## Section B: Community Solar Energy Project Description

Project Name: South Grand Street Solar Project 2020

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

### I. Applicant Contact Information

Applicant Company/Entity Name: Distributed Solar Operations, LLC
First Name: Allison Last Name: Mathern
Daytime Phone: 518-491-2637 Email: allison.mathern@dsdrenewables.com
Applicant Mailing Address: 200 Harborside Dr, Ste 200
Municipality: Schenectady County: New York Zip Code: 12305

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)*: South Grand Street Solar Project 2020, LLC
First Name: Erik Last Name: Schiemann
Daytime Phone: 518-949-0165 Email: erik.schiemann@dsdrenewables.com
Mailing Address: 200 Harborside Dr, Ste 200
Municipality: Schenectady County: New York Zip Code: 12305

### 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)*: Distributed Solar Operations, LLC
First Name: Erik Last Name: Schiemann
Daytime Phone: 518-949-0165 Email: solar.incentives@dsdrenewables.com
Mailing Address: 200 Harborside Dr, Ste 200
Municipality: Schenectady County: New York Zip Code: 12305

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)*: Bullet Electric Inc
First Name: Predrag Last Name: Nedeljkovic
Daytime Phone: 201-441-9450 Email: pj@bulletelectric.com
Mailing Address: 322 Belleville Turnpike
Municipality: North Arlington County: Bergen Zip Code: 07031

## IV. Property/Site Owner Information

Property Owner Company/Entity Name: Hammonton Complex, LLC
First Name: Barry Last Name: Grossman
Daytime Phone: 718-436-0031 Email: barry@dressupamerica.com
Applicant Mailing Address: 4709 13th Avenue
Municipality: Brooklyn County: NY Zip Code: 11219

## 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)*: ProjectEconomics, Inc. D/B/A PowerMarket
First Name: Jason Last Name: Kaplan
Daytime Phone: 917-398-02458 x1003 Email: jason.kaplan@powermarket.io
Mailing Address: 335 Madison Avenue, 4th Fl
Municipality: New York County: New York Zip Code: 10017

## VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): 2.8458 MWdc
*Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): 999 South Grand St
Municipality: Hammonton County: Atlantic Zip Code: 08037
Name of Property *(optional, complete if applicable)*: Hammonton Complex

Property Block and Lot Number(s): Block: 3706 Lot: 4

Community Solar Site Coordinates: -74.7911301 Longitude 39.623455 Latitude

Total Acreage of Property Block and Lots: 81.61 acres

Total Acreage of Community Solar Facility: 7.65 acres

Attach a delineated map of the portion of the property on which the community solar facility will be located in PDF format. The map must be provided in color. Note: Applications may be required upon request to submit a copy of the delineated map as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

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

☑ Atlantic City Electric ☐ Jersey Central Power & Light

☐ Public Service Electric & Gas ☐ Rockland Electric Co.

Estimated time from Application selection to project completion* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.)*: March (month) 2022 (year)

*Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project. Projects must be fully operational within 12 months of receiving conditional approval by the Board (subject to change according to the proposed rule amendment described in the Terms and Conditions).

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

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

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

## VII. Community Solar Facility Siting

1. The proposed community solar project has site control* ..... ☑ Yes ☐ No

   If "Yes," attach proof of site control.

   If "No," the Application will be deemed incomplete.

   *Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site. The site control must be specific to the project in this Application, and may not be contingent on the approval of another Application submitted in PY2.

2. The proposed community solar facility is located, in part or in whole, on preserved farmland* …… ☐ Yes ☑ No

   If "Yes," the Application will not be considered by the Board.

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

3. The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) …… ☐ Yes ☑ No

   If "Yes," the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.

   *Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State with "Green Acres funding" (as defined at N.J.A.C. 7:36).

4. The proposed community solar facility is located, in part or in whole, on (*check all that apply)*:

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

   *Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of 1964," P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application.

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

6. The proposed community solar facility is located, in part or in whole, on land located in:
   - ☐ the New Jersey Highlands Planning Area or Preservation Area
   - ☐ the New Jersey Pinelands

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

7. If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm: _____

8. If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property? ..... ☐ Yes ☑ No
   If "Yes," attach a copy of the Response Action Outcome ("RAO") issued by a Licensed Site Remediation Professional ("LSRP") or the No Further Action ("NFA") letter issued by NJDEP.

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

10. If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? ..... ☑ Yes ☐ No
    If "Yes," attach substantiating evidence.
    If "No," the application will not be considered by the Board.

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

If "Yes," provide supporting details and attach substantiating evidence if needed.
*All proposed floating solar projects are required to meet with NJDEP's OPPN prior to submitting an Application. Applicants are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application. Please see section VIII Permits, Question 2 for more information.

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

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

14. The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs ("DCA") ..... ☐ Yes ☑ No
If "Yes," attach proof that the facility is located in an Economic Opportunity Zone.
*More information about Economic Opportunity Zones are available at the following link: https://www.state.nj.us/dca/divisions/lps/opp_zones.html.

15. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity ..... ☐ Yes ☑ No
If "Yes," attach proof of the designation of the site as "preserved" from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

16. The proposed community solar facility is located, in part or in whole, on land that includes trees ..... ☑ Yes ☐ No
Construction of the proposed community solar facility will require cutting down one or more trees ..... ☐ Yes ☑ No
If "Yes," estimated number of trees required to be cut for construction: No trees will need to be removed for the rooftop PV installation c
If "Yes," estimated number of acres of trees that required to be cut for construction: _____

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

Will the use restriction(s) be required to be modified by variance or other means? …… ☐ Yes ☑ No

If "Yes," explain the modification below.

18. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements …… ☑ Yes ☐ No

    If "Yes," explain below, and provide any substantiating documentation in an attachment. Explain how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is expected to help local ecosystems, and whether the proposed pollination support has received certifications or other verification.

    As part of the project, DSD will make landscaping improvements at the facility. These are envisioned to be located adjacent to one of the facility entrances, near where we will install the EV charger mentioned in question 2 of section XII below. The landscaping will include the planting of low-maintenance vegetation.

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

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

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

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

## VIII. Permits

1. The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application..... ☐ Yes ☑ No
   If "No," the Application will be deemed incomplete. This requirement only applies to ground mounted and floating solar projects. Community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.
   *Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to submitting an Application to the Board, except in the case of floating solar projects.

2. The Applicant has met with NJDEP's OPPN ..... ☐ Yes ☑ No
   If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.
   * If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this project as part of the Program Year 1 Application process, and if the details of the project and the site characteristics have remained the same, those comments remain valid. Please include those comments or meeting notes as an attachment to the Application.
   *A meeting with NJDEP's OPPN is not required prior to submitting an Application. Exception: all floating solar projects are required to meet with NJDEP's OPPN prior to submitting an Application. Applicants with a floating solar project are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application.

3. The Applicant has received all non-ministerial permits* for this project *(optional)* ..... ☐ Yes ☑ No
   *Receiving all non-ministerial permits is not required prior to submitting an Application.
   *A non-ministerial permit is one in which one or more officials consider various factors and exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a ministerial permit, for which approval is contingent upon the project meeting pre-determined and established standards. Examples of non-ministerial permits include: local planning board authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of ministerial permits include building permits and electrical permits.

4. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. These include:
   a. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System "NJPDES", etc.) for the property.
   b. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.

c. Permits, approvals, or other authorizations other than those from NJDEP for the development, construction, or operation of the community solar facility (including local zoning and other local and state permits)

An Application that does not list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility will be deemed incomplete.

If a permit has been received, attach a copy of the permit.

| Permit Name & Description | Permitting Agency/Entity | Date Permit Applied for *(if applicable)* / Date Permit Received (*if applicable*) |
|---|---|---|
| Building Permit | Town of Hammonton Building Department | Apply Within 3 weeks of Community Solar Application Approval |
| Electrical Permit | Town of Hammonton Building Department | Apply Within 3 weeks of Community Solar Application Approval |
| Aeronautical Study Approval | FAA | Apply Within 3 weeks of Community Solar Application Approval |
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5. The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC's website (links are available on the NJCEP website) and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility …… ☑ Yes ☐ No

   If "Yes," include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.

   If the hosting capacity map shows insufficient capacity, the Application will not be considered by the Board, unless the Applicant provides: 1) a letter from the relevant EDC indicating that the hosting capacity map is incorrect in that location, or 2) an assessment from the relevant EDC of the cost of the interconnection upgrade that would be required to enable the interconnection of the proposed system, and a commitment from the Applicant to pay those upgrade costs if the project were to be selected by the Board.

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

   This project is exercising the PSE&G hosting capacity map waiver: …… ☐ Yes ☑ No

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

## IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range)*:
   450-650

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: 100% Commercial: _____
   Industrial: _____ Other: _____
   (define "other": _____)

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

4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. ..... ☑ Yes ☐ No
   If "Yes," attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.

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

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

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

   Applicant partner has experience working with housing authorities in Essex and Hudson counties for existing community solar. We anticipate housing authorities will subscribe to a portion of this project. Savings will passed through by the housing authority on to its residents in a quantifiable manner and may include but not be limited to, energy efficiency audits/improvements, improved building(s) security, upgrades to existing common space/recreational areas, and the credit of a certain dollar amount towards certain fees and/or rent. Will be documented in an affidavit and provided to the BPU.

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

If "No," please be aware that, if, at any time during the operating life of the community solar project an affordable housing provider wishes to subscribe to the community solar project as an LMI subscriber, it must submit a signed affidavit that the specific, substantial, identifiable, and quantifiable benefits from the community solar subscription will be passed through to its residents/tenants.

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

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

   We anticipate working with housing authorities to provide savings to offset residential electricity usage. It is likely that those complexes may be master metered. Housing authorities will agree to quantifiably pass on savings to residents in the form of energy efficiency audits/improvements, improved building(s) security, upgrades to existing common space/recreational areas, and the credit of a certain dollar amount towards certain fees or rent.

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

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

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

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

10. Product Offering for LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers ..... ☑ Yes ☐ No
If "Yes," the guaranteed or fixed savings are offered as:

- ☐ A percentage saving on the customer's annual electric utility bill
- ☑ A percentage saving on the customer's community solar bill credit
- ☐ Other: _____

If "Yes," the proposed savings represent:

- ☐ 0% - 5% of the customer's annual electric utility bill or bill credit
- ☐ 5% - 10% of the customer's annual electric utility bill or bill credit
- ☐ 10% - 20% of the customer's annual electric utility bill or bill credit
- ☑ over 20% of the customer's annual electric utility bill or bill credit

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

11. Product Offering for non-LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers ..... ☐ Yes ☑ No
If "Yes," the guaranteed or fixed savings are offered as:

- ☐ A percentage saving on the customer's annual electric utility bill
- ☐ A percentage saving on the customer's community solar bill credit
- ☐ Other: _____

If "Yes," the proposed savings represent:

- ☐ 0% - 5% of the customer's annual electric utility bill or bill credit
- ☐ 5% - 10% of the customer's annual electric utility bill or bill credit
- ☐ 10% - 20% of the customer's annual electric utility bill or bill credit
- ☐ over 20% of the customer's annual electric utility bill or bill credit

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

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

Company/Entity Name: ProjectEconomics, Inc. D/B/A PowerMarket Contact Name: Jason Kaplan
Daytime Phone: 917-398-2458 Ext. 1003 Email: jason.kaplan@powermarket.io

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

## X. Community Engagement

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

2. The proposed community solar project is being developed by or in partnership or collaboration* with the municipality in which the project is located ..... ☐ Yes ☑ No
   If "Yes," explain how and attach evidence of the project being developed by or in partnership or collaboration with the municipality in which the project is located.
   *Partnership or collaboration with the municipality is defined as clear and ongoing municipal involvement in the approval of the design, development, or operation of the proposed community solar project (e.g. project is located on a municipal site, municipality facilitating subscriber acquisition, municipal involvement in defining the subscription terms, etc.). Examples of evidence may include a formal partnership, a municipal request for proposals or other public bidding process, letter describing the municipality's involvement in the project or meeting minutes. Documentation must be specific to the project described in this Application; "generic" documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

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

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

4. The proposed community solar project was developed, at least in part, with support and in consultation with the community in which the project is located* ..... ☑ Yes ☐ No
If "Yes," please describe the consultative process below.
*A community consultative process may include any of the following: letter of support from municipality and/or community organizations and/or local affordable housing provider demonstrating their awareness and support of the project; one or more opportunities for public intervention; and/or outreach to the municipality and/or local community organizations and/or affordable housing provider.

Applicant is supported by community, environmental groups recognizing the value these projects have for the community. Consultations have helped us to understand what hurdles residents and LMI households face in accessing solar and how to better educate subscribers on how community solar functions, what it means for them, and how we can partner with groups to improve sustainability.

## XI. Project Cost

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

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

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

| | |
|---|---|
| Net Installed Cost (in $) | [redacted] |
| Net Installed Cost (in $/Watt) | |
| Initial Customer Acquisition Cost (in $/Watt) | |
| Annual Customer Churn Rate (in %) | |
| Annual Operating Expenses (in c/kWh) | |
| Levelized Cost of Energy ("LCOE") (in c/kWh) | |

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

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

Federal Solar ITC, NJ TREC

## XII. Other Benefits

1. The proposed community solar facility will be paired with storage ..... ☐ Yes ☑ No
   If "Yes," please describe the proposed storage facility:
   a. Storage system size: _____ MW _____ MWh
   b. The storage offtaker is also a subscriber to the proposed community solar facility ..... ☐ Yes ☐ No

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

2. The proposed community solar facility will be paired with one or more EV charging stations ..... ☑ Yes ☐ No
   If "Yes," how many EV charging stations: 1
   Will these charging stations be public and/or private? private
   Please provide additional details:

3. The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers…….. ☐ Yes ☑ No
   If "Yes," please provide additional details:

4. The proposed community solar project will create temporary or permanent jobs in New Jersey …….. ☑ Yes ☐ No
   If "Yes," estimated number of temporary jobs created in New Jersey: 15-25
   If "Yes," estimated number of permanent jobs created in New Jersey: 4-6
   If "Yes," explain what these jobs are:

   Temporary jobs will be created from the construction of the solar facility through our chosen EPC. Additionally, ongoing operations and maintenance jobs will be permanently created for the life of the system.

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):

   Local Union IBEW 351

## XIII. Special Authorizations and Exemptions

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

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

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

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

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

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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

n/a

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

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

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

## Section C: Certifications

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

### Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 1/27/21

Print Name: Erik Schiemann

Title: President Company: Distributed Solar Operations, LLC

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

_____

Signature

Susan Ashley

Name

SUSAN ASHLEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AS6373629
Qualified in Rensselaer County
My Commission Expires 04-16-2022

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

Signature: _____ Date: 1/27/21

Print Name: Erik Schiemann

Title: President Company: Distributed Solar Operations, LLC

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

_____
Signature

Susan Ashley
Name

SUSAN ASHLEY
NOTARY PUBLIC-STATE OF NEW YORK
No 01AS6373629
Qualified in Rensselaer County
My Commission Expires 04-16-2022

## Project Owner Certification

The undersigned warrants, certifies, and represents that:

1) I, Erik Schiemann (name) am the President (title) of the Project Owner South Grand Street Solar Project 2020, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: _____ Date: 1/27/21

Print Name: Erik Schiemann

Title: President Company: South Grand Street Solar Project 2020, LLC

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

_____
Signature

Susan Ashley
Name

SUSAN ASHLEY
NOTARY PUBLIC-STATE OF NEW YORK
No 01AS6373629
Qualified in Rensselaer County
My Commission Expires 04-16-2022

## Property Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: 1/26/2021

Print Name: Barry Grossman

Title: COO Company: Hammonton Complex LLC

Signed and sworn to before me on this 26 day of Jan., 2021

_____

Signature

_____

Name

JOSEPH ITZKOWITZ
Notary Public, State of New York
No. 01IT6178009
Qualified in Kings County
Commission Expires November 19, 2024

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

The undersigned warrants, certifies, and represents that:

1) I, Eric Dahnke (name) am the CEO (title) of the Subscriber Organization PowerMarket (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 information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
5) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: Eric Ross Dahnke Date: 02/03/2021

Print Name: Eric Dahnke

Title: CEO Company: PowerMarket

State of Florida, County of Pinellas

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

By Eric Ross Dahnke Type of ID provided by signer: NY Driver License

Signature

William Wallace Schrimpf Jr

Name

Commission # HH 52334

My Commission Expires: 10/11/2024

WILLIAM WALLACE SCHRIMPFJR
Notary Public - State of Florida
Commission # HH 52334
Expires on October 11, 2024

Notarized online using audio-video communication

**Section D: Appendix**

## Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

- ☑ LMI subscribers
- ☐ non-LMI subscribers
- ☐ both LMI and non-LMI subscribers

1. Community Solar Subscription Type *(examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage)*: A percentage of community solar facility's nameplate capacity, subject to adjustment based on subscriber actual usage over time.

2. Community Solar Subscription Price: *(check all that apply)*
   - ☐ Fixed price per month
   - ☑ Variable price per month, variation based on: subscriber % of nameplate capacity * actual facility production * discount offered
   - ☐ The subscription price has an escalator of _____ % every _____ *(interval)*

3. Contract term (length): _____ months, or 20 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:

This project will feature a 25% discount for its LMI subscribers who will make up 100% of the subscriber allocations.

Regarding subscriber experience and liabilities:
1. Historical usage of each subscriber will be evaluated to ensure they subscribe to the correct percentage of the facility. This may be adjusted throughout the duration of the scubribers subscription based on continued assessment of monthly usage.

2. Subscribers will never be responsible for purchasing electricity beyond what they use.

3. While the contract term is 20 years, subscribers may terminate with 30 days notice at no cost or penalty.

## Appendix B: Required Attachments Checklist

*Note that this list is for indicative purposes only. Additional attachments may be required, and as identified throughout this Application Form. Please review the Application Form in its entirety, and attach attachments as required. The page numbers reference the pages from the Application Form as it was originally approved by the Board, not as they may appear in this fillable PDF.*

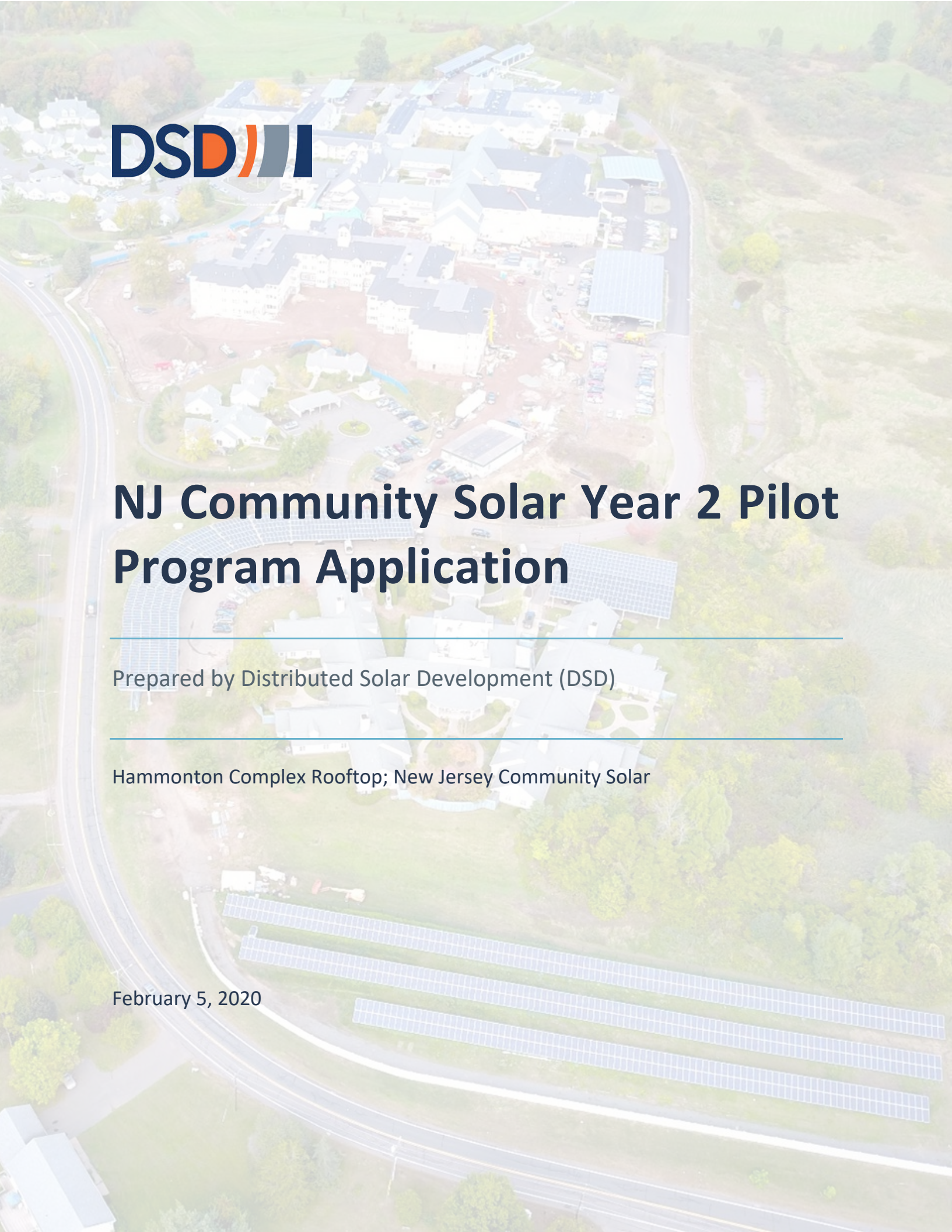
| **Required Attachments**<br>Attachments marked with an asterisk (*) are only required if the project meets the specified criteria. All others are required for all Applications. | **Reference Page Number** | **Attached?** |
|---|---|---|
| Delineated map of the portion of the property on which the community solar facility will be located (in color). | p. 10 | ☑Yes ☐ No |
| Proof of site control. | p. 10 | ☒Yes ☐ No |
| (*) If the proposed project is located, in part or in whole on a rooftop: substantiating evidence that the roof is structurally able to support a solar system. | p. 12 | ☑Yes ☐ No |
| (*) If the proposed project is located on an area designated in need of redevelopment: proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity. | p. 13 | ☐Yes ☑ No |
| (*) If the proposed project is located in an Economic Opportunity Zone ("EOZ"), as defined by DCA: proof that the facility is located in an EOZ. | p. 13 | ☐Yes ☑ No |
| (*) If the proposed project is located on land or a building that is preserved by a municipal, county, or federal entity: proof of the designation of the site as "preserved" and that the designation would not conflict with the proposed solar facility. | p. 13 | ☐Yes ☑ No |
| Copy of the completed Permit Readiness Checklist. | p. 14 | ☐Yes ☑ No |
| A screenshot of the EDC capacity hosting map at the proposed location, showing the available capacity (in color). | p. 16 | ☑Yes ☐ No |
| Substantiating evidence of project cost in the form of charts and/or spreadsheet models. | p. 20 | ☑Yes ☐ No |
| Product Offering Questionnaire(s) in Appendix A. | p. 30 – 31 | ☑Yes ☐ No |
| Certifications in Section C. | p. 25 – 29 | ☑Yes ☐ No |

| **Optional Attachments**<br>Attachments marked with an asterisk (*) only apply if the project meets the specified criteria. | **Reference Page Number** | **Attached?** |
|---|---|---|
| (*) If the project is located, in part or in whole, on a brownfield: copy of the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP). | p. 12 | ☐Yes ☑ No |
| (*) If the project is located, in part or in whole, on an area of historic fill: copy of the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP). | p. 12 | ☐Yes ☑ No |
| Substantiating evidence that the proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.). | p. 14 | ☐Yes ☑ No |

| | | |
|---|---|---|
| Proof of a meeting with NJDEP Office of Permitting and Project Navigation ("OPPN"), if applicable.<br>(*) Proof of a meeting with OPPN is optional, except for projects that are in part or in whole a floating solar project.<br>(*) If the Applicant met with OPPN (formerly PCER) during PY1, and there have been no changes to the project or site characteristics, include any comments received from OPPN on the PY1 Application. | p. 14 | ☐Yes ☑ No |
| Permits received for this site or project. | p. 15 | ☐Yes ☑ No |
| Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities | p.16 | ☑Yes ☐ No |
| (*) If an affordable housing provider is seeking to qualify as an LMI subscriber for purposes of the community solar project: signed affidavit from the affordable housing provider that the specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription will be passed through to their residents/tenants. | p. 17 | ☐Yes ☑ No |
| (*) If the account holder of a master meter will subscribe on behalf of its tenants: signed affidavit from the account holder that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants | p. 17 | ☐Yes ☑ No |
| Evidence that the proposed project is being developed by or in partnership and collaboration with the municipality in which the project is located. | p. 19 | ☐Yes ☑ No |
| Evidence that the proposed project is being developed in partnership or collaboration with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located. | p. 19 – 20 | ☐Yes ☑ No |
| Evidence that the proposed project is being developed with support and in consultation with the community in which the project is located. | p. 20 | ☐Yes ☑ No |
| (*) If the project is seeking an exemption from the 10-subscriber minimum rule: supporting documents if needed. | p. 22 | ☐Yes ☑ No |

| **Required Attachments for Exemptions** | **Reference Page Number** | **Attached?** |
|---|---|---|
| If 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:<br>⇨ Attach a letter from the Applicant describing the bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if project is granted conditional approval by the Board. | p. 22 | ☐Yes ☑ No |
| If the proposed community solar project is located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP.<br>⇨ Attach special authorization from NJDEP for the site to host a community solar facility. | p. 11 | ☐Yes ☑ No |

| | | |
|---|---|---|
| If 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.<br>⇨ 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. 22 | ☐Yes ☑ No |
| If the proposed community solar project plans to operate as a municipal opt-out project, contingent on the Board's approval the relevant proposed rules.<br>⇨ Attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board<br>⇨ Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection. | p. 23<br>p. 24 | ☐Yes ☑ No<br>☐Yes ☑ No |



# NJ Community Solar Year 2 Pilot Program Application

Prepared by Distributed Solar Development (DSD)

Hammonton Complex Rooftop; New Jersey Community Solar

February 5, 2020

# Cover Letter

February 5, 2020

**Dear New Jersey Board of Public Utilities,**

Distributed Solar Development, LLC ("DSD") is pleased to submit the enclosed proposal for participation in the New Jersey Community Solar Pilot Program.

DSD sees itself as driving the evolution to a cleaner, more secure, and more customer-focused energy future. As a highly experienced developer with a deep bench of solar industry talent, **DSD provides customized turnkey PV energy solutions** to businesses and public institutions throughout North America. From analysis to design, finance, commercial operation and asset ownership, DSD delivers its customers long-term economic value that has real environmental impact. To date, we have developed over 175 MW of commercial and industrial (C&I) solar projects, including many community solar projects.

