds and habitats in the immediate vicinity of this project, the DFW would recommend any ground clearing or site preparation be done outside the nesting season (4/1 to 8/31) to avoid impact to nesting birds. Tree clearing is also subject to timing restrictions. Additionally, the contractor

should instruct all employees and sub contractors to avoid any animals and, if possible, move any turtles to the closest suitable habitat outside the work zone and **release unharmed.**

The County Soil Conservation District BMP's for prevention of sediment movement should be used at all times and maintained for function.

State Historic Preservation Office: Meghan Baratta at Meghan.Baratta@dep.nj.gov and (609) 292-12253

- Based on information presented , the applicant indicates that there does not appear to be any impacts to historic or archaeological features. However, please contact SHPO for additional regulatory guidance and to confirm if any additional surveys are required prior to construction or if the proposed project is subject to formal regulatory review.

Solid Waste: Ram Shah

I reviewed the proposed project. They listed in their checklist the status of Landfill Closure Plan and Landfill Disruption as being unknown. Please note that the Department has not received any disruption and/or closure applications from the applicant.

This landfill has not been properly closed yet. The Department asked Downe Township to submit an updated closure and post-closure plan for this facility in the past; however, we have not received it to date. Additionally, the Township has not submitted groundwater monitoring results for many years.

The Township can submit a closure plan that includes closure of the entire landfill and subsequent installation of solar project.

Ram Shah, Environmental Engineer 3
Division of Solid & Hazardous Waste
Bureau of Solid Waste Permitting
P: (609) 984-4610
Ram.shah@dep.nj.gov

Bureau of Energy and Sustainability (Solar): Erin Hill: Erin.Hill@dep.nj.gov or (609) 633-1120

- The Community Solar Energy Pilot Program Application window opened April 9, 2019 and closes September 9, 2019 https://www.bpu.state.nj.us/bpu/pdf/boardorders/2019/20190329/8E%20-%20Community%20Solar%20Energy%20Pilot%20Program%20Application%20Form.pdf
- The proposed array is located on Urban Lands & Managed Wetland in Maintained Lawn Greenspace which are identified as “indeterminate” per the Solar Siting Analysis.
- Visit the BES solar siting webpage & NJ Community Solar Siting Tool https://www.state.nj.us/dep/aqes/solar-siting.html

Stormwater: Eleanor Krukowski (Eleanor.Krukowski@dep.nj.gov)

- Construction projects that disturb 1 acre or more of land, or less than 1 acre but are part of a larger common plan of development that is greater than 1 acre, are required to obtain coverage under the Stormwater construction general permit (5G3). Applicants must first obtain certification of their soil erosion and sediment control plan (251 plan) form their local soil conservation district office. Upon certification, the district office will provide the applicant with two codes process (SCD certification code and 251 identification code) for use in the DEPonline portal system application. Applicants must then become a registered user for the DEPonline system and complete the application for the Stormwater Construction General Authorization. Upon completion of the application the applicant will receive a temporary

authorization which can be used to start construction immediately, if necessary. Within 3-5 business days the permittee contact identified in the application will receive an email including the application summary and final authorization.

Thank you again for this opportunity to comment on the project. Should circumstances or conditions be or become other than as set forth in the information that was recently provided to the NJDEP, the comments and regulatory requirements provided above are subject to change and may no longer hold true. Statements made within this email are not indicative that the NJDEP has made any decisions on whether the proposed project will be permitted.

Please review the comments that were provided. If you would like to work with the programs directly, we just ask that you keep Permit Coordination copied on any correspondence so we may update our records. This email shall serve to satisfy the Community Solar application requirement that the Applicant has met with PCER.

If you have any additional questions, please do not hesitate to call me.

Ruth W. Foster, PhD., P.G., Director
New Jersey Department of Environmental Protection
Office of Permit Coordination and Environmental Review
Mail Code 401-07J
401 East State Street – PO Box 420
Trenton, NJ 08625
Office # 609-292-3600
Fax # 609-292-1921
Ruth.Foster@dep.nj.gov

Exhibit E: Hosting Capacity Map

Project Location
Point of Interconnection
Ackley Rd
718
Shawls Mill Rd
Railroad Ave
Winchester and Western
Paynters
91 ft
80 ft
70 ft
60 ft

Exhibit F: Permits and Civil Overview

515 Grove Street
Suite 1B
Haddon Heights, NJ 08035
T: 856-547-0505
F: 856-547-9174

www.pennoni.com

August 22, 2019
NEXMP19005

Nexamp
Attn: Mr. Bradlaugh Higginbottom and Ms. Dallas Manson
101 Summer Street, 2nd Floor
Boston, MA 02110

