

Section B: Con	nmunity Solar Energy Project Description		
*This name wi	ill be used to reference the project in corresp	ondence with the Applicant.	
I. Applicant Co	ontact Information		
Applicant Com	npany/Entity Name:		
		:	
	ling Address:		
		Zip Code:	
Applicant is:	$\square$ Community Solar Project Owner $\square$	Community Solar Developer/Facility Installer	
	☐ Property/Site Owner ☐	Subscriber Organization	
		d)	
		11//	
II. Community	Solar Project Owner		
A C	Alexandra de la company		
Project Owner	Company/Entity Name (complete if known):		
	First Name:Last Name:		
Davtime Phone	e: Email:	Tenerous	
Mailing Addres	SS:	10110199	
	County:	Zip Code:	
_	n)Cleanener	gy.com	
III. Community	/ Solar Developer		
This section,	"Community Solar Developer," is optional	if: 1) the Applicant is a government entity	
(municipal, cou	unty, or state), AND 2) the community solar	developer will be selected by the Applicant via	
•	other bidding process. In all other cases, this		
, •	,	•	
Developer Con	mpany Name (optional, complete if applicable	e):	
		:	
	ss:		
Municipality: _	County:	Zip Code:	
· · ·		<del></del>	
The proposed	community solar project will be primarily bu	ilt by:	
T the Develor	ner a contracted engineering proce	rement and construction ("EPC") company	



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

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

EPC Company Name (optional,	complete if applicable):	
First Name:	Last Name: _	
Daytime Phone:	Email:	
Mailing Address:		
		Zip Code:
IV. Property/Site Owner Inform	nation	
Property Owner Company/Ent	ity Name:	
		(X 1 / 2
		Zip Code:
	New Jersey's	
V. Community Solar Subscriber	r Organization (optional, compl	lete if known)
	CIACIT	
If this section. "Community S	olar Subscriber Organization."	" is left blank and the proposed project is
Ay Ay	-	lar Energy Pilot Program, the Applicant must
4 6 1 7		er Organization becomes known.
Subscriber Organization Comp	any/Entity Name (optional, cor	mplete if applicable):
		Zip Code:
, ,	·	
VI. Proposed Community Solar	Facility Characteristics	
Community Solar Facility Size (	as denominated on the PV pan	nels): 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.		
	County:	
Name of Property (optional, co	omnlete if annlicable):	



Proper	ty Block and Lot Number(s):		
Comm	unity Solar Site Coordinates:	Longitude	Latitude
Total A	creage of Property Block and Lots: _	acres	
Total A	creage of Community Solar Facility:	acres	
located reques	a delineated map of the portion of in PDF format. The map must be to submit a copy of the delineate lile (.shp), in order to facilitate integral.	provided in color. Note: Apped map as a design plan in dr	olications may be required upon awing file format (.dwg) or as a
EDC el	ectric service territory in which the p	proposed community solar fac	ility is located: (select one)
	☐ Atlantic City Electric	☐ Jersey Centra	al Power & Light
	☐ Public Service Electric 8	k Gas ☐ Rockland Ele	ctric Co.
faith espurpose *Project up to a must b change	ted time from Application selection stimate of the date of project completes only.): (month) to completion is defined pursuant to and including having subscribers reduce fully operational within 12 monter according to the proposed rule amoposed community solar facility is an If "Yes," the Application will not provisions for projects having reception to February 19, 2019.  *An existing project is defined in and/or been approved by the Boa 19, 2019.	etion; however, this data is be (year) o the definition at N.J.A.C. 14 ceive bill credits for their subs hs of receiving conditional ap endment described in the Tere n existing project* be considered by the Board eived a subsection (t) condition	ing collected for informational  :8-9.3 as being fully operational, scription to the project. Projects oproval by the Board (subject to ms and Conditions).  ———————————————————————————————————
VII. Co	mmunity Solar Facility Siting		
1.	The proposed community solar proof of site control of "Yes," attach proof of site control of "No," the Application will be deer "Site control is defined as propert lease, or signed contract for use community solar site. The site control be contingent on the approval	ol.  emed incomplete.  ty ownership or option to pur  as a community solar site or  trol must be specific to the pro	chase, signed lease or option to option to contract for use as a pject in this Application, and may



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
17-	"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).
	diedi Acres funding (as defined at N.J.A.C. 7.30).
4.	The proposed community solar facility is located, in part or in whole, on (check all that apply):
	□ a landfill (see guestion 7 below)
	a brownfield (see question 8 below) = rgy.com
	$\square$ an area of historic fill (see question 9 below)
	$\square$ a rooftop (see question 10 below)
	$\square$ a canopy over a parking lot or parking deck
	$\square$ a canopy over another type of impervious surface (e.g. walkway)
	$\square$ a water reservoir or other water body ("floating solar") (see question 11 below)
	$\square$ a former sand or gravel pit or former mine
	$\square$ 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

\*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 <a href="https://www.nj.gov/dep/dshw/lrm/landfill.htm">www.nj.gov/dep/dshw/lrm/landfill.htm</a> :
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?
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?
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? $\square$ Yes $\square$ 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?



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 $\square$ Yes $\square$ 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")
15.	The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity
	facility. njcleanenergy.com program m
16.	The proposed community solar facility is located, in part or in whole, on land that includes trees $\square$ Yes $\square$ No
	Construction of the proposed community solar facility will require cutting down one or more trees
	If "Yes," estimated number of trees required to be cut for construction:
	If "Yes," estimated number of acres of trees that required to be cut for construction:
17.	Are there any use restrictions at the site? $\square$ Yes $\square$ 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? $\Box$ Yes $\Box$ No
	If "Yes," explain the modification below.
18	The proposed community solar facility has been specifically designed or planned to preserve or
10.	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.
N-	New Jersey's
	cleanenergy
	njcleanenergy.com
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)
	*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.	attachment to this Application
	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 <u>not required</u> 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.
	y y i cananaran
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	Permitting	Date Permit Applied for (if applicable) /
& Description	Agency/Entity	Date Permit Received (if applicable)
		( )   / / /
S AL	nu laveaule	
140	in Jersey 3	
ibpui -	100In	
5. The Applicant has consulted the	ne hosting capacity map	of the relevant EDC via the EDC's website
(links are available on the NJC	CEP website) and detern	nined that, based on the capacity hosting
map as published at the date o	f submission of the Appli	cation, there is sufficient capacity available
at the proposed location	nicleanenerov.	proposed community solar facility
' '		\( \sigma\) Yes \( \sigma\) No
	or the capacity nosting n	nap at the proposed location, showing the
available capacity.		
If the hosting capacity map she	ows insufficient capacity	, the Application will not be considered by
the Board, unless the Applica	nt provides: 1) a letter	from the relevant EDC indicating that the
hosting capacity map is incorr	ect in that location, or 2	) an assessment from the relevant EDC of
the cost of the interconnection	n upgrade that would be	required to enable the interconnection of
		oplicant to pay those upgrade costs if the
project were to be selected by		opinionit to pay those applicate costs it the
• •		for which the besting conscitu man shows
	•	for which the hosting capacity map shows
	· ·	on may be eligible for a waiver of this
requirement. If this applicatio	n is seeking to exercise	this waiver, please check "Yes" below and
attach the waiver re	quirements as de	scribed in the Board's Order:
https://www.njcleanenergy.co	m/files/file/Community	Solar/FY21/8E%20-
%20ORDER%20PSEG%20Interd	connection.pdf.	
		ap waiver: 🗆 Yes 🗆 No



6.	The Applicant has conducted an interconnection study for the proposed system (optional)
	If "Yes," include the interconnection study received from the EDC.
IX. Cor	nmunity Solar Subscriptions and Subscribers
1.	Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range):
2.	Estimated or Anticipated Breakdown of Subscribers (please provide a good faith estimate or range of the kWh of project allocated to each category):  Residential: Commercial: Industrial: Other: (define "other":)
3.	The proposed community solar project is an LMI project*
4.	The proposed community solar project has a clear plan for effective and respectful customer engagement process
5.	The proposed community solar project will allocate at least 51% of project capacity to residential customers
6.	An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project
	If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?



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

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

7.	This project uses an anchor subscriber <i>(optional)</i> $\square$ Yes $\square$ No If "Yes," name of the anchor subscriber <i>(optional)</i> :
	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?
	subscription are being passed through to the tenants?
	New Jersey's
	cleanenergy
	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

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
	$\square$ Same county OR same county and adjacent counties
	$\square$ 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 $\Box$ Yes $\Box$ No If "Yes," the guaranteed or fixed savings are offered as:
	$\square$ A percentage saving on the customer's annual electric utility bill
	<ul><li>☐ A percentage saving on the customer's community solar bill credit</li><li>☐ Other:</li></ul>
	If "Yes," the proposed savings represent:
	$\square$ 0% - 5% of the customer's annual electric utility bill or bill credit
	$\square$ 5% - 10% of the customer's annual electric utility bill or bill credit
	$\square$ 10% - 20% of the customer's annual electric utility bill or bill credit
	$\square$ 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
6	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
	<ul><li>☐ A percentage saving on the customer's community solar bill credit</li><li>☐ Other:</li></ul>
	If "Yes," the proposed savings represent:
	$\square$ 0% - 5% of the customer's annual electric utility bill or bill credit
	$\square$ 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
	$\Box$ 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 $\square$ Yes $\square$ 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
If "Yes," the contact information indicated on the Board's website should read:
Company/Entity Name: Contact Name:
Daytime Phone: Email:
*It is the responsibility of the project's subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.
X. Community Engagement
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
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* $\square$ Yes $\square$ 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
/1	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.

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#### XI. Project Cost

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

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

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



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

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:



1.	The proposed communit	y solar facility will	be paired with sto	orage □ Yes□ No	)
	If "Yes," please describe	the proposed stor	rage facility:		
	a. Storage system s	ize:	MW	MWh	
	b. The storage off	taker is also a s	ubscriber to the	proposed community solar facil	ity
				☐ Yes ☐ No	)
*C	ommunity solar credits w	ill only be provide	ed to community	solar generation; credits will not	be
pro	ovided to energy discharge	ed to the grid from	n a storage facility	(i.e. no "double counting").	
2.	The proposed communit	y solar facility will	be paired with or	ne or more EV charging stations	
				🗆 Yes 🗆 No	)
	If "Yes," how many EV ch	arging stations: _			
	Will these charging station	ons be public and	or private?		
	Please provide additiona	l details:			



3.	The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers
5.	The proposed community solar project will create temporary or permanent jobs in New Jersey    Yes   No   Yes," estimated number of temporary jobs created in New Jersey:
XIII. Spe	ecial 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)?



2.	<ul> <li>If "Yes," please demonstrate below (and attach supporting documents as relevant):</li> <li>a. That the project is sited on the property of a multi-family building.</li> <li>b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.</li> </ul>
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?
Board	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?
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 $\square$ Yes $\square$ 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)
	No," the project will not be considered for eligibility as an opt-out community solar project.  The proposed opt-out project has been authorized by municipal ordinance or resolution
C.	
If "	Yes," attach a copy of the municipal ordinance or resolution allowing the development,
	nership, and operation an opt-out community solar project, contingent on the proposed rules
	ng approved by the Board.
1	No," the project will not be considered for eligibility as an opt-out community solar project.
"	vo, the project will not be considered for engionity as an opt-out community solar project.
D.	The proposed opt-out project will allocate all project capacity to LMI subscribers
	nicleanenergy.com
If "I	No," the project will not be considered for eligibility as an opt-out community solar project.
E.	Describe the process by which the municipality will identify the customers that will be
	automatically enrolled in the proposed opt-out project:

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



adhere to the existing "opt-in" rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1))
🗆 Yes 🗆 No
Attach an affidavit that the municipal project owner will comply with all applicable rules and
regulations, particularly those relating to consumer privacy and consumer protection.





#### Section C: Certifications

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

**Applicant Certification** 

The undersigned warrants, certifies, and represents that:

- 1) I, Caristian Dick (name) am the Managing Member (title) of the Applicant BTR Project Company, 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: Christin Date: January 27th, 2021 Print Name: Christian F. Dick Company: BTR Project Company, LLC Title: Managing Member

Signed and sworn to before me on this 4m day of FUNWY, 2021
Signature
SUM Jynn Zybwa
Name



#### **Project Owner Certification**

The undersigned warrants, certifies, an	na represent	s that:
---	--------------	---------

- 1) I, <u>Cherstian Dick</u> (name) am the <u>Managing Member</u> (title) of the Project Owner <u>Flatiron Power, LLC</u> (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.

Notary Public - California
San Diego County
Commission # 2321217
My Comm. Expires Feb 11, 202



#### **Property Owner Certification**

- 1) I, Michael R. Mercier (name) am the Senior Vice President, Link Logistics (title) of the Property BRE 130 CLINTON OWNER LLC,:) 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: Muchael N. Mus	Date: <u>January 26, 2021</u>
Print Name: Michael R. Mercier	Link Levistin - Real Footes (Course) (BBFIT) behavirin Courses NI 4880/ LIC
Title: Senior Vice President	Company: Link Logistics Real Estate (Owner) / BREIT Industrial Canyon NJ 1W04, LLC
Signed and sworn to before me on this	day of, 20
Huch	
Signature	
Name	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 26th day of January 20 21, by Michael R. Mercier

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Junia Brown



#### 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, Pierre Moses (name) am the President / CEO (title) of the Project Developer 127 Energy (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
- 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.

Program Year 2, Application Period 1



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#### Appendix A: Product Offering Questionnaire

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

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

This Questionnaire is Product Offering number of	(total number of product offerings).
This Product Offering applies to:  LMI subscribers non-LMI subscribers both LMI and non-LMI subscribers  1. Community Solar Subscription Type (examples: kilowar of community solar facility's nameplate capacity, perpercentage of subscriber's actual usage):	tt hours per year, kilowatt size, percentage ercentage of subscriber's historical usage,
<ul> <li>2. Community Solar Subscription Price: (check all that application)</li> <li>☐ Fixed price per month</li> <li>☐ Variable price per month, variation based on:</li> <li>☐ The subscription price has an escalator of</li> </ul>	
3. Contract term (length): months, or	years OR $\square$ month-to-month
<ul> <li>4. Fees</li> <li>☐ Sign-up fee:</li> <li>☐ Early Termination or Cancellation fees:</li> <li>☐ Other fee(s) and frequency:</li> </ul>	
5. Does the subscription guarantee or offer fixed savings	



If "Yes," the savings are guaranteed or fixed:	
$\square$ As a percentage of monthly utility bill	
$\square$ As a fixed guaranteed savings compared to average historic bill	
$\square$ As a fixed percentage of bill credits	
☐ Other:	

6. Special conditions or considerations:





## BTR Project Company-13

130 Clinton Road, Fairfield, NJ

February 5th, 2021



February 5, 2021

New Jersey Board of Public Utilities 44 South Clinton Ave Trenton, New Jersey 08625

Re: Community Solar Application for BTR Project Company - 13 Additional Information

Dear Members of the Board.

The Wunder Company ("Wunder", dba Wunder Capital), as the sole owner of Flatiron Power, LLC and the Applicant, BTR Project Company, LLC, is pleased to submit this application for a .3076 MW DC rooftop community solar project for participation in the second year of New Jersey's Community Solar Pilot Program. At Wunder, we are committed to both increasing the deployment of and lowering the barriers to distributed scale renewable energy assets across the United States. Core to our company's mission is enabling scale. While this is one project, we have put together a team that will not only execute on this project, but do so in such a way that can foster scale and duplication for the financing, engineering, and development segments of the solar industry of similar types of community solar projects in New Jersey. Given this is a pilot program, we feel this is essential to both our long-term growth strategy as a business within the Garden State, but also to provide the most economic benefits to the state overtime.