Distributed Solar Operations, LLC ("DSO"), a subsidiary of DSD, is submitting this proposal, and if awarded, the counterparty to the agreements will be DSO or a subsidiary or affiliate of DSO. For more about the company structure, please see the "Company Overview" table below.

***About Us***

DSD was launched as a startup within General Electric in 2012 with the vision that GE could lead the evolution to more distributed energy generation. Under my leadership with a group of devoted GE employees, we started a solar development business empowered to prove that renewable energy can provide a better onsite energy solution.

At the time, the market was served mainly by local solar firms that would over-promise and under-deliver. With GE's resources, our solar development team was able to provide consistent, high-quality solar power for commercial, industrial and municipal clients. Incubated within GE for seven years as GE Solar, in the face of opportunity for tremendous growth that would require significant capital investment, the business proactively separated from GE in 2019. With investment from BlackRock Real Assets, we created DSD. DSD maintains its GE 'DNA' at the core. Now, with the backing of BlackRock we are able to operate more efficiently, with lower costs and greater speed to execution.

Best Regards,

Erik Schiemann
President, Distributed Solar Development, LLC

# Attachments

**Exhibit A - Company Overview**

**Exhibit B – Partnership Overview**

**Exhibit C – Delineated Site Map**

**Exhibit D – Proof of Site Control**

**Exhibit E - Roof Structural Report**

**Exhibit F - EDC Hosting Capacity Map**

**Exhibit G – EDC Pre-application Report**

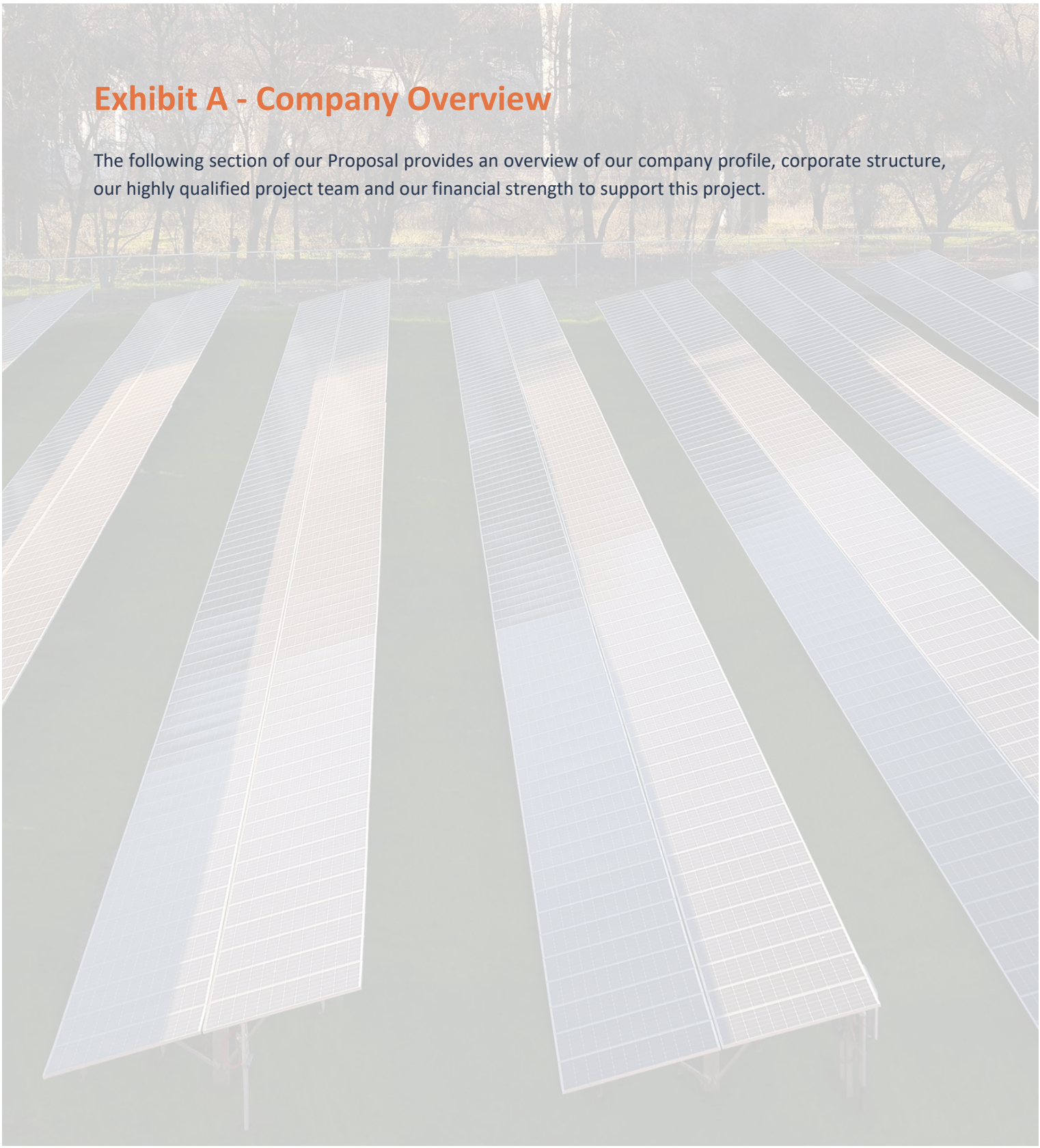
**Exhibit H– Project Costs**

**Exhibit I – Letters of Support**

**Exhibit J – Community Solar Outreach, Contract and Collateral examples**

# Exhibit A - Company Overview

The following section of our Proposal provides an overview of our company profile, corporate structure, our highly qualified project team and our financial strength to support this project.



## Company Overview

After launching on the east coast seven years ago, DSD (formerly GE Solar) is now a national solar developer active in 15 states and expanding across the country as markets evolve. From its inception, DSD was fully consolidated under its original parent company, the General Electric Company (GE), along with its many subsidiaries.

In July 2019, DSD formally spun out of GE with considerable financial commitment from BlackRock Inc. (NYSE: BLK). GE retained a minority stake in the business through the start of 2020. In the fall of this year, BlackRock contributed additional capital to the company, thereby taking 100% ownership of DSD -– a testament to its success and BlackRock's commitment to a renewable energy future.

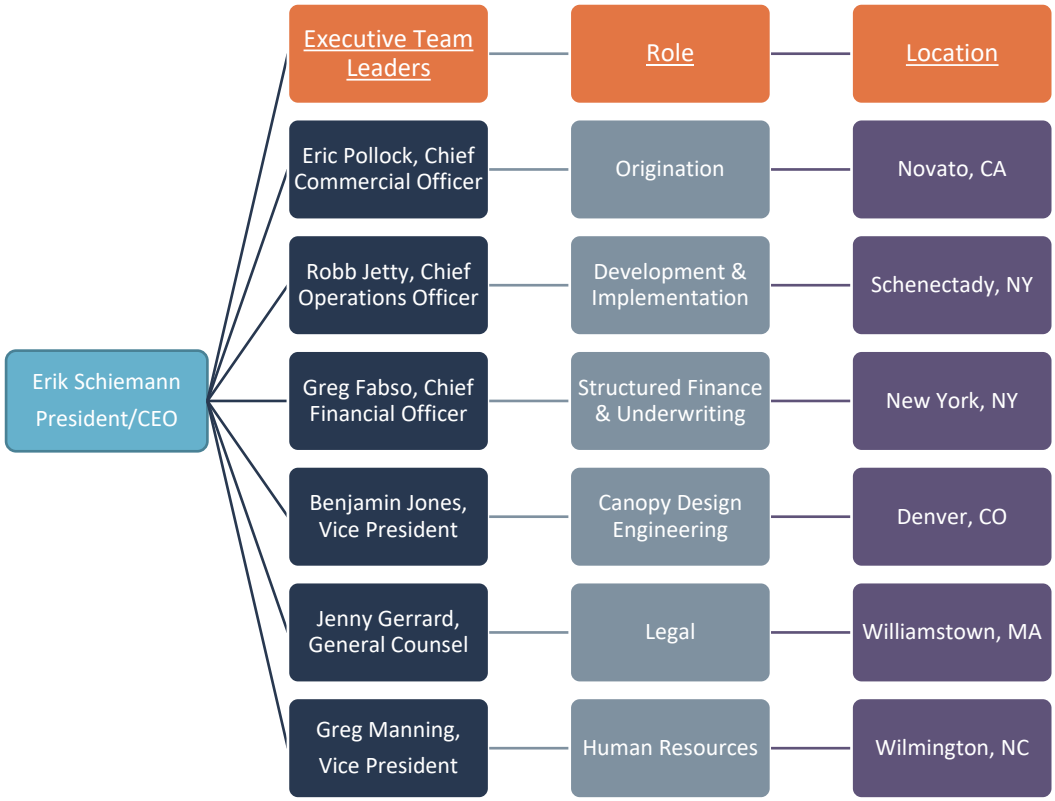
Under the leadership of Erik Schiemann at the corporate headquarters located in Schenectady, New York, the organization has local offices reaching from New York City to San Francisco with employees located across the country and regionally, along the east coast in New Jersey, Pennsylvania, New York, Connecticut and Boston. Please see the table below outlining DSD's company profile.

| Company Profile | Details |
|---|---|
| Year founded and number of continuous years in business | Founded in 2012; 8+ Years in business |
| Ownership status | Privately held |
| Form of legal entity and year entity was established | Distributed Solar Operations, LLC<br>Established 2019 in Delaware |
| Any other legal names of firm, including names of affiliates, subsidiaries or special purpose entities of the firm and formation dates. | Ownership: BlackRock Real Assets (100%)<br>Subsidiaries and Affiliates: Distributed Solar Projects LLC, Distributed Solar Operations LLC, Distributed Solar Holdings LLC, South Grand Street Solar Project 2020, LLC |
| Changes in ownership status | We were wholly owned by the General Electric Company (as "GE Solar") until July 2019, when the company spun out of GE with BlackRock buying the majority stake, thus becoming "DSD". |
| Parent company | Distributed Solar Development, LLC |
| Number of Employees | 100+ Full-time employees. |
| Corporate Office Location | 200 Harborside Dr.<br>Suite 200<br>Schenectady, NY 12305 |
| Local Office Location | 19 West 44th St<br>New York, NY 10036 |

## Corporate Structure

The following chart depicts the corporate officers of DSD, including their title and the organizations under their leadership.

### *Corporate Leadership Organization Chart*




## Project Team Composition

Our team consists of highly qualified solar professionals located across the country. This includes several employees based in New Jersey, eastern Pennsylvania, Massachusetts, and Connecticut. Among these staff, 5 (*denoted below) are dedicated to the project management, engineering, or system design for this specific project. DSD's local personnel are listed below:

- **Theresa Baker**, Policy and Incentive Manager – Union, NJ*
- **William Purvis**, Senior Project Engineer – Little Egg Harbor, NJ*
- **Allison Mathern,** Senior Project Development Manager – Flourtown, PA*
- **Tim Magner**, Senior Sales Director – Somerville, MA*
- **Josh Ferguson,** Senior Project Manager – Canton, CT*
- **Dennis Breza**, Project Development Manager – Bordentown, NJ
- **Matthew Gabor**, Senior Project Engineer – Westfield, NJ
- **Jim Whalen**, Senior Project Manager – Warrington, PA
- **Shefali Desai**, Architectural Designer – Closter, NJ
- **Leona Say**, Senior Project Finance Counsel– Jersey City, NJ

## Our Vision

Empowered by our mission from our founding in GE, our visionary team set out to push solar's potential forward — by making it more accessible to forward-thinking commercial, industrial, and municipal organizations. **Today, with our considerable experience and deep bench of solar industry talent, DSD is a rare "one-stop shop" for large-scale, custom solar PV and energy storage solutions.** At DSD, we're thinking outside the box about the future of commercial, industrial and municipal energy. We believe true, transformative change never comes from the status quo - it is born of ingenuity.

With our allegiance with BlackRock, DSD has eliminated the high-cost barrier to entry, enabling us to provide consistent, high-quality, end-to-end solutions that make clean energy a "no brainer" for progressive businesses.

## Structure and Availability of PPA Financing Plan

DSD has an internal structured finance team which arranges funds to own projects. DSD brings a high level of financial certainty in service to Hammonton Complex to successfully fulfill this opportunity through its ability to own projects long-term.

DSD stands apart from many of its competitors within the industry because we will be self-financing the Hammonton Complex Project through our internal funding structure. To finance the proposed project, DSD will rely on readily available in-house capital sources which allow us to seamlessly manage the project financing process without impacting project schedules. In 2019, we closed a $90MM tax equity fund with Morgan Stanley with construction and term loans from Silicon Valley Bank and Fifth Third Bank, respectively.

For our 2021-2022 activity, we have closed on capital commitments, including construction, and we are in the process of completing projects that will be financed within that fund. We are currently establishing a similar fund for additional 2021-2022 activity. In short, we have funds readily available to support the proposed project in both the development and construction phase.

Below is a summary of our current sources of funds and committed capital for 2021-2022:

- $160MM Tax Equity Commitment for 2021
- $150MM Construction Revolver available through December 2022
- $300MM Term Loan commitment available through December 2022

With the backing of BlackRock Real Assets, DSD operates more efficiently, with lower costs and greater speed of execution so our counterparties can trust we'll deliver and stand behind our solutions.

## Qualifications

To date, DSD has successfully developed over 175 MW of onsite solar. The majority of those projects are financed through Power Purchase Agreements (PPAs) and Site Lease Agreements (SLAs), amounting to over $200 million in PPA financing. Our team collectively has direct experience developing **over 3 GW of turnkey solar PV systems across more than 1,000 C&I projects.**

**We are committed to delivering optimized solutions for every solar PV site, backed by a team of professionals who are properly aligned to work with our vetted subcontractors.**

While our projects span the country, our team has incredible depth in New Jersey with numerous solar professionals located in the state, including a licensed engineer (PE) to accelerate the design and support the interconnection process.

## Experience

Our in-house team includes numerous solar professionals who will staff the project, including development and construction project managers, project finance personnel, an in-house canopy team, and licensed engineers (PE) to accelerate the design and support meeting with the utility's interconnection process.

Of the northeastern states, **DSD has installed the largest volume of PV capacity within the state of New Jersey**. This statistic is consistent for public and private customers alike. The table below is a comprehensive list of completed projects in New Jersey, of which DSD served as the developer, lead general contractor (GC), and financier. DSD also has a considerable pipeline of projects under development in the state.

| Project Name | Size kW | Location | COD (yr) | Installation Type |
|---|---|---|---|---|
| **2017 Home Depot Portfolio** | 8,867 | Various, NJ | 2017 | Rooftop |
| **Life Time Athletic** | 349 | Mt. Laurel | 2017 | Rooftop |
| **Life Time Athletic** | 362 | Princeton, NJ | 2017 | Rooftop |
| **OPEX Corporation** | 1,591 | Pennsauken, NJ | 2017 | Canopy & Rooftop |
| **Trane Residential Systems** | 1,989 | Trenton, NJ | 2017 | Canopy |
| **USG** | 430 | Port Reading NJ | 2018 | Rooftop |
| **Simon Menlo Park** | 624 | Edison, NJ | 2020 | Canopy |
| **Simon Shops at Riverside** | 1377 | Hackensack, NJ | 2020 | Canopy |
| **LG Electronics NA Headquarters** | 1,302 | Englewood Cliffs | 2020 | Canopy & Rooftop |
| **2019 Home Depot Portfolio** | 4,031 | Various, NJ | 2020 | Rooftop |
| **Verizon HQ** | 1,338 | Branchburg, NJ | 2020 | Canopy |
| **Verizon HQ** | 760 | Branchburg, NJ | 2020 | Rooftop |
| **Grand Total** | **23,023** | | | |

Furthermore, below is a list of projects completed in the entire Northeast region, again highlighting that our largest volume of projects (both from the quantity of sites and kW capacity) have been located in New

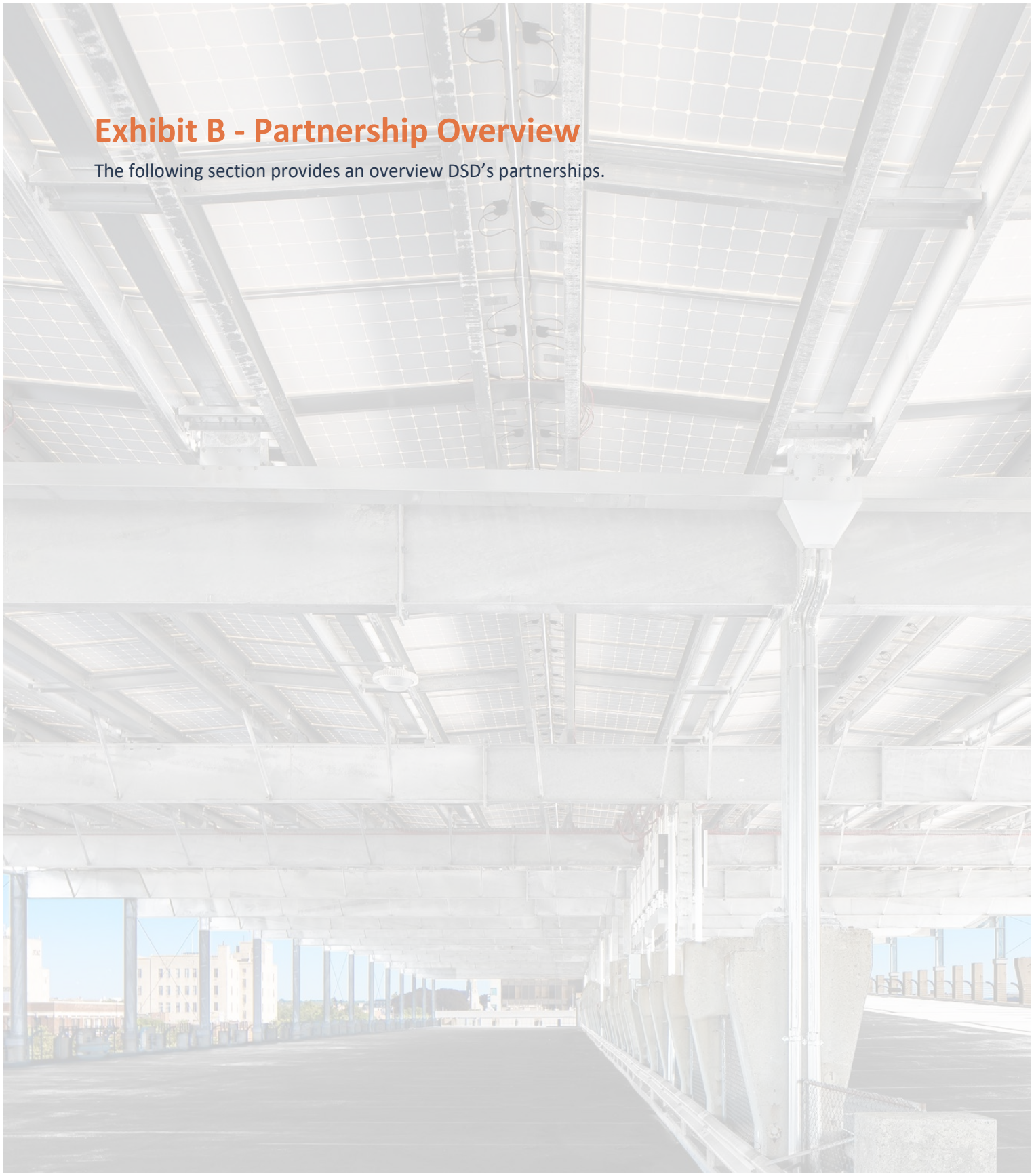
Jersey – a testament to our experience managing responsible subcontractors and working with the three utilities within this market.

| State | No. of Projects | Total Capacity kW DC |
|---|---|---|
| **Massachusetts** | 11 | 12,175 |
| **Connecticut** | 3 | 415 |
| **Delaware** | 3 | 1,002 |
| **Maryland** | 18 | 5,285 |
| **New Hampshire** | 1 | 808 |
| **New Jersey** | **39** | **23,023.79** |
| **New York** | 11 | 8,598 |
| **Vermont** | 3 | 3,640 |

Fueled by investment from BlackRock since 2019, **DSD has seen scaled and sustained growth with more than 96 projects under contract which are currently in various stages of development and construction. This amounts to over 140MW of solar projects**, including Power Purchase Agreements, Site Lease or Option to Lease Agreements, Design Build Transfer Agreements, and other definitive project agreements. Of the total number of solar projects currently under contract, 52 are PPA contracts amounting to 35 MW.

# Exhibit B - Partnership Overview

The following section provides an overview DSD's partnerships.



## Our Partners

### ProjectEconomics, Inc D/B/A PowerMarket

PowerMarket is an approved and registered community solar subscriber organization and will be providing subscriber acquisition and community solar product management services on behalf of DSD Renewables.

**Business Summary & History**

PowerMarket is a recognized market leader in providing turnkey managed service solutions to the community solar industry. We leverage our team's expertise in financial services software and the renewable energy industry to create and service flexible solutions for our clients. We provide the tools and subscriber service to maximize return on investment by efficiently engaging, managing and billing subscribers. We are able deliver community solar efficiently at scale.

PowerMarket was founded in 2014 and is headquartered in New York City. We perform a variety of roles in the administration of a growing portfolio of over 230 MWac of solar energy assets across Maryland, Maine, New York, Massachusetts, New Jersey, Rhode Island, and Minnesota. Our solutions are configured for utilities, retail electricity providers, and solar developers, as well as a wide subscriber base.

**PowerMarket Clients and Partners**

We have demonstrated experience in providing flexible solutions for a diverse group of major market players, including the LMI community. We have developed and delivered tailored subscriber acquisition portals, digital subscriber engagement tools, subscriber acquisition, and subscriber service.

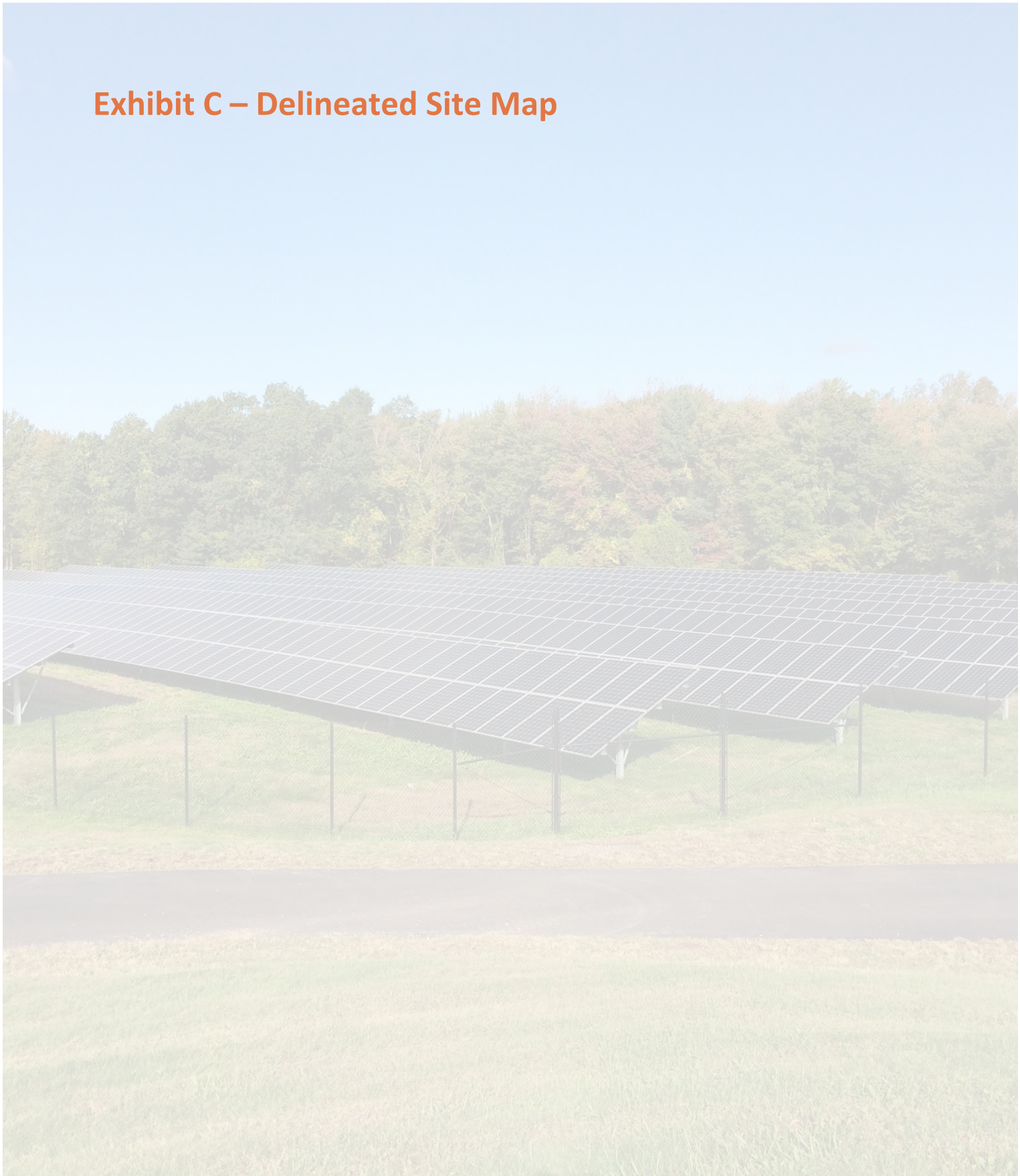
## SolarKal

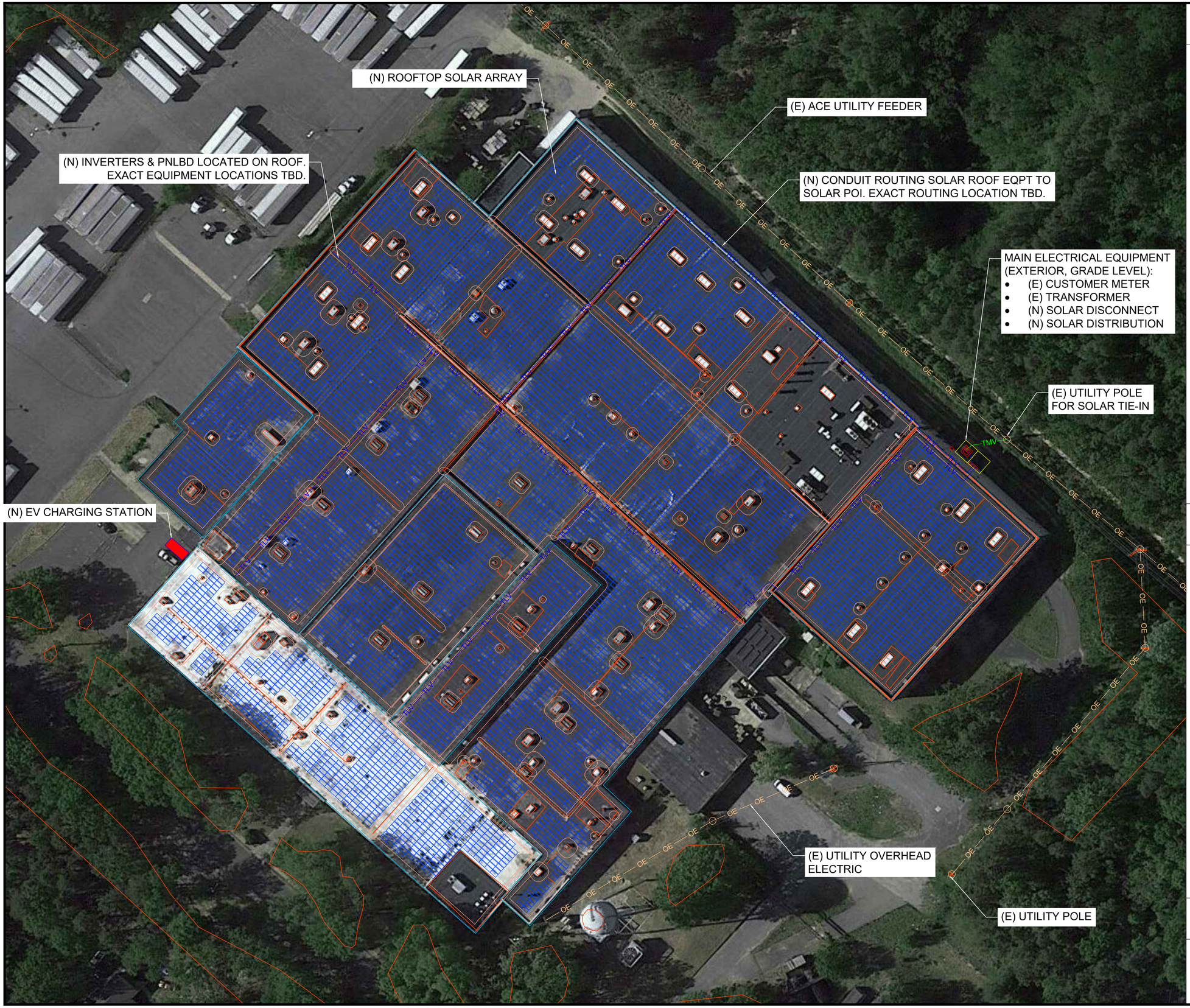
SolarKal is the Leading Solar Procurement Advisor with over $150 million in commercial and industrial solar deals advised since 2015. SolarKal aims to reduce the barriers of rooftop solar deployment, achieving this by matching site owners with the appropriate solar developer capable of navigating the location's specific challenges. After a competitive RFP process, SolarKal and the property owner selected DSD Renewables to serve as the solar developer for this project. SolarKal has been actively deploying solar in New Jersey for over 5 years now, with a dedicated team of NJ-based advisors. Overall, SolarKal has matched our clients with high-quality contractors and developers for 40+ MW of solar projects in the state.