RE: DUE DILIGENCE ANALYSIS MEMORANDUM
DOWNE TOWNSHIP SOLAR FACILITY
BLOCK 27, LOT 3

Dear Mr. Higginbottom and Ms. Manson:

The following preliminary site evaluation has been prepared to help determine the feasibility of a 4.5 MW +/- ground mounted solar project located atop the former municipal landfill on Ackley Road in Downe Township. The following includes a review of the local zoning requirements, an evaluation of potential design constraints, a summary of required permits, and a review of Nexamp's conceptual design. Our subsequent analysis concludes that there is a feasible permitting path available for the proposed solar development.

A. Zoning by-law review

- The proposed site, Block 27, Lot 3, is positioned in the Extractive Industries (M-1) zone. Downe Township's Zoning Ordinance does not identify a solar by-law or include solar as a permitted use within the M-1 district. Pursuant to 40:55D-66.16 of the Municipal Land Use Law (MLUL), a solar facility is a permitted use on any closed landfill. The MLUL also indicates that solar facilities are permitted within any industrial zone which contains a minimum of 20 acres. The site exceeds 20 acres and is within an industrial zone.

- The existing zoning ordinance indicates a minimum lot size of 25 acres. The existing lot is undersized at 21 acres. This is an existing variance that is unique to this existing lot. The municipality is obliged to grant the continuance of the variance.

- The proposed location of the solar panels will be located within the front, side and rear yard setbacks. Planning testimony will be provided to support the granting of the setback variances. Zoning setback criteria is based upon mining uses. This site is surrounded by mining uses whereas these setbacks exists on the adjoining properties.

B. Summarize Design constraints, both legal and physical

- Because the proposed solar use is not an explicitly permitted use in the M-1 district, a use variance may need to be obtained from the municipality. Pursuant to the MLUL, the municipality is obligated to grant the variance pursuant to 40:55D-66.11 and 40:55D-66.16.

- Freshwater wetlands have been identified around the project site and approximate locations were plotted on the provided Regulated Features Exhibit. These wetlands should not affect the current design, but further investigation is needed to determine the exact extent of the wetlands.

- The site is located within the Oranoaken Creek sub-watershed which contains Category 1 waters downstream of the site. A 300-foot riparian zone will apply to any regulated water found on or adjacent to the site. No waters are known to exist within the area of the site.

C. Permitting Summary and approximate timeline for each permit required

- The following is a list of permits that may be applicable to the proposed improvements. Depending on the final layout, certain permits may be added or eliminated.

Permit Name and Description	Permitting Agency/Entity	Requirement	Timeframe From Submission Date
Planning Board Application	Downe Township Planning Board	Required	4 Months
NJDEP Freshwater Wetlands (LOI)	NJDEP	Required	4 Months
NJDEP Environmental Review	NJDEP	Not Required[1]	N/A
NJDEP Flood Hazard Area Verification	NJDEP	Required	4 Months
NJDEP Freshwater Wetlands General Permit	NJDEP	Not Required[1]	5 Months
NJDEP Flood Hazard Permit	NJDEP	Not Required[1]	5 Months
NJDEP Wetland Transition Area Waiver	NJDEP	Not Required[1]	5 Months
NJDEP Stormwater Discharge Permit	NJDEP	Not Required[1]	4 Months
Treatment Works Approval	NJDEP	Not Required	N/A
Brownfields Development Permit	NJDEP	Not Required	N/A
Safe Drinking Water Approval	NJDEP	Not Required	N/A
Army Corps of Engineers Compliance	Army Corps of Engineers	Not Required	N/A

Permit Name and Description	Permitting Agency/Entity	Requirement	Timeframe From Submission Date
Soil Erosion and Sediment Control	Cumberland Salem Conservation District	Required	2 Months
NJ EPA Compliance	NJ EPA	Not Required	N/A
USDA NRCS	USDA	Not Required	N/A
NJ Pollutant Discharge Elimination System Application, SWPP narrative, plans and ENOI Submission (RFA Permit)	Cumberland Salem Conservation District	Required	1 Month
Local/County/State Road Construction Permit	Cumberland County	Required For Utility Work	3 Months
Road Opening Permit	Cumberland County	Required[3]	1 Month
Access Permit	NJDOT	Not Required	N/A
Utility Opening Permit	Cumberland County	Required For Utility Work[3]	1 Month
USFWS Permit	USFWS	Not Required	N/A
CAFRA Individual Permit	NJ DEP	Not Required	N/A
Pinelands Permit	NJ Pinelands Commission	Not Required	N/A
Delaware Raritan Canal	DRCC	Not Required	N/A
Historic Preservation Review	SHPO	Required[2]	3 Months
Highlands Permit	Highlands Council	Not Required	N/A