By locating this project on otherwise unused commercial rooftop space, we will be able to forgo the need for using valuable open space for new solar development. This will allow the project to blend into the built environment in a more traditional way that is amenable to the host community. Leading up to the submission of this application, the project team has taken extensive steps to ensure the host community has been informed and involved in the design of this project, and there is a clear line of communication for all project related questions by the neighboring community and local officials. By keeping our target area of subscribers to the adjacent counties, we will further be able to ensure the economic benefits of this project will first flow to the local LMI residents closest to the project. As the solar industry scales, social and environmental equity and community engagement must be key tenants to how projects are designed.

Wunder is truly excited to use this project to directly be a part of that scaling and enable future projects in New Jersey to follow its template of success.

Thank you,

Christian Dick Lead Director, Project Development Wunder Capital

#### **PROJECT NAME**

### Table of Contents

Attachment 1 Lease Contract

Attachment 2 Site Plan and Equipment

**Attachment 3** Structural Engineering Documents

Attachment 4 Site Improvements

Attachment 5 Permitting

**Attachment 6** Community Solar Product Offering

Attachment 7 Affordable Housing Provider Letter

Attachment 8 Community Outreach

Attachment 9 Internship Offer and Plan

Attachment 10 Project Cost





## The Project Team

The Wunder project team is assembled to leverage each entity's core strengths to provide the most economic benefit to the State of New Jersey via the successful implementation of this project. It is compromised of the following entities:



#### **WUNDER CAPITAL**

Responsibility: Owner of project and development companies. Primary lead on project and financing.



#### 127 ENERGY

Responsibility: EPC and development partner.



#### **POWERMARKET**

Responsibility: Community solar subscriber

#### ABOUT WUNDER CAPITAL

Based in Boulder, Colorado and operating across the United States, Wunder Capital is the leading financier of commercial & industrial ("C&I") scale solar assets across the country. Founded in 2013, the company has used it software driven approach to provide over \$500MM of capital to C&I projects across all major US solar markets. To date, Wunder has helped build 40+ MW of solar across New Jersey.

Over the past 18+ months, Wunder has built on its core business' success as a lender within the C&I solar industry and established a new vertical focused on development and long-term equity ownership of assets (Flatiron Power). Through this vehicle, Wunder will further drive scale and standardization within the US C&I marketplace and control more solar assets to commercial operation. To date, Wunder's development and equity team have grown a 150MW+ pipeline across 12 different states. New Jersey is a particular priority for Wunder, given the state's future and historic outlook for enabling solar deployment.

Wunder will serve as the long term equity owner on this project and enable all financing of the assets if awarded.

More information can be found about Wunder Capital at www.wundercapital.com/about.



## The Project Team

#### **ABOUT 127 ENERGY**

127 Energy is a solar developer/EPC with operations across North America. Founded in 1997, the company has developed and/or constructed a variety of grid-tied and micro-grid systems ranging of various sizes for public schools, Fortune 1000 companies, and philanthropic endeavors. With East Coast operations based out of New Jersey, and the team having developed 7.5 MW+ for public schools within the state, 127's team has a keen understanding of the local development dynamics and construction requirements to bring projects to commercial operation.

As the EPC and development partner, 127 is responsible for all construction management and permitting for the project in partnership with Wunder Capital.

More information can be found about 127 Energy at www.127energy.com.

#### **ABOUT POWERMARKET**

Based out of New York City, PowerMarket is a leading software platform and community solar management service for the community solar industry. Working with both utilities and solar developers, PowerMarket uses its software platform and analytics to enable easy customer sign up, transparent marketing, and community solar subscription management services.

PowerMarket operates in all major US community solar markets including New York, Massachusetts, Illinois, Maine, Maryland, Minnesota, and was a participant in the Year-1 procurement for New Jersey. Further, in each of these markets PowerMarket has direct experience marketing to and working with LMI customers in an ethical and responsible way.

Given this broad experience in managing, subscribing, and marketing to community solar and LMI customers, PowerMarket will be responsible for all community solar subscription related activities.

More Information can be found about PowerMarket at powermarket.io.



# Project Siting, Design, and Site Control

#### PROJECT SITING

The project will be located entirely on the rooftop of the commercial building located at 130 Clinton Road, Fairfield, NJ. Wunder has unilateral, unrestricted site control on this rooftop and easements to/from with the landlord, BRE 130 Clinton Owner, LLC, via an executed Site Lease Agreement. For clarification, BRE 130 Clinton Owner, LLC is a wholly owned entity of Link Logistics Real Estate, the commercial real estate arm of the Blackstone Group. A redacted form of this Agreement is attached to this overview via Attachment 1.

The project will utilize only Tier-1 solar modules and industry-leading racking, inverters, and BOS equipment. Attachment 2 provides a full site plan of the proposed system on the property. As presently designed the system uses 676 number of Longi 455w panels, a 5-degree tilt, PanelClaw ballasted racking, and Solar Edge inverters. Per requirement 10 within Section VII. "Community Solar Facility Siting", Wunder has undertaken a full structural analysis of the property to ensure it has sufficient capacity to host the additional weight of a solar system. This report is provided in Attachment 3. Further, Wunder is providing additional equipment information from the racking provider, PanelClaw, demonstrating the additional weight provided for in the structural analysis report is within their requirements for wind and snow loading for ballasted systems in this part of the United States. This letter is also provided in





Attachment 3.



# Project Siting, Design, and Site Control (Cont.)

Lastly, while the project is a rooftop project, the Wunder team has worked closely with the property owner to use the solar project, and its revenue, to enable specific site enhancements on the property per requirement 18 within Section VII. "Community Solar Facility Siting". Link and Wunder are formally committing to the following:



**POLLINATOR** / **PLANT HABITAT**: Wunder has established a working relationship with the NJ Land Conservancy to donate funds to support pollinator projects throughout the Garden State as a result of this project's existence.



**Site Improvements**: To ensure the properties are in the best condition for property tax assessments to the local municipality, Link is committing to use the lease revenue received from hosting this project to pull forward planned real estate improvements on the property such as exterior painting, LED lighting, and/or parking lot improvements.

These commitments are memorialized in the signed letters provided as Attachment 4 to this application.



## Permitting

Wunder has consulted the hosting capacity map for this section of the PSE&G grid and found there to be sufficient hosting capacity for this sized system. This is shown in Figure 1.0 below.

Wunder submitted all interconnection application materials to PSE&G via FedEx on December 22nd, 2020. They were received on December 24th, 2020. Evidence of the receipt is included in Attachment 5. Lastly, Wunder has received information from the utility company that they did not plan to review interconnection applications ahead of NJ BPU award. This application receipt indication is provided in Attachment 5.

Wunder has consulted with local municipal staff to confirm no non-ministerial permits are required for the project, and the project may follow the ministerial permitting process for commercial rooftops. This correspondence is provided in Attachment 5

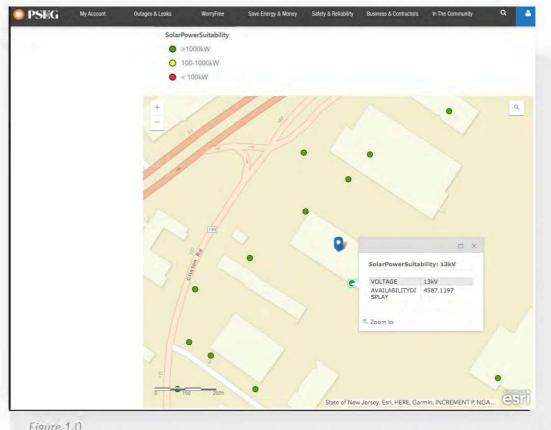


Figure 1.0



## Community Solar Product Offering

Please refer to Attachment 6, Memorandum of Understanding ("MOU") between Wunder Capital and PowerMarket, that describes the direct product to be offered to subscribers of this project per requirements of Section IX. "Community Solar Subscriptions and Subscribers".

## Community Engagement

Our project team has identified all project stakeholders and engaged them directly to introduce the project and its benefits to the host community. This project is sited on property that is compatible with the land use requirement for the local zoning, and therefore does not require any non-ministerial permitting applications.

Specifically, to meet the requirements of Requirement 3 of X. "Community Engagement", Wunder has done the following:



AFFORDABLE HOUSING PROVIDER: Wunder has established an initial long-term partnership via a letter-of-intent with New Jersey Community Capital, an affordable housing provider, to introduce participation in the program to its LMI tenants in housing with Essex County. Please refer to Attachment 7.

Specifically, to meet the requirements of Requirement 4 of X. "Community Engagement", Wunder has done the following (collectively the following examples are attached as **Attachment 8**:



NJ GARDEN STATE PORTFOLIO WEBINAR: To facilitate broad awareness of our project, and collective portfolio of projects, Wunder Capital and 127 Energy conducted a webinar introducing the projects to various community organizations throughout New Jersey in the Fall of 2020. Present at this webinar were representatives from the NAACP, NJ Environmental Justice Alliance, NJ Sustainable Business Council, Environment New Jersey, the NJ Sierra Club, and New Jersey Citizen Action.



VOTE SOLAR COALITION LETTER OF SUPPORT: Wunder Capital and 127 Energy presented this project to the Mid-Atlantic Director for Vote Solar, who is responsible for state policy in New Jersey, Pari Kasotia. Ms. Kasotia signed the attached letter of support for this project, which we have included as part of this application.



## Community Engagement (Cont.)



**NEIGHBOR OUTREACH LETTER:** On January 21st, 2021, Wunder Capital sent the attached letter to all adjacent properties to the project to introduce the project, open a channel of communication for questions, and further introduce community solar as a concept to New Jersey residents.



#### INTRODUCED PROJECT TO TOWN OFFICIALS TO CONFIRM PROCESS: ESS: On

December 8th, 2020, the Project team reached out to Fairfield Construction Official Jennifer Bergstrom, and confirmed in writing the Town's process for reviewing these types of projects and established a line of communication with the Town about the Project.



MUNICIPAL INVOLVEMENT: On January 8th, 2021, Wunder discussed the project and introduced the Town formally supporting the Project with Planning Board Member, Steve Bury. Ultimately, formal support was not given for this project out of a desire to stay impartial to all solar projects coming forward within the municipality. However, the Town did not oppose the project and appreciated the introduction and opportunity for comment at this stage of the development cycle.



# Other Benefits

Wunder's team was unequivocally committed to both maximizing the stated ways in which the most social and environmental justice attributes could be created by the economics of this Project.

To meet Requirement 2, "Section XII Other Benefits", Wunder and Link are committing to the following:



LEASE LINK is committing to the installation of a Level 2 EV Charger at this location that will be open to the public. Wunder and 127 Energy will enable the installation of this charging station during the installation of the solar project. Please refer to the letter of commitment in Attachment 4 between Link and Wunder outlining the arrangement, and type of system to be installed.

To meet Requirement 3, "Section XII Other Benefits", Wunder, Link, and PowerMarket are committing to the following:



**ENERGY AUDITS**: Link will conduct an Energy Audit at its facilities with its tenants as part of this project for onsite commercial energy usage. Additionally, as outlined in Attachment 6, Wunder will offer an energy audit, free of charge for each subscriber engaging in the project. This will be outlined as part of the product offering to the customer and entirely elective by the customer.

To meet Requirement 4 and 5, "Section XII Other Benefits", Wunder and 127 Energy are committing to the following:



TEMPORARY JOBS IN NEW JERSEY: Y: Wunder and 127 Energy, as part of the EPC contract for this project, will use entirely New Jersey based labor for the electrical and construction labor of this project. We estimate the number of jobs generated during construction to be 10 people/individuals.



JOB TRAINING OPPORTUNITIES IN NEW JERSEY: RSEY: Wunder Capital has contacted the Coordinator of Career Resources for Essex County College and determined mutual interest for offering a remote-based internship to its students in support of our NJCS projects. Wunder will continue to structure the internship program to create the greatest impact possible for Essex County's students, following further discussions with Essex County College. The initial framework of this internship is provided in Attachment 9.

Additionally, Blackstone (via Link Logistics), as a result of Wunder's community solar projects is focusing its hiring processes to under-resourced communities for New Jersey activities. This focus is outlined in Attachment 9.



# **Project Cost**

Per requirement 1 of Section XI, Wunder has provided evidence of the Project Costs provided on the Application form for the Commission to review. These are attached in **Attachment 10**.



# Closing Remarks

In these challenging times, the importance of community solar cannot be understated. By fostering the installation of local, community based renewable energy that is specifically designed to serve LMI customers, Wunder can provide New Jersey with clean energy to meet its climate goals, more dollars in the pockets of LMI households' monthly budgets via bill savings, and provide temporary jobs and job training to New Jersey residents within the fast growing, and well paying, renewable energy industry. That is the 21st century economic vision community solar provides New Jersey. And that is the 21st century economic vision Wunder fully intends to deliver to New Jersey if awarded this project.

Thank you for your consideration.



# Attachment 1: Site Control Documents

**Comment:** For commercial propriety, Wunder Capital has included select pages from its Lease Agreement with Link Logistics. These pages are intended to serve as evidence that site control has been formally executed. Should further pages within the document be deemed necessary for review by the BPU, Wunder would be happy to provide more complete redacted copies.

## **Included Documents:**

1. Select Pages from Executed Lease Agreement between the Wunder Company and Link Logistics' Project Company.

#### SOLAR POWER FACILITY SITE LEASE AGREEMENT

This Solar Power Facility Site Lease Agreement (the "<u>Lease</u>" or the "<u>Agreement</u>") is made and entered into as of December <u>11</u>, 2020 (the "<u>Execution Date</u>"), between BRE 130 CLINTON OWNER LLC, a Delaware limited liability company ("<u>Lessor</u>"), and Flatiron Power, LLC, a Delaware limited liability company ("<u>Lessor</u>").

#### **OPERATIVE TERMS**

In consideration of the mutual covenants and agreements set forth in this Lease, Lessor and Lessee agree as follows:

# ARTICLE 1 DEFINITIONS

For the purposes of this Lease, the following terms shall have the following meanings:

- "<u>Affiliate</u>" means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.
- "Attorneys' Fees" means reasonable attorneys' and court fees and costs incurred by a Party, including attorneys' and court fees and cost for trial and appellate proceedings.
  - "Base Rent" has the meaning set forth in Article 4.1.
  - "Building" shall mean the building that is located on the Property.
  - "Building Leases" has the meaning set forth in Section 6.7.
- "Casualty" means damage or destruction by fire or other casualty to the Solar Power Facilities or the Premises.
  - "Commercial Operation Date" has the meaning set forth in Article 3.1.
- "Common Areas" shall mean all parking areas (as may be expressly limited herein), pedestrian walkways, driveways and access roads, entrances and exits, and landscaped areas on the Property.
  - "Due Diligence Period" has the meaning set forth in Article 3.2.
  - "Event of Default" has the meaning set forth in Article 19.1.
  - "Execution Date" has the meaning set forth in the introductory paragraph of this Lease.
- "<u>Financing Parties</u>" shall mean (x) any individual, entity, financial institution, leasing company, tax credit aggregator, or lender providing funds or extending credit to Lessee or its Affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.
- "Force Majeure" means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting the Property, (v) change of law imposing regulatory burden or prohibition upon Lessee, (vi) withdrawal of required governmental authorizations or permits, (vii) damage to or breakdown of necessary facilities or transportation delays or accidents or material supply chain disruptions, (viii) acts of vandalism, (ix) requirement by a utility that a Solar Power Facility discontinue

**IN WITNESS WHEREOF,** the Parties have executed this Lease on the day and year first above written.

#### Lessor:

**BRE 130 CLINTON OWNER LLC,** 

a Delaware limited liability company

James Maneri

By:--FAB12F98FA8F40C...