## Subcontractors

DSD only utilizes trusted contractors for the construction of the solar projects with careful oversight from a DSD Project Manager. The companies and suppliers that DSD interacts with are vetted internally to ensure they are in strong financial standing, uphold all warranties and utilize quality employment, manufacturing and safety practices. We have a strong relationship with Bullet Electric Inc, and would intend to provide their team, along with other highly regarded NJ EPC contractors, the opportunity to bid on this project once awarded into the Pilot Program.

# Exhibit C – Delineated Site Map






## ABBREVIATION

| | |
|---|---|
| (E) | EXISTING |
| (N) | NEW |
| ACSW | AC DISCONNECT |
| GM | GROUNDMOUNT PV ARRAY |
| INV | INVERTER |
| PB | PANELBOARD |
| PV | PHOTOVOLTAIC |
| POCC | POINT OF COMMON COUPLING |
| POI | POINT OF INTERCONNECTION |
| SWBD | SWITCHBOARD |
| TR | TRACKER PV ARRAY |
| XFMR | TRANSFORMER |

## LEGEND

- CONDUIT
- FENCE LINE
- SOLAR PV MODULE
- PROPERTY LINE — PARCEL BOUNDARY
- TRENCH LOW VOLTAGE
- TRENCH MEDIUM VOLTAGE

## SCALE

0 40' 80'

1" = 40'

DISTRIBUTED SOLAR DEVELOPMENT

DSD

200 HARBORSIDE DR.
SUITE 200
SCHENECTADY, NY 12305
© COPYRIGHT
DISTRIBUTED SOLAR DEVELOPMENT

SEAL & SIGNATURE:

| | |
|---|---|
| AC KW: | 2000 |
| DC KW: | 2845.8 |
| CEC KW: | |
| PROJECT NO.: | |

PROJECT NAME: HAMMONTON COMPLEX

PROJECT ADDRESS: 999 GRAND STREET HAMMONTON NJ 08037

| NO. | DATE | REVISION DESCRIPTION | DRAWN BY: | CHECK BY: |
|---|---|---|---|---|
| 0 | 02/05/21 | ISSUE FOR COMMUNITY SOLAR | WSP | WSP |
| 1 | ---- | | | |

SCALE: SHOWN

SHEET TITLE:

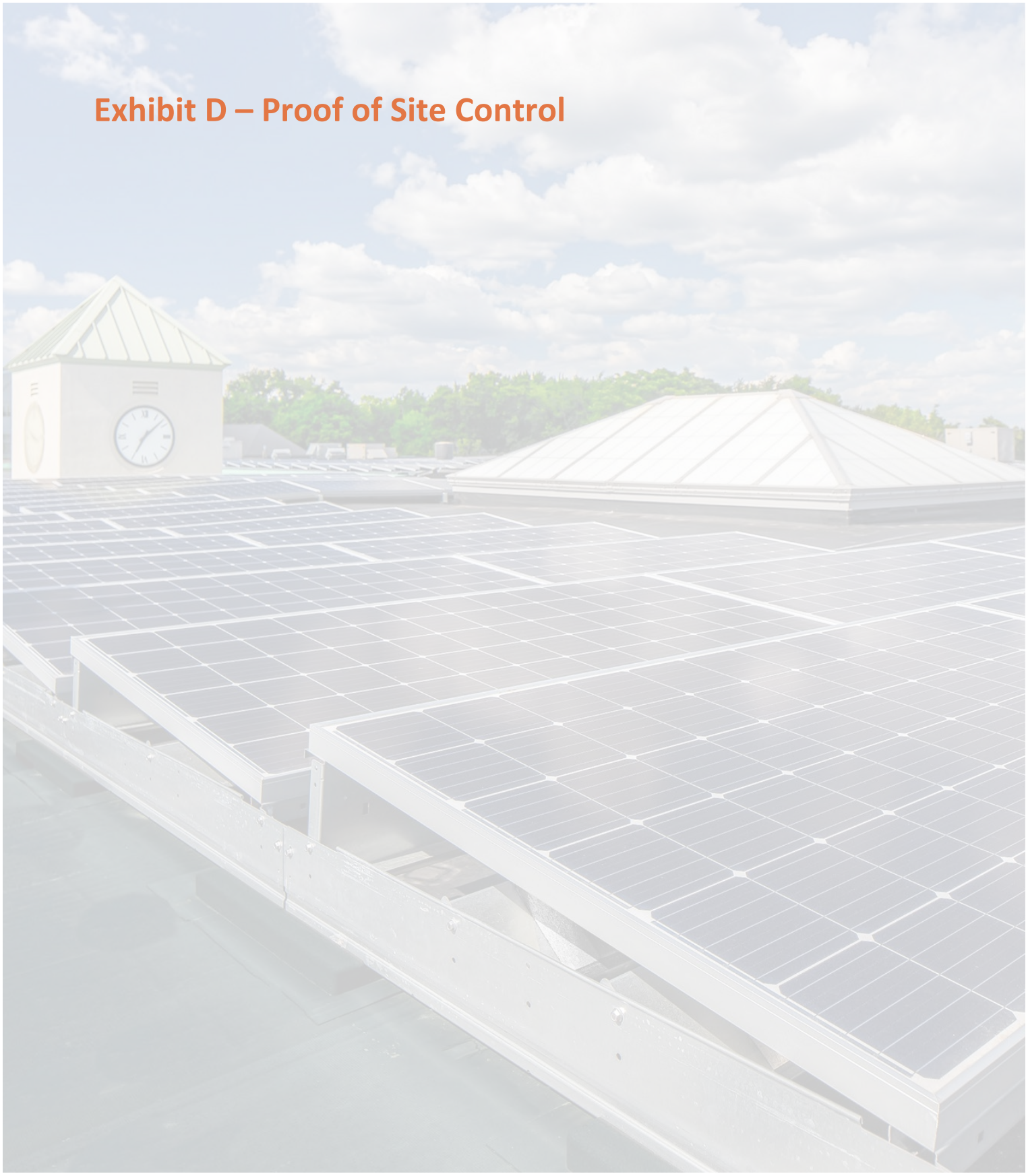
ELECTRICAL SITE PLAN

SHEET NO.:

E-100

TOTAL NUMBER OF SHEETS: 4

# Exhibit D – Proof of Site Control



*Execution Version*

# SOLAR SITE LEASE AGREEMENT

BY AND BETWEEN

Hammonton Complex, LLC

AS LESSOR

AND

South Grand Street Solar Project 2020, LLC

AS LESSEE

dated as of

February 4, 2021

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Exhibit A Description of the Property
Exhibit B Descriptions of the Site and Building
Exhibit C Descriptions of Easements
Exhibit D Description of the Solar Facility
Exhibit E Roof Warranty

Schedule 1 Term
Schedule 2 Rent Schedule
Schedule 3 Insurance

# SOLAR SITE LEASE AGREEMENT

This SOLAR SITE LEASE AGREEMENT (this "Lease") is made and entered into as of February 4, 2021 (the "Effective Date") by and between Hammonton Complex, LLC, a New Jersey limited liability company ("Lessor"), and South Grand Street Solar Project 2020, LLC, a Delaware limited liability company ("Lessee"). Each of Lessor and Lessee shall be referred to herein as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, Lessor holds the fee title interest in the parcel of real property described on Exhibit A (the "Property") and all improvements thereon, including the facility or building described on Exhibit B (the "Building");

WHEREAS, Lessee desires to lease from Lessor the portion of the roof of the Building described on Exhibit B and such other portions of the Property as may be described on Exhibit B (collectively, the "Site") for the purposes of developing, constructing, interconnecting, commissioning, owning, operating, and maintaining a solar photovoltaic generating system; and

WHEREAS, this Lease sets forth the terms and conditions pursuant to which Lessor will lease the Site to Lessee and grant the Easements to Lessee for the Permitted Use, including generating, transmitting, and selling energy, capacity, and Environmental Attributes to one or more third parties.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## SECTION 1
## DEFINITIONS; RULES OF INTERPRETATION

Section 1.1 Definitions. As used in this Lease, the following terms have the meanings specified below.

"Access Easement" has the meaning established in Section 2.2.

"Affiliate" means a person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with another person.

"Applicable Law" means (a) any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guidance, policy, requirement, or other governmental restriction of, or any binding interpretation or administration of any of the foregoing by, any Governmental Authority having jurisdiction over the relevant item, whether now or hereafter in effect or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Permit, whether now or hereafter in effect.

"Building" means the structure located on the Property that includes the Site, as described in Exhibit B.

"Business Day" means any day other than Saturday, Sunday, or a day on which the Federal Reserve Bank or commercial banks in the City/Town of Hammonton, New Jersey are authorized or required to be closed.

"Casualty Event" has the meaning established in Section 10.1.

"Change in Law" means (a) the enactment, adoption, promulgation, supplement, modification or repeal after the Effective Date of any Applicable Law, (b) the imposition of any material conditions on the issuance or renewal of any Permit after the Effective Date or (c) a change in any tariff or other requirements binding on the Solar Facility by an electric utility or market operator, that, in any such case, establishes requirements affecting Lessee's construction, ownership, operation (including the production and sale of electricity and other projects attributable to the Solar Facility), maintenance or repair of the Solar Facility or on the performance of Lessee's obligations under this Lease and that has a material adverse effect on the cost or benefit to Lessee of the Solar Facility.

"Claims" has the meaning established in Section 15.1.

"Commercial Operation Date" means the date set forth in a notice from Lessee to Lessor that construction of the Solar Facility is complete, Lessee has received all of the approvals required in order to commence regular commercial operation of the Solar Facility and the Solar Facility has commenced regular commercial operation.

"Construction Easement" has the meaning established in Section 2.2.

"Construction Period" means the period commencing on the Effective Date and expiring on the day following the Commercial Operation Date.

"Easement" means any of the Construction Easement, the Interconnection Easement, the Access Easement, and the Solar Easement as provided in in Section 2.2 and as further described in Exhibit C.

"Effective Date" means the date specified in the first paragraph of this Lease.

"Environmental Attributes" means any and all mandatory and voluntary federal, state or local renewable energy or emissions credits, rebates, subsidy, incentive payment or any other green tag, renewable energy, emissions reduction, depreciation, tax credits, other tax benefits, or other benefit related to the environmental characteristics of the Solar Facility, whether related to any renewable portfolio standard or other renewable energy purchase requirement, incentive program, voluntary compliance program, or otherwise, whether existing as of the Effective Date or enacted thereafter.

"Environmental Law" means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree, or decision implementing any of the foregoing by any Governmental Authority relating to (a) the protection of the air, water, land or natural

resources or (b) the generation, use, handling, treatment, storage, disposal, and transportation of Hazardous Material, in each case applicable to the Property.

"Expected Output" means the amount of electricity (in kWh) expected to be produced by the Solar Facility for a given calendar month or other period (as applicable) during the Operations Period.

"Extension Period" means each extension of the Term described as such on Schedule 2.

"Financing Party" means any Person (and the agents thereof) providing financing of any kind to Lessee in connection with the Solar Facility, including debt or equity.

"Good Solar Industry Practices" mean those practices, methods, equipment, specifications and standards of safety and performance, as to which there may be more than one, and as the same may change from time to time, as are commonly applied in connection with solar photovoltaic energy systems of a type and size similar to the Solar Facility and in the same geographic region as the Property that, in the exercise of reasonable judgment in light of the facts known at the time of determination, would be expected to result in an outcome consistent with Applicable Law, reliability, safety, economy, and efficiency.

"Governmental Authority" means any federal, state, county, or municipal government, any political subdivision thereof, or any other legislative, administrative, judicial, public, or statutory instrumentality, authority, body, agency, bureau, or entity, in each case having jurisdiction over the applicable subject matter or over this Lease, the Solar Facility, Lessor, Lessee, the Site, or the Property.

"Hazardous Materials" means any chemical, waste, or other substance (a) that now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Environmental Laws, (b) that is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited, or regulated by any Governmental Authority, (d) the storage, use, handling, disposal, or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

"Indemnifying Party" means the Party responsibility for indemnification of a Claim pursuant to Section 15.

"Indemnitee" means either a Lessee Indemnitee or Lessor Indemnitee, as applicable.

"Insolation" has the meaning established in the Section 5.2(e).

"Interconnection Agreement" means an agreement between the Lessee and the Utility pursuant to which the Solar Facility may be interconnected to the Utility's electric distribution system.

"Interconnection Easement" has the meaning established in Section 2.2(a).

"Lease" means this Solar Site Lease Agreement, by and between Lessor and Lessee, including all exhibits, schedules and attachments hereto, as it may be amended or modified from time to time.

"Lessee" means South Grand Street Solar Project 2020, LLC or its successors and assigns, from time to time.

"Lessor" means Hammonton Complex, LLC and its successors and assigns, from time to time.

"Lessor Easements" has the meaning established in Section 2.2(b).

"Lessor Indemnitees" has the meaning established in Section 15.2.

"Lessor Sub-easement" as the meaning established in Section 2.2(b).

"Lessor's Engineer" means an independent engineer engaged by Lessor that has substantial experience in the engineering, construction, and operation of solar generating facilities.

"Mortgage" has the meaning established in Section 13.3(a).

"Mortgagee" has the meaning established in Section 13.3(a).

"Operations Period" means the period beginning on the expiration of the Construction Period and continuing for the period set forth on Schedule 1, as extended hereunder, including as extended by any Extension Period.

"Permit" means permits, approvals, clearances, and determinations issued by a Governmental Authority and which for this purpose, includes the issuance of "permission to operate" by the Utility or similar approval for the Solar Facility to operate to generate electricity and deliver electricity to the Lessor's electric system or the utility's electric grid.

"Permitted Use" has the meaning established in Section 4.1.

"Person" means a natural person, corporation, partnership, limited liability company, business entity, trust, organization, association, or any Governmental Authority.

"Property" means the parcel of real property located at the address set forth on Exhibit A, together with all improvements located thereon and rights, benefits, and easements appurtenant thereto, as further described on Exhibit A.

"Removal License" has the meaning established in Section 2.3.

"Rent" means the rent payable to Lessor in accordance with Section 2.5 and Schedule 2.

"Roof Warranty" means, if any, each warranty of condition and performance of the portion of the Building roof that includes any portion of the Site, issued by Lessor's contractor or any warranty provider and in effect as of the Effective Date, attached hereto as Exhibit E.

"Solar Easement" has the meaning established in Section 2.2(a).

"Site" means portion of the Building and the Property leased to Lessee hereunder and on which the Solar Facility will be located, as further described on Exhibit B.

"Site Plan" means the general layout of the Solar Facility at the Site, attached to Exhibit B.

"Solar Easement" has the meaning established in Exhibit C.

"Solar Facility" means the photovoltaic solar power generation facility, interconnection facilities and related equipment and installations to be developed, constructed, interconnected, commissioned, owned, operated and maintained by Lessee at the Site in accordance with this Lease as further described in Exhibit D.

"Solar Facility Design" means the Solar Facility drawings prepared for purposes of obtaining a building and electrical Permits, including structural drawings stamped by a professional engineer.

"Taking" has the meaning established in Section 11.1.

"Tax Incentives" means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits, (d) tax exemptions or abatements, and (e) similar tax credits or grants under federal, state or local law relating to the construction, ownership, existence or production of energy from the Solar Facility.

"Term" has the meaning established in Section 3.1.

**"**Roof Replacement**"** has the meaning established in Section 4.2(c).

"Utility" means the electric distribution company that provides electric services to the Property.

Section 1.2 Interpretation. In this Lease, unless the context requires otherwise, the singular includes the plural and the plural the singular; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; the word "or" shall be interpreted to mean "and/or" rather than "either/or"; references to Sections (or subdivisions of Sections), Exhibits, or Schedules are to those of this Lease unless otherwise indicated and are incorporated herein; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such agreements or instruments, and references to Persons include their respective successors and assigns.

## SECTION 2
## LEASE AND EASEMENTS; RENT

Section 2.1 Grant of Leasehold Interest. Effective as of the Effective Date and subject to the terms hereof, Lessor hereby grants, demises and leases the Site to Lessee, and Lessee hereby leases the Site from Lessor, for the Permitted Use and for such other activities necessary and incidental to the Permitted Use, TO HAVE AND TO HOLD the Site, together with all rights, privileges, easements, and appurtenances thereunto belonging and attaching.

Section 2.2 Easements and Related Rights.

(a) Easements. Effective as of the Effective Date and subject to the terms hereof, Lessor hereby irrevocably grants and conveys to Lessee for the Term each of the Easements.

(i) Construction Easement. A temporary easement for the Construction Period (and any subsequent period of maintenance or repair involving construction activities, if applicable) on, over and across those areas of the Property (including the Building) shown in Exhibit C for access, staging, storage and laydown in connection with the construction, installation, interconnection, maintenance, repair and removal of the Solar Facility, including tools, materials and equipment, and for parking construction crew vehicles and temporary construction trailers and facilities reasonably necessary in connection with such activities (the "Construction Easement"). Lessee shall have the right to grant a sub-easement in the Construction Easement to the Utility if the Utility will be installing any equipment on the Property or the Interconnection Easement as required in order to interconnect the Solar Facility to the electricity grid.

(ii) Interconnection Easement. A non-exclusive easement on, over, through, or under certain portions of the Property (including the Building) shown in Exhibit C ("Interconnection Easement Area") to install, interconnect, use, maintain, repair and operate cables, poles, network connections, data acquisition systems, telecommunications systems, electrical wiring, wire management systems, electric meters, power distribution boxes, connecting hardware and other equipment and materials used by Lessee for communications equipment or to interconnect the Solar Facility with the electric power grid (the "Interconnection Easement"). Lessee shall have the right to grant a sub-easement in the Interconnection Easement to the Utility if necessary for the Utility to install and maintain its equipment thereon as required to interconnect the Solar Facility with the electricity grid, provided that Lessee provides Lessor written notice thereof within a reasonable time following the grant of such sub-easement.

(iii) Access Easement. A non-exclusive easement and right-of-way on, over and across those areas of the Property and the Building shown in Exhibit C for vehicular and pedestrian ingress, egress and access to and from the Site and the Easements by means of (A) the now existing or hereafter constructed roads, lanes and rights-of-way on the Property, and (B) access and egress points in and to the Building (the "Access Easement").

(iv) Solar Easement. An exclusive easement and right on and over the Property to evaluate, develop, capture, use and convert all solar energy resources found on, about, over, across and at the Site, including the sole and exclusive right to the free and unobstructed

Insolation and flow of solar energy resources on, about, over and across the Property to the Site (the "Solar Easement").

(b) Lessor Easements. To the extent that Lessor holds or has the right to use any access, utility, transmission, water or other easements, rights of way over lands in the general vicinity of the Property (the "Lessor Easements") and such Lessor Easements could be used by Lessee consistent with the Permitted Use, then Lessee shall be entitled to use such Lessor Easements if and to the extent that such use is within the scope of the Lessor Easements and provided that such use does not interfere with Lessor's use of the Lessor's Easements. At the request of Lessee at any time during the Term, Lessor shall grant to the Lessee in writing, in recordable form and containing such terms and provisions as reasonably may be requested by Lessee, for no additional consideration, one or more sub-easements of Lessor Easements (each, a "Lessor Sub-easement"). The term of each Lessor Sub-easement shall run concurrently with the Term (or for such shorter period as the term of the applicable Lessor Easement), and shall terminate upon the expiration or termination of the Term or the term of the Lessor Easement, as applicable.

(c) Contractors, etc. Subject to the requirements set forth in this Lease, including notice, Lessor acknowledges that from time to time Lessee's contractors and their subcontractors and other invitees may access and enter upon the Site, the Building, and the Easements in order to construct, install, interconnect, operate, maintain, and repair the Solar Facility and related equipment and provide other services to Lessee or conduct other activities for or on behalf of Lessee in connection with the Solar Facility.

Section 2.3 Removal License. Lessor hereby grants to Lessee a license to access and enter upon and occupy the Site, the Building, and the Easements following the expiration of the Term or earlier termination of this Lease for the purpose or removing the Solar Facility in accordance with Section 5.1 (the "Removal License"). The Removal License shall survive the expiration or termination of this Lease.

Section 2.4 General Terms Relating to the Easements. As to each Easement and Lessor Sub-Easement granted herein, (a) to the extent permitted by Applicable Law, it shall be appurtenant to the leasehold, (b) it shall run with the land and inure to the benefit of and be binding upon Lessor and Lessee, (c) no act or failure to act on the part of the Lessee shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by Lessee of the applicable instrument effective to release such Easement or Lessor Sub-Easement, which Lessee shall promptly record following the termination of the applicable Easement or Lessor Sub-Easement as provided herein, (d) nonuse of any such Easement or for any period of time shall not prevent the future use of such Easement for any allowable purpose, and (e) Lessor shall not allow any use of the Easements by any other Person that could interfere with or limit Lessee's use thereof as provided herein.

Section 2.5 Rent. Lessee shall pay to Lessor the annual Rent in the amount set forth in the Schedule 2, payable in quarterly installments. The first payment of Rent shall be due on the first Business Day of the calendar quarter following the Commercial Operation Date for the portion of the calendar quarter from the Commercial Operation Date to the end of such calendar quarter, and each subsequent payment of Rent shall be made on the first day of each calendar quarter of the Term thereafter for the previous calendar quarter. If the Term expires or is earlier terminated

on a day other than the last day of a calendar quarter, then Rent payable for such calendar quarter shall be prorated in proportion to the number of days elapsed and remaining in such calendar quarter.

Section 2.6 Modified Descriptions of Site and Easements. If Lessee obtains a recordable survey of the Building or any of the Easements, Lessee will provide a copy of such survey to Lessor, and such survey or the legal descriptions included therein shall be deemed to replace the descriptions of the Site or the Easements, as applicable, in Exhibit B or Exhibit C, respectively, and the Site and the Easements shall thereafter be as described in Exhibit B or Exhibit C as modified.

Section 2.7 Memoranda. Within ten (10) Business Days following the request of Lessee, Lessor shall execute and deliver to Lessee any documents or instruments reasonably requested by Lessee in form for recordation in the land records of the applicable jurisdiction to evidence the interest granted hereunder in the Site and the Easements, and any amendments, which may include (or replace) the descriptions of the Site and Easements as provided herein. Lessor shall have the right, at Lessor's sole cost and expense, to record in the land records of the applicable jurisdiction a termination of the interest granted hereunder in the Site and the Easement, and any amendments ("Termination of Memorandum of Lease") upon the expiration of this Lease (subject to any options in favor of Lessee to extend or renew the Term) or upon the earlier termination of this Lease (subject to applicable notice and cure rights in favor or Lessee). Within ten (10) Business Days following Lessor's request, Lessee shall properly execute and notarize such Termination of Memorandum of Lease at any time following such expiration or earlier termination of this Lease.

## SECTION 3
## TERM AND TERMINATION

Section 3.1 Term. This Lease is effective as of the Effective Date and, unless this Lease is terminated pursuant to the terms hereof, it shall continue until the expiration of the Operations Period, as the Operations Period may be extended by any Extension Period. The Construction Period and the Operations Period are collectively referred to herein as the "Term".