[1)] Subject to actual location of wetlands and Flood Hazard areas
[2)] Subject to site investigation of historical resources and requirements of Pinelands
[3)] Ackley Road may be subject to County Jurisdiction

D. Conceptual Design Review

- The current design identifies 50-foot property setbacks. These yard setbacks need to be confirmed with the municipality's zoning office.

- Regulated features appear to be located off-site. The current design concept should not be affected by encroachment of regulatory buffers.

E. Environmental Services

- As shown on the Regulated Features Exhibit (enclosed), we anticipate a 300-foot riparian buffer from a regulated waters. Regulated waters do not appear to adjoin the site.

- The flood hazard area appears to be located off-site, therefore; no further analysis will be required.

- The solar facility can be installed on-site as part of the landfill closure plan.

- The site is located along a county highway (718). Right-of-Way dedication may be required by Cumberland County. Road improvements are not anticipated except in the construction of an access driveway. Since the existing roadway is a rural gravel road, we do not anticipate paved improvements.

After preliminary site investigation we have concluded that the site is suitable for the development. Zoning criteria and the presence of environmental features will establish the final footprint of the proposed solar panels. There is a feasible permitting path available for the proposed solar development. The panels as preliminarily shown will likely be approved including the use variance due to the Municipal Land Use Law. Setback variances for the location of the panels will likely be approved as there is adequate planning justification to demonstrate that the there is no detriment to the public good and that granting the variances will not substantial impair the intent of the zone.

If you have any comments and/or require additional information to assist you, please do not hesitate to contact this office.

Sincerely,

PENNONI ASSOCIATES INC.

Andrew T. Banff, PE, PP, CME, CFM
NJPE License No. 45121
Senior Engineer

Enclosures

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APPENDIX A: DOWNE TOWNSHIP AREA AND BULK REQUIREMENTS

SECTION 607 (M-1) and (M-2) EXTRACTIVE INDUSTRY ZONES

These Zones are established to allow for the extraction of sand and gravel from suitable locations in Downe Township, in conjunction with the Extractive Industries Ordinance, 90-7 as amended, and other applicable regulations of the Township. (See Section 1009.)

A. Minimum Lot Size	25 Acres
B. Minimum Lot Frontage	400 Feet
C. Minimum Lot Depth	600 Feet
D. Maximum Extractive Area	60%
E. Maximum Lot Coverage	70%
F. Minimum Side Yard Setback	100 Feet
G. Minimum Front Yard Setback	100 Feet
H. Minimum Rear Yard Setback	100 Feet
I. Maximum Height	35 Feet
J. Accessory Use Setback	100 Feet

Exhibit G: Letter of Support

Exhibit H: Project Costs

Net Installed Cost Breakdown

Line Item Category	Cost
Major Equipment	$3,067,277
Wiring & Labor	$1,758,032
Installation & Labor	$1,000,345
Fence	$78,500
Engineering	$154,727
Monitoring	$52,000

Exhibit I: Community Solar Outreach and Example Contract

- An overview of Nexamp's community solar program in New Jersey.
- A sample marketing document from the Maryland Community Solar Pilot Program, where Nexamp completed the state's first LMI project.
- An example of an information session hosted by Nexamp on community solar.
- An example contract from Nexamp's current New York Community Solar program that will be modified and adjusted for the New Jersey Community Solar Pilot Program.

community solar with

nexamp

Go Solar. Save Money.
No Rooftop Panels Required.

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

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

THE BENEFITS:

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

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

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

FREQUENTLY ASKED QUESTIONS

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

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

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

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

Is there a penalty for canceling my subscription?
No. There are no penalties or termination fees. Should you choose to leave the program, it may take up to 90 days for the cancellation to go into effect.

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

Does this mean I no longer receive power from my local utility?
No. Your power will still be delivered to your home by the same utility – Nexamp will just feed energy into the utility grid. If there's ever a problem or outage, you'll get the exact same service from the exact same people.

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

community solar with

nexamp

ACCREDITED BUSINESS BBB

Go Solar. Save Money.
No Rooftop Panels Required.