Name: James V. Maneri Title: Vice-President

#### Address for notice purposes:

BRE 130 CLINTON OWNER LLC, c/o Link Logistics Real Estate Management LLC 602 W. Office Center Drive, Suite 200 Fort Washington, PA 19034 Attn: Lease Administration

With a Copy To:

BRE 130 CLINTON OWNER LLC, c/o Link Logistics Real Estate Management LLC 90 Park Avenue, 32<sup>nd</sup> Floor New York, NY 10016 Attn: General Counsel Lessee:

FLATIRON POWER, LLC, a Delaware Limited Liability Company

By: Flatiron Power, LLC Name: Sam Beaudin

Title: Authorized Signatory

Address for notice purposes:

1743 Walnut Street, Suite 1 Boulder, Colorado 80302 Attn: Rick Noble, Chief Legal Officer

#### **EXHIBIT A**

#### DESCRIPTION OF THE PROPERTY

ALL that tract or parcel of land and premises, situate, lying and being in the Township of Fairfield, County of Essex and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the southerly line of Clinton Road where the same is intersected by the division line of lots 12 and 13; thence

- (1) Running along the southerly line of Clinton Road on a curve curving to the right having a radius of 922.37 feet and an arc distance of 68.23 feet to a point; thence
- (2) Still along same North 48 degrees 58 minutes East 180.63 feet to a point on the former centerline of Mar Court: thence
- (3) Running along said center line South 52 degrees 43 minutes East 300.15 feet to a point: thence
- (4) South 37 degrees 17 minutes West 30.00 feet to the side line of former Mar Court; thence
- (5) Running along the side line of former Mar Court on a curve curving to the right having a radius of 220.00 feet an arc distance of 134.39 feet to a point; thence
- (6) Still along same South 17 degrees 43 minutes East 107.74 feet to a point; thence
- (7) Still along same on a curve curving to the left having a radius of 280.00 feet and an arc distance of 21.26 feet to a point; thence
- (8) Making a new line through lot 15.02 South 39 degrees 52 minutes 35 seconds West, 232.89 feet to the northerly line of Lot 9 Block 701; thence
- (9) Running along said line North 50 degrees 07 minutes 25 seconds West 79.32 feet to a point; thence
- (10) Still along same and along the northerly line of lot 11, North 50 degrees 02 minutes 31 seconds West 390.80 feet to the easterly line of Lot 12; thence
- (11) Running along said line of lot 12 North 43 degrees 54 minutes 48 seconds East 90.46 feet to a corner in the same; thence
- (12) Running along the northerly line of lot 12 North 42 degrees 30 minutes 18 seconds West, 112.45 feet to the point and place of BEGINNING.

Together with an easement described as follows:

BEGINNING at a point on the southerly side line of a 24' wide easement distant 419.83 feet along same on a course of South 49 degrees 27 minutes 45 seconds East from the easterly side line of Clinton Road, said point being on the former westerly side line of Mar Court (now vacated); thence:

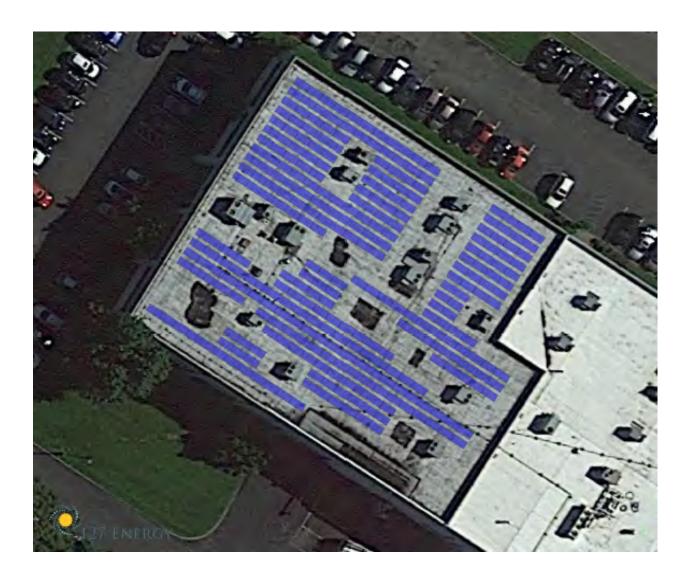
- (1) Running along said southerly line of 24' wide easement South 49 degrees 27 minutes 45 seconds. East 17.47 feet: thence
- (2) Still along same on a curve curving to the right having a radius of 288.00 feet and an arc distance of 253.04 feet to a point, said point being on a proposed new subdivision line; thence
- (3) Running along said proposed subdivision line South 53 degrees 44 minutes 42 seconds West 55.50 feet to a point on the former side line of Mar Court; thence

- (4) Running along the former side line of Mar Court North 17 degrees 43 minutes West 107.74 feet to a point; thence
- (5) Still along same on a curve curving to the left having a radius of 220.00 feet and an arc distance of 35.54 feet to the point and place of BEGINNING.

Note for Information: Being known and designated as Tax Lot 14 in Block 701 for the Township of Fairfield. County of Essex, State of New Jersey.

Note for Information: Being commonly known as 130 Clinton Road, Fairfield, New Jersey.





20,000 Square Feet located on the roof of the Property.

These are good faith estimates, which the parties anticipate will change one or more times during development. These and any final plans are subject to the approvals in the Lease. The "Reserve Areas" shall mean those areas of the Premises occupied by Lessor's HVAC Units, antennas and other communication equipment, and water collection facilities, and/or such other equipment as Lessor shall deem reasonably necessary or appropriate (collectively, the "Rooftop Utilities") as of the date of the Execution Date, together with such additional Rooftop Utilities as Lessor may install from time to time, in accordance with the terms of the Lease, subject to the payment of any applicable Termination Payment.

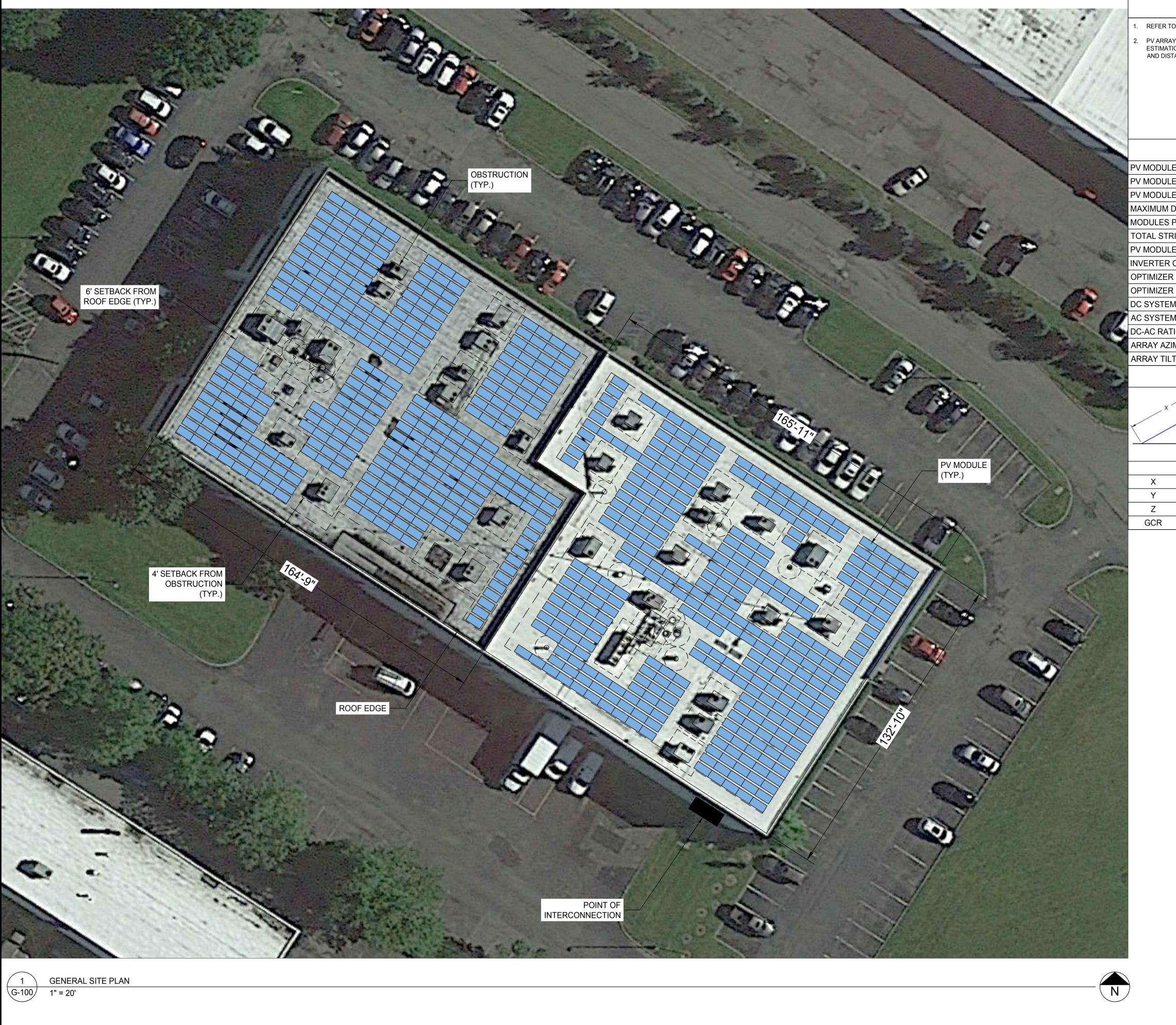


# Attachment 2: Site Plan and Equipment

**Comment:** For commercial propriety, Wunder Capital has included select pages from its Lease Agreement with Link Logistics. These pages are intended to serve as evidence that site control has been formally executed. Should further pages within the document be deemed necessary for review by the BPU, Wunder would be happy to provide more complete redacted copies.

## **Included Documents:**

- 1. Site Plan of proposed project.
- 2. Single Line Diagram of proposed electrical wiring and system design. Note, this is the same Diagram used for Wunder's interconnection application to PSE&G.
- 3. Longi Solar Panel



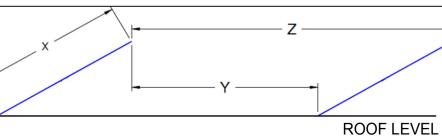
# **GENERAL NOTES**

- REFER TO E-600 SINGLE LINE DIAGRAM FOR ELECTRICAL DETAILS.
- 2. PV ARRAY LAYOUT SHOWN HERE IS BASED ON GOOGLE MAPS ESTIMATION. CONTRACTOR TO VERIFY ACTUAL OUTLINE, DIMENSIONS AND DISTANCE BETWEEN ARRAYS, OBSTRUCTIONS & ROOF EDGES.

# SYSTEM DESCRIPTION

ı	PV MODULE MANUFACTURER	LONGI
	PV MODULE PART NUMBER	LR4-72HPH 455
	PV MODULE WATTAGE	455
	MAXIMUM DC SYSTEM VOLTAGE	1000 VDC
Č	MODULES PER STRING	30 , 32
	TOTAL STRINGS	21
	PV MODULE COUNT	676
	INVERTER COUNT	(2) SE100K, (1) SE33.3K
	OPTIMIZER MODEL	SE P950
	OPTIMIZER COUNT	338
	DC SYSTEM SIZE - KW	307.6
7	AC SYSTEM SIZE - KW	233.3
b	DC-AC RATIO	1.32
á	ARRAY AZIMUTH	213°
	ARRAY TILT	5°

# ROOF COVERAGE RATIO



		FEET	METER	
	Х	3.41	1.04	MODULE WIDTH
	Y	0.92	0.28	AISLE WIDTH
	Z	4.33	1.32	PITCH
1	GCR	7	9%	X/Z





WUNDER CAPITAL 1743 WALNUT ST, BOULDER, CO 80302, USA PHONE: +1 (720) 460-9825

NOT FOR CONSTRUCTION

ROOF-TOP PHOTOVOLTAIC SOLAR SYSTEM

PROJECT 24 130 CLINTON ROAD FAIRFIELD, NJ 07004

0	PREMILINARY	12/22/20
REV. NO	DESCRIPTION	DATE

SHEET TITLE:

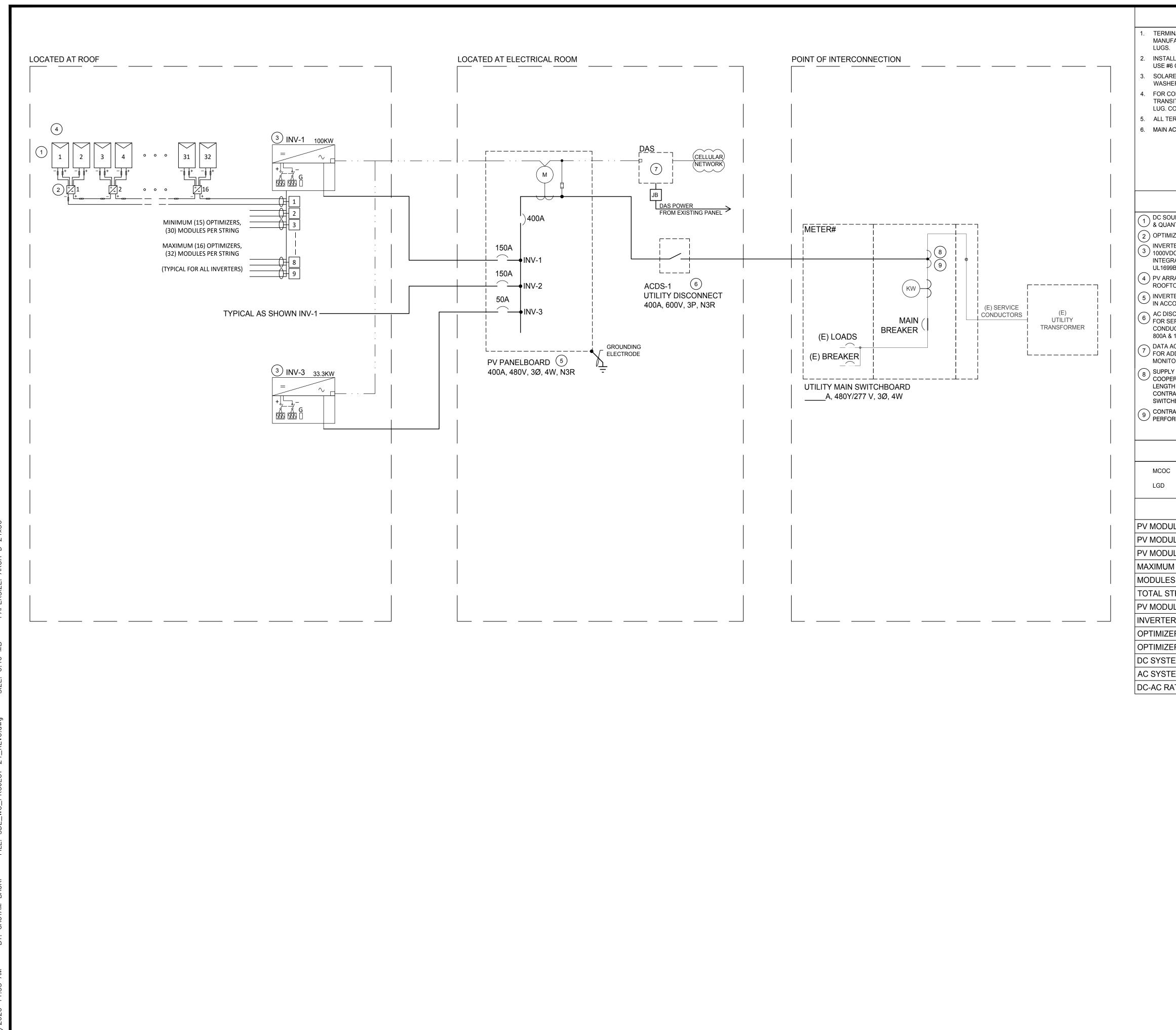
GENERAL SITE PLAN

PROJ. MGR.: SS PROJ. ENGR.: SS DATE: 12/07/2020

DRAWN BY: GB CHECKED BY: GB SCALE: AS SHOWN

DRAWING NO.