Section 3.2 Construction Period Activities. During the Construction Period, Lessee may conduct any and all activities necessary and incidental to the construction and installation of the Solar Facility, including completing its due diligence investigation of the Site and the Property and other studies related to the Solar Facility, and obtaining Permits. Lessor shall cooperate with Lessee as reasonably requested in connection with such activities, including promptly providing information or documentation required to support permitting and other approvals for the Solar Facility. Lessee shall deliver the Solar Facility Design and construction schedule to the Lessor at least sixty (60) days prior to Lessee's commencement of construction at the Site.

Section 3.3 Early Termination. Notwithstanding anything in this Lease, Lessee may terminate this Lease by giving not less than one hundred and twenty (120) days notice to Lessor, in which event this Lease shall terminate as of the date specified in such notice. If such termination occurs following the Commercial Operation Date, then Lessee shall pay to Lessor the Rent accrued to the date of termination plus an amount equal to Rent that would otherwise have been payable

for the four quarters following such termination.. Neither party shall have any liability by reason of such termination and shall thereafter have no further rights or obligations under this Lease other than as provided in this Section 3.3 and Section 5.1(d) (if applicable) and any other rights or obligations arising prior to such termination.

## SECTION 4
## PERMITTED USE; DESIGN REVIEW

Section 4.1 Permitted Use. Lessee may use the Site (a) to develop, construct, interconnect, own, operate, maintain, modify, repair, replace, and remove the Solar Facility, (b) for all activities necessary and incidental to the production and delivery of electricity, capacity, Environmental Attributes, and any related products and services attributable to the Solar Facility, and (c) for such other uses as are reasonably and customarily related to such activities and the exercise of its other rights in respect of the Site provided herein (the "Permitted Use"). The Permitted Use includes construction and installation of structural elements to physically support equipment or components of the Solar Facility, including hardware, racking, and other elements used to attach the solar modules and other components at or to the Site. Lessee may implement reasonable security measures to control and monitor access to the Site, including posting signs and installing lighting and cameras. Lessee shall use and occupy the Site and the Easements in compliance in all material respects with Applicable Laws and Permits.

Section 4.2 Solar Facility Design; Design Review.

(a) Lessee will design and engineer the Solar Facility (i) based on inspections of the Building undertaken by Lessee, and (ii) in compliance with Applicable Law. Lessee shall deliver the Solar Facility Design to Lessor's Engineer for review at least sixty (60) days prior to Lessee's commencement of construction at the Site, which review shall be limited to confirmation that the Solar Facility Design complies with Applicable Law, the structural characteristics of the Site, and the Roof Warranty, and that the Solar Facility would not unreasonably interfere with Lessor's use of or operations at the Building as currently conducted. Lessor shall have thirty (30) days from receipt of the Solar Facility Design to review the Solar Facility Design and deliver any comments in writing, which comments shall be accompanied by supporting materials. If Lessor provides comments, Lessee shall address such comments to reasonably demonstrate that the Solar Facility will comply with Applicable Law, comply with the Roof Warranty and will not unreasonably interfere with Lessor's operations at the Building as currently conducted, and shall submit the revised Solar Facility Design to Lessor and Lessor's Engineer. Lessor may review such changes on the same basis and procedure as the review of the previous Solar Facility Design as provided in this Section 4.2. Lessee may request as a condition of the construction or any modification of the Solar Facility that the provider of the Roof Warranty confirm in writing that the Solar Facility, as described in the Solar Facility Design, or any modification thereof, complies with and will not void or otherwise affect the Roof Warranty, and Lessor shall reasonably cooperate with Lessee to obtain such confirmation.

(b) Lessee will provide Lessor with "as-built" drawings of the Solar Facility within ninety (90) days following the Commercial Operation Date.

(c) Lessor and Lessee acknowledge that Lessor is planning to replace the roof of the building, at Lessor's sole cost and expense, prior to the construction of the Solar Energy Facility (the "***Roof Replacement***"). Lessor agrees that it will provide Lessee with all plans and specifications that it has available relating to the Roof Replacement for Lessee's reasonable approval. Lessee's approval shall be limited to confirmation that the Roof Replacement complies with Lessee's planning and installation of the Solar Energy Facility. In addition, Lessor agrees to obtain a warranty for the new roof and/or enter into a roof maintenance agreement on the new roof and Building and to provide a copy of such warranty or maintenance agreement to Lessee.

## SECTION 5
## COVENANTS; REPRESENTATIONS AND WARRANTIES

Section 5.1 Covenants of Lessee. Lessee covenants to Lessor as set forth in this Section 5.1.

(a) Compliance with Applicable Law and Roof Warranty. Lessee shall comply in all material respects with all Applicable Laws and the Permits. The Solar Facility shall be constructed and operated in a manner that does not unreasonably interfere with the ongoing operations at the Building, does not penetrate the roof or roof membrane (except as shown in the Solar Facility Design), and does not cause the termination of the Roof Warranty, which, if requested by Lessee, shall be established by the written confirmation of the provider of the Roof Warranty as provided in Section 4.2.

(b) Construction. Lessee shall or shall cause the Solar Facility to be constructed, installed, operated and maintained in accordance with Good Solar Industry Practices and in compliance at all times with Lessor's reasonable health, safety and security policies provided to Lessee and that do not unreasonably interfere with the construction, installation, interconnection, operation or maintenance of the Solar Facility.

(c) Maintenance. Lessee shall use commercially reasonable efforts to maintain the Site and the Easements (to the extent of Lessee's use thereof) in an orderly and clean condition. In addition, if the Solar Facility will interconnect to the Building electrical system, then Lessee shall be responsible for any modifications or upgrades to the Building electrical system required as shown in the Solar Facility Design for such interconnection and shall maintain such upgrades or modifications during the Term. Lessee will provide Lessor with notice at least forty-eight (48) hours prior to accessing the Building for the maintenance or repair of the Solar Facility, except that in the case of an emergency, Solar Facility outage, or to respond to a Utility directive, Lessee will provide such notice as is reasonably practicable in the circumstances. Lessee will promptly notify Lessor of any condition of the Solar Facility of which it is aware that could reasonably be expected to adversely affect the Building. Other than in the event of an emergency, Lessee will not make any alterations or repairs to the Solar Facility that could reasonably be expected by Lessee to have or cause a material adverse effect on the operation or maintenance of the Building without Lessor's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Lessee shall be responsible for any damage to the Site or Building caused by Lessee and shall promptly inform Lessor of such damage. Upon the request of Lessor, Lessee shall promptly and adequately repair all damage to the Site and Building caused by Lessee, other than ordinary wear and tear.

(d) Removal. Within one hundred twenty (120) days after the expiration of the Term or earlier termination of this Lease as provided herein, Lessee, at its sole cost and expense, shall decommission and remove the Solar Facility installed as provided in Section 2.2(c) from the Site and, to the extent applicable, the Easements. Lessee shall remove any remaining debris and equipment from the Site and the Property following the removal and Lessee shall reasonably restore the Site to its condition existing prior to Lessee's installation of the Solar Facility, other than ordinary wear and tear. Lessee shall remove any remaining debris and equipment from the Site and the Premises following the removal. If Lessee does not remove or commence and continue efforts to remove the Solar Facility within such one hundred twenty (120) day period, then the Solar Facility shall be deemed abandoned by Lessee. The Lessor shall give Lessee written notice of abandonment and state that Lessee's rights under this Lease shall expire and terminate on the date specified in such notice, which shall be no earlier than an additional thirty (30) days following such notice, and on and following the date specified, at Lessor's sole discretion, (i) Lessor shall have the right to assume title to the Solar Facility and Lessee shall thereupon have no further liability in respect thereof, or (ii) within a further ninety (90) days, Lessor may remove the Solar Facility or other improvements at Lessee's cost and in a commercially reasonable manner in accordance with Applicable Law. For the avoidance of doubt, and if applicable, Lessee shall have no obligation to (x) remove (A) supports, anchors, penetrations, conduits, or other similar ancillary equipment if, in Lessee's reasonable determination, such removal could cause harm or damage to the Site, the Building, or the Easements, or (B) any below-grade foundations or underground, buried, or covered conduits and cabling installed by Lessee at the Site (including equipment installed on or in the Building), or at the Easements, all of which shall be decommissioned in accordance with Applicable Law and abandoned in place, (y) restore any improvements removed or modified in connection with the Permitted Use, or (z) replant any vegetation removed in connection with the Permitted Use.

Section 5.2 Covenants of Lessor. Lessor covenants to Lessee as set forth in this Section 5.2.

(a) Quiet Enjoyment. Lessor covenants that Lessee shall at all times during the Term peaceably and quietly have, hold, and enjoy the Site and the Easements without hindrance or disturbance of any kind by Lessor or any Person claiming by, through, or under Lessor. Subject to the terms of this Lease, Lessor shall protect and defend the right, title, and interest of Lessee hereunder from any other rights, interests, title and claims. Without limiting the generality of the foregoing, Lessee shall have quiet and peaceful possession of the Site and the Easements and the exclusive right of occupancy of the Site.

(b) Repair and Maintenance. Lessor shall maintain and repair the Property as would a prudent owner, including the roof and structure of the Building, in a manner sufficient to allow for the safe exercise of the Permitted Use during the Term, including normal repairs, maintenance and, if necessary, replacement of the rooftop including the portion of the rooftop within the Site. Lessor shall not make any alterations to the Building that could reasonably be expected to cause a material adverse effect on the Insolation, or on the operation and maintenance of the Solar Facility without Lessee's prior written consent in its sole discretion. If Lessor wishes to make any alterations, or repairs or maintenance that reasonably could be expected to result in a material adverse effect to the Insolation or to the operation and maintenance of the Solar Facility, then Lessor and Lessee shall work in good faith to determine wither such alteration, repairs or

maintenance could be implemented in a manner that avoids any adverse effect on the Solar Facility; provided that in all cases, and notwithstanding any such advice, Lessor shall be responsible for all damage to the Solar Facility or reduction in the output of the Solar Facility based on historic performance or, if such event occurs during the first two years of the Operations Period, on the Expected Output, resulting from such alterations or repairs. To the extent that

[redacted]

(c) Utilities. Lessor shall make available to Lessee as may be reasonably requested by Lessee from time to time throughout the Term, and Lessee may use in connection with the Permitted Use, all electricity and water services located at the Site.

(d) Cooperation; Access.

(v) Lessor shall (A) provide Lessee and its subcontractors, consultants, agents and representatives with reasonable access to the Property for the purpose of designing the Solar Facility, including conducting related inspections and studies (including structural inspections of the Building's roof), and accessing relevant documents, materials, and records of Lessor related to the Property or the Building, (B) comply with Lessee's reasonable requests for information about the Building (including a copy of the roof warranty as then in effect) and access to the Building for purposes of designing and installing the Solar Facility, and (C) cooperate, at Lessee's sole cost and expense, with Lessee's reasonable requests to assist Lessee in obtaining any necessary agreements and Permits, including (1) any zoning, land use, environmental, building, and other Permits required to construct, install, interconnect, operate, and maintain the Solar Facility and (2) any agreements and approvals from the Utility necessary in order to interconnect the Solar Facility to the Building's electrical system or the Utility's electric distribution system.

(vi) Lessor will not, and will not permit other Persons to conduct activities on, in or about the Property that Lessee determines in its reasonable discretion may damage, impair, or otherwise adversely affect the Solar Facility or that could cause injury to persons.

(vii) Lessor acknowledges that the free and unobstructed flow of sunlight ("Insolation") to the Solar Facility is essential to the value to Lessee of the leasehold granted hereunder and is a material inducement to Lessee in entering into this Lease. Without limitation of the Solar Easement, Lessor shall not interfere nor permit any interference with Insolation at the Site, and without limitation, Lessor shall not construct or permit to be constructed any structure, or any modification to any structure (including the Building), that could adversely affect Insolation, nor shall Lessor permit the growth of foliage that could adversely affect Insolation, or emit or permit the emission of suspended particulate matter, smoke, or steam or other airborne impediments to Insolation, whether on the Property or any adjacent or nearby property owned or controlled by Lessor or any Affiliate of Lessor. Lessor shall notify Lessee if Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Site, and Lessor shall cooperate with Lessee to preserve current levels of Insolation at the Site. The Parties acknowledge that (A) Lessee would be irreparably harmed by a breach of this Section 5.2(d)(vii), (B) an award of monetary damages would be inadequate to remedy such a breach, and (C) Lessee shall be entitled to seek equitable relief, including specific performance, to compel compliance with the provisions of this Section 5.2(d)(vii). In addition, Lessor hereby grants to Lessee the right, with prior notice to Lessor, to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant, or other vegetation on the Property to the extent it obstructs or limits Insolation to the Site, at Lessor's cost, including by set off from amounts payable by Lessee to Lessor.

Section 5.3 Representations of Lessee. As of the Effective Date, Lessee represents and warrants as follows:

(a) The execution and delivery by Lessee of, and the performance of its obligations under this Lease have been duly authorized by all necessary action, do not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Lessee, or any valid order of any court, or regulatory agency or Governmental Authority to which Lessee is subject.

(b) This Lease constitutes a legal and valid obligation of Lessee, enforceable against Lessee except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally, and general principles of equity whether such enforceability is considered in a proceeding in equity or at law, and as may be otherwise provided for in this Lease.

Section 5.4 Representations of Lessor. As of the Effective Date, Lessor represents and warrants as follows:

(a) The execution and delivery by Lessor of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not violate any provision of, or constitute a default under, any indenture, mortgage, lease or other material agreement binding on Lessor, or any valid order of any court, or regulatory agency or Governmental Authority to which Lessor is subject.

(b) This Lease constitutes a legal and valid obligation of Lessor, enforceable against Lessor except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally, and general principles of equity whether such enforceability is considered in a proceeding in equity or at law, and as may be otherwise provided for in this Lease.

(c) Lessor is not bankrupt or insolvent, and Lessor has no reasonable basis to believe that it will become bankrupt or insolvent during the Term.

(d) Lessor has good and marketable fee simple title to the Property and the Building. Lessor represents that there are no covenants, restrictions, rights of way, leases, licenses, easements, or other encumbrances affecting the Property or the Building that could prevent, limit, or adversely affect Lessee's use of the Site for the Permitted Use and its exercise of its other rights hereunder. Except as set forth as a matter of public record, there are no Mortgages, liens, or other encumbrances affecting the Site, the Easements, or the Building.

(e) Lessor has paid all taxes assessed on the Property, the Building, and any fixtures or improvements thereon or thereat that are due and payable. No rollback or similar payments will be payable in connection with the Permitted Use.

(f) Attached hereto as Exhibit E is a true, complete and correct copy of the Roof Warranty.

## SECTION 6
## TITLE; LIENS

Section 6.1 Title to the Solar Facility. The Solar Facility and all components, equipment and materials thereof and ancillary thereto, and all alterations, additions, and improvements thereto is, are and shall remain the personal property of Lessee ("Lessee Property"). For the avoidance of doubt, the Lessee Property shall not include the real property interests in the Site and the Easements granted pursuant to this Lease, No Lessee Property shall be deemed a fixture to the Building or the Property, or be deemed the property of Lessor, nor shall Lessor, nor anyone claiming an interest in the Building or the Property

Section 6.2 (including any present or future Mortgagee) have any rights in or to the Lessee Property at any time. Lessor shall have no ownership or other interest in the Lessee Property. Lessor hereby waives any statutory or common law lien that it might otherwise have in or to Lessee Property or any portion thereof regardless of the means or manner in which the Solar Facility is installed at the Site.

Section 6.3 Incentives. As between Lessor and Lessee, Lessee shall own all Environmental Attributes and be entitled to the benefit of all Tax Incentives in connection with the Solar Facility.

Section 6.4 Liens.

(a) Liens Caused by Lessor. Lessor shall not cause, create, incur, assume, suffer to exist or permit any lien or encumbrance (including any lender's, mechanic's, laborer's or

materialman's lien) affecting the Solar Facility or the Site. Lessor will promptly give Lessee written notice of such lien and will promptly take such action as is necessary or appropriate to have the lien discharged and removed of record. Lessor shall be solely responsible for any and all costs and expenses incurred in discharging and releasing such lien.

(b) Liens Caused by Lessee. Lessee shall not cause, create, incur, assume or suffer to exist any lien or encumbrance (including any lender's, mechanics', labor or materialman's lien) affecting the Building (other than the Lessee Property or Lessee's interest in this Lease and the rights in the Site granted hereunder). Lessee will promptly give Lessor written notice of any such lien and will promptly take such action as is necessary or appropriate to have the lien discharged and removed of record. Lessee shall be solely responsible for any and all costs and expenses incurred in discharging and releasing such lien.

(c) Removal of Liens. If any lender's, mechanic's, laborer's or materialman's lien shall at any time be filed against the Building, the Site or the Lessee Property in breach of Section 6.3(a) or Section 6.3(b), the Party responsible for the discharge thereof (the "Discharging Party") shall cause, within sixty (60) days after receiving notice of the filing thereof, such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If the Discharging Party fails to cause such lien to be discharged within such period, then, in addition to any other right or remedy in respect thereof, the other Party may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. The costs and expenses reasonably incurred by such Party in connection with such actions, shall be paid by the Discharging Party within sixty (60) days of such Party's delivery to the Discharging Party of an invoice therefor together with supporting documentation of such costs and expenses, and without limitation of such Party's remedies, may be set off from any amounts owing to the Discharging Party hereunder.

## SECTION 7
## HAZARDOUS MATERIALS

Section 7.1 Hazardous Materials.

(a) In granting this Lease, Lessor does not intend that Lessee becomes liable for any past, present or future contamination or pollution or breach of any applicable Law pertaining to the existence, use, storage or disposal of Hazardous Materials, if any, located on or related to the Building or the Property, including the Site and land beneath. Accordingly, Lessor assumes full liability for any contamination or pollution or violation of Environmental Law applicable to the existence, use, storage or disposal of Hazardous Materials on, in, under or through the Building or the Property, other than in connection with Hazardous Materials brought to the Building or the Property by or on behalf of Lessee or its contractors, if any.

(b) Lessee and its contractors shall bring Hazardous Materials to the Property only as reasonably necessary in connection with and to the extent necessary for the Permitted Use. Lessee shall and shall require its contractors to transport, use and dispose of Hazardous Materials brought to the Property, if any, in accordance with all applicable Environmental Laws.

(c) If Lessee becomes aware of any Hazardous Materials existing on the Property, Lessee shall promptly notify Lessor, and if the presence of such Hazardous Materials results in or could reasonably be expected to have any adverse effect on the Permitted Use or in any liability to Lessee, Lessee may, in its sole discretion, request that Lessor remediate the affected portion of the Property within a reasonable period, taking into account the scope of the remediation, in accordance with Environmental Laws and the requirements of any applicable Governmental Authority. Lessee may suspend construction or operation of the Solar Facility and its performance hereunder until such time as Lessor has fully remediated the Property. Rent shall be abated for the period of such suspension, and at Lessee's request, the Operations Period, if then in effect, shall be extended for a period equal to the duration of the suspension. Nothing in this Section 7.3 limits either Party's indemnity obligations in Section 15.

(d) Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Material on or about the Solar Facility generally or any deposit, spill or release of any Hazardous Material.

## SECTION 8
## TAXES

Section 8.1 Tax Obligations of Lessee. Lessee shall pay on or prior to the due date therefor all personal property taxes and assessments levied against the Solar Facility. Lessee shall be entitled to seek and obtain any tax exemption or tax abatement applicable to the Solar Facility or the Site, including entering into an agreement for payments in lieu of taxes. At Lessee's request, Lessor shall cooperate with and use commercially reasonable efforts to assist Lessee (at no cost to Lessor) in obtaining tax exemptions or tax abatements applicable to the Solar Facility and, if applicable, the Site.

Section 8.2 Tax Obligations of Lessor. If applicable, Lessor shall pay, when due, all real property taxes and assessments levied against the Building or the Property and all personal property taxes and assessments levied against any personal property and improvements owned or operated by Lessor and located on the Building or Property. If Lessor fails to pay any such taxes or assessments when due, and without limitation of Lessee's rights hereunder, Lessee may, at its option and following reasonable prior notice to Lessor, pay those taxes and assessments and any accrued interest and penalties, and set off such amounts paid from any amounts due to Lessor under this Lease.

## SECTION 9
## LESSOR'S RIGHT OF ENTRY

Section 9.1 Access to Site and Easements.

(a) Lessor's personnel shall have the right to enter the Site, at its own risk, with not less than two Business Days' prior notice to Lessee, and, without limitation of Section 5.2(b), only as may be necessary in connection with the maintenance or repair of the Site, provided that such access does not interfere with or affect the operation of the Solar Facility, and provided that except in cases of emergency as provided in Section 9.1(b), Lessor's personnel shall be accompanied by a representative of Lessee while present on the Site.

(b) Notwithstanding Section 9.1(a), in the event there arises any condition at the Site that creates a reasonable likelihood of imminent serious injury to persons or damage to property, and Lessor is unable to timely contact Lessee or Lessee is unable to timely mitigate the potential impacts, Lessor and its authorized representatives may enter on the Site to take such immediate action as it reasonably determines is necessary under the circumstances to avoid such injury or damage, and in doing so shall comply with all guidance that has been provided by Lessee. Lessor shall promptly notify Lessee of such condition and the actions taken. Lessor shall have no liability to Lessee in such event for its reasonable actions taken to mitigate the potential for immediate impacts of such condition.

(c) No Lessee Liability. While present on the portions of the Site or the Easements where the Solar Facility or related equipment is located, Lessor's personnel and invitees shall not touch, interfere with or otherwise in any way affect the Solar Facility or any related equipment and shall comply with all safety requirements posted or otherwise communicated to such Persons. To the fullest extent allowed by Applicable Law, Lessor waives for itself and on behalf of its personnel and invitees any liability of Lessee and its contractors and other vendors for any injury to such Persons or damage to property in connection with such Person's access to or presence on the Site or the Easements. Except as provided in Section 9.1(b), Lessor shall be liable for any damage to the Site, the Building, or the Solar Facility occurring in connection with such access by its personnel or invitees.

## SECTION 10
## CASUALTY

Section 10.1 Casualty Affecting the Solar Facility. In the event that the Solar Facility is materially damaged or destroyed in whole or part such that the Solar Facility is unable to safely and economically operate at its design capacity at the Site, Lessee may determine whether and to what extent to repair or restore the Solar Facility and shall notify Lessor of such determination within ninety (90) days following the relevant event. If Lessee determines not to repair or restore the Solar Facility and to cease operation of the Solar Facility, then Lessee's notice to Lessor may include its election to terminate the Lease as of the date specified in such notice. Following such termination, Lessee shall remove the Solar Facility as provided in Section 5.1(d). If Lessee elects to repair the Solar Facility, then at Lessee's request, (a) the Operations Period, if then in effect, shall be extended as requested by Lessee up to a period equivalent to the period during which the Solar Facility was unable to fully operate and (b) Lessee shall commence the restoration of the Solar Facility within ninety (90) days after Lessee's receipt of (i) the insurance proceeds with respect to such casualty (if insurance proceeds are available for the applicable event) and (ii) all Permits required to restore the Solar Facility and return the Solar Facility to regular commercial operation.

Section 10.2 Casualty Affecting the Site. If all or substantially all of the Building is damaged by fire or other casualty such that the Solar Facility is damaged or is otherwise unable to safely and economically operate at its design capacity at the Site (regardless whether or not the Solar Facility was damaged in connection with the same event), then Lessor shall notify Lessee within ninety (90) days following the relevant event whether it will repair or restore the Building such that the Solar Facility is able to safely operate at its design capacity. If Lessor determines not to repair or restore the Building, then Lessor's notice to Lessee may include its election to

terminate this Lease as of the date specified in such notice. If this Lease is not terminated as provided in the preceding sentence, then Lessor shall restore the Building to substantially its former condition prior to such damage, and this Lease shall remain in full force and effect; provided that (a) if it is determined or reasonably likely that the restoration of the Building will not be completed within six (6) months, then Lessee shall have the right to terminate this Lease by notice to Lessor or (b) Rent shall be proportionally abated to the extent the Solar Facility is unable to generate or deliver electricity from the date of occurrence of the damage to the date that either this Lease is terminated or the Solar Facility is restored on the Site and is in regular commercial operation. If Lessor elects to repair the Building, then (a) the Operations Period, if then in effect, shall be extended as requested by Lessee up to a period equivalent to the period during which the Solar Facility is unable to fully operate, and (b) Lessor shall commence the restoration of the facility within ninety (90) days after Lessor's receipt of (i) the insurance proceeds with respect to such casualty (if insurance proceeds are available for the applicable event) and (ii) all Permits required to restore the Building, and shall proceed with due diligence to complete the restoration of the Building.

Section 10.3 Excused Performance. Without limitation of Section 10.1, in the event and for so long as Lessee is hindered, delayed or prevented from constructing or operating the Solar Facility in whole or part or in performing any of its obligations hereunder by reason of unusually severe natural or climatic occurrences, strikes, lockouts, unavailability of materials or equipment, unavailability of utilities services, governmental action (including a Change in Law) or inaction, casualty, riots, insurrections, war, epidemics, or the acts or omissions of Lessor, or other similar events or conditions, in all such events, which Lessee could not have avoided and to the extent such event could not be mitigated by the exercise of reasonable diligence, then performance of Lessee's obligations to the extent affected by such event or condition shall be excused for the applicable period, including the payment of Rent, which shall be proportionally abated to the extent the Solar Facility is unable to generate or deliver electricity during such period. The then-effective Term (and the underlying Construction Period or Operation Period then in effect) shall be extended as requested by Lessee up to a period equivalent to the period during which the Solar Facility was unable to fully operate.

## SECTION 11
## CONDEMNATION

Section 11.1 Taking. If either Party receives notice of any proceedings for the taking or condemnation of all or a portion of the Building or Property or any circumstance that could result in the material impairment of Insolation at the Site (a "Taking"), the Party receiving such notice shall promptly give notice to the other Party, and such other Party may also appear in such proceeding. In the event of a permanent Taking, Lessee may determine in its sole discretion that the continued use and occupancy of the remainder of the Site and Easements cannot reasonably be made to be safe, economically viable, structurally sound, and otherwise feasible for the Permitted Use, and in such case may terminate this Lease unless modifications can be made to the Site or Easements to provide for the Permitted Use. In the event of a Taking, each Party shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. If the condemning authority does not make separate awards, the award will be allocated on a proportionate value basis. If the Parties are unable to agree as to such proportion, then each Party shall select a recognized and neutral

independent appraiser experienced in the appraisal of real estate and solar power facilities who shall determine the allocation. The cost of the appraiser shall be borne equally by the Parties. Nothing herein shall limit the rights of either Party to participate in such condemnation proceedings or seek specific compensation from a condemning authority.