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

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

The Benefits:

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

Household Income Levels for Qualification:

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

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

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

community solar with nexamp

Go Solar. Save Money.
No Rooftop Panels Required.

Learn About the Benefits of Community Solar

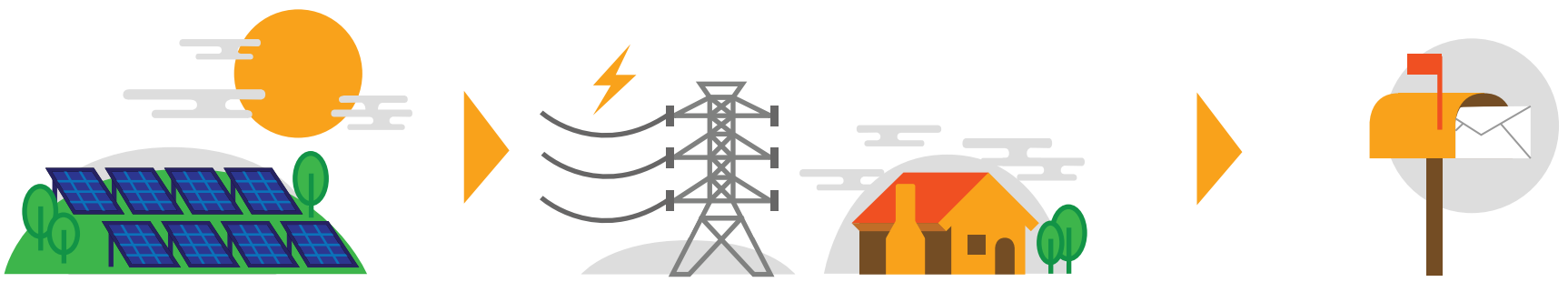
Please bring a recent electricity bill so you can enroll at the meeting!

Attend an upcoming Nexamp information session

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

[redacted]

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



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

[redacted] **First 100 Town of [redacted] residents to subscribe will receive a 15% discount on their credits.**

Learn more at [redacted] solar.info or call 800-945-5124

[redacted]

Dear <Name>,

We're excited to let you know that residents of the Town of [redacted] are eligible to subscribe to two solar farms that are managed by Nexamp and going live in 2019. **We will be hosting information sessions on January 24th and January 26th for you to learn more about how you can tap into these solar farms and reduce your electric bill.**

The solar farms, located off [redacted], will add nearly 14 megawatts of renewable energy to Central Hudson's electricity grid in 2019

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

As part of the agreement between the town and Nexamp, residents have first access to shares of Nexamp's solar farms in the Town of Rochester. Additionally, **the first 100 [redacted] residents to become subscribers will be eligible for a 15% discount on their credits.** After the first 100 slots have been filled, residents will be eligible for Nexamp's standard 10% discount on their credits.

With Nexamp, there's no upfront cost or long-term commitment – you can cancel your share at any time.

To learn more or sign up, please visit [redacted] or call Nexamp at 800-945-5124.

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

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

[redacted]

We look forward to seeing you there.

Zaid Ashai
President & CEO, Nexamp

[redacted]

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

nexamp

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

Signature of Authorized Company Official or Representative: Date:

Signature of Customer: Date:

Community Solar Subscription Agreement

Agreement Effective Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit J: Additional Documents

Section VII. Community Solar Facility Siting

21. Nexamp will design this facility to meet or exceed all local, county, state and federal requirements, as applicable. In addition, Nexamp plans to incorporate the following site enhancements: 1) planting native, pollinator-friendly seed mixes; 2) planting a variety of native plant species for any vegetative screening, as may be required; 3) introducing sheep grazing wherever feasible and safe to provide vegetation management without the need for gas-powered equipment; 4) ensuring that all topsoils remain on site, which will be left undisturbed to accumulate nutrients and sequester carbon for the life of the project. Stormwater management will meet or exceed all applicable requirements, please see below for further information. Nexamp is an early leader in solar grazing and is looking to expand the program across its portfolio of solar farms. Please find below an overview of Nexamp's efforts to incorporate sheep grazing on recent projects and our relationship with American Solar Grazing Association (ASGA) and its Co-Founder and acting Executive Director, Lexie Hain.