G-100



# **GENERAL NOTES**

- TERMINATE ALUMINUM CONDUCTORS IN LISTED AL/CU EQUIPMENT PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. NO MECHANICAL LUGS.
- 2. INSTALL SOURCE CIRCUIT GROUND PER NEC 250.120 (C) OTHERWISE USE #6 CU EGC
- 3. SOLAREDGE OPTIMIZERS DO NOT REQUIRE AN EGC, INSTALL STAR WASHERS PROVIDED WITH EACH OPTIMIZER FOR GROUNDING.
- 4. FOR CONDUCTORS LARGER THAN THE MAXIMUM TERMINAL SIZE, TRANSITION TO MAXIMUM CONDUCTOR SIZE ALLOWED BY TERMINAL LUG. CONDUCTOR TO BE NEC COMPLIANT.
- 5. ALL TERMINAL RATINGS ARE 75°C
- 6. MAIN AC DISCONNECT FUSES SHALL MATCH EXISTING AIC RATING AT MAIN.

# KEYNOTES

- DC SOURCE CIRCUITS: PV MODULES CONNECTED IN SERIES STRINGS. SIZE & QUANTITY AS SHOWN (TYP.)
- 2) OPTIMIZER: SOLAREDGE P950
- INVERTER: SOLAREDGE. KW RATING AS SHOWN, 480VAC, 3PH-4W, NEMA 3R, 1000VDC, INTEGRATED DC DISCONNECTS AND DC FUSES. UL LISTED WITH INTEGRAL ANTI-ISLANDING PROTECTION. COMPLIES WITH UL1741SA:2010, UL1699B, CSA-C22.2, IEEE1547 (TYP.)
- PV ARRAY: CONSISTS OF PHOTOVOLTAIC MODULES MOUNTED ON ROOFTOP PHOTOVOLTAIC SOLAR RACKING SYSTEM (TYP.)
- 5 INVERTER AC COLLECTION PANEL: EATON (O.A.E), BUS BAR RATING SIZED IN ACCORDANCE WITH CEC 705.12(B)(2)(3)(c).
- 6 AC DISCONNECT: HEAVY DUTY, VISIBLE BLADE, SAFETY SWITCH SUITABLE FOR SERVICE ENTRANCE USE. EATON TYPE DH (O.A.E.) BOND NEUTRAL CONDUCTOR PER NEC 250.24(C). INSTALL COMPRESSION LUG KITS ON 800A & 1200 A SAFETY SWITCHES.
- DATA ACQUISITION SYSTEM: COORDINATE WITH EPC PROJECT MANAGER FOR ADDITIONAL INSTALLATION REQUIREMENTS. NGOM IS FOR CUSTOMER MONITORING PURPOSES ONLY.
- 8 SUPPLY SIDE CONNECTION PER CEC 705.12(A) & CEC 230.82(6). INSTALL COOPER BUSSMAN (O.A.E.) CABLE LIMITERS WHERE SERVICE CONDUCTOR LENGTH EXCEEDS 10' AS PERMITTED BY NEC 705.31. ELECTRICAL CONTRACTOR TO CONFIRM CONDITION AND RATING OF EXISTING SWITCHBOARD. NOTIFY ENGINEER IN CASE OF DISCREPANCY.
- 9 CONTRACTOR TO CERTIFY SWITCHGEAR TO UL AFTER SUPPLY SIDE TAP IS PERFORMED.

# **ABBREVIATIONS**

MCOC MAXIMUM CONTINUOUS OUTPUT CURRENT

LGD LISTED GROUNDING DEVICE

# SYSTEM DESCRIPTION

OTOTEM DECORM TION		
PV MODULE MANUFACTURER	LONGI	
PV MODULE PART NUMBER	LR4-72HPH 455	
PV MODULE WATTAGE	455	
MAXIMUM DC SYSTEM VOLTAGE	1000 VDC	
MODULES PER STRING	30 , 32	
TOTAL STRINGS	21	
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INVERTER COUNT	(2) SE100K, (1) SE33.3K	
OPTIMIZER MODEL	SE P950	
OPTIMIZER COUNT	338	
DC SYSTEM SIZE - KW	307.6	
AC SYSTEM SIZE - KW	233.3	
DC-AC RATIO	1.32	





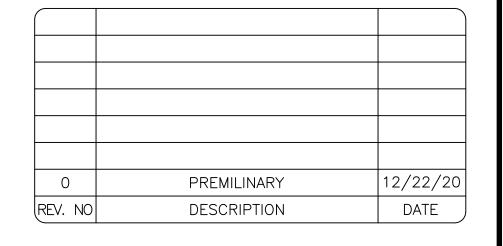
WUNDER CAPITAL

1743 WALNUT ST, BOULDER, CO 80302, USA
PHONE: +1 (720) 460-9825

NOT FOR CONSTRUCTION

ROOF-TOP PHOTOVOLTAIC SOLAR SYSTEM

PROJECT 24 130 CLINTON ROAD FAIRFIELD, NJ 07004



SHEET TITLE

SINGLE LINE DIAGRAM

PROJ. MGR.: SS PROJ. ENGR.: SS DATE: 12/07/2020

DRAWN BY: GB CHECKED BY: GB SCALE: AS SHOWN

DRAWING NO.

E-600

# Hi-MO 4

# LR4-72HBD 425~455M

- Suitable for ground power plants and large C&I projects
- Advanced module technology delivers superior module efficiency
  - M6 Gallium-doped Wafer 9-busbar Half-cut Cell
- Globally validated bifacial energy yield
- · High module quality ensures long-term reliability



12-year Warranty for Materials and Processing



30-year Warranty for Extra Linear Power Output

# Complete System and **Product Certifications**

IEC 61215, IEC 61730, UL 61730

ISO 9001:2008: ISO Quality Management System

ISO 14001: 2004: ISO Environment Management System

TS62941: Guideline for module design qualification and type approval

OHSAS 18001: 2007 Occupational Health and Safety









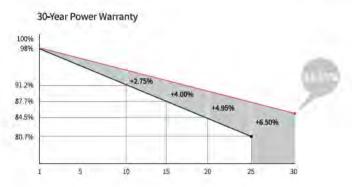


# LR4-72HBD 425~455M

20.9% MAX MODULE EFFICIENCY 0~+5W POWER TOLERANCE

<2% FIRST YEAR POWER DEGRADATION 0.45% YEAR 2-30 POWER DEGRADATION HALF-CELL Lower operating temperature

### **Additional Value**

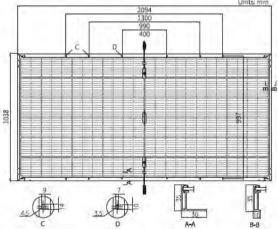






#### **Mechanical Parameters**

Cell Orientation	144 (6×24)
Junction Box	IP68, three diodes
Output Cable	4mm², positive 400 / negative 200mm length can be customized
Glass	Dual glass, 2.0mm coated tempered glass
Frame	Anodized aluminum alloy frame
Weight	27.5kg
Dimension	2094×1038×35mm
Packaging	30pcs per pallet / 150pcs per 20' GP / 660pcs per 40' HC



<b>Electrical Characteristics</b>	STC: AM1.5 1000	)W/m <sup>2</sup> 25°C	Test uncertainty for Pm	ex: ±396			
Power Class	425	430	435	440	445	450	455
Maximum Power (Pmax/W)	425	430	435	440	445	450	455
Open Circuit Voltage (Voc/V)	48.7	48.9	49,1	49.2	49.4	49.6	49.8
Short Circuit Current (Isc/A)	11.22	11.30	11.36	11,45	11.52	11.58	11.65
Voltage at Maximum Power (Vmp/V)	40.4	40.6	40.8	41.0	41.2	41.4	41.6
Current at Maximum Power (Imp/A)	10.52	10.60	10.66	10.73	10.80	10.87	10.93
Module Efficiency(%)	19.6	19.8	20.0	20.2	20.5	20.7	20,9

**Operating Parameters** 

Operational Temperature	-40°C ~ +85°C	
Power Output Tolerance	0~+5W	
Voc and Isc Tolerance	±3%	
Maximum System Voltage	DC1500V (IEC/UL)	
Maximum Series Fuse Rating	25A	
Nominal Operating Cell Temperature	45±2°C	
Protection Class	Class II	
Fire Rating	UL type 29	
Bifaciality	70±5%	

**Mechanical Loading** 

Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm Hailstone at the speed of 23m/s

### Temperature Ratings (STC)

Temperature Coefficient of Isc	+0.050%/°C
Temperature Coefficient of Voc	-0.284%/°C
Temperature Coefficient of Pmax	-0.350%/°C



Floor 19, Lujiazui Financial Plaza, Century Avenue 826, Pudong Shanghai, China

Tel: +86-21-80162606 Web: en.longi-solar.com Specifications included in this datasheet are subject to change without notice. LONGi reserves the right of final interpretation. (20201231V12)

# **INVERTERS**

# Three Phase Inverters for the 277/480V Grid for North America

SE20KUS / SE30KUS / SE33.3KUS / SE40KUS



# The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for superior efficiency (98.5%) and longer strings
- Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- Small, lightest in its class, and easy to install outdoors or indoors on provided bracket

#### RAPID SHUTDOWN COMPLIANT

- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- Integrated Safety Switch
- UL1741 SA certified, for CPUC Rule 21 grid compliance



# / Three Phase Inverters for the 277/480V Grid(1) for North America

SE20KUS / SE30KUS / SE33.3KUS / SE40KUS

MODEL NUMBER	SE20KUS	SE30KUS	SE33.3KUS	SE40KUS	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXK - SEXXK-USX8IXXXX				
OUTPUT					<u> </u>
Rated AC Power Output	20000	30000	33300	40000	W
Maximum apparent AC output power	20000	30000	33300	40000	VA
AC Output Line Connections	4W + PE		3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-N)		244 - 2	277 - 305		Vac
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-L)		422.5 -	480 - 529		Vac
AC Frequency Min-Nom-Max <sup>(2)</sup>		59.3 -	60 - 60.5		Hz
Maximum Continuous Output Current (per Phase)	24	36.25	40	48.25	Aac
GFDI Threshold			1		Α
Utility Monitoring, Islanding Protection, Country Configurable Set Points		,	Yes		
Total Harmonic Distortion		:	≤ 3		%
Power Factor Range		+/- 0	0.85 to 1		
INPUT					
Maximum DC Power (Module STC)	27000	45000	50000	60000	W
Transformer-less, Ungrounded		,	Yes		
Maximum Input Voltage DC+ to DC-		1	.000		Vdc
Nominal Input Voltage DC+ to DC-		3	350		Vdc
Maximum Input Current	26.5	36.25	40	48.25	Adc
Maximum Input Short Circuit Current	33		55		Adc
Reverse-Polarity Protection		Yes			
Ground-Fault Isolation Detection	1MΩ Sensitivity	167kΩ Sensitivity <sup>(3)</sup>			
CEC Weighted Efficiency	98	98.5			%
Night-time Power Consumption	<3	<4			W
ADDITIONAL FEATURES					
Supported Communication Interfaces		2 x RS485, Etherne	et, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in access point for local connection				
Arc Fault Protection	Integrated, User Configurable (According to UL1699B)				
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified				
RS485 Surge Protection Plug-in		Supplied with th	ne inverter, Built-in		
DC Surge Protection	Type II, field replaceable, optional	Тур	e II, field replaceable, Bui	ilt-in	
AC Surge Protection	-	Тур	e II, field replaceable, Bui	ilt-in	
DC Fuses (Single Pole)	-		25A, Built-in		
Smart Energy Management		Export	Limitation		
DC SAFETY SWITCH					
DC Disconnect		Inte	grated		
STANDARD COMPLIANCE					
Safety	UL1741, UL1741 SA	A, UL1699B, CSA C22	2.2, Canadian AFCI accord	ling to T.I.L. M-07	
Grid Connection Standards			e 21, Rule 14 (HI)		
Emissions		FCC par	t15 class A		
INSTALLATION SPECIFICATIONS	1	·			
AC output conduit size / AWG range	3/4" minimum / 12-6 AWG		<sup>3</sup> / <sub>4</sub> " or 1" / 6 - 10 AWG		
DC input conduit size / AWG range		3/4" or 1" /	′ 6 - 12 AWG		
Number of DC inputs pairs	2		4		
Dimensions with Safety Switch (H x W x D)	30.5 x 12.5 x 10.5 / 775 x 315 x 260	31.8	x 12.5 x 11.8 / 808 x 317	x 300	in / mm
	74.2 / 33.7		78.2 / 35.5		lb / kg
Weight with Safety Switch	7 1.2 / 55.7	Fans (user replaceable)			
Weight with Safety Switch Cooling	7 1.2 7 33.7	Fans (user	replaceable)		
	< 50	Fans (user	replaceable) < 62		dBA
Cooling		·	•		dBA °F/°C
Cooling Noise		-40 to +140	< 62		

<sup>(1)</sup> For 120/208V inverters refer to: https://www.solaredge.com/sites/default/files/se-three-phase-us-inverter-208V-setapp-datasheet.pdf (2) For other regional settings please contact SolarEdge support (3) Where permitted by local regulations

<sup>(4)</sup> For power de-rating information refer to: https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf



# Attachment 3:

# Structural Engineering

**Comment**: The below attachments are evidence that the roof is structurally sufficient for solar development.

# **Included Documents:**

- 1. Structural Report
- 2. Racking company information



30 South Main Street Bel Air, MD 21014

Phone: (410) 399-9844

Owner/Client:

Flatiron Power, LLC 1743 Walnut Street Boulder, CO 80302

# Structural Calculations for:

# **Roof Structural Feasibility Report**

130 Clinton (North) Fairfield, NJ

December 10, 2020

ISE Job #: 20-3177



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of New Jersey, License No. GE 47911

	Table of contents showing pages or sheets covered by this seal				
1	Cover Page				
2 - 3	Project Preliminary Scope and Conclusion				
4	Roof Framing Plan				
5	Allowable Solar Area Plan				
6	Design Loading				
7	Open Web Steel Joist Info				
8	Girder Beam Info				
9 - 19	RISA-3D Reports for Joists & Beams				



30 South Main Street Bel Air, MD 21014 Phone: (410) 399-9844

Sht:	PL - 1
Date:	8/18/2020
#:	20-3120
Δ:	_

# Project Scope & Conclusions

#### Introduction

It is proposed to install solar electric panels on the roof of the warehouse at 130 Clinton (north) in Fairfield, NJ. Per the site visit performed by our office, the roof system is comprised of K-Series open web steel joists with wide flange steel girders w/ 1-1/2" thick roof decking and single ply membrane, TPO type roofing material. There is no gravel present.

#### Applicable Codes:

2018 International Building Code (IBC) / ASCE 7-10 Minimum Design Loads for Structures

#### Load Cases

Applicable Load Cases for Allowable Stress Design Per ASCE 7-16 Section 2.4.1 \*See Design Load Sheet for all Design Loads

#### Wind & Snow Loads

The wind and snow loads are published by the code and have been verified with this resource. The wind design speed is 115 mph and the exposure category should be determined by the solar racking engineer of record. The ground snow load is 30 psf. Per the code, a flat roof snow load of 21 psf could have been used for design. However, per local typical conservative design, a **flat roof snow load of 25 psf was used** in design.