## SECTION 12
## INSURANCE

Section 12.1 Insurance. At all times during the Term hereof, the Parties shall maintain the insurance policies and coverages as set forth in Schedule 3.

Section 12.2 [redacted]

## SECTION 13
## FINANCING PARTY PROTECTIONS; LESSOR MORTGAGES

Section 13.1 Collateral Assignment.

(a) Lessee may collaterally assign, pledge, mortgage or grant a security interest to and/or otherwise encumber in favor of any Financing Party, as security for any financing of the Solar Facility, all of Lessee's right, title and interest in (i) this Lease, (ii) the Site, (iii) the Easements, (iv) the Solar Facility and (v) any other property owned by Lessee and located at the Building, all without the consent of Lessor. Lessee shall provide Lessor notice of any such assignment, pledge, mortgage or grant of a security interest or other encumbrance in favor of a Financing Party within a reasonable time thereafter. Lessee may obtain, at its sole expense, a survey or title insurance policy insuring its leasehold interest in and to the Site and its easement interest in the Easements.

(b) Any Financing Party may (i) enforce its rights under its leasehold mortgage or other loan and security documents that encumber or otherwise convey a security or other interests in and to the property and assets of Lessee, including Lessee's leasehold interest in the Site and easement interest in the Easements and its rights, title and interests in and to this Lease, the Solar Facility, and all other improvements, equipment and other personal property of Lessee

located at the Site and within the Easements, (ii) acquire title to Lessee's interest in the Site and the Easements under this Lease in any lawful way, (iii) pending foreclosure of such interests, take possession to the extent of Lessee's interest therein, in the Site and the Easements, and (iv) obtain, at such Financing Party's or Lessee's sole expense, a title insurance policy insuring such interests in favor of the Financing Party. If a Financing Party acquires title to Lessee's interest in this Lease by lawful means, including by foreclosure, then the Financing Party may assign this Lease to its designee.

Section 13.2 Estoppel Certificates.

(a) Lessor shall from time to time, within ten (10) days after receipt of Lessee's written request therefor, deliver to Lessee a written statement addressed to Lessee and/or to any Financing Party (as specified by Lessee) (each an "Estoppel Certificate") certifying such matters as the following: (i) that the Lease is unmodified and in full force and effect (or if modified, a brief description of such modification and that this Lease as so modified is in full force and effect); (ii) that the Lease attached to the Estoppel Certificate is a true and correct copy of this Lease as then in effect; (iii) that to the knowledge of Lessor, Lessee has not previously assigned or encumbered its rights or interests in this Lease, except as described in such Estoppel Certificate; (iv) the term of this Lease and the Rent then in effect; (v) the date through which Lessee has paid Rent; (vi) that to Lessor's knowledge, Lessee is not in breach of this Lease and no Event of Default is continuing hereunder (or, if applicable, a description of such breach or Event of Default); and (vii) such other matters as are reasonably requested by the Financing Party.

(b) Without limitation of Lessee's rights and remedies arising out of Lessor's failure to timely provide an Estoppel Certificate, such failure by Lessor to deliver an Estoppel Certificate shall be conclusive evidence that (i) this Lease is in full force and effect, without modification except as may be represented by Lessee, and (ii) that there are no uncured defaults by Lessee or Lessor hereunder.

Section 13.3 Subordination and Non-Disturbance.

(a) In the event that Lessor grants any mortgage, deed of trust or other security instrument (collectively, the "Mortgages", individually, a "Mortgage") that encumber some or all of the Building, the Site or the Easements to certain Persons (each such Person, a "Mortgagee").

(b) For each Mortgage that is in effect or of record on or prior to the effective recordation in the applicable land records of memorandums with regard to this Lease and the Easements, Lessor will obtain from the Mortgagee within thirty (30) days of Lessee's request, a reasonable and customary subordination and non-disturbance among Lessor, such Mortgagee and Lessee pursuant to which (i) Lessee confirms that this Lease is subordinated to the Mortgage granted to such Mortgagee and the Lessee will attorn to such Mortgagee in the event that the Mortgagee acquires title to the Building and (ii) such Mortgagee shall honor this Lease, that the Lease shall remain in full force and effect and shall not be terminated and Lessee shall be permitted to exercise all of its rights and remedies hereunder, including in the event of foreclosure under the Mortgage to which such Mortgagee is a party.

## SECTION 14
## EVENTS OF DEFAULT

Section 14.1 Events of Default. The following events affecting the applicable Party shall each constitute an "Event of Default" as to such Party.

(a) The Party fails to perform or comply in any material respect with any agreement of such Party in this Lease (other than those specified in clauses (b), (c) and (d) of this Section 14.1), and such failure continues for thirty (30) days after receipt of written notice thereof from the non-defaulting Party; provided that, if the defaulting Party commences commercially reasonable actions to cure such failure but cannot reasonably effect such cure within the thirty (30) day period, and the breach has not and is not reasonably likely during such period to have or to exacerbate a material adverse effect on the other Party, the period to cure such breach shall be extended by an additional sixty (60) days.

(b) Any representation or warranty made in this Lease is inaccurate in any material respect and the adverse effects or potential adverse effects of such inaccuracy is not resolved within thirty (30) days of notice from the other Party.

(c) Subject, in the case of Lessee, to the rights of any Financing Party, The Party (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due, (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within forty-five (45) Business Days thereafter, (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets, (viii) causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii) inclusive; or (A) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(d) The Party assigns this Lease in whole or in part in violation of Section 17.

Section 14.2 Termination for Default; Remedies.

(a) For so long as an Event of Default is continuing, the non-defaulting Party may give written notice to the defaulting Party identifying such Event of Default and stating that this Lease shall terminate on the date specified in such notice, and this Lease shall terminate on the date specified in such notice, except that, at any time when any portion of the Solar Facility is

located on that Site or the Easements, Lessor shall not commence any action or proceeding to terminate, cancel, rescind or reform this Lease, and Lessor may exercise its remedies to seek damages in respect of Lessee's breach as provided herein; provided that, subject to the cure periods herein, if Lessee fails to pay rent due to Lessor or any unappealable damages awarded to Lessor, then Lessor may terminate this Lease by giving written notice to Lessee.

(b) Subject to the limitations in this Lease, including as provided in Section 14.2(a), each Party may exercise all rights and remedies available at law or in equity with respect to a breach of this Lease, whether or not an Event of Default has occurred or is continuing. Each Party shall have a duty to mitigate damages that it may incur as a result of the other Party's breach of this Lease.

## SECTION 15
## INDEMNIFICATION

Section 15.1 Lessor's Indemnity. To the fullest extent permitted by Law, Lessor shall defend, indemnify and hold harmless Lessee and its officers, directors, employees, contractors, agents, Affiliates, representatives and Financing Party ("Lessee Indemnitees") from and against any and all liabilities, including losses, expenses, damages, fines, penalties, court costs and reasonable attorneys' fees (collectively, "Damages") arising or resulting from the claims, demands, suits, or causes of action of third parties (collectively, "Claims") arising out of or in connection with personal injury or property damage attributable to the negligence or willful misconduct of Lessor or any Lessor Indemnitee or other Person directly or indirectly employed or engaged by Lessor; provided that Lessee Indemnitees shall not be entitled to make a claim under this Section 15.1 to the extent the applicable Claim is attributable to the gross negligence or willful misconduct of any Lessee Indemnitee. For purposes of this Section 15.1, Lessor Indemnitees and any other Person directly or indirectly employed or engaged by Lessor shall be third parties.

Section 15.2 Lessee's Indemnity. To the fullest extent permitted by Law, Lessee shall defend, indemnify and hold harmless Lessor and its officers, directors, employees, contractors agents, Affiliates and representatives ("Lessor Indemnitees") from and against any and all Damages resulting from Claims arising out of personal injury or property damage incurred by third parties and any and all fines or penalties imposed by any Governmental Authority, arising out of or in connection with personal injury or property damage attributable to the negligence or willful misconduct of Lessee or any Lessee Indemnitee or other Person directly or indirectly employed or engaged by Lessee; provided Lessor Indemnitees shall not be entitled to make a claim under this Section 15.2 to the extent that the applicable Claim is attributable to the gross negligence or willful misconduct of any Lessor Indemnitee. For purposes of this Section 15.2, Lessee Indemnitees and any other Person directly or indirectly employed or engaged by Lessee shall be third parties.

Section 15.3 Environmental Indemnification.

(a) Lessee shall indemnify, defend and hold harmless Lessor's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or in the vicinity of the Property of any Hazardous Material to the extent Lessee or any of its contractors has brought such Hazardous Material to the Property and used, stored, deposited, spilled, or released such Hazardous Materials in violation of Environmental Law.

(b) Lessor shall indemnify, defend and hold harmless lessee's Indemnified Parties from and against all Liabilities arising out of or relating to the use or existence at, on, above, below or in the vicinity of the Property of any Hazardous Material (except to the extent Lessee or its contractors brought such Hazardous Material to the Property and used, stored, deposited, spilled, or released such Hazardous Material in violation of Environmental Law).

Section 15.4 Notice. Each Party shall promptly notify the other Party of any Claim or threatened claim, demand or proceeding in respect of which it is or may be entitled to indemnification under this Section 15. Such notice shall be given as soon as reasonably practicable after the relevant Party becomes aware of the Claims or threatened claim, demand or proceeding.

Section 15.5 Defense of Claims.

(a) The Indemnifying Party shall be entitled to assume and control the defense of such claim, action, suit or proceeding at its expense with counsel of its selection, provided (i) it gives prompt notice of its intention to do so to the Indemnitee and reimburses the Indemnitee(s) for the reasonable costs and expenses incurred by the Indemnitee prior to the assumption by the Indemnifying Party of such defense and (ii) such counsel is reasonably acceptable to the Indemnitee.

(b) Unless and until the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnitee and assumes control of the defense of a claim, suit, action or proceeding in accordance with this Section 15.5, the Indemnitee shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party alleged or asserted against the Indemnitee in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs thereof shall be subject to the obligations of the Indemnifying Party under this Section 15.

(c) Following the acknowledgement of the indemnification and the assumption of the defense by the Indemnifying Party, the Indemnitee shall have the right to employ its own counsel and such counsel may participate in such claim, suit, action or preceding, but the fees and expenses of such counsel shall be at the expense of such Indemnitee, when and as incurred, unless (i) the employment of counsel by such Indemnitee has been authorized in writing by the Indemnifying Party, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnitee in the conduct of the defense of such action, (iii) the Indemnitee shall have reasonably concluded that counsel selected by the Indemnifying Party is not acceptable or (iv) the Indemnitee shall have reasonably concluded and specifically notified the Indemnifying Party either that there may be specific defenses available to it that are different from or additional to those available to the Indemnifying Party or that such claim, action, suit or proceeding involves or could have a material adverse effect on the Indemnitee beyond the scope of this Lease.

## SECTION 16
## LIMITATIONS OF LIABILITY

Section 16.1 [redacted]

## SECTION 17
## ASSIGNMENT

Section 17.1 Assignment by Lessee. Lessee may not assign or transfer this Lease or its rights under this Lease, in whole or in part, without the consent of Lessor, which consent will not be unreasonably withheld or delayed. provided that the assignee assumes in writing all of Lessee's obligations hereunder. Notwithstanding the foregoing, Lessee may, without the prior written consent of Lessor, following written notice to Lessor, (i) assign its interests in this Lease and the Solar Facility to any Financing Party pursuant to Section 13.1 hereof, (ii) directly or indirectly assign this Lease and the Solar Facility to an affiliate or subsidiary of Lessee, (iii) assign this Lease and the Solar Facility to any entity through which Lessee is obtaining financing or capital for the Solar Facility (iv) assign this Lease and the Solar Facility to any person succeeding to all or substantially all of the assets of Lessee and (v) assign this Lease and the Solar Facility to any assignee that (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Solar Facility and providing services comparable to those contemplated by this Lease, or will contract with parties who have such experience and (y) has the financial capability to maintain the Solar Facility and provide the services contemplated by this Lease in the manner required by this Lease. Following such assignment, Lessee shall be released from all liability or obligation hereunder to the extent such liabilities or obligations are assumed by the assignee in writing as of the date of the assignment or transfer.

Section 17.2 Assignment by Lessor. Lessor shall assign its rights and obligations under this Lease to any successor in interest in and to the fee title in the Site. In the event of any assignment of this Lease by Lessor other than in connection with the conveyance of fee title to the Site, Lessor shall be released from all liability or obligation under this Lease to the extent that such liabilities or obligations are assumed by the assignee in writing as of the date of the assignment or transfer . Lessor warrants that any sale, conveyance, transfer or other disposition of the Building or the Easements or any part thereof or interest therein, or this Lease or any part thereof or interest herein, to any Person, by transfer of fee title to the Building or a part thereof, by the granting of

leasehold interest in and to or an easement over the Building or any part thereof, or by any encumbrance of the Building or any part thereof, by assignment or other disposition of this Lease or any part hereof or any right or interest herein, or otherwise, the Property and the Easements shall remain subject to this Lease and the terms and provisions hereof and Lessee's rights, title, interests and remedies hereunder for the Term of this Lease.

## SECTION 18
## MISCELLANEOUS

Section 18.1 Publicity. Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. Neither Party shall make any press release or public announcement regarding this Lease (except for filings or other statements as may be required by Applicable Law) without the specific prior written consent of the other Party.

Section 18.2 Third Party Beneficiaries. Other than as provided in Section 15, this Lease and each and every provision hereof is for the exclusive benefit of the Parties, their successors and permitted assigns, and not for the benefit of any other Person.

Section 18.3 Amendments and Modifications. This Lease may be supplemented or amended only by mutual agreement of the Parties made in writing.

Section 18.4 Survival. Notwithstanding any provisions herein to the contrary, any provisions necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Lease shall survive in full force the termination or expiration of this Lease.

Section 18.5 No Waiver. No waiver of any of the terms and conditions of this Lease shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

Section 18.6 Notices. Any written notice, direction, instruction, request or other communication required or permitted under this Lease shall be deemed to have been duly given on the date of receipt, and shall be delivered (a) personally to the Party to whom notice is to be given, (b) by electronic mail (confirmed by the recipient) to the Party to which notice is to be given, (c) by a recognized overnight delivery service with delivery confirmed, to the Party to which notice is to be given, or (d) to the Party to which notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 18.6.

Lessee:

South Grand Street Solar Project 2020, LLC c/o Distributed Solar Development, LLC
200 Harborside Drive

Suite 200
Schenectady, NY 12305
Attention: Erik Schiemann
Phone: +1 518-742-6863
Email: erik.schiemann@dsdrenewables.com

With a copy to (which will not constitute notice):

Distributed Solar Development, LLC
200 Harborside Drive
Suite 200
Schenectady, NY 12305
Attention: General Counsel
Phone: +1 518-380-3770
Email: jennifer.gerrard@dsdrenewables.com

Lessor:

Hammonton Complex, LLC
Barry Grossman
4709 13th Avenue
Brooklyn, NY 11219
Phone: 718-436-0031
Email: barry@dressupamerica.com

Section 18.7 Invalidity. The invalidity or unenforceability, in whole or in part, of any portion or provision of this Lease will not affect the validity and enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Lease and the balance of this Lease shall be construed and enforced as if this Lease did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Lease be found invalid or unenforceable, the Parties shall immediately renegotiate in good faith such term or provision of this Lease to effectuate the same intent and to eliminate such invalidity or unenforceability.

Section 18.8 Counterparts. This Lease may be executed in respective counterparts of the Parties on separate counterparts, which counterparts may be delivered by electronic means, and all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 18.9 Further Assurances. Each Party shall use commercially reasonable efforts to implement the provisions of this Lease, and for such purpose each, at the request of the other, will, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other such assignments, consents or other instruments in addition to those required by this Lease, in form and substance satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Lease.

Section 18.10 Remedies. Except as expressly provided in this Lease, no remedy conferred by any provision of this Lease in respect of any breach or non-observance of any of its terms is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by either Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

Section 18.11 Governing Law; Waiver of Jury Trial.

(a) This Lease and all matters arising out of or in connection herewith shall be governed by, construed and enforced in accordance with, the laws of the state of in which the Property is located without reference to any provision thereof which would require the application of the law of any other jurisdiction.

(b) TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS LEASE.

Section 18.12 Entire Agreement. This Lease, and all subsequent amendments, modifications or supplements hereto and thereto made in accordance with this Lease (all of which are incorporated into this Lease by this reference), constitute the entire agreement of the Parties with respect to the subject matter hereof, superseding all prior and contemporary agreements, oral or written, shall be binding upon the Parties and their respective successors and permitted assigns, and may be modified only in writing signed by the Party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Solar Site Lease Agreement through their duly authorized officers as of the date first set forth above.

LESSOR:

Hammonton Complex, LLC

Signature: DocuSigned by: Barry Grossman 242871D3EABC44A...
Name: Barry Grossman
Title: COO

LESSEE:

South Grand Street Solar Project 2020, LLC

Signature: DocuSigned by: Erik Schiemann D289E0A30670454...
Name: Erik Schiemann
Title: President

# EXHIBIT A

## DESCRIPTION OF THE PROPERTY

Description of the Property:

Legal Description to be inserted upon completion of title work.

# EXHIBIT B

## DESCRIPTIONS OF THE SITE AND BUILDING

Description of the Site:

The Site is the rooftop area of the Building at 999 South Grand Street, Hammonton, NJ

Description of the Building:

The Building is the structure located at 999 South Grand Street, Hammonton, NJ as depicted in Exhibit D.

# EXHIBIT C

## DESCRIPTION OF EASEMENTS

Easement Description and depiction on Site Plan to be inserted upon completion of title work and final site due diligence.

EXHIBIT D

DESCRIPTION OF THE SOLAR FACILITY AND SITE PLAN

PV SYSTEM:

Module Nameplate Wattage: **425Wp**

System Capacity: **2,820 kW DC / 2,000 kW AC**

Approximate Annual Energy Production:

**1,151,000 kWh**

Location: **Rooftop of the Site**

Mounting Systems: **Ballasted, no penetrations**

Inverters: **String inverters**

Connection type: **Front-of-Meter**

The Site Plan below depicts the location and orientation of the Solar Facility. The Site Plan is subject to change pending final site due diligence.

# EXHIBIT E

## ROOF WARRANTY

To be provided upon Lessor's completion of the Roof Replacement as described in Section 4.2(c).

SCHEDULE 1

TERM

Operations Period: The initial "Operations Period" shall be a period, commencing on the Commercial Operation Date and continuing until the Twentieth (20th) anniversary of the Commercial Operation Date.

Extension Period(s): Lessee and Lessor may, by mutual consent, extend the Operations Period by up to two (2) additional periods of five (5) years each (each an "Extension Period").

[redacted]

SCHEDULE 2

RENT SCHEDULE

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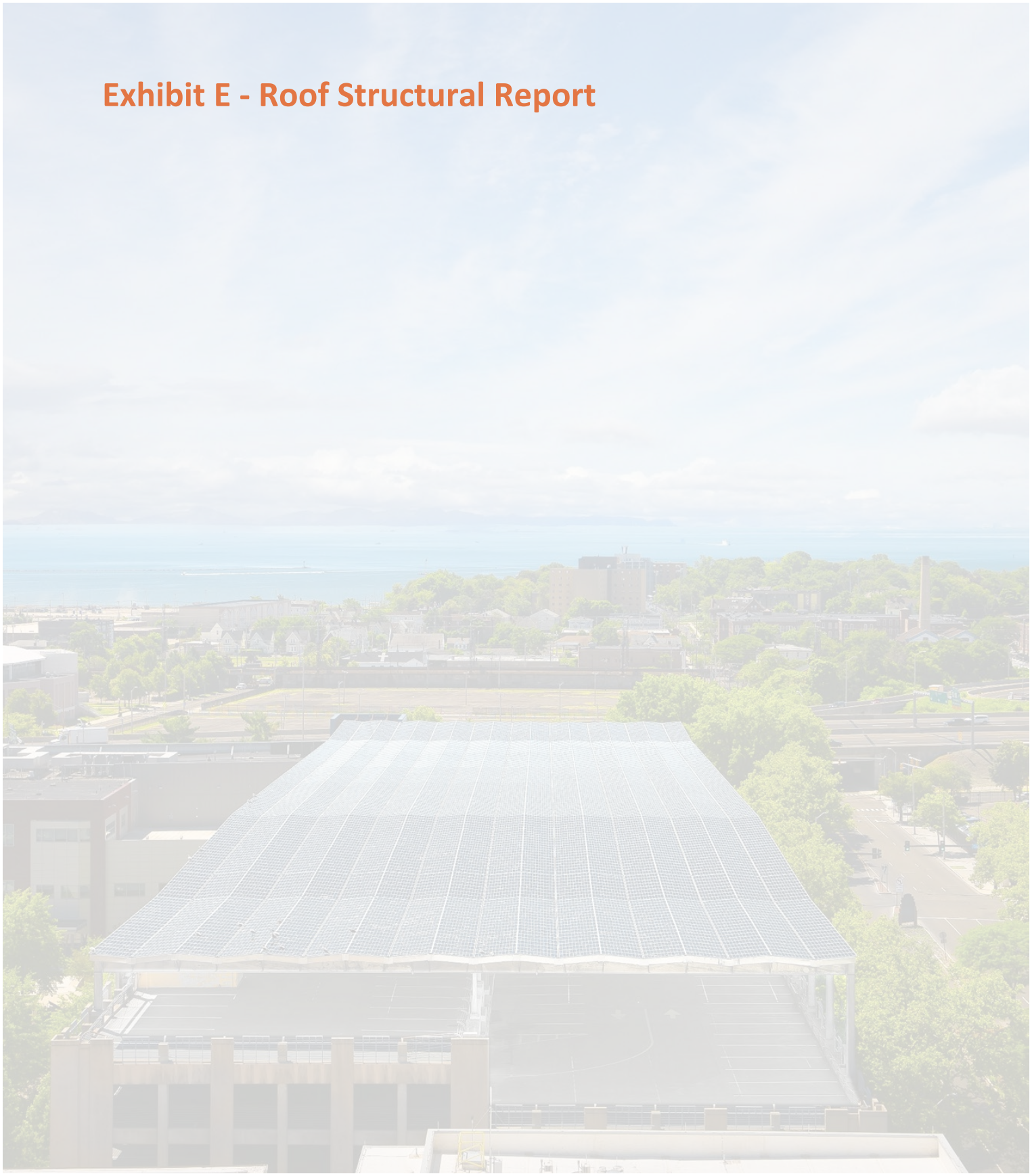
SCHEDULE 3

[redacted]

# Exhibit E - Roof Structural Report



# Feasibility Structural Analysis of Building for a Proposed Rooftop Solar PV System

For The Project:

999 S Grand St.

999 S Grand Street, Hammonton, NJ 08037

Presented to:

200 Harborside Drive, Suite 200
Schenectady, NY 12305

Presented by:

Pure Power Engineering, Inc.
111 River Street - Suite 1110
Hoboken, NJ 07030
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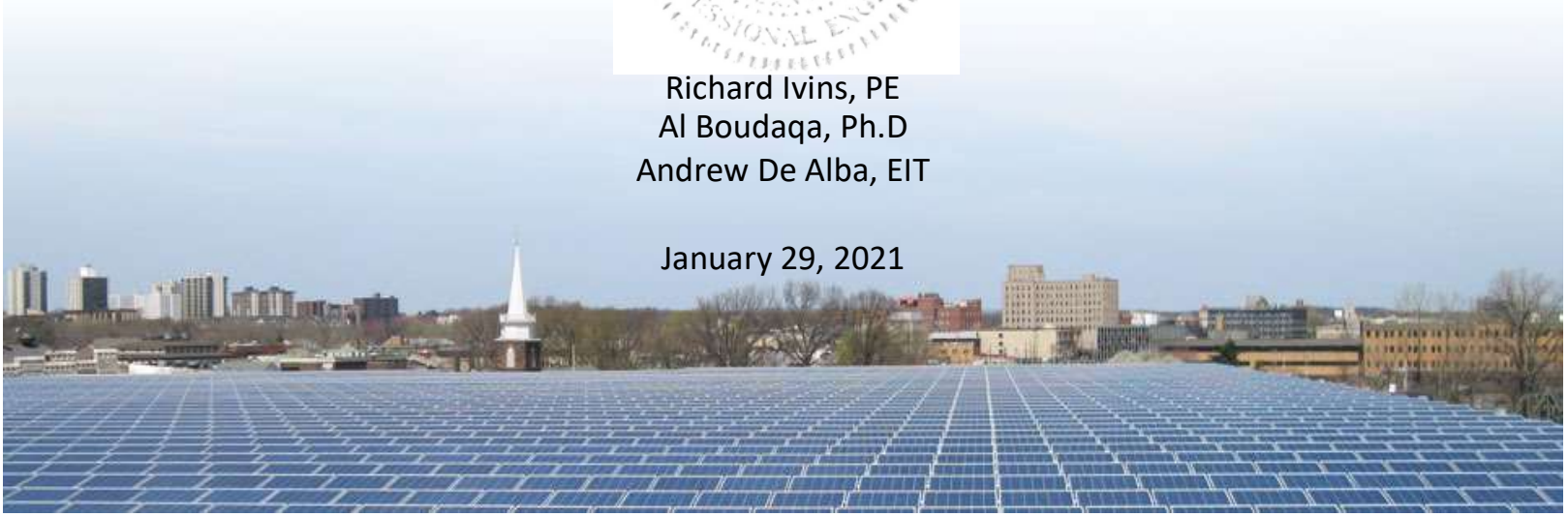
(201) 687-9975

PPE Project No. PPE-01411

Richard Ivins, PE
Al Boudaqa, Ph.D
Andrew De Alba, EIT

January 29, 2021



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## Executive Summary

A (PV) Solar Array is proposed to be installed with modules mounted to a ballasted (and/or mechanically attached) racking system and supported on the rooftop of the subject building. Pure Power has performed a structural analysis and determined the following:

- Existing building is feasible for PV solar system.
- Reserved capacity & maximum allowable deck loads for existing roof Area A, where PV will be installed:

| | | |
|---|---|---|
| Reserved Capacity = | **3.0 psf** | (See notes next page) |
| Deck Downward = | **400.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Deck Uplift = | **400.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Deck Shear = | **300.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Maximum system weight = | **82,350 lb** | |

- Reserved capacity & maximum allowable deck loads for existing roof Area B, where PV will be installed:

| | | |
|---|---|---|
| Reserved Capacity = | **4.0 psf** | |
| Deck Downward = | **400.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Deck Uplift = | **400.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Deck Shear = | **300.0 lb** | (in a strip of 2'-0" wide 5.71' long) |
| Maximum system weight = | **303,000 lb** | |

- Reserved capacity & maximum allowable deck loads for existing roof Area C, where PV will be installed:

| | | |
|---|---|---|
| Reserved Capacity = | **5.5 psf** | |
| Deck Downward = | **350.0 lb** | (in a strip of 2'-0" wide 6.67' long) |
| Deck Uplift = | **400.0 lb** | (in a strip of 2'-0" wide 6.67' long) |
| Deck Shear = | **300.0 lb** | (in a strip of 2'-0" wide 6.67' long) |
| Maximum system weight = | **355,500 lb** | |

- Reserved capacity & maximum allowable deck loads for existing roof Area A, where PV will be installed:

| | | |
|---|---|---|
| Reserved Capacity = | **4.0 psf** | |
| Deck Downward = | **350.0 lb** | (in a strip of 2'-0" wide 6.4' long) |
| Deck Uplift = | **400.0 lb** | (in a strip of 2'-0" wide 6.4' long) |
| Deck Shear = | **300.0 lb** | (in a strip of 2'-0" wide 6.4' long) |
| Maximum system weight = | **65,100 lb** | |

Notes:

- Racking manufacturer shall select the racking system such that satisfies both the above specified uniform load reserve capacities and the maximum allowable downward, uplift and shear loads on the roof deck, respectively.