Section X. Community Engagement

1. Nexamp is partnering with Downe Township to redevelop their previously closed landfill. The Township felt that Nexamp was the best equipped to develop this project due to our stellar reputation for developing and maintaining projects. Nexamp plans to work with local schools for tours of the solar facility and educational programs and has identified local veterans groups and non-profits to help find potential LMI subscribers. Going forward, Nexamp plans on working closely with all relevant municipal officials to finalize the development of the project and obtain all necessary approvals.
2. Nexamp will be developing the project in collaboration with interested community organizations. We have a successful history of working with groups such as the Girl Scouts, Boy Scouts, United Way, YMCA, local food banks, as well as public and private schools to develop projects that support their mission, provide educational opportunities and deliver benefits to their members. Should this project be selected into the New Jersey Community Solar Pilot Program, Nexamp plans to engage various community organizations such as IBEW and local churches to collaborate throughout the development, construction and ongoing operations phases of the project. We will partner with IBEW Locals, the main electrical workers union in New Jersey, who have an extensive and ongoing training and apprenticeship program that Nexamp plans on contributing to for this project. Nexamp has hosted solar job training sessions in the past, please see below for further information. We also plan on training journeyman union electricians on solar installations and partnering with the KML Regional Council of Carpenters. Please find below an example of a previous collaboration between Nexamp and a local community organization, Dismas House.
3. As noted in Section X Question 1, Nexamp has been consulting with Downe Township during the project development process. Nexamp will be providing various opportunities for public intervention during the project development process, including public hearings for local approvals, as applicable, as well as hosting workshops for community members to provide a forum for answering questions and soliciting feedback on the project. Please find below an example of Nexamp's previous efforts to inform the local community and incorporate their feedback on a project prior to permitting. This letter was sent to residents living in the neighborhood of the proposed project.

Section XI. Other Benefits

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

515 Grove Street
Suite 1B
Haddon Heights, NJ 08035
T: 856-547-0505
F: 856-547-9174

www.pennoni.com

August 29, 2019

NEXMP19005

Nexamp
Attn: Ms. Dallas Manson
101 Summer Street, 2nd Floor
Boston, MA 02110

RE: STORMWATER MANAGEMENT REGULATORY REQUIREMENTS
DOWNE TOWNSHIP SOLAR FACILITY
BLOCK 27, LOT 3

Dear Ms. Manson:

Site development that results in either the disturbance of greater than 1.0 acres, or an increase in impervious cover by greater than 0.25 acres is defined as a "Major Development" resulting in the requirement to address NJDEP's Stormwater Management BMP Regulations identified by N.J.A.C. 7:8. These guidelines require that stormwater runoff quantity, stormwater quality, and stormwater recharge need to be addressed as part of the design. Stormwater maintenance requirements will be provided within a Stormwater Operation and Maintenance Manual. The O&M Manual is recorded as a requirement within the site's property deed.

The required stormwater management analysis will demonstrate that the site design provides erosion control with installation of stormwater conveyance. Properly designed stormwater conveyance systems consist of a combination of naturalized surfaces, drainage swales, stormwater piping and attenuation. Low impact stormwater measures will be implemented to provide decreased peak stormwater flow rates. An off-site stability analysis will be provided to show downstream stability for the stormwater discharge and conveyance pathways. Permeant erosion control measures will be implemented for steep slopes, drainage swales and at conduit outlets.

Groundwater recharge measures will be implemented as permitted by the applicable stormwater regulations. Generally, areas within the urban redevelopment zones and/or adjoining landfill areas are exempt from maintaining groundwater recharge. The stormwater quality will be provided at an 80% TSS removal rate.

A licensed professional engineer is responsible to design the stormwater management measures. A feasible stormwater management system can be designed and installed at the site mitigating the negative impacts associated with uncontrolled stormwater runoff. If you have any comments and/or require additional information to assist you, please do not hesitate to contact this office.

Sincerely,

PENNONI ASSOCIATES INC.

Andrew T. Banff, PE, PP, CME, CFM
NJPE License No. 45121

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Solar Grazing

Sustainable Vegetation Management

Solar Grazing Benefits

- Extra Income for Sheep Farmers
- Fresh Pasture for Sheep
- Reduced Carbon Emissions
- Lower Maintenance Costs

The typical solar farm has grass...lots of it. Nexamp, like most other solar farm operators, historically has employed lawn-mowing services to keep the vegetation from growing too high and obscuring panels or restricting access. The mowing equipment, powered by fossil fuels, can be at odds with the mission of the solar farm, which is to reduce our carbon footprint and increase the utilization of renewable energy resources.