#### Worst Load Case:

Load Case #3 = D + H + F + Lr (or S or R)

H=O, F=O, Snow Load controls over Rain Load, R, so <math>R=O Also, Lr=2O psf < S=3O psf, so use S.

Therefore:

Load Case #3

Maximum Roof Load: Dead + Live = 20 psf + 25 psf = 45.0 psf

#### Roof Loading Discussion

The structural roof members are spaced at 5'-2" on center. The roof loading is broken down on the "Gravity Design Loads" sheet in this report. The flat roof snow load used in design is 25 psf, which is conservative per the code, but applicable in our experience. The dead load of the roof system, without solar, is approximately 13 psf and if we allow for 7 psf of solar, the design dead load becomes 20 psf. Most ballasted solar arrays weigh roughly 4 - 7 psf and therefore the allowable 7 psf has been used in design.

#### Roof Member Discussion - K-Series Open Web Steel Joists

The roof members are mostly K-Series open web steel joists. The 22g roofing material can support up to 90 psf over a 5'-2" span (joist spacing). The load (including solar) was applied to the joists and they were found to be able to adequately carry the design loading. The joists were measured and modeled using RISA and a summary of their acceptability is included in this report. Please refer to the pages in this report for support of this information.

#### Conclusions

The roof is strong enough to add a solar array that does not exceed 7 psf. Once the solar array design and racking plans are done, our office should be consulted to check that the proposed ballast placement for the racking system is acceptable to the roof. This report is only valid for construction once we have reviewed the ballast and completed our final review of the project.

### Existing Structure Standard Conditions

The building is assumed to be in good condition and has been properly maintained. All structural connections are assumed to have the same capacity as the main framing member Positive structural uilding has not been modified from its original layout and any conditions not congruent drawings

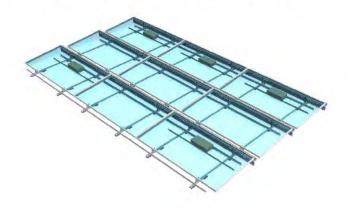
The building is assumed. All structural connections are assumed to have the same capacity as the main framing member Positive structural uilding has not been drawings.

#### International Existing Building Code

The international existing building code allows for an increase in gravity design loads that do not exceed 5% of the original building's design loading without the modification of structural members. The 5% has not been exceeded. Also, the international existing building code allows for a lateral load increase of up to 10% without modification of the lateral resisting system. The 10% increase has not been exceeded.



# clawFR 5 Degree Design Specifications, Rules and Guidelines





# Specifications: clawFR 5 Degree

Roof Loading	2.3 psf to 8.0 psf (11.2 kg/m² to 39.1 kg/m²) including racking, modules and ballast
Roof Slope	5° max slope (1/12 pitch) in all directions Up to 7° (1.5 / 12 pitch) possible with engineering review
Wavy Roofs	clawFR can span up to to 3° in undulation in any two directions This system is not designed to go over roof cricketing
Wind Speed	150 mph (193 km/h) – 3 second gust per ASCE 7-05 (190 mph per ASCE 7-10) Higher wind speeds require PanelClaw engineering review  Withiin structural capacity
Exposures	ASCE wind exposure categories B, C and D
Seismic Design Category	USGS_seismic design category A, B, C, D Seismic zones beyond D can also be evaluated upon request
Maximum Building Height	No Limitations
Roof Material	EPDM, TPO, PVC, Mod Bitumen, Asphalt, Coal Tar, Foam, Concrete, and Gravel Loose gravel and/or river rock must be cleared out from under cFR bases
UL/ANSI 2703-2015 Grounding & Bonding	UL LISTED – Will accommodate max module fuse rating of 30 amps.  Typical module fuse rating is ~15 amps
JL/ANSI 2703-2015 Mechanical Load	UL LISTED – Racking components meet electrical and mechanical requirements of standard  System load rating is always module dependent (module allowable loads are typically the limiting factor)
UL/ANSI 2703-2015 Fire Listing	System Fire Rating Class A with Type 1 and Type 2 modules  No additional components required for compliance for Type 1 or Type 2 modules
Ballast Block Size	Nominal 2"x 8"x 16", 3"x 8"x 16", or 4"x8"x16" blocks Actual dimensions: 1 5/8" or 2 5/8" or 3 5/8"x 7 5/8"x 15 5/8" with +/- 1/8" tolerance



# Attachment 4: Site Improvements

**Comment:** The following documents are intended to confirm the Project's compliance with site improvement, EV Charging, and energy audit categories.

#### **Included Documents:**

- 1. Link Logistics Commitment Letter to Site Improvements
- 2. Link Logistics Commitment Letter to EV Chargers, Energy Audits, and Tenant involvement in the Project.
- 3. NJ Land Conservancy Working Relationship Letter

Dear Wunder Capital,

I am writing on behalf of 130 Clinton Road. Link Logistics Real Estate, as owner of the building (legal name Colfin 2019-7 Industrial Owner, LLC) is strongly supportive of the solar project and plan to use the lease revenue generated by the project to enable investments in future site enhancements over the next 5 years. This will include site enhancements to our landscape, exterior paint, asphalt/concrete, and LED lighting.

The dollar value of these planned improvements are as follows:

Landscaping: \$68,331

• Exterior Paint: \$24,064

• Asphalt / Concrete: \$15,040

LED Lighting = +.- \$45,119

• TOTAL = \$152,554

These site enhancements will further improve the appearance of our building and local community and the overall valuation of this real estate.

Please reach out if you have any questions.

Thank you,

Michael Mercier Senior Vice President Link Logistics Real Estate

Direct 925-278-6632

MMercier@LinkLogistics.com

n mences



Link Logistics Real Estate

Phone +1 212 297 1000

www.linklogistics.com

90 Park Avenue, 32<sup>nd</sup> Floor New York, NY 10016 Dear New Jersey Board of Public Utilities,

Link Logistics Real Estate 90 Park Avenue, 32<sup>nd</sup> Floor New York, NY 10016

Phone +1 212 297 1000 www.linklogistics.com I am writing on behalf of the tenant/s located at 130 Clinton Drive, MetroPCS New York, LLC, Link Logistics Real Estate, as owner of the building (legal name of Colfin 2018-7 Industrial Owner, LLC) is strongly supportive of the solar project given the benefits that it provides to our on-site operations the tenant/s, including:

The tenant/s will be offered to be a subscriber at a 20% discount to market commercial electricity rates. For the avoidance of doubt, this building is not master metered. The tenant/s will be given the option to participate in the community solar array at their discretion. The tenant/s subscription shall not exceed 51% of the project's output.

The employees of the tenant/s will be offered to be a subscriber at a 20% discount to market electricity residential rates

Link will require its tenants to undertake an energy audit of the building's onsite electric consumption to identify way to increase energy efficiency.

A Level 2 EV charging station will be installed on site, and made available to the public.

The tenant/s and its employees will have the opportunity to support renewable energy production

Having cheaper, clean electricity options, electric vehicle charging options, and a mandate for energy efficiency will provide further incentives for the tenant/s to remain in operation at this location and to continue to contribute to and support the local economy and promote New Jersey jobs.

Please reach out if you have any questions.

Thank you,

Michael Mercier Senior Vice President Link Logistics Real Estate

Direct 925-278-6632

MMercier@LinkLogistics.com





January 14, 2021

Tom Gilbert
Campaign Director for Energy, Climate and Natural Resources
New Jersey Conservation Foundation
170 Longview Road
Far Hills, NJ 07931

Re: Wunder Capital Donation Partnership for Supporting New Jersey's Open Lands

Dear Tom,

Thank you for your willingness to continue conversations and discussion on implementing a successful donation partnership between Wunder Capital ("Wunder") and the New Jersey Conservation Foundation (the "Foundation"). This letter shall serve as the confirmation of our commitment to work cooperatively together, as well as the basis for growing our relationship to be best suited to helping your organization to meet its mission statement of preserving land and natural resources throughout New Jersey.

At Wunder we recognize that the growth of the solar industry raises new and complex land use questions for communities across this country, and New Jersey in particular. Large community solar projects, while providing an environmental benefit, also consume a large amount of open green space: a resource that is becoming less common throughout the Garden State. This is why we are committed to only putting forward rooftop community solar projects into the New Jersey Community Solar Pilot Program. By doing so, we can take advantage of existing infrastructure and forgo the need to use more open space for solar development.

In doing so, we also recognize that our projects can be a further agent for change by financially supporting the great work your organization does to promote pollinators, green space, and urban gardening throughout New Jersey. That is why we pledge to donate \$2,000 for every MW awarded to us in the Year 2 program to the New Jersey Conservation Foundation.

We are truly excited to work with your team to identify specific pollinator or other conservation projects that preserve New Jersey's landscape, and if possible, are near the host communities of our awarded projects.

Thank you,

Wunder Capital

Christian Dick

Lead Director, Wunder Capital cfdick@wundercapital.com



# Acknowledged:

New Jersey Signature:	Conserva	tion Four	ndation/	1	
Signature:	The	no 18	sur!	r	
Name: Tom	Gilbert		0		al Resources
Date:	2/1/	21_			

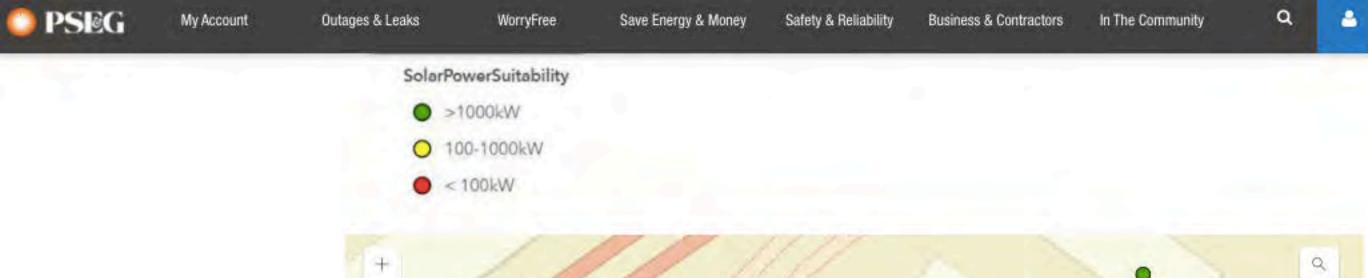


# Attachment 5: Permitting

**Comment**: The following documents are intended to confirm the Project's work with permitting authorities and interconnection due dilligence.

# **Included Documents:**

- 1. Hosting Capacity Map
- 2. FedEx Confirmation of Interconnection Application
- 3. Email exchange from PSE&G Confirming Receipt of Application, and confirming no review will be conducted.
- 4. Complete Interconnection Application



SolarPowerSuitability: 13kV

State of New Jersey, Esri, HERE, Garmin, INCREMENT P, NGA...

13kV

4587.1197

VOLTAGE

@ Zoom to

AVAILABILITYDI SPLAY

781835979946

ADD NICKNAME

# Delivered Thursday, December 24, 2020 at 12:32 pm



Local Scan Time



Thursday, December 24, 2020

12:32 PM

Newark, NJ

Delivered

Tuesday, December 22, 2020

5:31 PM

BOULDER, CO

Picked up

Tendered at FedEx Office

Expand History V

Watch list



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Payne Morgan <paynemorgan@wundercapital.com>

Fri, Jan 8, 2021 at 2:46 PM

To: "Henry, Michael P." < Michael. Henry@pseg.com>

Cc: CI NET METER <CINETMETER@pseg.com>, "Breland, Robert W." <Robert.Breland@pseg.com>, "Darnulc, Paul F" <Paul.Darnulc@pseg.com>

That sounds correct actually, Michael. Thank you for confirming.

And these applications will not begin to be reviewed until after receipt of award by the BPU?

Thank you, Payne

[Quoted text hidden]

That's correct Payne.

[Quoted text hidden] [Quoted text hidden] Mon, Jan 11, 2021 at 6:37 AM

CONFIRMING
APPLICATIONS
WERE RECEIVED
BUT NO REVIEW
WILL BEGIN



January 6th, 2021

PSE&G Interconnection Service Department 80 Park Plaza, T15 Newark, NJ 07101

Re: Community Solar Interconnection Application for Project at 130 Clinton Road, Fairfield, NJ 07004

Dear PSE&G,

Attached to this letter is a Level 2 Interconnection Application for a 233.3 KW AC community solar project located at 130 Clinton Road, Fairfield, NJ 07004. A hard copy, with an application fee of \$283.30 has been sent to your offices.

Should you have any information on the design or application of this system please do not hesitate to contact me at the below information.

Sincerely,

Payne W. Morgan

Payne Morgan
Associate Director of Project Development
Wunder Capital
<a href="mailto:paynemorgan@wundercapital.com">paynemorgan@wundercapital.com</a>
802-363-6550



# ATTACHMENT A **DESCRIPTION OF FACILITY**

For a Community Solar Interconnection Agreement

(Application & Conditional Agreement – to be filled out prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

BTR Project Company, LLC	
Name	
1743 Walnut Street	Boulder CO 80302
Street Address	City State ZIP
(720) 460-9825	paynemorgan@wundercapital.com
Phone (Daytime) Phone (Evening)  Project Contact Information: (if d	Email (required) Facsimile  lifferent from Customer-Generator above)
	Payne Morgan
Company Name (if applicable)	Contact Person (If other than above)
1743 Walnut Street	Boulder CO 80302
Mailing Street Address	City State ZIP
802-363-6550	paynemorgan@wundercapital.com
Phone (Daytime) Phone (Evening)	Email (required) Facsimile
CUSTOMER GENERATOR	R FACILITY INFORMATION
130 Clinton Road	Clinton Road
Street Address	Nearest Crossing Street
Fairfield NJ 07004	New Account to be Installed for Customer Genera
City State ZIP	PSE&G Account # Meter #
Current Annual Energy Consumption kWh	One-line Diagram Attached? Yes No
275 000	(Required)
Est. Gross Annual Energy Production	Site plan attached? Yes No
Do you plan to export power? Yes No	Estimated In-service Date 12/31/2021
If Yes, Estimated Maximum: 233.3 kWAC	IEEE1547/UL1741 Certification <sup>2</sup> Yes No
Energy Source: Inverter Type:	AmpsAC 1 3
Solar Biogas Grid Interactive	Ampere Rating No. of Phases
Wind Diesel Grid Interactive Nat Gas Other w/Standalone	277/480
Hydro Grid interactive w/Battery	Voltage Rating DC Source Rating
Solar Edga 2 100 KW, 1 33.3 KW	420 VDC 98.1%%
Total Inverter Rating	Nominal DC Voltage Power Factor
2 SE 100K, 1 SE 33.3K	Utility side of PV Panelboard (see 1LD) 50/60 +/- 5% HZ
Inverter(s) Model No(s).	Location of Utility Access- Frequency ible Disconnect or Lock Box