- The allowable deck loads will be dependent on the racking system used. At the time of the writing of this report, this information was not available. The allowable deck loads are subject to change upon receiving this information.

- The reserve capacity given at Area A is based on the installation of reinforcement braces on the existing beam line as shown in Sheet 2.3 of this report.

- During the site visit a column in Area B was observed to be in need of significant repairs (See Figure 1 below). Repair/replacement of this column is required prior to installation of any solar PV systems on the roof.

Figure 1: Severely damaged column in need of repair/replacement.

## Structure (A)

The original structure is 999 S Grand St. building located at 999 S Grand Street, Hammonton, NJ 08037. The referenced building is a one story steel frame structure, which was built circa 1960. The approximate total area is 30500 square feet. Typical roof construction consists of 1.5" Metal Deck x Gauge 20 supported by open web joists.The joists are spaced at a maximum of 5.7' o.c. and are supported by a continuous steel beam line. The height of this Area is approximately 32'.

## Structure (B)

The original structure is 999 S Grand St. building located at 999 S Grand Street, Hammonton, NJ 08037. The referenced building is a one story steel frame structure, which was built circa 1960. The approximate total area is 101000 square feet. Typical roof construction consists of 1.5" Metal Deck x Gauge 22 supported by open web joists.The joists are spaced at a maximum of 5.7' o.c. and are supported by a continuous steel beam line. The height of this Area is approximately 20'-6".

## Structure (C)

The original structure is 999 S Grand St. building located at 999 S Grand Street, Hammonton, NJ 08037. The referenced building is a one story steel frame structure, which was built circa 1960. The approximate total area is 118500 square feet. Typical roof construction consists of 1.5" Metal Deck x Gauge 20 supported by Steel Beams.The steel beams are spaced at a maximum of 6'-8" o.c. and are supported by a continuous steel beam line. The height of this Area is approximately 20'-6", with a section of lower roof of height 15'-8", and a section higher roof of approximately 30'.

## Structure (D)

The original structure is 999 S Grand St. building located at 999 S Grand Street, Hammonton, NJ 08037. The referenced building is a one story steel frame structure, which was built circa 1960. The approximate total area is 21700 square feet. Typical roof construction consists of 1.5" Metal Deck x Gauge 20 supported by open web joists.The joists are spaced at a maximum of 6.4' o.c. and are supported by a continuous steel beam line. The height of this Area is approximately 20'-6".

# Reserved Load Plan

(Area A - Shaded Black)
Reserved Capacity = 3 psf

(Area B - Shaded Green)
Reserved Capacity = 4 psf

(Area E Red Shaded Area) - Reserved capacity TBD

(Area C - Shaded Blue)
Reserved Capacity = 5.5 psf

(Area D - Shaded Orange)
Reserved Capacity = 4 psf

## Snow Drift Plan

# Reinforcement Plan (AREA A ONLY)

INSTALL L2x2x1/4 ANGLE BRACE BETWEEN BOTTOM CHORD OF JOIST AND BOTTOM FLANGE OF STEEL BEAM @ EACH JOIST DIRECTLY ADJACENT TO COLUMN (TYP. BOTH SIDES OF BEAM). REQUIRED ONLY AT INTERIOR COLUMNS.

## Standard Conditions for Engineering Services on Existing Structures

- The analysis is based on the information gathered from the field and/or information provided to Pure Power Engineering and is assumed to be current and accurate.

- Unless noted otherwise, the structure and the foundation system are assumed to be in good condition, free of defects, and can achieve theoretical strength.

- It is assumed that the structure has been properly maintained and shall be properly maintained during its service. The superstructure and the foundation system are assumed to be designed with proper engineering practice and fabricated, constructed and erected in accordance with the design documents. Pure Power will accept no liability which may arise due to any existing deficiency in design, material, fabrication, erection, construction, etc. or lack of maintenance.

- The analysis results are only applicable for the proposed additions and alterations specified in this report. Any deviation of the proposed equipment and placement, etc., will require Pure Power to generate an additional structural analysis.

- The analysis does not include the design of the racking system or the ballast it requires. The analysis is performed to verify the capacity of the main structural system. Connections are assumed to have the capacity of the main structural members.

- Pure Power assumes that the existing building has NOT been modified or altered from its original design. Building landlord/client shall inform PPE with any kind of modification and/or alteration that may have been done to the existing building during its lifetime.

## Proposed PV-Panels and Preliminary Design

- PV solar panels shall be installed on the roof as arrays on a ballasted racking system. A typical ballasted racking system is designed to resist wind uplift and sliding by placing concrete blocks (ballast) as counterweight on the racks. The system does not increase uplift on the building because the ballast should be designed to resist the additional uplift in order to provide the code required factor of safety.

- If the PV racking system is mechanically attached to the roof deck, then the uplift and shear forces at each mechanical attachment are not to exceed the capacity noted in this report under the conclusion section.

- It is assumed that the panels will be approximately 12 inches above the rooftop at the high end.

- It is assumed that the average design weight includes the weight of the panels, racking system and the ballast and all required assemblies.

## Existing Building Code Allowance

- Pursuant to International Existing Building Code section 806.2, any existing gravity load-carrying structural element for which additions and/or alterations cause an increase in design gravity load of no more than 5 percent, shall be permitted to remain unaltered, thus considered to be code-compliant and adequate. Any existing gravity load- carrying structural element for which additions and/or alterations cause an increase in design gravity loads exceeding 5 percent is checked against the applicable Code criteria for new structures.

- Pursuant to International Existing Building Code Sections 806.3, any existing lateral load-carrying structural element whose demand-capacity ratio with the addition and/or alteration considered is no more than 10 percent greater than its demand-capacity ratio with the addition and/or alteration ignored shall be permitted to remain unaltered, thus considered to be Code-compliant and adequate. If the demand- capacity ratio increase is more than 10 percent, the subject structural element is checked against the applicable Code criteria for new structures.

- Pursuant International Building Code section 1607.13.5.1, where PV panels are installed on building roof, it is not necessary to include roof live load in the area(s) covered by the panels when these area(s) are inaccessible, or signs are posted prohibiting storage under the panels. Therefore, Pure Power has applied the roof live/snow load in all areas that are still accessible and subject to foot traffic, maintenance workers, storage, etc., but not directly under the modules.

## Codes and References

2018 International Building Code, NJ Edition

Minimum Design Loads for Buildings and Other Structures, ASCE 7-16

Standard Specifications for Steel Joists & Joist Girders, SJI 44th Edition

Specifications for Structural Steel Buildings, ANSI/AISC 360-16

## Design Criteria

**Snow Load (Service)**

| | |
|---|---|
| Ground Snow Load: | 20 psf |
| Risk Category: | II |
| Snow Exposure: $C_e$: | 1.0 |
| Snow Load Important Factor $I_s$: | 1.0 |
| Thermal Factor $C_t$: | 1.0 |
| **Flat Snow Load:** | **20.0 psf** |

**Roof Live Load (Service)** 20.0 psf

Note: The racking manufacturer/the racking manufacturer's structural engineer shall be responsible to verify the design criteria when designing the racking system.

## Analysis Assumptions for Roof Area A

The design snow load was obtained from 2018 IBC. Based on the site visit conducted on 01/18/2021, the design live and dead loads in this report were assumed as listed below:

| | |
|---|---|
| **Total Roof DL =** | **15.0 psf** |
| Live Load | 20.0 psf |
| Snow Load | 20.0 psf |
| **Total Roof Load =** | **35.0 psf** |

PPE understands that the area where the clear space between the panels and rooftop is not more than 24 in. Therefore, as per the current state code (section 1607.13.5.1), roof live load does NOT need to be considered on areas where the proposed PV system will be installed.

The proposed PV system is to weigh a maximum **3.0 psf**

Therefore, the proposed loading, including the weight of the PV system is as follows:

| | |
|---|---|
| Roofing & Insulation | 4.0 psf |
| Metal Deck | 2.0 psf |
| Joists | 2.0 psf |
| Girders | 2.0 psf |
| MEP, Sprinklers, & Misc. | 5.0 psf |
| **Total Roof DL =** | **15.0 psf** |
| PV System Weight | 3.0 psf |
| **Roof SL =** | 20.0 psf |
| **Total Roof Load =** | **38.0 psf** |

PPE performed structural analysis for the roof elements. It was found that the weight of the proposed solar array with ballasts plus the design roof snow load did not exceed the members capacity. Therefore, the structure may remain unaltered.

## Analysis Assumptions for Roof Area B

The design snow load was obtained from 2018 IBC. Based on the site visit conducted on 01/18/2021, the design live and dead loads in this report were assumed as listed below:

| | |
|---|---|
| **Total Roof DL =** | **20.0 psf** |
| Live Load | 20.0 psf |
| Snow Load | 20.0 psf |
| **Total Roof Load =** | **40.0 psf** |

PPE understands that the area where the clear space between the panels and rooftop is not more than 24 in. Therefore, as per the current state code (section 1607.13.5.1), roof live load does NOT need to be considered on areas where the proposed PV system will be installed.

The proposed PV system is to weigh a maximum **4.0 psf**

Therefore, the proposed loading, including the weight of the PV system is as follows:

| | |
|---|---|
| Roofing & Insulation | 4.0 psf |
| Metal Deck | 2.0 psf |
| Joists | 2.0 psf |
| Girders | 2.0 psf |
| MEP, Sprinklers, & Misc. | 8.0 psf |
| **Total Roof DL =** | **18.0 psf** |
| PV System Weight | 4.0 psf |
| **Roof SL =** | 20.0 psf |
| **Total Roof Load =** | **42.0 psf** |

Pursuant to Existing Building Code Sections 806.2, any existing gravity load-carrying structural element for which additions and/or alterations cause an increase in design gravity load of no more than 5 percent, shall be permitted to remain unaltered, thus considered to be Code-compliant and adequate. The proposed load increases the stress by less than 5%. Therefore, no alterations are required.

## Analysis Assumptions for Roof Area C

The design snow load was obtained from 2018 IBC. Based on the site visit conducted on 01/18/2021, the design live and dead loads in this report were assumed as listed below:

| | |
|---|---|
| **Total Roof DL =** | **15.5 psf** |
| Live Load | 20.0 psf |
| Snow Load | 25.0 psf |
| **Total Roof Load =** | **40.5 psf** |

PPE understands that the area where the clear space between the panels and rooftop is not more than 24 in. Therefore, as per the current state code (section 1607.13.5.1), roof live load does NOT need to be considered on areas where the proposed PV system will be installed.

The proposed PV system is to weigh a maximum **5.5 psf**

Therefore, the proposed loading, including the weight of the PV system is as follows:

| | |
|---|---|
| Roofing & Insulation | 4.0 psf |
| Metal Deck | 2.0 psf |
| Beams | 2.5 psf |
| Girders | 2.0 psf |
| MEP, Sprinklers, & Misc. | 5.0 psf |
| **Total Roof DL =** | **15.5 psf** |
| PV System Weight | 5.5 psf |
| **Roof SL =** | 20.0 psf |
| **Total Roof Load =** | **41.0 psf** |

Pursuant to Existing Building Code Sections 806.2, any existing gravity load-carrying structural element for which additions and/or alterations cause an increase in design gravity load of no more than 5 percent, shall be permitted to remain unaltered, thus considered to be Code-compliant and adequate. The proposed load increases the stress by less than 5%. Therefore, no alterations are required.

## Analysis Assumptions for Roof Area D

The design snow load was obtained from 2018 IBC. Based on the site visit conducted on 01/18/2021, the design live and dead loads in this report were assumed as listed below:

| | |
|---|---|
| **Total Roof DL =** | **20.0 psf** |
| Live Load | 20.0 psf |
| Snow Load | 20.0 psf |
| **Total Roof Load =** | **40.0 psf** |

PPE understands that the area where the clear space between the panels and rooftop is not more than 24 in. Therefore, as per the current state code (section 1607.13.5.1), roof live load does NOT need to be considered on areas where the proposed PV system will be installed.

The proposed PV system is to weigh a maximum **4.0 psf**

Therefore, the proposed loading, including the weight of the PV system is as follows:

| | |
|---|---|
| Roofing & Insulation | 4.0 psf |
| Metal Deck | 2.0 psf |
| Joists | 2.0 psf |
| Girders | 2.0 psf |
| MEP, Sprinklers, & Misc. | 8.0 psf |
| **Total Roof DL =** | **18.0 psf** |
| PV System Weight | 4.0 psf |
| **Roof SL =** | 20.0 psf |
| **Total Roof Load =** | **42.0 psf** |

Pursuant to Existing Building Code Sections 806.2, any existing gravity load-carrying structural element for which additions and/or alterations cause an increase in design gravity load of no more than 5 percent, shall be permitted to remain unaltered, thus considered to be Code-compliant and adequate. The proposed load increases the stress by less than 5%. Therefore, no alterations are required.

## Conclusion

Based on our experience and engineering analysis of the information available at the time of this writing, it is the opinion of this organization that the added stresses due to the weight of the proposed PV modules are considered acceptable and will not exceed the capacity of the existing roof structure. The proposed PV modules may be installed at 999 S Grand St. under the conditions outlined in the body of this report.

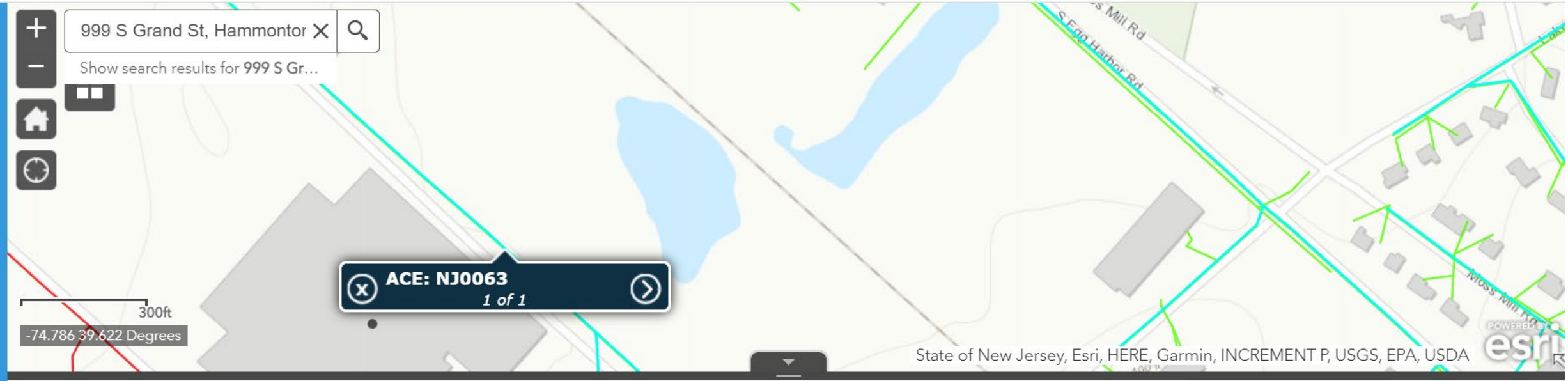
Do not stage pallets on roof unless staging plan drawing is provided by PPE.

This report does not represent an approval of the proposed PV system design. It is the racking designer's responsibility to ensure any proposed racking system is within the limits stated in this report and their system is designed in accordance with the requirements in the governing building code. PPE can review the existing framing adequacy for anchorage reaction loads upon request and if the racking design are supplied to PPE by the racking designer.

Sincerely,

Richard Ivins, PE
Al Boudaqa, Ph.D
Andrew De Alba, EIT

# Exhibit F - EDC Hosting Capacity Map




LVAC | RadialCapacity_PHI - Pepco_Sec | RadialCapacity_PHI - Pepco | RadialCapacity_PHI - DPL_Sec | RadialCapacity_PHI - DPL | RadialCapacity_PHI - ACE_Sec | RadialCapacity_PHI - ACE

Options | Filter by map extent | Zoom to | Clear selection | Refresh

| GISFEEDERID | FeederID | Allowable_PV_kW | Max_Size_Restrictic | OpVolt | Total_Active_Gen__ | Total_Pending_Gen | Total_Gen__kW_ | Feeder_Large_Gen | Transformer_Large_ | NAME |
|---|---|---|---|---|---|---|---|---|---|---|
| NJ0062 | NJ0062 | 0.10 | Maximum System Size of 0kW | 12-13kV | 4,257.76 | 1,413.90 | 5,671.66 | 0.00 | 7,300.00 | ACE |
| NJ0063 | NJ0063 | 2,220.00 | Maximum System Size of 0kW | 12-13kV | 1,636.92 | 407.37 | 2,044.29 | 0.00 | 7,300.00 | ACE |

1 of 1

**ACE: NJ0063**

**Feeder NJ0063**

Max large system size restriction for feeder: 0.00 kW
Max large system size restriction for sub transformer: 7,300.00 kW

Maximum System Size of 0kW

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

...

**From:** Net Energy Metering
**To:** Theresa Baker
**Subject:** RE: Hosting Capacity Map Clarifications
**Date:** Wednesday, November 18, 2020 3:32:59 PM

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Hi Theresa,

At this time, you can add up to 2150 kW of solar generation on Dacosta NJ0063 with Direct Transfer Trip (DTT) and telemetry. If you want to generate more 2150 kW of solar then an express feeder will be required which can accommodate up to 10 kW of solar.

Thank you,

*Jequita Fowler*
Interconnection Specialist
Green Power Connection
Pepco Holdings Exelon.
Jequita.fowler@exeloncorp.com

---

**From:** Net Energy Metering
**Sent:** Tuesday, November 17, 2020 1:47 PM
**To:** Theresa Baker <theresa.baker@dsdrenewables.com>
**Subject:** RE: Hosting Capacity Map Clarifications

Hi Theresa,

Thank you for your email. I have sent your request over to the engineering group for review.

Thank you,

*Jequita Fowler*
Interconnection Specialist
Green Power Connection
Pepco Holdings Exelon.
Jequita.fowler@exeloncorp.com

---

**From:** Theresa Baker <theresa.baker@dsdrenewables.com>
**Sent:** Monday, November 16, 2020 6:54 PM
**To:** Net Energy Metering <nem@pepcoholdings.com>
**Subject:** [EXTERNAL] Hosting Capacity Map Clarifications

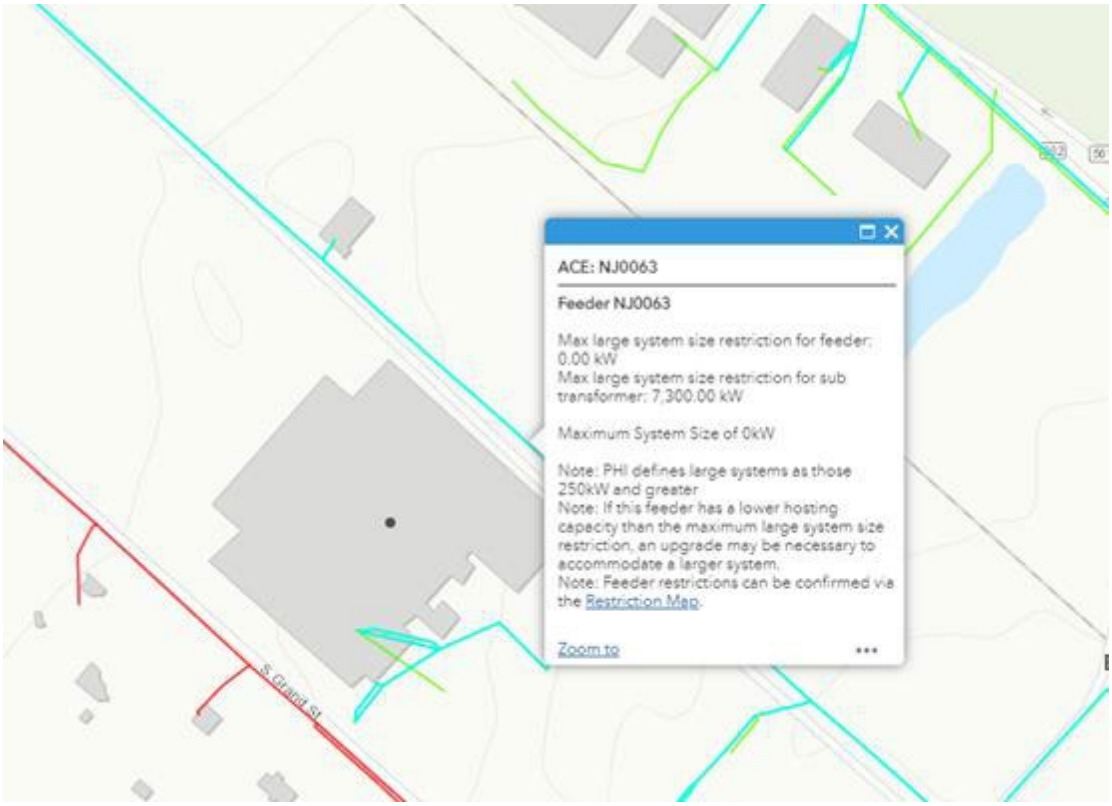
***EXTERNAL MAIL. Do not click links or open attachments from unknown senders or***

***unexpected Email.***

Hello ACE GPC Team:

I have a question about the hosting capacity results below for the below feeder NJ0063. We are proposing a 2-3 MW Community Solar  project at this location and need to understand the accuracy of the substation capacity and the available PV capacity. According to the map it may be exceeding the sub station capacity, but we can't tell if that is accurate. We are also happy to submit an Interconnection application, but hoping to get a better upfront review of available capacity.

The address is 999 S Grand St, Hammonton, NJ, 08037




Any help or clarity you could provide would be much appreciated.

Thank you!
Theresa

**Theresa Baker**
MANAGER, DEVELOPMENT

**+1 646 398 0257**
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**dsdrenewables.com**
**[please take note of our updated email addresses]**

**LinkedIn**

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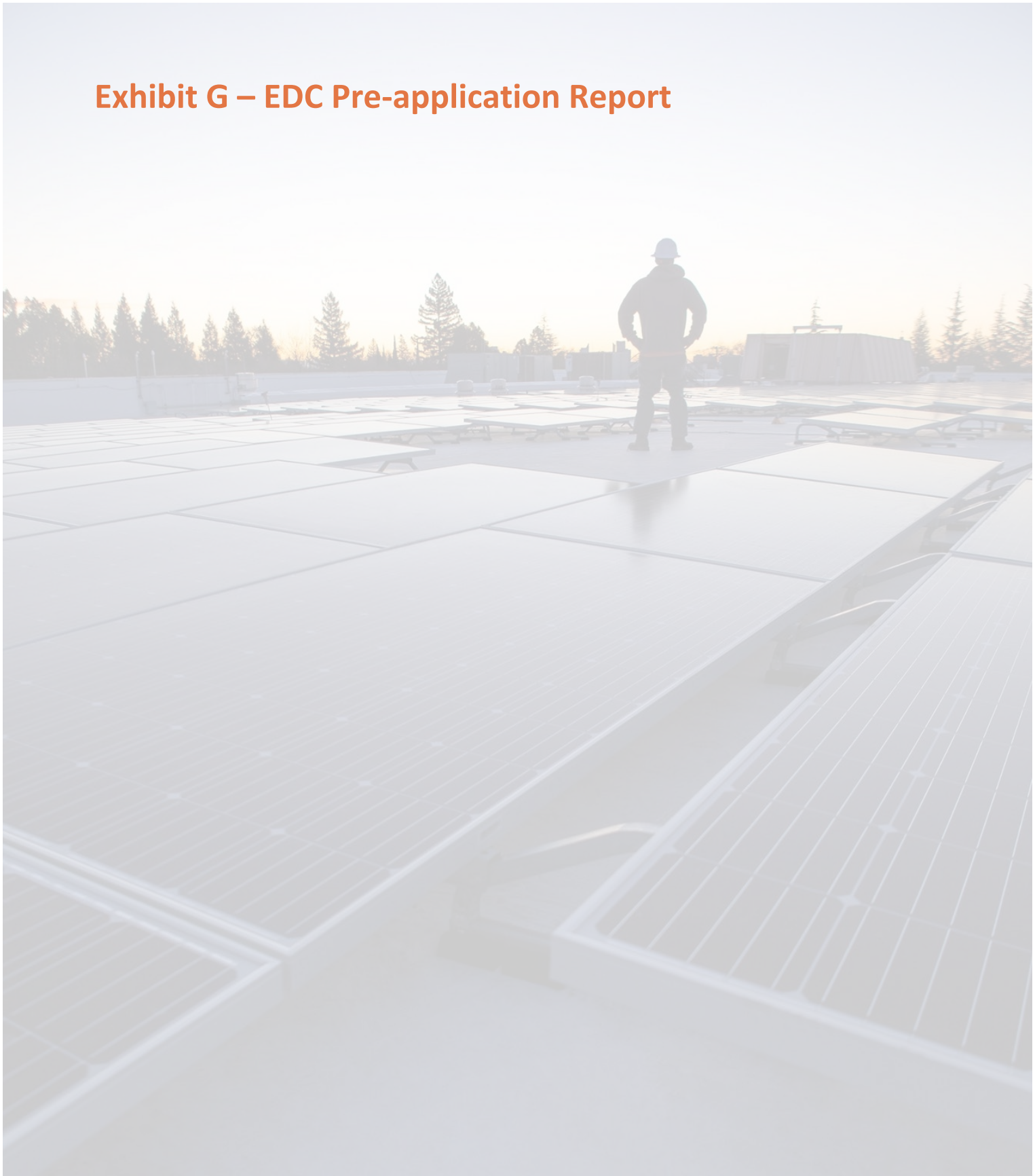
# Exhibit G – EDC Pre-application Report



12/18/2020

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

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

Customer System Information

Address or POI Information: 999 South Grand St, NJ, 08037
Account Number: N/A
System Information: 2000 kW PV

Distribution System Information

Voltage Level at POI: 7.2 kV Ph-N
Voltage Level if served by secondary:
Current Number of Phases to POI: 1
Circuit Number: NJ0061
Any Known Circuit Restrictions: Restricted
Distance from Substation to POI: 1 mile

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

| | | | | |
|---|---|---|---|---|
| Remaining Circuit Capacity for Large DERs | | | 7902 | kW |
| Remaining Substation Transformer Capacity for Large DERs | | | 22500 | kW |
| Installed Generation on Circuit | 2398 | kW | | |
| Pending Generation on Circuit | 0 | kW | | |
| Size Limit based on Voltage Fluctuation | | | 7902 | kW |
| Size Limit based on Steady State High Voltage | | | 7902 | kW |
| Size Limit based on Reverse Power Flow | | | 7902 | kW |
| **DER Size Limit at POI with no sys mods** | | | 100 | kW |

Known Constraints preventing a larger DER installation:

This application will be built on the restricted circuit (category A) and it will require DTT.