How are we managing the grass in a more sustainable way? Sheep. Partnering with local sheep farmers, we have begun deploying flocks of sheep on our farms for the growing season to maintain the grass at an ideal length. The benefits from this program are numerous—the sheep farmers add a new source of income, the sheep have a safe and healthy environment for grazing, the community gains an extra level of sustainability, and we reduce our overall costs.

Sheep are ideally suited for the task because they eat almost anything that grows, but do not bother any of the equipment and require little to no supervision. The farmers monitor the health of the sheep, providing water and vitamins for additional nutrition. Sheep farmers who solar graze cite the fresh grass, protective fencing and shelter of the panels as benefits for the sheep. At a time when many small farmers are working harder to make ends meet, this program represents an attractive business opportunity.

Solar grazing is already in place at three of our community solar farms and more locations will be added as we expand our relationships with local sheep farmers and the newly formed American Solar Grazing Association. Watch for our adorable new landscaping crews to show up at more of our sites this year!

nexamp

Community Solar Information Session

Nexamp is BRINGING SOLAR to Herkimer County in 2019!

Please join us at this community meeting to learn about:

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

Come Join Us:

January 24, 2019 at 6:00 pm

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

nexamp

Dismas House

Worcester and Oakham, Massachusetts

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

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

Get Started

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

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

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

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

December 1, 2016

«AddressBlock»

To the «Residence_Name»:

Nexamp, a regional solar developer, is proposing a new project in your neighborhood. It is our intent to begin permitting shortly with the Town per the [redacted] Zoning by-laws, and we would like to present the project to the abutters first. Therefore, we are inviting you to attend a brief Q&A session regarding our 990 kilowatt ground-mounted solar array application on the [redacted] property at [redacted]. The project will encompass approximately 5 acres in the northwestern corner of the property with access from [redacted].

The meeting will be held at the Greene Public Library, 179 Hopkins Hollow Road, on Thursday, December 15th from 7:30-8:30 PM. Snacks, coffee and beverages will be provided. To ensure the accommodations are suitable, please RSVP by email or telephone at your earliest convenience.

Please feel free to reach out to me directly at [redacted] with any questions or concerns, otherwise we will be happy to address them at the meeting.

Kind Regards,

[redacted]
Nexamp, Inc.
p. [redacted]
e. [redacted]@nexamp.com

CC: [redacted]

Nexamp Solar O&M Overview

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

Submitted by:
Will Thompson
Senior Vice President

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

Overview

We appreciate the opportunity to provide this operations and maintenance services overview for a 4.9 MW (DC) ground mounted solar photovoltaic (PV) array to be constructed in Downe Township, NJ. Nexamp's veteran team of power and solar professionals understands what it takes to manage, maintain and deliver maximum revenue from solar plants. We provide full spectrum operations and asset management services for our own, as well as third party systems. Our team actively monitors and provides preventative, corrective and condition-based maintenance for 127 MWs of PV at over 160 commercial, residential and government owned plants. Our network of experienced, licensed and insured solar trained electricians evaluate plant performance remotely and respond on site quickly.

Proposed Scope of Work

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

Active Monitoring

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

Annual Scheduled Maintenance

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

Service (Unscheduled Maintenance)

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

Service Offerings

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

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

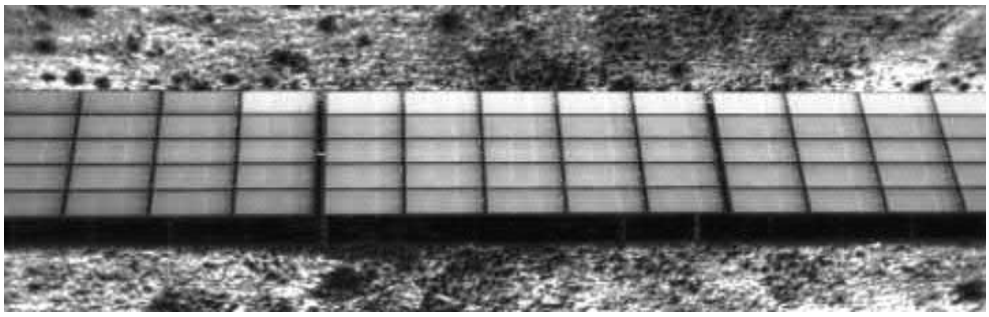

Figure 1. Compromised string located through drone infrared inspection.

Why Nexamp?

Experience

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

Safety

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

Figure 3. The Nexamp Energy Center

Thank you for considering this project

for the New Jersey Community Solar

Energy Pilot Program Year 1.