**Energy Converter Type** Water Turbine Photovoltaic Cell Steam Turbine Other Wind turbine Fuel Cell MHD Generator Type Induction kW or kVA Generator Size No. of Generator Units Inverter Synchronous Other Total Electrical Generation Capacity 233.3 kW or kVA Electric Service Info. for Customer Facility Where Generator Will Be Interconnected Volts Transformer Size Capacity Voltage Impedance Type of Service Single Phase If Three Phase, Indicate Type: Three Phase **Primary Winding** Wye Delta Secondary Winding Wye Delta **Intent of Generation** Offset Load (Unit will operate in parallel, but will not export power to EDC) X Net Meter (Unit will operate in parallel and will export power pursuant to New Jersey Net Metering or other filed tariff(s)) Community Solar Back-up Generation (Units that temporarily parallel for more than 100 milliseconds) Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement. **Energy Production Equipment/Inverter Information** Synchronous 2 100KVA, 1 33,3KVA 2 100KW, 1 33.3KW Induction Inverter Rating Rating Other 40 / 120 305 (both) Volts Amps System Type Tested (Total System): Rated Voltage Rated Current Attach product literature For Synchronous Machines Note: Contact EDC to determine if all the information requested in this section is required for the proposed Customer-Generator Facility. Submit Copies of the Saturation and Vee Curve Manufacturer Model No. Non-Salient Version No. Salient Rated RPM Field Amps at rated generator voltage and current and % PF over-excited RPM Type of Exciter Output Power of Exciter Current Synchronous Speed Type of Voltage Regulator (Locked Rotor) Winding Connection Min. Operating Freg/Time **Generator Connection** Delta Wye Wye Grounded Direct-axis Synchronous Reactance (Xd) ohms Negative Sequence Reactance ohms Direct-axis Transient Reactance (X'd) ohms Zere Sequence Reactance ohms Direct-axis Sub-Transient Reactance (X"d) ohms Neutral Impedance or Grounding Resister (if any)

ohms

Note: Contact EDC to d Generator Facility.	etermine if all the	information reque	ested in this section is	s required fo	or the proposed (	Customer-
Manufacturer	Model No.	Version No.	Lo	ocked Rotor	Amps Current	
Rotor Reactance (Xr)	Reactive Po	wer Required	Rotor Resistance	e (Rr)	Exciting Current	Am
,		4-		- ( )	3	
Magnetizing Reactance	ohms (Xm)	VARs No Load	Rotor Reactance	ohms (Xr)	Reactive Power	Required
magnotizing reduction	(7)	77 11 10 110 2000	riotor riodotario	` ,		. toquilou
Stator Resistance (Rs)	ohms	VARs Full Load	Stator Reactanc		(X"d) Short Circuit Re	ohi
Statul Resistance (NS)		VAINS I UII LUAU	Stator Neactand	e (1/5)	Short Circuit ixe	aciance
Phases Single Ph				етр	Declarate trans	D:
Three Ph		nal Information fo	Frame Size or Inverter Based Fa	acilities	Design Letter	Rise
Inverter Information	71441110		DC Source/Prin			
			(4)4/	WA	Volto	
Manufacturer	Model		Rating Ra	kVA ating	Volts Rated Voltage	
			3	J	o o	
Type: Force Con Line Com	mmutated mutated		Rated Current	nps	Short Circuit Cu	Am,
Line com	matated				(if applicable)	ii Ciit
		% %	Other Facility In	nformation		
Rated Output	Efficiency	Power Factor	One-line Diagrai	m Attached	?	Yes N
Inverter UL 1547 Listed	: Yes No		Site plan attache		•	Yes N
	С	USTOMER-GENE	RATOR SIGNATUR	Ε		
I hereby certify that: 1) I and are made a part of Customer-Generator an Contractor's relationship proposed Customer-Ge Installation Contractor, i is deemed complete, an review criteria for a Level Interconnection Request Application/Agreement if the application process	this Application/A d the EDC (as decount of the Custom nerator Facility the nverter manufact my modification to led 2 or 3 review the st; and 5) To the b strue and I agree	agreement; 2) The efined) is authorized ner-Generator; 3) at would be subjecturer/model number the proposed Custonat is not agreed to pest of my knowled.	Equipment Installation and to act in reliance up The Applicant shall not to the criteria for a per, size, etc.); 4) Once tomer-Generator Factor in writing by the ED age, all of the informatic	on Contractor pon the Equation	or is acting on be uipment Installation C of any changes 3 review (e.g., Equation connection Request ould affect the appluire submission of ed in this Intercor	half of the on s to the juipment st olication of a new nection
Christian 7.	Diel		1/6/21			
Interconnection Custom	er Signature		Date			
Christian Dick			Lead Directo	or, Project	Development	
Printed Name			Title		-	
An application fee is recincluded with the application	•	application can be	processed. Please	verify that tl	ne appropriate fe	e is
Application	on Fee Included	( <mark>X</mark> )		mount: \$28	33.30	
Receipt of the application	on fee is acknowle		owledgement erconnection request	is complete		
		-	•	•		
EDC Signature			Date			

Title

Printed Name

**For Induction Machine** 



# Attachment 6: Community Solar Offering

**Comment**: The following documents are intended to confirm the Project's product offering and working relationship with its Energy Audit and Community Solar subscriber partners.

#### **Included Documents:**

- 1. MOU with PowerMarket and Wunder Capital (Community Solar)
- 2. MOU with Ciel Power and Wunder Capital (Energy Audits)

### Community Solar MOU

January 21, 2021

PowerMarket 335 Madison Ave – 4<sup>th</sup> Floor New York, NY 10017

### Re: Non-Binding Letter of Intent ("LOI") for Community Solar Subscription Services in New Jersey

This LOI confirms **Flatiron Power's** ("FIP") interest in continuing discussions with **PowerMarket** (together with its affiliates, "<u>PowerMarket</u>" or "<u>you</u>") regarding community solar services for those certain solar projects developed and fully owned by FIP and located at the addresses set forth on <u>Schedule 1</u> hereto (individually, a "<u>Project</u>" and collectively, the "<u>Projects</u>") with respect to the solicitation, marketing, and management of community solar subscriptions of the Projects (the "<u>Purpose</u>") to FIP. FIP and PowerMarket may be referred to herein individually as a "<u>Party</u>" and together as the "<u>Parties</u>."

In order to induce FIP and PowerMarket to continue discussions with each other, and in consideration of the expenditure of time, effort and expenses being undertaken by both FIP and PowerMarket in connection with the Purpose, FIP and PowerMarket hereby agree as follows:

- 1. <u>Community Solar Subscribers</u>. FIP and PowerMarket will explore the possibility of entering into community solar subscriber and management agreements for the Projects that would incorporate usual and customary terms and conditions with respect to the selling of community solar credits to residential electric customers, specifically outlined in Schedule 2 of this LOI (collectively, the "Offtake Agreements").
- 2. <u>Confidentiality</u>. FIP and PowerMarket have executed a Confidentiality Agreement with respect to confidentiality and use restrictions, and each of FIP and PowerMarket acknowledges and agrees that the terms and conditions thereof shall apply to the terms of this LOI *mutatis mutandis*.
- 3. <u>Expenses</u>. Each of the Parties will bear its own expenses relating to the Purpose. Neither Party shall bear any liability for any fees and expenses of the other Party in the event that negotiations or discussions concerning the Purpose are terminated.
- 4. <u>Termination</u>. Subject to the last sentence of this <u>Section 4</u>, this LOI will terminate upon the earliest of (a) execution by the Parties of a Master Services Agreement, or (b) such date as may be mutually agreed upon by the Parties hereto, unless otherwise extended by a written agreement signed by the Parties. Notwithstanding the foregoing, the provisions of <u>Sections 2</u>, 5 and 8 shall survive the termination of this LOI.

- 5. Governing Law; Waiver of Jury Trial. This LOI shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). The Parties agree that any action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this LOI shall be brought in a federal court located in the Southern District of the State of New York or, if such courts lack jurisdiction, in a New York state court located in New York County, and that any cause of action arising out of this LOI shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the nonexclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding in any such court or that any such action or proceeding which is brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE ARISING HEREUNDER AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.
- 6. <u>Counterparts</u>. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format ("<u>pdf</u>") shall be effective as delivery of an original executed counterpart of this LOI.
- 7. No Assignment. This LOI is personal to the Parties, and neither Party shall have the right, power, or authority to assign this LOI, or any portion hereof, or to delegate or subcontract any duties or obligations arising hereunder, either voluntarily or by operation of law. Notwithstanding the immediately preceding sentence and without PowerMarket's prior written consent, FIP may assign its rights and obligations under this LOI, upon notice to PowerMarket, to any existing or future affiliate of FIP (including, without limitation, a tobe-formed special purpose vehicle). Notwithstanding the foregoing and without FIP's prior written consent, PowerMarket may assign its rights and obligations under this LOI, upon notice to FIP, to any existing or future affiliate of PowerMarket (including, without limitation, a to-be-formed special purpose vehicle).
- 8. Non-Binding Effect. The Parties agree that this LOI does not constitute a binding commitment by either Party with respect to the Purpose, with the exception of Sections 2 through 7 above. A binding contract with respect to community solar subscriber and management services will not exist between the Parties unless and until they sign and deliver a Master Services Agreement for such services. No obligations of one Party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from (i) executing this LOI, (ii) a Party's partial performance of the terms of this LOI, its

facilitating or conducting due diligence, its taking or refraining from taking any actions relating to the Purpose, or (iii) any other course of conduct by the Parties, in each case, other than breach of the obligations set forth in Sections 2 and 7 above. Subject to the provisions of this LOI, the Parties agree that either Party may discontinue discussions at any time for any reason or no reason. Any letters, drafts or other communications outside of this LOI shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the Parties.

On behalf of FIP, it is our pleasure to make this proposal to you. If the terms and conditions of this LOI are acceptable, please so indicate by returning an executed copy of this letter to us.

Sincerely, Flatiron Power, LLC

Name: Christian F. Dick

Title: Lead Director, Development

Date: January 21, 2021

Accepted & Agreed:

ProjectEconomics, Inc. dba PowerMarket

By:

Name: Jason Kaplan

Title: COO

Date: 1/21/21

### Schedule 1 Project List

The final agreement is subject to change based on reduction in total number of Projects chosen for development by FIP.

Table 1: List of Project Sites and Required Subscriber Amount (kWhs)

Site	Utility	Required kWhs to	LMI Subscriber
	-	Subscribe	Requirement
1595 MacArthur Blvd	Rockland	1,317,459	671,904.14
223 Veterans Blvd	PSE&G	1,168,998	596,188.85
195 Anderson Ave	PSE&G	1,147,872	585,414.73
293 Fairfield Ave	PSE&G	1,080,099	550,850.35
4 Edison Place	PSE&G	792,415	404,131.87
2 Stewart Place	PSE&G	430,519	219,564.92
140 New Dutch Lane	PSE&G	587,857	299,807.07
3 Edison Place	PSE&G	448,558	228,764.83
305 Fairfield Avenue	PSE&G	267,271	136,308.39
15 Gardner Road	PSE&G	345,041	175,970.95
17-19 Industrial Road	PSE&G	306,217	156,170.45
10 Dwight Place	PSE&G	252,605	128,828.44
8 Spielman Road	PSE&G	331,678	169,155.91
10 Industrial Road	PSE&G	292,805	149,330.61
21 Spielman Road	PSE&G	127,285	64,915.17
40 Fairfield Place	PSE&G	297,498	151,724.18
1155 Commerce	Atlantic City		
Boulevard		278,891	142,234.42
2AB Terminal Way	PSE&G	205,150	104,626.53
4AB Engelhard	PSE&G		
Avenue		170,916	87,167.15
8AB Engelhard	PSE&G	07.400	44.440.60
Avenue	DOE O C	87,138	44,440.63
1C Terminal Way	PSE&G	161,826	82,531.12
50 Edgeboro Road	PSE&G)	160,100	81,651.01
231-235 Main Street	PSE&G)	185,169	94,436.33
28-38 Slater Drive	PSE&G	183,015	93,337.52

### Schedule 2 **Product Requirements**

The final agreement negotiated by the Parties shall consist of the following minimum requirements. Minimum requirements subject to change, as requested by FIP, prior to execution of final agreement:

### **Low-to-Moderate Income (LMI) Customers**

• PowerMarket acknowledges and agrees that a minimum of 51% of each Project's required output shall come from Low-to-Moderate income residents in each subsequent utility territory. PowerMarket shall adhere to commercial best practices for marketing to LMI customers to ensure transparency and ethical busines practice.

### **Subscription Sizing**

• PowerMarket shall subscribe customers on a basis of annual kilowatt hours used per year, until a Project is at full capacity. Each subscriber shall be subscriber to only ninety percent (90%) of customer's annual electric usage.

### **Community Solar Subscription Price**

• Customers shall pay a fixed discount of at 21% off of the Community Credit Rate for the customer's rate class. The 21% discount shall be fixed for the life of the contract.

#### **Contract Term**

• Customers shall sign up for a month-to-month contract that automatically renews for a total period of 20-years. Customers shall give sufficient notice to exit the agreement as determined by FIP.

### **Energy Audits**

• Customers shall be given the option of receiving a subsidized energy audit for their energy consumption prior to signing on to the community solar subscription.

### **Geographic Proximity**

• PowerMarket shall subscribe residential customers located in specific geographic areas to be further delineated in the upcoming Master Services Agreement.



**Energy Audit MOU** 

January 18, 2021

Ciel Power LLC 78 Mountainview Avenue Nutley, New Jersey. 07110

Re: Non-Binding Letter of Intent ("LOI") for Community Solar Energy Audits in New Jersey

This LOI confirms Flatiron Power LLC's ("FIP") interest in continuing discussions with Ciel Power LLC (together with its affiliates, "[Counterparty]" or "you") regarding energy audit services for subscribers to those certain solar projects developed and fully owned by FIP and located at the addresses set forth on Schedule 1 hereto (individually, a "Project" and collectively, the "Projects") with respect to the execution of energy audits of the homes and businesses of the subscribers to the Projects (the "Purpose") to FIP. FIP and Ciel Power may be referred to herein individually as a "Party" and together as the "Parties."

In order to induce FIP and Ciel Power to continue discussions with each other, and in consideration of the expenditure of time, effort and expenses being undertaken by both FIP and Ciel Power in connection with the Purpose, FIP and Ciel Power hereby agree as follows:

- Energy Audits. FIP and Ciel Power will explore the possibility of entering into a Master Services Agreements for energy audits for the subscribers of the Projects that would incorporate usual and customary terms and conditions with respect to the execution of energy audits & subsequent delivery of a report including recommendations for energy efficiency improvements (the "MSA").
- Confidentiality. FIP and Ciel Power have executed a Confidentiality Agreement with respect to confidentiality and use restrictions, and each of FIP and Ciel Power acknowledges and agrees that the terms and conditions thereof shall apply to the terms of this LOI mutatis mutandis.
- Expenses. Each of the Parties will bear its own expenses relating to the Purpose. Neither Party shall bear any liability for any fees and expenses of the other Party in the event that negotiations or discussions concerning the Purpose are terminated.
- 4. <u>Termination</u>. Subject to the last sentence of this <u>Section 4</u>, this LOI will terminate upon the earliest of (a) execution by the Parties of a Master Services Agreement or (b) such date as may be mutually agreed upon by the Parties hereto, unless otherwise extended by a written agreement signed by the Parties. Notwithstanding the foregoing, the provisions of <u>Sections 2</u>, 5 and 8 shall survive the termination of this LOI.
- 5. Governing Law; Waiver of Jury Trial. This LOI shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). The Parties agree that any action or proceeding seeking to enforce any

provision of, or based on any matter arising out of or in connection with, this LOI shall be brought in a federal court located in the Southern District of the State of New York or, if such courts lack jurisdiction, in a New York state court located in New York County, and that any cause of action arising out of this LOI shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the nonexclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding in any such court or that any such action or proceeding which is brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE ARISING HEREUNDER AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

- 6. Counterparts. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format ("pdf") shall be effective as delivery of an original executed counterpart of this LOI.
- 7. No Assignment. This LOI is personal to the Parties, and neither Party shall have the right, power, or authority to assign this LOI, or any portion hereof, or to delegate or subcontract any duties or obligations arising hereunder, either voluntarily or by operation of law. Notwithstanding the immediately preceding sentence and without Ciel Power's prior written consent, FIP may assign its rights and obligations under this LOI, upon notice to Ciel Power, to any existing or future affiliate of FIP (including, without limitation, a to-beformed special purpose vehicle). Notwithstanding the foregoing and without FIP's prior written consent, Ciel Power may assign its rights and obligations under this LOI, upon notice to FIP, to any existing or future affiliate of Ciel Power (including, without limitation, a to-be-formed special purpose vehicle).
- 8. Non-Binding Effect. The Parties agree that this LOI does not constitute a binding commitment by either Party with respect to the Purpose, with the exception of Sections 2 through 7 above. A binding contract with respect to services to be rendered will not exist between the Parties unless and until they sign and deliver a MSA. No obligations of one Party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from (i) executing this LOI, (ii) a Party's partial performance of the terms of this LOI, its facilitating or conducting due diligence, its taking or refraining from taking any actions relating to the Purpose, or (iii) any other course of conduct by the Parties, in each case, other than breach of the obligations set forth in Sections 1, 2 and 7 above. Subject to the provisions of this LOI, the Parties agree that either Party may discontinue discussions at any time for any reason or no reason. Any letters, drafts or other communications outside of this LOI shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the Parties.