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

**Explanation of Criteria**

**1. Single Phase Limit**

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

**2. Voltage Limits**

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

**3. Existing Distribution Circuit Capacity Limits**

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

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

**4. Express Circuit Capacity Limits**

Distributed generation installations which exceed the limit for an existing circuit require an express circuit.
The maximum generator size for express circuits shall be:

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

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

**5. Telemetry requirements**

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

**6. Distribution Power Transformer Limit**

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

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

**Note:** For ACE, no 34 kV Express Circuits will be built as that voltage level is being retired. 4 kV Express Circuits will not be built in any PHI jurisdiction.
If there is no more injection capacity or space for an additional transformer at the closest substation, the next closest substation will be considered.

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

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

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

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

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

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

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

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

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

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

**Explanation of Restricted Circuits**

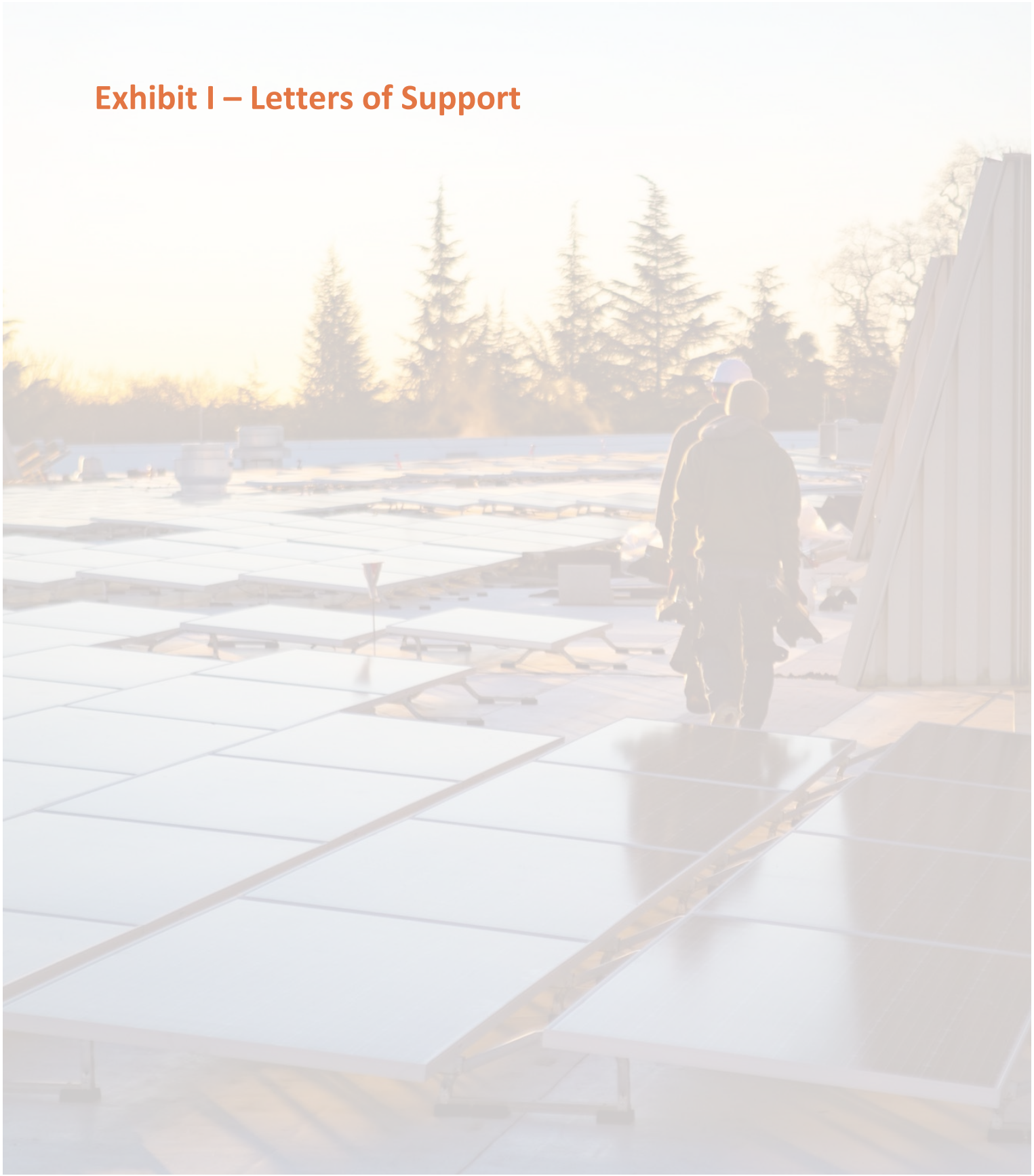
Fully Restricted Circuits – any size – Given current technology, each distribution circuit will have a limit to the amount of distributed generation that can be accommodated. When the installed generation on a circuit has reached its maximum, (generally just before the point of voltage violations), no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

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

# Exhibit H– Project Costs

[redacted]

# Exhibit I – Letters of Support



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

January 29, 2021

Dear Members of the Board and Staff,

GreenFaith NJ is pleased to support the community solar application submitted by PowerMarket and its partner DSD Renewables, to the New Jersey Community Solar Energy Pilot Program. GreenFaith's mission is to inspire, educate and mobilize people of diverse religious backgrounds for environmental leadership. Promoting renewable energy, environmental justice, and empowering communities to fight climate change is an essential part of our mission. We are excited to see the growth of community solar in New Jersey and the empowerment of low and moderate community members in this program.

Based on our communications and consultation with PowerMarket, we understand that these community solar projects will be providing direct financial benefits to participants, giving them a discount of 20% or more on the community solar credits they receive on their utility bill. This monthly savings in addition to an improved understanding of the hurdles many low-to-moderate income households face in accessing the benefits of renewable energy will be an important first step in increasing environmental justice. Co-ownership of these projects is not expected at this time. Importantly, PowerMarket's partners will be preserving greenspace by developing these community solar projects only on landfills, brownfields, and rooftops throughout the state.

We look forward to continuing to collaborate with PowerMarket and its partner, partner DSD Renewables, on engaging community members on the benefits of community solar, as well as helping to expand job training opportunities for community members. We are eager to support these efforts and understand that an estimated 38 full-time and part-time jobs will be created as a part of this project. We are excited to expand our partnership with PowerMarket and its partners and wish them best of luck.

Sincerely,

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

February 3, 2021

Dear Members of the Board and Staff,

The Hoboken Community Center is pleased to support the community solar application submitted by PowerMarket and its partner DSD Renewables to the New Jersey Community Solar Energy Pilot Program. The Hoboken Community Center (HCC) was founded to provide crucial social services to marginalized members of the community. We operate a food pantry, an affordable housing program, and work to improve the economic well-being of low-income community members. We are eager to see the growth of community solar in New Jersey and the participation of low-to-moderate income households in this program.

Based on our communications with PowerMarket, we understand that these community solar projects will be providing direct financial benefits to participants, giving them a discount of 20% or more on the bill credits they receive on their utility bill. This monthly savings will be the principal value proposition to participants, in addition to participating in green, renewable energy alternatives. PowerMarket's partners will be developing these community solar projects only on landfills, brownfields, and rooftops throughout the state. We understand that residents of Hoboken and all residents of NJ will have an opportunity to evaluate participating in certain community solar projects.

We look forward to collaborating with PowerMarket and its partners DSD Rewnewables, on engaging community members on the benefits of community solar,as well as helping to expand job training opportunities and the creation of new jobs in clean energy for thesecommunity members. We are eager to support these efforts and understand that an estimated 40 full-time and part-time jobs will be created as a part of this project.

Sincerely,

# THE URBAN ENVIRONMENTAL GROUP

3 Kingsbridge Road
Somerset, NJ 08873-2329
Phone (732) 266-0985
kmooreurbanenvironmentalgroup
@gmail.com

February 1, 2021

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

Dear Members of the Board of Public Utilities and Staff,

Please be advised that the Urban Environmental Group (UEG) wholeheartedly supports the application submitted to the New Jersey Community Solar Energy Pilot Program by PowerMarket and DSD Renewables. Since 2004, UEG, through the collaboration of its environmental professionals, have worked tirelessly on behalf of residents, building capacity throughout New Jersey's urban centers and underserved communities, on environmental issues, education, project development, including but not limited to; open space funding, restoration and advocacy, energy conservation, alternative energy development and stormwater resources.

Clearly the goals of the PowerMarket and DSD Renewables project are consistent with our mission to build and create, in a frame of environmental justice, much needed economic development opportunities. We also appreciate the buildout of rooftops and existing unused industrial spaces, which furthermore, do not impede upon open space and quality of life amenities for the community. The 2.8MW of clean energy, yielded by the project, provide for low-and-moderate-income residents in Atlantic, Cumberland, Camden, Gloucester, and Burlington Counties, an important foundation to build upon for the future. This along with the ancillary benefit of the 38 part-time and fulltime jobs, anticipated in this project. It is also my understanding of the program, an additional benefit, to offer discounts of 25% for program subscribers.

We are pleased to endorse this community solar project and wish the partnership of PowerMarket and DSD Renewables the best of luck, implementing this comprehensive approach for community solar.

SIERRA CLUB

NEW JERSEY CHAPTER
145 West Hanover St., Trenton, NJ 08618
TEL: [609] 656-7612 FAX: [609] 656-7618
www.SierraClub.org/NJ

**SIERRA CLUB NEW JERSEY CHAPTER SUPPORT FOR COMMUNITY SOLAR PROJECTS**

TO WHOM IT MAY CONCERN

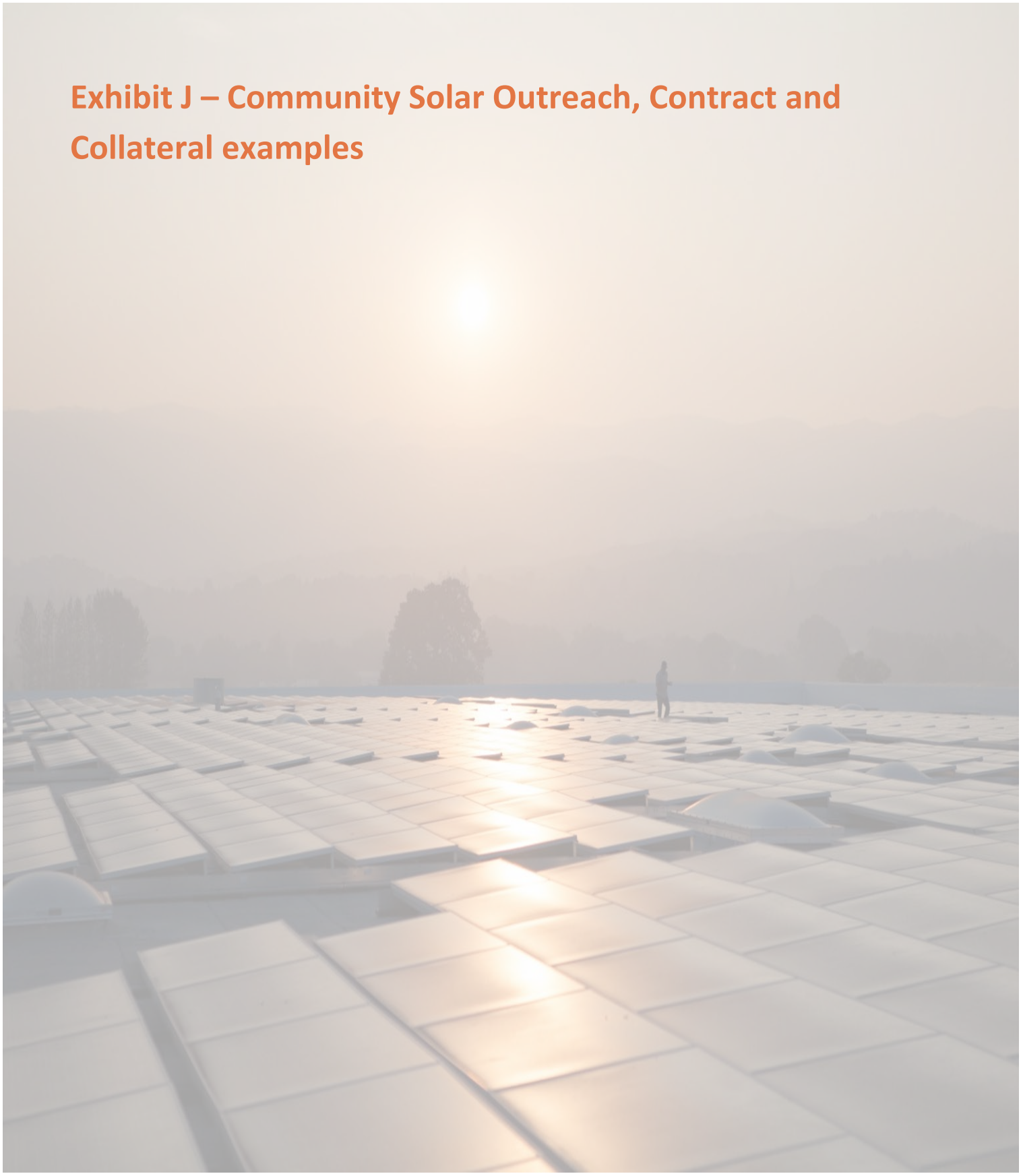
Sierra Club, an environmental protection organization founded in 1892, comprised of 3.8 million members and supporters nationwide including over 80 thousand members and supporters here in New Jersey, is at the forefront of promoting clean energy. We believe that the three-year Community Solar pilot program initiated by NJ Clean Energy Commission in conjunction with the New Jersey Board of Public Utilities (NJBPU) will help provide an additional way to enhance environmental protection. These Community Solar projects will not only help minimize the dependence on fossil fuels and lower the Carbon footprint, but will also enable all NJ homeowners and renters to benefit from clean solar energy financially. Residents can subscribe to a community solar farm if available in their area without incurring any expense and engaging in any long-term contract and/or commitment.

Noting the benefits of Community Solar, the Sierra Club New Jersey Chapter endorses all Community Solar projects which have already been approved or expected to be approved by the NJBPU.

Please contact Abbas Salim at **azas786@yahoo.com** if there are any questions or for additional information.

Signed,

# Exhibit J – Community Solar Outreach, Contract and Collateral examples



February 5, 2021

RE: PowerMarket's Engagement with low-to-moderate income households

PowerMarket has experience collaborating with community organizations and housing authorities to help extend the benefits of community solar to LMI households in New Jersey. Notably, we have worked closely with housing authorities such as [redacted] to ensure that the benefits of community solar reach LMI households. PowerMarket has also worked in partnership with community action groups, such as [redacted] to engage with LMI households and educate subscribers on how community solar works and what it means for them and their community.

PowerMarket will leverage its extensive LMI engagement and education experience to ensure a transparent and respectful subscriber sign-up process for DSD Renewables. We offer bi-lingual (English and Spanish) educational and marketing materials for subscribers and offer bi-lingual customer support staff from 9-5, Monday through Friday.

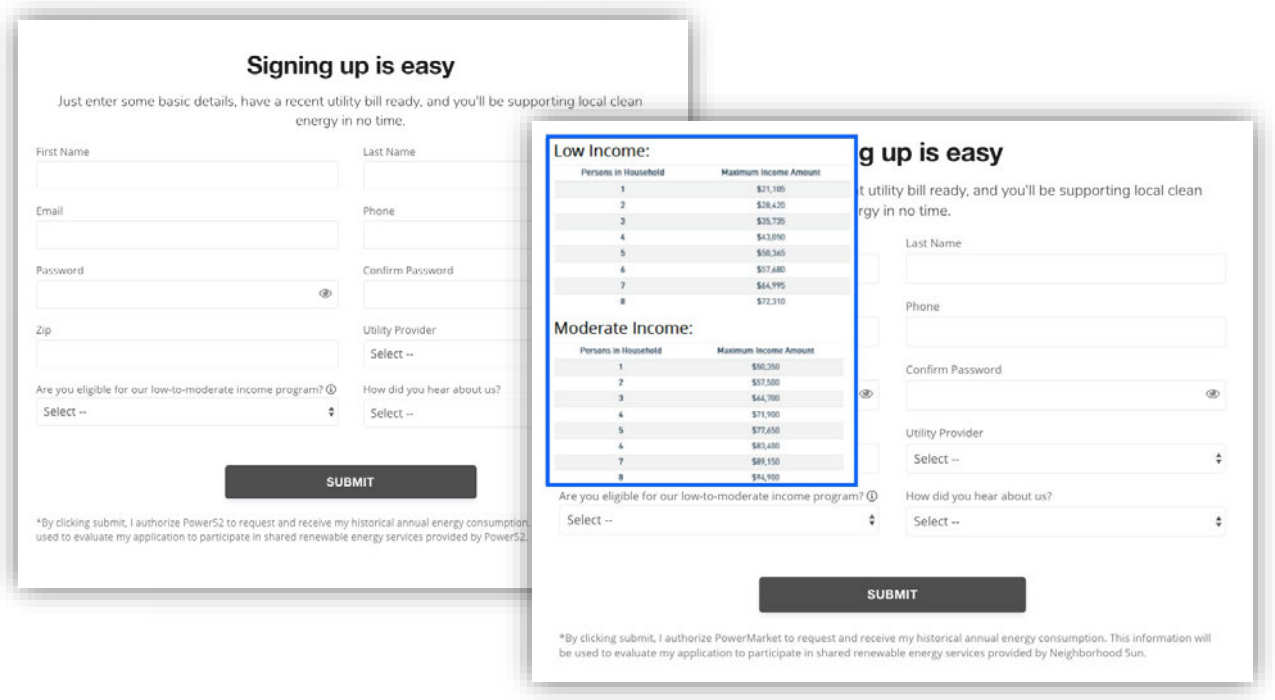
Our methods of engagement with LMI-households and on-going community educational efforts include close collaboration with on-the-ground community groups, friendlier contract terms, a simplified digital sign-up tool, and educational programs with community-based non-profit organizations.

PowerMarket has created a community solar enrollment platform for LMI subscribers that helps eligible participants understand and apply to enroll in a tasteful way. We do this through our easy-to-use signup process and LMI-exclusive content and webpages, collaboration with community development organizations to increase understanding of community solar and its benefits.

## EASY-TO-USE SIGNUP PROCESS

Our enrollment platform has tools to qualify LMI subscribers and non-LMI subscribers in a single location. We do this by collecting key data points early in the enrollment process.

In New Jersey, where we have been actively subscribing LMI subscribers, we prompt customers with a question about their eligibility in our LMI program. If subscribers hover over the "info" icon, a chart with detailed income levels helps guide subscribers in determining their eligibility.

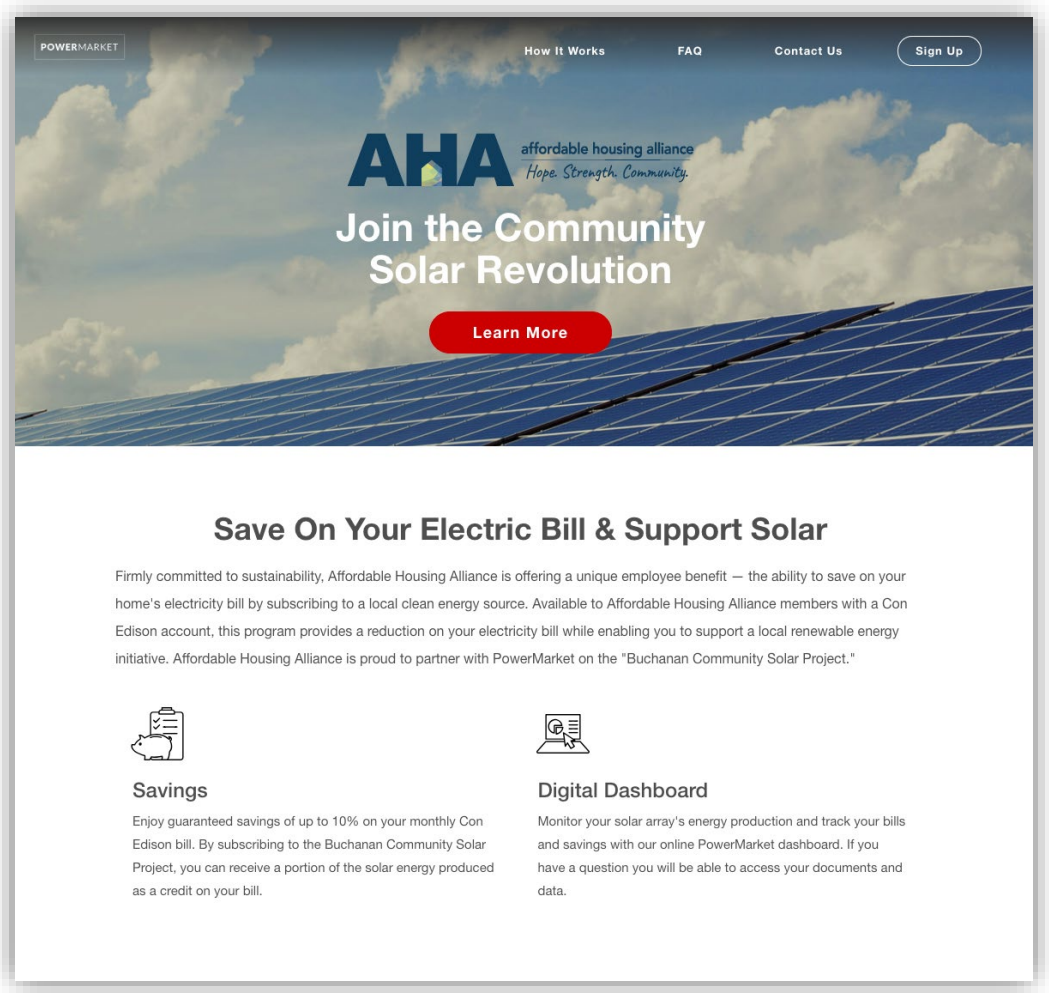



Customers who are eligible for the LMI program will have the exact same customer experience as non-LMI participants, with the only differentiating factor being that LMI subscribers fill out additional forms in their subscriber contract verifying their income status.