On behalf of FIP, it is our pleasure to make this proposal to you. If the terms and conditions of this LOI are acceptable, please so indicate by returning an executed copy of this letter to us.

Sincerely, Flatiron Power, LLC

By:

Name: Christian F. Dick

Title: Lead Director, Development

Date:

Accepted & Agreed: Ciel Power, Inc.

By: M M
Name: Soft Fischer

Title: Munaging Member, Crel Power LCC

Date: 1/18/21



# Attachment 7: Affordable Housing Provider Letter

**Comment**: The following document is intended to provide evidence of the working relationship between Wunder and New Jersey Community Capital.

#### **Included Documents:**

1. MOU with NJ Community Capital and Wunder Capital





December 22, 2020

Mr. Ryan Johnson Managing Director of Real Estate Community Asset Preservation Corporation 108 Church Street, 3rd Floor New Brunswick, NJ 08901

Re: NJ Community Solar Pilot Program Year 2 - Solar Garden State Portfolio

Dear Mr. Johnson,

This letter of intent ("LOI") is entered into and effective on December 22, 2020 (the "Effective Date") between 127 Energy, LLC ("127 Energy"), Flatiron Power, LLC ("Flatiron Power"), New Jersey Community Capital ("NJCC"), and Community Asset Preservation Corporation ("CAPC"), an affordable housing provider located in the State of New Jersey ("Local Housing Partner").

This LOI memorializes NJCC's collaboration with 127 Energy and Flatiron Power involving rooftop community solar projects in New Jersey. As an affordable housing provider, NJCC intends to subscribe directly to applicable community solar projects as a qualified LMI subscriber. In addition, NJCC intends to facilitate subscriber acquisition in an ongoing effort to ensure other LMI tenants and residents gain access to the energy savings offered by community solar projects.

NJCC owns affordable housing units in New Jersey located in Union County, Middlesex County, Hudson County, Bergen County, Mercer County, Monmouth County, Salem County, Camden County, Passaic County, Somerset County, and Essex County. NJCC intends to facilitate subscriber acquisition with 127 Energy and Flatiron Power across their rooftop community solar project portfolio in New Jersey.

Signatures provided on the followin For the avoidance of doubt, NJ Community Capital and Wunder are working broadly across all sites consider within the portfolio.

> As indicated in the application, Wunder is tailoring offtake opportunities to the host counties and adjacent counties for each project.





### **Project Development Team:**

Pierre Moses President, 127 Energy pmoses@127energy.com

Christian Dick

Lead Director, Flatiron Power | Wunder Capital

cfdick@wundercapital.com

**Community Asset Preservation Corporation:** 

Ryan Johnson

Managing Director of Real Estate

1/6/21



# Attachment 8: Community Support

**Comment:** The following documentation is a complete summary of all community outreach activities taken by Wunder to evidence community support, consultation, and involvement. For confirmation, the Slides provided in this document were presented to the Attendee List in the Early Fall of 2020

#### **Included Documents:**

- 1. NJ Garden State Solar Webinar
- 2. NJ Garden State Solar Attendee List
- 3. Vote Solar Support Letter
- 4. Letter Confirming Process with Town
- 5. Email Correspondence / Project Overview Slides sent to PB Official
- 6. Adjacent Property Outreach Letter
- 7. Adjacent Property Outreach List
- 8. UEG Letter of Support, Seirra Club Letter of Support, Greenfaith Letter of Support



# Solar Garden State Portfolio

Pierre Moses, President at 127 Energy Sam Beaudin, Chief Product Officer at Wunder Capital Nathan Plock, Associate Director at Wunder Capital





### Who we are

**127 Energy** is an experienced project developer having completed several portfolios of commercial solar projects in New Jersey including public school districts and solar on affordable housing developments.

**Wunder Capital** is the leading commercial solar financier in the US having financed 345 MW of projects since 2016, with over 25 MW of New Jersey projects



### **Portfolio Overview**

Distributed. Accessible. Replicable.

### So far...

- → 10 MW of total capacity
- → 28 rooftop projects
- → Site control in place
- → 30% designs
- → Interconnection/Permits soon to be filed

County	% of Portfolio Capacity
Bergen	19%
Essex	36%
Gloucester	6%
Middlesex	27%
Passaic	7%
Union	4%







### LMI and EJ

Expanding clean energy access to low and moderate income communities

- ~20% discount compared to retail energy rate
- Available to LMI renters, LMI homeowners, and affordable housing providers directly

Utilizing only vacant rooftops for clean energy production

- Preserving land for wildlife and farm production
- Distributed sites means efficient process for grid access

Webinar for subscribers and community organizations...





### **Next Steps**

### Engage with coalition members individually and discuss strategies to improve the scope and impact of our work

How does our work support the efforts of coalition members?

### **Connect with Affordable Housing Developers**

- Energy savings as a direct subscriber
- Pass-through identifiable benefits to LMI tenants/residents
- Affidavit with Solar Garden State Portfolio

### Contact List from Webinar

Email	Name	Organization
pari@votesolar.org	Pari Kasotia	Vote Solar
daryle@votesolar.org	Ignore	
misha@votesolar.org	Ignore	
nilary@votesolar.org	Ignore	
sbucci@gridalternatives.org	Sarah Bucci	Grid Alternatives
awyatt@gridalternatives.org		
figel@gridalternatives.org		
mjaker@mbi-gs.com	Michele Jaker (Partner at company)	MBI
kpaul@mbi-gs.com	Kayvon Paul	
tmulhall@mbi-gs.com		
uan@solar1.org	Juan Parra (Community Solar Program Manager)	Solar One
noah@solar1.org	Noah Ginsburg (Co-program Director)	
revtuff@greenfaith.org	Rev. Ronald Tuff	Green Faith
fletcher@greenfaith.org		
mlopeznunez@ironboundcc.org	Maria Lopez-Nuñez	Ironbound Community Corporation
mmiles@ironboundcc.org		
auren@solstice.us	Lauren Levine	Solstice
avni@solstice.us	Avni Pravin	
torres@earthjustice.org	Luis Nasvytis Torres	Earth Justice
ngutierrez@earthjustice.org	Nydia Gutierrez	
plarue@earthjustice.org	Phil Larue	
<del>- , , , , , , , , , , , , , , , , , , ,</del>		Neighborhood Sun
gary@neighborhoodsun.solar	Gary Skulnik	140ighborhood Odli
emily@neighborhoodsun.solar ????	Emily Tokarowski	
armando@neighborhoodsun.solar ????	Armando Gaetaniello	
randi@neighborhoodsun.solar ????	Randi Orlow	
glen@solarunitedneighbors.org	Glen Brand	Solar United Neighbors
yesenia@solarunitedneighbors.org	Yesenia Rivera	
auren@solarunitedneighbors.org		
ogalante@posigen.com	Beth Galante	Posigen
plenowitz@posigen.com	Ignore	
ed.potosnak@njlcv.org	Ed Potosnak	NJ LCV
henry.gajda@njlcv.org	Henry Gajda	
ee.clark@njlcv.org	Lee Clark	
phaygood@isles.org	Ben Haygood	Isles
kmiguel@isles.org	Kate Miguel	
leslie@communitysolaraccess.org	Leslie Elder	Community Solar Access
nina@communitysolaraccess.org	Nina Lobo	
inia@community.com/accost.org		NAACP ?? (*All these email addresses say
sbcnaacpcommunications@gmail.com	Marcus Sibley (NAACP Southern Burlington County Communications Chair)	"naacp" somehwere in the address so I grouped
admdirector.njscnaacp@gmail.com	NAACP NJ State Conference email address	them together)
jenglish@naacpnet.org	TWO THE STATE STATE OF STATE AND STA	
2092mcnaacp@optimum.net		
гоэгтспаасршоринин.пет	Individuals	
	Forrest Pritchett	I think this is Forest Dritch at 222 Unavers the cont
1		I think this is Forrest Pritchett??? Unsure though
dpringle1988@gmail.com	David Pringle	
kimgaddy111@gmail.com	Likely: Kim Gaddy	Clean Water Action, NJ
kaplow1@aol.com		
pcronheim@comcast.net		
newbian8@verizon.net	Nicky Sheats	New Jersey Environmental Justice Alliance
mccray215@gmail.com		
skulnikg@gmail.com		
ebenson@cleanwater.org	Eric Benson	Clean Water Action, NJ
ndgriffeth@mac.com		
quirkn@tcnj.edu	Nancy Quirk	Energy Program Manager TCNJ
Likely: sean@votesolar.org	Likely: Sean Garren	Vote Solar
ourclimategoals@gmail.com	-	
sweiner@sawassociates.com	Scott Weiner	Saw Associates, LLC
rlawton@njsbcouncil.org	500 W	NJ Sustainable Business Council
ia mon winjoboodinon.org	Richard Lawton	
rlimatedanni@amail.com	Richard Lawton	
climatedannj@gmail.com		
	Likely: Doug O'Malley	Environment New Jersey
eff.tittel@sierraclub.org	Likely: Doug O'Malley Jeff Tittel	Environment New Jersey Sierra Club NJ Chapter
eff.tittel@sierraclub.org yle@advancedsolarproducts.com	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products
eff.tittel@sierraclub.org yle@advancedsolarproducts.com ecosgrove@eeaofnj.org	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings  Erin Cosgrove	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products Energy Efficiency Alliance of New Jersey
eff.tittel@sierraclub.org yle@advancedsolarproducts.com ecosgrove@eeaofnj.org	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products
eff.tittel@sierraclub.org yle@advancedsolarproducts.com ecosgrove@eeaofnj.org ohyllis@njcitizenaction.org	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings  Erin Cosgrove	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products Energy Efficiency Alliance of New Jersey
eff.tittel@sierraclub.org yle@advancedsolarproducts.com ecosgrove@eeaofnj.org ohyllis@njcitizenaction.org melissa@njeja.org	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings  Erin Cosgrove  Phyllis Salowe-Kaye	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products Energy Efficiency Alliance of New Jersey New Jersey Citizen Action
ieff.tittel@sierraclub.org lyle@advancedsolarproducts.com ecosgrove@eeaofnj.org phyllis@njcitizenaction.org melissa@njeja.org amanda.colombo@powermarket.io	Likely: Doug O'Malley  Jeff Tittel  Lyle Rawlings  Erin Cosgrove  Phyllis Salowe-Kaye  Melissa Miles	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products Energy Efficiency Alliance of New Jersey New Jersey Citizen Action
climatedannj@gmail.com  jeff.tittel@sierraclub.org lyle@advancedsolarproducts.com ecosgrove@eeaofnj.org phyllis@njcitizenaction.org melissa@njeja.org amanda.colombo@powermarket.io lbarchi@nexamp.com mike@energyjustice.net	Likely: Doug O'Malley Jeff Tittel Lyle Rawlings Erin Cosgrove Phyllis Salowe-Kaye Melissa Miles Ignore	Environment New Jersey Sierra Club NJ Chapter Advanced Solar Products Energy Efficiency Alliance of New Jersey New Jersey Citizen Action New Jersey Environmental Justice Alliance



October 9, 2020

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

Dear New Jersey Board of Public Utilities Representatives,

I serve as the Mid-Atlantic Director for Vote Solar. Our organization's mission is to enable solar-friendly policies at state level for a swift transition to a clean energy future. Vote Solar has actively advocated for the creation of a community solar pilot program and a strong LMI carve--out. We push for equitable solar policies and ways in which the community solar pilot program can be enhanced to meet its mandate of serving LMI customers that result in maximum benefits for the subscribers.

I would like to express Vote Solar's support for the Solar Garden State Portfolio, specifically 130 Clinton Road in Fairfield, being developed by 127 Energy and Wunder Capital. These rooftop community solar projects will provide solar energy bill credits to LMI residents in New Jersey and guarantee them long-term savings on their electric utility bills. Another reason for our support is that they will be built on rooftops, thereby using existing space and minimizing the use of new lands for community solar.

Now that New Jersey is home to the strongest environmental justice law in the US, we are pleased to see clean energy investments like the Solar Garden State Portfolio helping overburdened communities gain affordable access to the benefits of clean energy generation. In addition, we encourage participation in New Jersey's Community Solar Program as a meaningful contributing factor towards the state's 2050 greenhouse gas emissions reduction goal.

We are eager for the Solar Garden State Portfolio to begin construction and operation, delivering savings to residents and helping New Jersey achieve its energy equity and climate goals.

Sincerely,

Pari Kasotia, Mid-Atlantic Director

Vote Solar





December 8, 2020

Town Process Letter

Jennie Bergstrom
Fairfield Building Department
230 Fairfield Rd, Fairfield, NJ 07004

Re: Confirmation of Permitting Process for Community Solar Projects in Fairfield, New Jersey

Dear Ms. Bergstrom,

Thank you for the time speaking with Pierre Moses regarding our portfolio of rooftop community solar projects located within Fairfield, New Jersey. Based on the information provided in our discussion, this letter serves as confirmation that (1) the Township of Fairfield is the AHJ for this type of project review and (2) the permitting process review for your municipality is as indicated in the table below:

Task	Needed	Not Needed
Zoning Permit Review		X
Zoning Variance Review		X
Any Other Ministerial Permit Review (Describe)		X
Electrical Permit	X	
Construction/Building Permit	X	
Site Plan Review		X
Public Notice		X
Any other Non-Ministerial Permit Review (Describe)		X

Nothing in this letter shall be considered binding nor shall it prohibit your municipality from adding in additional review criteria for any aspect of the permitting process.

Thank you for your attention to this matter and your willingness to aid in our team's efficient and diligence project development processes. Should you have any questions, please feel free to contact us at our below information.

Signature Page Provided on Following Page





### **Project Development Team:**

Pierre Moses
President, 127 Energy
pmoses@127energy.com

Christian Dick

Lead Director, Wunder Capital cfdick@wundercapital.com

### Township of Fairfield:

THE PLANS ARE REVIEWED BY THE CONSTRUCTION OFFICIAL ONLY. 2 COPIES ARE REQUIRED OF THE PLAN

Signature	e: _ JENNIE BERGTROM	
Jennie B	ergstrom	
Technica	l Assistant to Construction Official	
Date:	12/29/2020	



Email Exchange with Town PB

#### Payne Morgan <paynemorgan@wundercapital.com>

### **Wunder Capital: Payne Morgan Contact Info**

Mon, Jan 11, 2021 at 4:27 PM

Hello Steve.

I hope that you had a nice weekend. I wanted to follow up on our conversation last week with a request to tomorrow night's Zoom meeting invitation? I look forward to speaking to the Board about Wunder's solar projects in Fairfield.

In advance of tomorrow's meeting, I also wanted to send along the attached are respectfully asking our host municipalities to sign on to for supporting the

Looking forward to it.

Best Regards, Payne

[Quoted text hidden]

#### 2 attachments

CSG Support Letter\_Wunder Fairfield (1) (1).docx

Fairfield Presentation\_01062021.pdf 4494K As indicated, the Town did not wish to support a specific project. however, the information was provided to the Town and no issue with the project was expressed. Wunder looks forward to continuing discussions with the Town if a project is awarded.



Slides Sent to Town

# **Wunder Capital**

Fairfield New Jersey
Rooftop Community Solar Projects

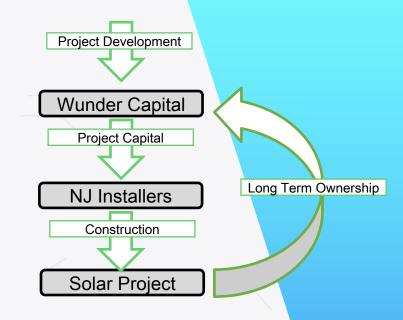
Fairfield Planning Board – January 12th, 2021

Payne Morgan
Associate Director of Project Development
<a href="mailto:paynemorgan@wundercapital.com">paynemorgan@wundercapital.com</a>
802-363-6550

DITHE WUNDER COMPANY 802-363-6550 SLII

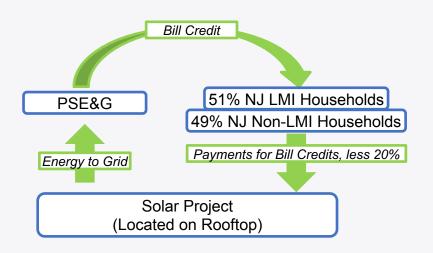
## **About Wunder Capital**

- Long-term owner of rooftop solar projects, and leading national lender to the solar industry.
- Facilitated \$500MM in C&I solar financings over the past 8 years.
- Enabled 40MW+ of C&I solar to be constructed in New Jersey in 2019-2020.



© THE WUNDER COMPANY
SLIDE 2

## NJ Community Solar



- NJ created a pilot program for community solar in 2018, allowing an initial tranche of projects to offer community solar bill credits to NJ residents.
- In February of this year, the second-year procurement will take place.
- Projects are awarded based on their overall score.
   With points being given to projects that are on existing infrastructure, work with LMI customers, and have support of their host communities.

## Wunder's Fairfield Projects



- Wunder is currently planning on submitting 14 different applications to the New Jersey community solar program in Fairfield.
- Total Capacity of all sites = ~3.2 MW DC
- All sites are located on commercial rooftop space, and not visible from the surrounding community.

# Why Rooftop Community Solar?

Rooftop Solar



- Economic development in 2021
- 2. Not visible to surrounding community
- 3. Uses pre-existing infrastructure in urban core
- 4. Close to electric load (better for utility)

### Ground Solar



- Longer development timeframe, unlikely to be built in 2021.
- 2. Potential visual impacts
- Uses new farmland and open space for development
- 4. Farther from electric load, less beneficial to utility.

### Sample Site Plan & Specifics



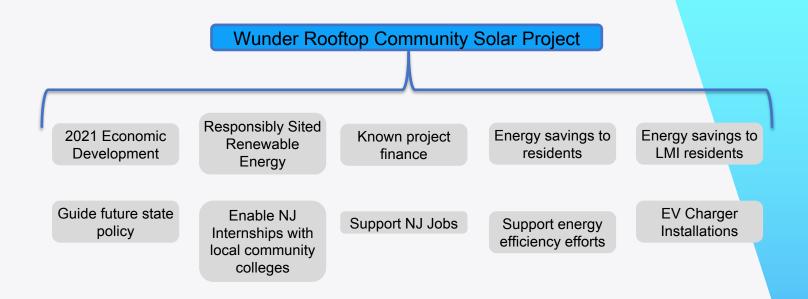
### **Project Equipment**

 All projects will use Tier-1 equipment for project finance and local code requirements.

### **Project Timelines**

- Project awards May 2021
- IX and Permitting Summer 2021
- Construction Begin Fall 2021
- Construction Completed EOY 2021 / January 2022

### Benefits to Fairfield



### Request of the Board

### Request

- Motion of support for the projects proposed by Wunder Capital, in concept.
- Signing of letter of support for the projects proposed by Wunder Capital.

### **Collaborate / Ask Questions**

- Wunder welcomes all collaboration with the Town for its development process and would welcome further discussions with Town officials on how to develop these projects, once awarded, with the most benefits possible flowing to the local community.
- Please contact me at the below information to further these discussions or ask questions.
- Email: paynemorgan@wundercapital.com or 802-363-6550





January 4th, 2021

Letter Sent to Neighbors

SUBJECT: Public Notification of Community Solar Project

Good Afternoon,

I am reaching out to you today about our proposed community solar project located at **130 Clinton Rd**, **Fairfield**, **NJ 07004**. Our companies, 127 Energy and Wunder Capital, have started the final design of the project, in consultation with the property owner, regulatory agencies, and stakeholders. Our team is committed to maximizing the economic development and community benefit, and we wanted to introduce the summary of the project to you, because you are a surrounding property owner:

### **Project Profile**

The distributed generation project will be located on the commercial rooftop of **130 Clinton Rd**, **Fairfield**, **NJ 07004**. By doing so, it will not be visible from the surrounding community and will have no impact to the existing aesthetic landscape. Solar is an important resource; however, we recognize that finding ways it can be installed on the existing built environment is a critical consideration for siting these types of projects responsibly.

#### **Ask Questions**

Our project development team is dedicated to engaging with all stakeholders with regard to our project. Should you have any questions on the project please contact us at either pmoses@127energy.com or paynemorgan@wundercapital.com.

#### Get Involved

Our goal for this project is to expand the accessibility of low-cost, clean renewable energy across New Jersey. In addition to serving low-to-moderate income residences, we are welcoming interest from the surrounding community from engaging in receiving community solar credits produced by the project to maximize the economic development impact. These credits would reduce your annual PSE&G electric bill at a **fixed 20% discount with no upfront cost**. Our project team can assist you in understanding your current electric bill and how receiving community solar credits could be a great way to reduce your overall electric expenses, and support clean, local renewable energy.

Thank you for your consideration and have a great 2021.

Sincerely,

Pierre Moses

President, 127 Energy

Christian Dick

Lead Director, Wunder Capital

Christin 7. Dick

Neighbors
Zin Code PAddressed

Address	City	State	Zip Code	PAddressed	
80 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
90 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
93 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
99 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
103 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
100 US-46	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
122 Clinton Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
114 Clinton Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
125 Clinton Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
7 Industrial Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
140 Clinton Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
123 Lehigh Dr	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004
9 Industrial Rd	Fairfield	NJ	07004	130 Clinton Road, Fa	irfield, NJ 07004

### THE URBAN ENVIRONMENTAL GROUP

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

February 1, 2021

Urban Environmental Group Support

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

Included as their support will aid in Wunder's LMI outreach.

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) whole heartedly supports the application submitted to the New Jersey Community Solar Energy Pilot Program by PowerMarket and Wunder Capital. 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 development and stormwater resources.

Clearly the goals of the PowerMarket and Wunder Capital projects 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, brownfield, and existing unused industrial spaces, which furthermore, do not impede upon open space and quality of life amenities for the community. The opportunity to benefit from the clean energy yielded by the project, provides for low-and moderate-income residents in Middlesex, Essex, Bergen, Union, and Passaic Counties, important infrastructure to build upon for the future. This along with the ancillary benefit of the significant number of part-time and fulltime jobs, anticipated in their projects. It is also my understanding of the program, an additional benefit, to offer discounts in excess of 20% for program subscribers.

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

Sincerely,

Kevin D. Moore, Principal

GreenFaith Support Letter



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

Attn: Office of Clean Energy, 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 Wunder Capital, 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 Wunder Capital 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 112 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,

Reverend Fletcher Harper Executive Director



### 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 <u>azas786@yahoo.com</u> if there are any questions or for additional information.

Signed,

Richard Isaac, Chair

Sierra Club New Jersey Chapter



# Attachment 9: Job Opportunities

**Comment**: The following items are evidence of Wunder and Blackstone's workforce iniatives undertaken in connection to this Project.

### **Included Documents:**

- 1. Blackstone Job Creation Letter
- 2. Wunder Internship Framework



January 25th, 2021

New Jersey Board of Public Utilities

Hiring program

Dear Commissioners and Staff,

Blackstone is a leading global investment business investing capital on behalf of pension funds, large institutions and individuals. Our mission is to create long-term value for our investors through the careful stewardship of their capital. We invest across the alternative asset classes in private equity, real estate, credit and hedge funds as well as in infrastructure, life sciences, insurance, and growth equity. Our efforts and capital grow hundreds of companies and support local economies.

### **Commitment to New Jersey**

Blackstone has a significant presence in New Jersey and the surrounding region with 22 investments in companies that are residents of the state and as an investment manager of the state's public pension. Many of our people, including me, live in New Jersey's communities.

**Link Logistics**, a Blackstone portfolio company, has a significant presence in the state. Link is an industrial and logistics real estate operator with approximately 16 million square feet of standing warehouse and industrial facilities in New Jersey and a development pipeline of ~1.7 million square feet.

### Solar Gardens and Job Creation are Aligned with Blackstone's ESG Principles

Blackstone has a significant commitment to principles of Environmental, Social, and Governance (ESG) and supports investments which advance policies of carbon emissions reductions, renewable energy and social justice. As such, Blackstone recently announced two ESG commitments:

- **Emissions Reduction Program:** Blackstone set a goal of reducing carbon emissions by 15% within the first three years of any new investment where the firm controls energy usage.
- Career Pathways: Blackstone launched this hiring program designed to identify, recruit and retain candidates from under-resourced communities for middle-skilled roles across our portfolio in order to create economic opportunity and career mobility as well as support our ongoing efforts to increase diversity across our portfolio by expanding the traditional applicant pools.

Blackstone is therefore proud to support the combined efforts of and Link Logistics and Wunder Capital for 27 proposed community solar projects in the state. Wunder Capital has been developing these solar projects in partnership with Link Logistics, utilizing Link's existing industrial properties in the state to advance New Jersey public policies of renewable energy, community solar, and interests of LMI citizens in New Jersey.

### Blackstone

In summary, we hope that you will take note of the comprehensive commitment Blackstone and its portfolio companies have made to New Jersey in your deliberations on selecting this project.

Regards,

Eric Duchon Managing Director Global Head of Real Estate ESG Blackstone



January 14, 2021

Shirlgandy Saint John
Coordinator of Career Resources and Student Development Initiatives
Essex County College
303 University Ave, Room 4122-M
Newark, NJ 07102

Re: Wunder Capital Internship Commitment Letter for Rooftop Community Solar Program

Dear Shirlgandy,

Thank you for your willingness to continue conversations and discussion on implementing the Wunder New Jersey Community Solar Internship ("Internship") with Essex County College. This letter and job description shall serve as the foundation for confirmation of our partnership, as well as the basis for growing our internship offer to be best suited to serve your students.

At Wunder we recognize that our ability to influence change in our society extends beyond our company's core business purpose of facilitating financial capital into the solar energy industry. The jobs Wunder directly and indirectly supports provide economic benefits to their communities across the country. The COVID pandemic has surfaced two critical trends in our employment practices. First, as a company we can work in an entirely remote environment. Second, increasing economic opportunity to the broadest range of communities is not only an ethical objective for the clean energy industry, but also good for our business. By combining these two hiring trends, Wunder and Essex County College can extend the reach of the clean energy industry to more *young* New Jersey residents than previously.

We are truly exciting to work with you on this endeavor and look forward to getting to know your students in the coming months as the internship becomes realty.

Thank you,

**Wunder Capital** 

Christian Dick

Lead Director, Wunder Capital cfdick@wundercapital.com



Exhibit 1

Wunder Hiring specifics

**Wunder New Jersey Community Solar Internship Job Description** 

### **Purpose and Project Overview:**

Wunder Capital ("WC") is currently developing 10 MW dc of rooftop community solar in New Jersey. These projects are in development and will be constructed during the second half of 2021. Upon receiving formal awards for these projects from the New Jersey Board of Public Utilities (BPU), WC will offer the below internship opportunity and Hiring Commitment to your students.

### **Hiring Commitment of Involvement:**

Wunder will hire one student for 4-8 hours per week, for a total of 6 weeks, of paid internship work for every 1 MW dc of projects awarded within the Year 2 solicitation.

Additionally, Wunder employees will add their names to any relevant lists for guest speaking to classes on topics related to business, finance, economics, clean energy, or project management for the next 4 semesters.

### **Hiring Practices:**

Wunder shall adhere to its fair and equitable pre-defined hiring practices when hiring new interns to ensure the most ethical and unbiased hiring process occurs. Wunder's Human Resources team will work with Essex County Community College to ensure the internship is properly advertised to students within the Community College's standard job training practices. Additionally, Wunder will adhere to any hiring practices existing by Essex County Community College when formally posting the internship to its student population.

#### **Job Description:**

**Title:** Solar Project Development Internship

**Location:** Remote Based

Time Period: TBD based on Project Awards, targeted for Fall Semester 2021 or

Winter/Spring 2022

**Time Commitment:** 4-8 Hours per Week, Total of 6 Weeks. Flexible hours.

Pay: \$10.00 per Hour



#### **Job Functions:**

The Solar Project Development internship shall be designed to expose students to as many aspects of the solar development process as possible. Including, engineering, finance, policy, project development, and construction. Intern(s) will work directly with Wunder's project development team on a daily basis. The primary work of the internship will be as follows:

- Researching state solar policy to inform Wunder's business development opportunities
- Aiding in conceptual solar system designs and site assessments
- File management of Wunder solar projects
- Project management activities, including schedule creations and task management
- Initial financial analyses of solar project

#### Requirements:

Students qualifying for applying for this internship must meet the following minimum criteria:

- Primary Residence in New Jersey at time of internship
- At least 18 years old
- Graduate of New Jersey Public High School, or 18+ in GED training program
- Currently enrolled in Essex County Community College, or recent graduate (i.e. graduated within one year from Spring Semester 2021)
- Ability to work remotely (this is a fully remote based internship opportunity).
- Demonstrated interest in clean energy, economic development, business, or project finance.

Individuals seeking employment at Wunder Capital are considered without regards to race, color, religion, national origin, age, sex, marital status, ancestry, physical or mental disability, veteran status, gender identity, or sexual orientation.



# Attachment10: Project Costs

**Comment**: The following documents are evidence of Project Costs, as required by the Application, and indication this site is within a Rehabilitation Zone, therefore meeting the Opportunity Zone requirements of the Application. This financial information is not public information

### **Included Documents:**

1. Project Cost Summary

Project Name	BTR Project Company-13				
System Size KW DC		307.6			
Net Installed Cost, \$	\$	748,114.57			
Net Installed Cost, \$/w	\$	2.43	Less Tax Benefits	\$	1.80
Initial Customer Acuqisition Cost, \$/W	\$	0.10			
Annual Customer Churn Rate, %		5%			
Estimated Yield, kWh First Year		368,197	Total Yield, Lifetime (kWh/yr)	13,37	8,805
Total Y1 OpEx, \$	\$	22,235.30			
Annual OpEx, c/kWh	\$	0.06039			
LCOE, c/kWh	\$	0.0414			