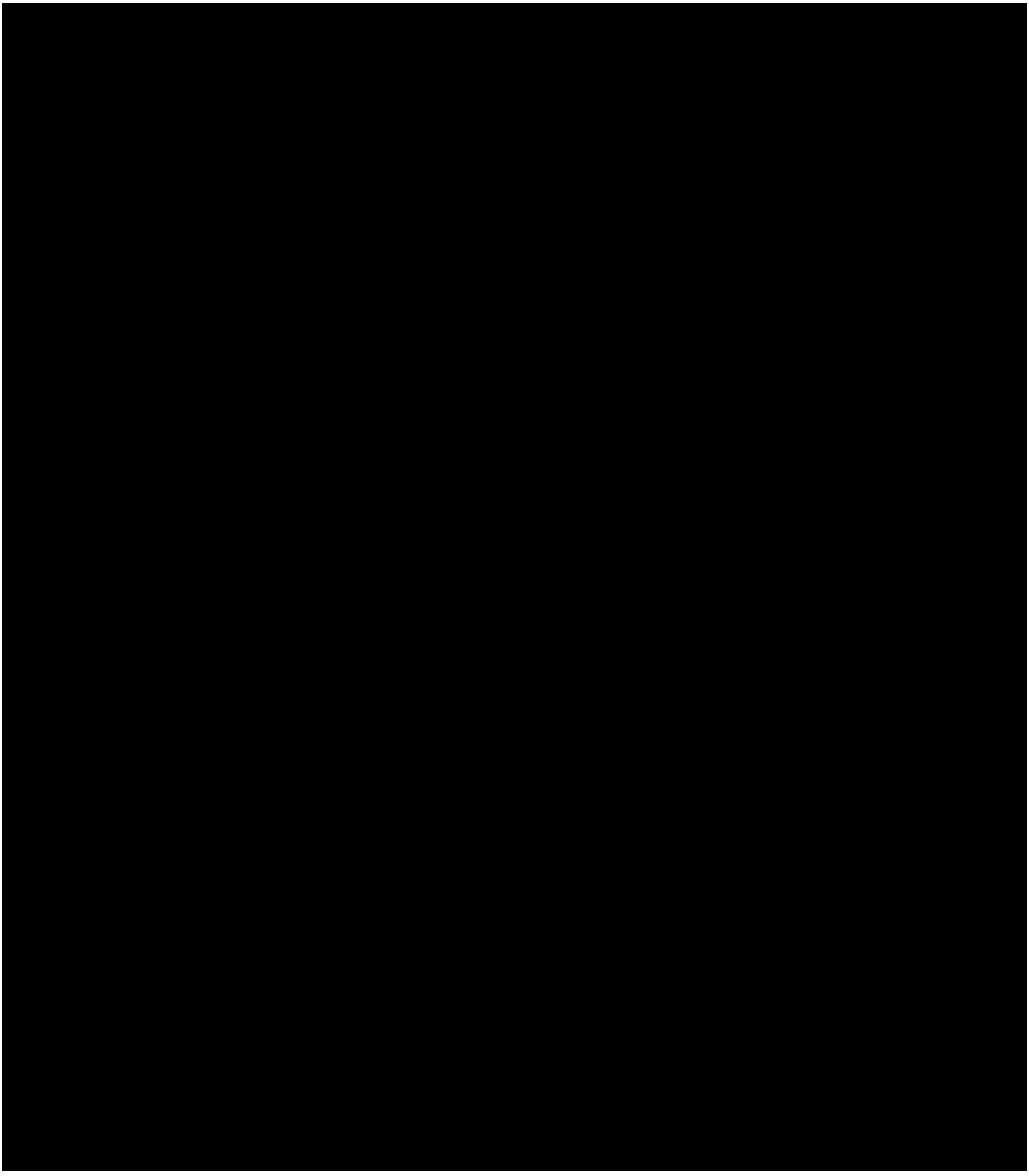
## LMI-FOCUSED PROJECTS PAGES

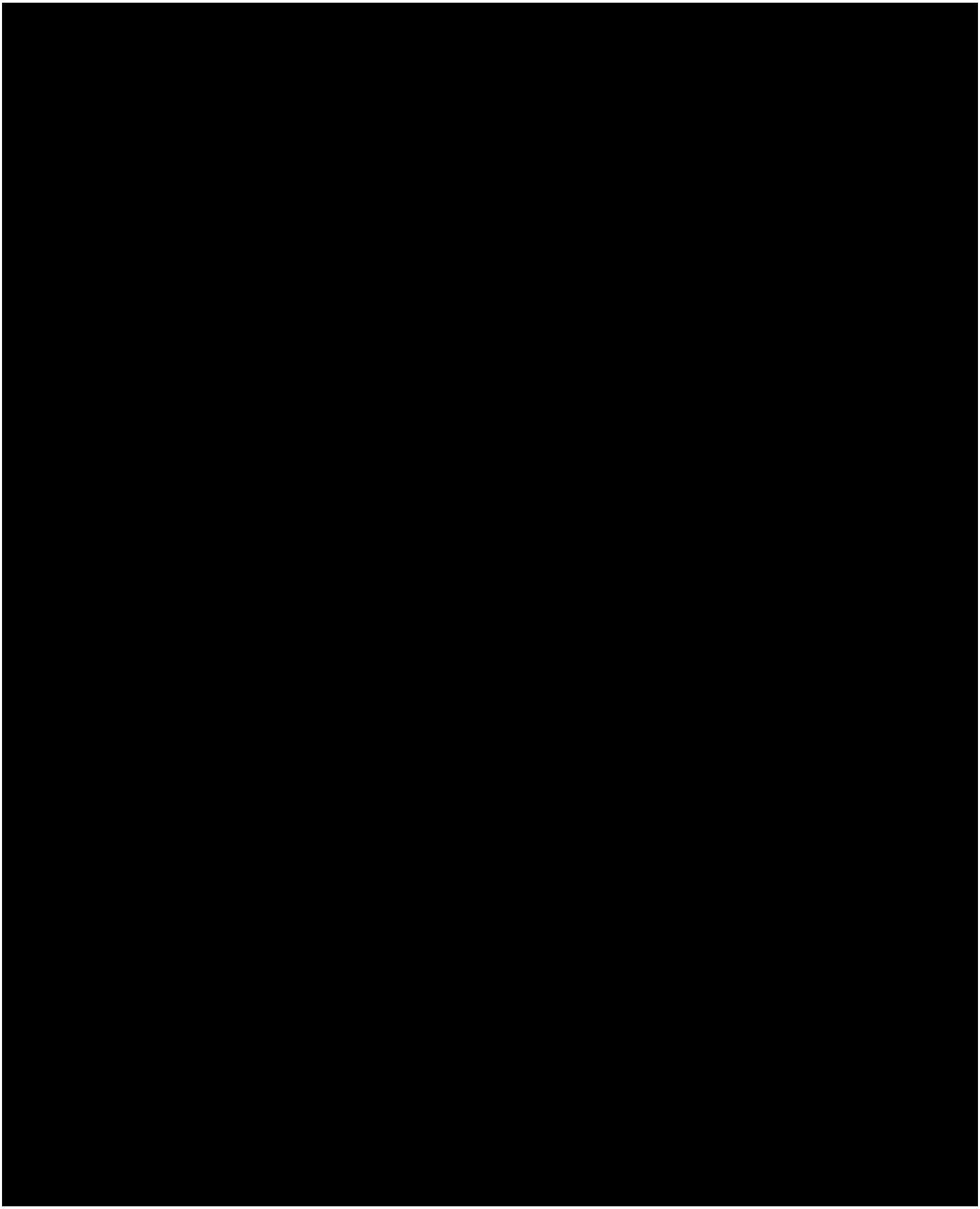
As we market directly to the LMI subscribers – and channel partners within their communities – we create content exclusive to our LMI program. We have provided a sample mock-up below.

To establish trust during the enrollment process, a majority of our focus is on channel partnerships. We have created dozens of pages like this for our LMI-focused partners and will also do so for this opportunity.




We work closely with our community-based partners to develop relevant educational content, including videos, flyers, social media campaigns, and webinars. All of this content is intended to improve community understanding of community solar and to ensure awareness of New Jersey's pilot program.



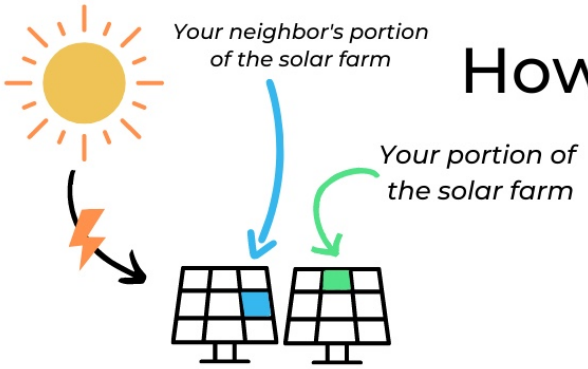


# Community Solar Program for North Jersey

POWERMARKET

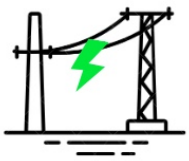
This year the state of NJ launched a program **help New Jerseyans save money each month on their electricity bill** and **keep the local environment clean** through Community Solar.

## How does it work?




Solar farms use sunlight to produce clean energy. You and your neighbors subscribe to a portion of a local project

1



This clean energy is sent to our local grid, reducing pollution in our community.

2

You save every month thanks to the solar you put on our grid

3

## What does it mean for you & the community?

Save 10% on your electricity bills each month

No installation needed. No activation or exit fees

Help reduce pollution in the community

Create high quality local jobs

As this is a new program, we are offering a $100 sign up bonus

Save your spot today!

(800) 253-4333 | http://bit.ly/HartzNJ

POWERMARKET

## How does community solar work?

Instead of putting solar panels on your roof, you and you neighbors will subscribe to a small portion of a large solar project in the area. This small portion is specific to your needs at home. You receive solar credits that are put directly on your PSEG bill. This reduces your electricity bill, **all with no commitment, installation or hassle.**

## Will I still be a customer of my utility?

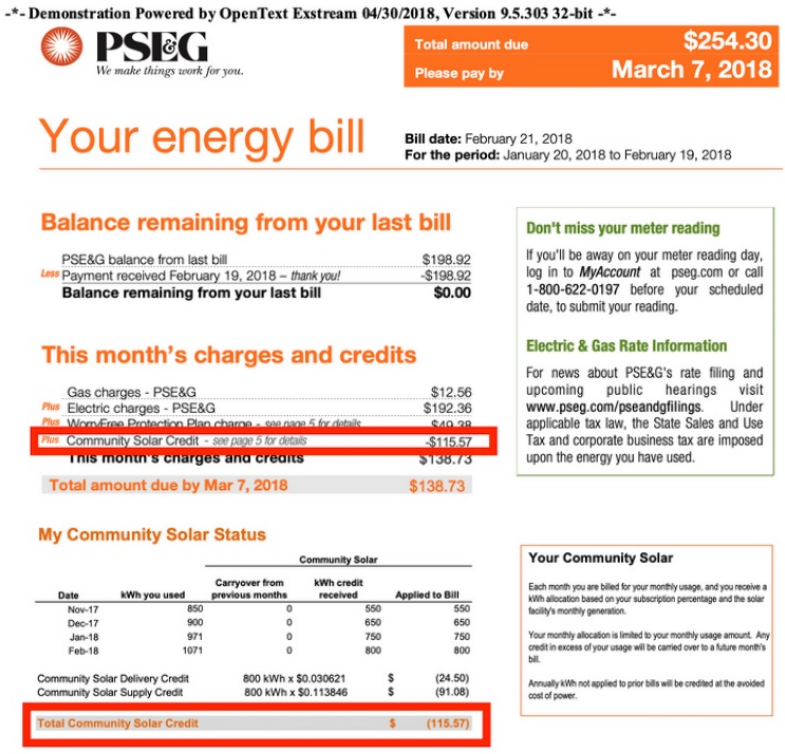
Yes. Your utility will still provide service to you, but the bill you receive from them will be lower due to the power generated from your portion of the solar farm.

## HOW DOES BILLING WORK

As a community solar subscriber, you will still receive monthly electricity bills from the utility but they will be greatly reduced by your community solar credits.

You'll also receive an electronic bill from PowerMarket. We'll bill 85% - 90% of your community solar credits - saving you 10-15%, guaranteed. **It's that simple**.

Sample PSEG bill with Solar Credits



-*- Demonstration Powered by OpenText Exstream 04/30/2018, Version 9.5.303 32-bit -*-

PSE&G
We make things work for you.

Total amount due $254.30
Please pay by March 7, 2018

Your energy bill

**Bill date:** February 21, 2018
**For the period:** January 20, 2018 to February 19, 2018

**Balance remaining from your last bill**

| | |
|---|---|
| PSE&G balance from last bill | $198.92 |
| Less Payment received February 19, 2018 – *thank you!* | -$198.92 |
| **Balance remaining from your last bill** | **$0.00** |

**This month's charges and credits**

| | |
|---|---|
| Gas charges - PSE&G | $12.56 |
| Plus Electric charges - PSE&G | $192.36 |
| Plus WarrantyFree Protection Plan charge - *see page 5 for details* | $49.38 |
| Plus Community Solar Credit - *see page 5 for details* | -$115.57 |
| **This month's charges and credits** | $138.73 |
| **Total amount due by Mar 7, 2018** | $138.73 |

**My Community Solar Status**

| Date | kWh you used | Community Solar: Carryover from previous months | Community Solar: kWh credit received | Community Solar: Applied to Bill |
|---|---|---|---|---|
| Nov-17 | 850 | 0 | 550 | 550 |
| Dec-17 | 900 | 0 | 650 | 650 |
| Jan-18 | 971 | 0 | 750 | 750 |
| Feb-18 | 1071 | 0 | 800 | 800 |

| | | | |
|---|---|---|---|
| Community Solar Delivery Credit | 800 kWh x $0.030621 | $ | (24.50) |
| Community Solar Supply Credit | 800 kWh x $0.113846 | $ | (91.08) |
| **Total Community Solar Credit** | | **$** | **(115.57)** |

**Don't miss your meter reading**

If you'll be away on your meter reading day, log in to *MyAccount* at pseg.com or call 1-800-622-0197 before your scheduled date, to submit your reading.

**Electric & Gas Rate Information**

For news about PSE&G's rate filing and upcoming public hearings visit www.pseg.com/pseandgfilings. Under applicable tax law, the State Sales and Use Tax and corporate business tax are imposed upon the energy you have used.

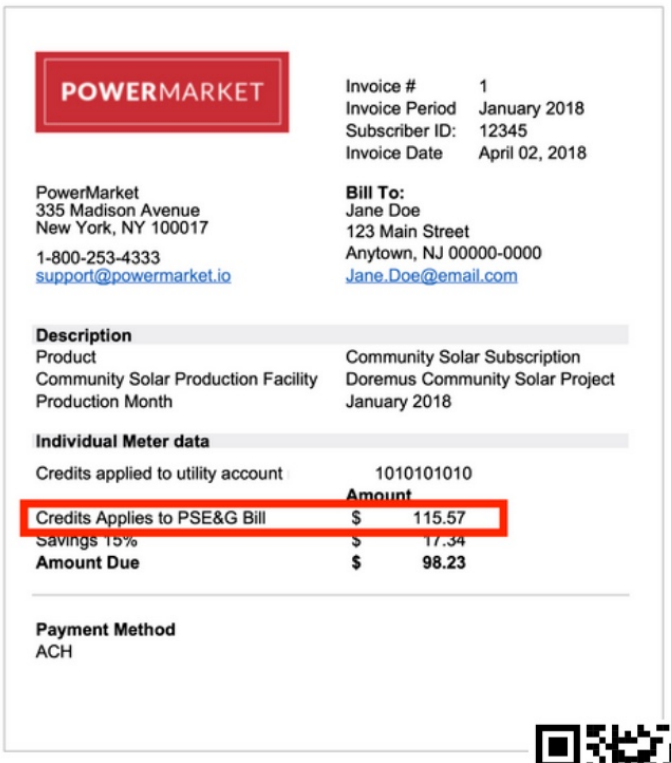
**Your Community Solar**

Each month you are billed for your monthly usage, and you receive a kWh allocation based on your subscription percentage and the solar facility's monthly generation.

Your monthly allocation is limited to your monthly usage amount. Any credit in excess of your usage will be carried over to a future month's bill.

Annually kWh not applied to prior bills will be credited at the avoided cost of power.

Sample PowerMarket bill



POWERMARKET

Invoice # 1
Invoice Period January 2018
Subscriber ID: 12345
Invoice Date April 02, 2018

PowerMarket
335 Madison Avenue
New York, NY 100017

1-800-253-4333
support@powermarket.io

**Bill To:**
Jane Doe
123 Main Street
Anytown, NJ 00000-0000
Jane.Doe@email.com

**Description**

| | |
|---|---|
| Product | Community Solar Subscription |
| Community Solar Production Facility | Doremus Community Solar Project |
| Production Month | January 2018 |

**Individual Meter data**

| | |
|---|---|
| Credits applied to utility account | 1010101010 |
| | **Amount** |
| Credits Applies to PSE&G Bill | $ 115.57 |
| Savings 15% | $ 17.34 |
| **Amount Due** | **$ 98.23** |

**Payment Method**
ACH

Save your spot today!
(800) 253-4333 | http://bit.ly/HartzNJ

POWERMARKET

# COMMUNITY SOLAR

**New Jersey's newest clean energy savings program**

- Guaranteed savings
- No equipment installation needed
- No changes to your utility

Excited about clean energy, but never thought solar was for you? With PowerMarket, now everyone can join.

**Save your spot today!**

**1(800)253-4333**

**https://hartz.powermarket.io/marketplace.html**

POWERMARKET

# FAQS

1) What is community solar?
Community solar is a new way to receive the financial benefits of clean energy without installing expensive solar panels on your property.

2) How does community solar work?
A solar array is built in your community and is connected to your electric utility. Electricity is generated from your panels or share of the project, and it lowers your electricity bill each month in the form of a solar credit. Since that credit is higher than your community solar provider, you save money each month.

3) Will I still be a customer of my utility?
Yes. Your utility will still provide service to you, but the bill you receive from them will be lower due to the power generated from your portion of the solar farm.

4) Is this program new to New Jersey?
Yes. The New Jersey Board of Public Utilities approved a pilot community solar program on January 17th, 2019. This enables the development of larger community solar farms, the first of which are being completed in 2020.

5) I have a different energy services company (ESCO). Can I join? Yes. Many people participate in both programs. Community solar can cover your entire electricity bill, and it benefits the local economy.

6) Who is eligible for community solar?
Most everyone is eligible - homeowners, renters, farmers, small businesses, houses of worship, schools, you name it!

7) How do I sign up?
To save your spot on a project visit, https://hartz.powermarket.io/marketplace.html or call our team at 1 (800) 253-4333.

**POWERMARKET**

# COMMUNITY SOLAR

## El programa mas nuevo de energía limpia con ahorros en New Jersey

- ✔ Ahorros Garantizados
- ✔ Sin Equipo de Instalación
- ✔ Sin Cambiar tu Compañía Eléctrica

¿Estas interesado en energía limpia, pero pensaste que no era para ti?
¡Todos pueden unirse a *PowerMarket*!

**Reserva tu Lugar Hoy!**
**1(800)253-4333**
**https://hartz.powermarket.io/marketplace.html**

POWERMARKET

# Preguntas Frecuentes

1) ¿Que es *community solar*?

*Community solar* es una nueva forma de recibir los beneficios financieros de la energía limpia sin instalar costosos paneles solares en su propiedad.

2) ¿Como funciona *community solar*?

Una matriz solar está construida en su comunidad y está conectada a su compañía eléctrica. La electricidad se genera a partir de sus paneles o parte del proyecto, y reduce su factura de luz cada mes en forma de un crédito solar. Dado que ese crédito es más alto que su proveedor de *community solar*, usted ahorra dinero cada mesa.

3) ¿Seguire siendo cliente de mi compañía eléctrica?

Sí. Su servicio de servicios públicos seguirá brindándole servicio, pero la factura que reciba de ellos será menor debido a la energía generada por su porción de la granja solar.

4) ¿Este programa es nuevo en New Jersey?

Sí. El *New Jersey Board of Public Utilities* aprobó un programa piloto de *community solar* el 17 de enero de 2019. Esto permite el desarrollo de granjas de *community solar* más grandes, las primeras de las cuales se están completando en 2020.

5) Soy parte de una empresa de servicio de energía (ESCO) diferente. ¿Puedo participar?

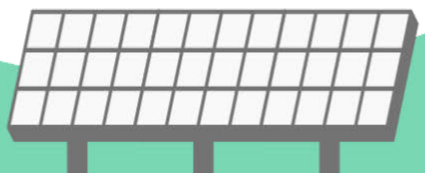
Sí. Muchas personas participan en ambos programas. La energía de *community solar* puede cubrir toda su factura de luz, y beneficia a la economía local.

6) ¿Quién es elegible para participar en community solar?

La mayoría de todos son elegibles - propietarios, inquilinos, agricultores, pequeñas empresas, casas de culto, escuelas, lo que sea!

7) ¿Como me inscribo?

Para guardar su lugar en un proyecto, vaya a https://hartz.powermarket.io/ marketplace.html o llame a nuestro equipo al 1 (800) 253-4333.



JOIN US, NEW JERSEY!

# COMMUNITY SOLAR 101 WEBINAR

*Learn how you can join this new state program and SAVE on your monthly electricity bills*

## OCTOBER 22 | 7 PM

JOIN THE EVENT HERE:
HTTPS://BIT.LY/NJSOLAR

POWERMARKET

# Lower your electric bill with solar without installing solar panels

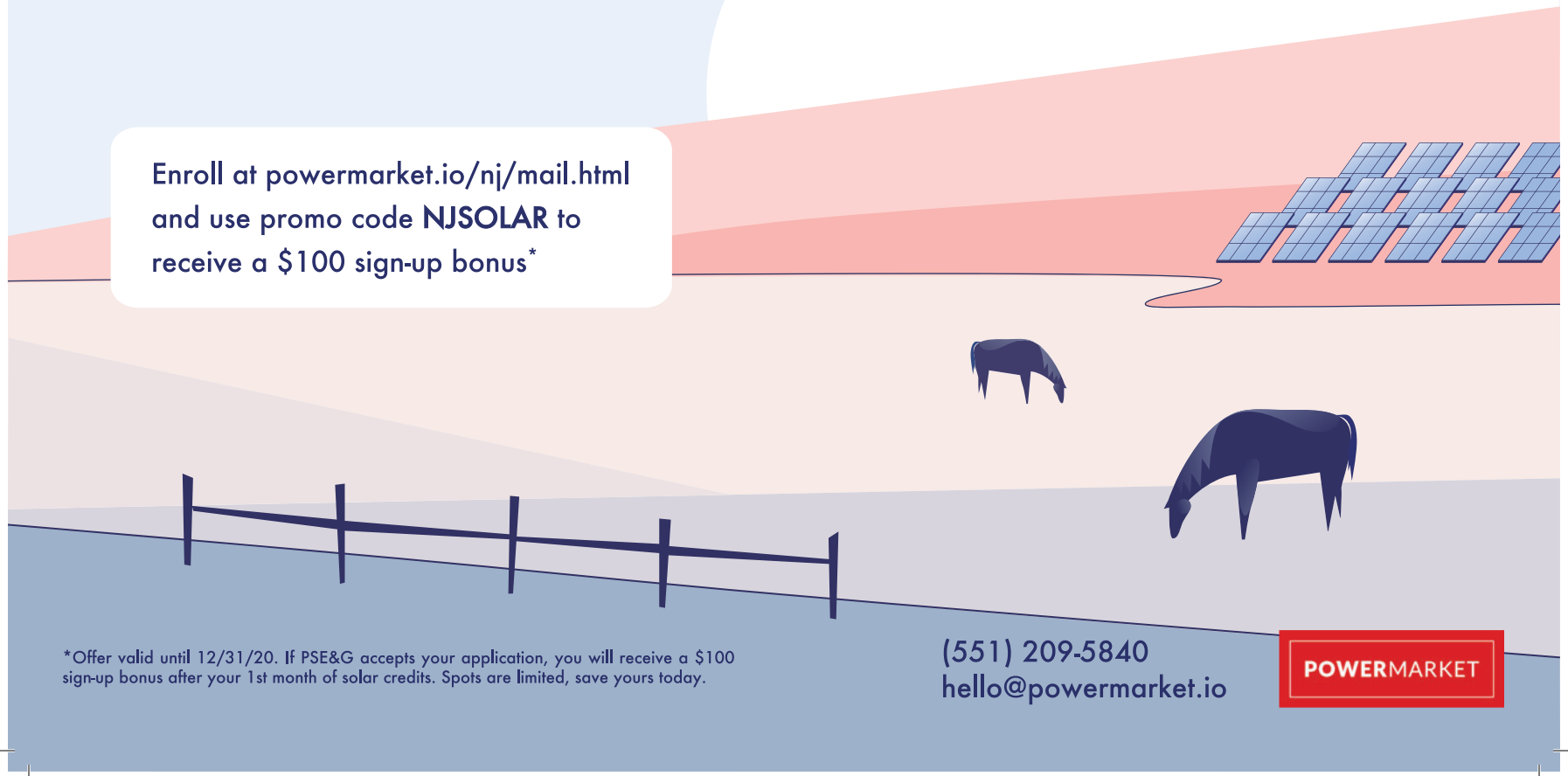
- Receive guaranteed savings on your electric bill of up to 15%
- Skip the expensive solar installation
- Pay less to PSE&G each month

Use promo code **NJSOLAR** to receive a $100 sign-up bonus!

***Enroll at powermarket.io/nj/mail.html***

# Join an existing community solar project. Don't wait to start saving!

Enroll at powermarket.io/nj/mail.html and use promo code **NJSOLAR** to receive a $100 sign-up bonus*



*Offer valid until 12/31/20. If PSE&G accepts your application, you will receive a $100 sign-up bonus after your 1st month of solar credits. Spots are limited, save yours today.

(551) 209-5840
hello@powermarket.io

POWERMARKET

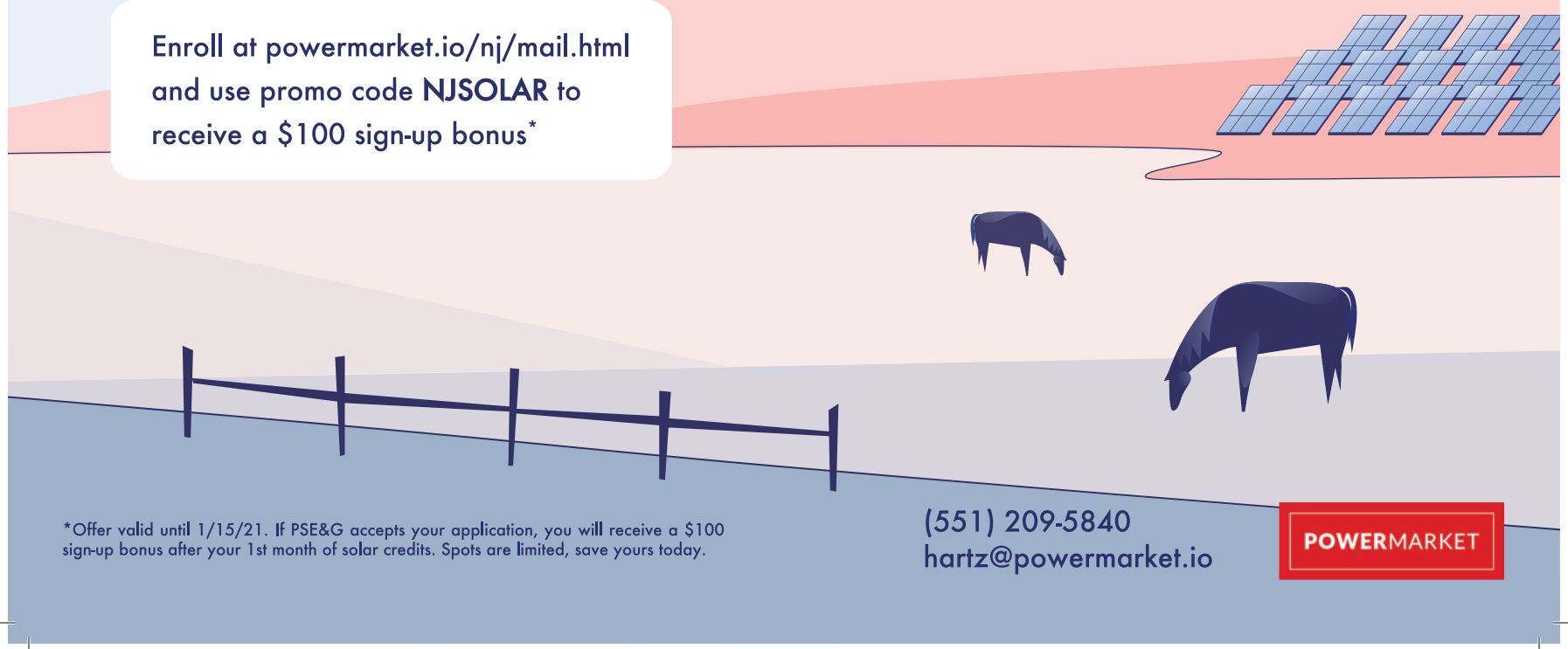
# Lower your electric bill with solar without installing solar panels

- Receive guaranteed savings on your electric bill of up to 15%
- Skip the expensive solar installation
- Pay less to PSE&G each month

***Enroll at powermarket.io/nj/mail.html***

# Join an existing community solar project. Don't wait to start saving!

Enroll at powermarket.io/nj/mail.html and use promo code **NJSOLAR** to receive a $100 sign-up bonus*



*Offer valid until 1/15/21. If PSE&G accepts your application, you will receive a $100 sign-up bonus after your 1st month of solar credits. Spots are limited, save yours today.

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