



## Section B: Community Solar Energy Project Description

Project Name: Pennsville Landfill Solar Project (A)

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

### I. Applicant Contact Information

Applicant Company/Entity Name: Pennsville Landfill Solar, LLC

First Name: Angie Last Name: Daoud

Daytime Phone: (732) 501 8775 Email: angie.daoud@trinasolar.com

Applicant Mailing Address: 7100 Stevenson Blvd Fremont, CA 94538

Municipality: Freemont County: Alameda Zip Code: 94538

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

### II. Community Solar Project Owner

Project Owner Company/Entity Name (complete if known): Pennsville Landfill Solar, LLC

First Name: Jeff Last Name: Lee

Daytime Phone: (732) 501 8775 Email: jeff.lee@trinasolar.com

Mailing Address: 7100 Stevenson Blvd Fremont, CA 94538

Municipality: Freemont County: Alameda Zip Code: 94538

### III. Community Solar Developer

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

Developer Company Name (optional, complete if applicable): Pennsville Landfill Solar, LLC

First Name: Jeff Last Name: Lee

Daytime Phone: (732) 501 8775 Email: jeff.lee@trinasolar.com

Mailing Address: 7100 Stevenson Blvd Fremont, CA 94538

Municipality: Freemont County: Alameda Zip Code: 94538

The proposed community solar project will be primarily built by:

☒ the Developer ☐ a contracted engineering, procurement and construction ("EPC") company



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

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

EPC Company Name (optional, complete if applicable): \_\_\_\_\_

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

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

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

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

#### IV. Property/Site Owner Information

Property Owner Company/Entity Name: Town of Pennsville

First Name: Mayor Robert Last Name: McDade

Daytime Phone: (856) 678-3089 Email: RBRT\_McDade@yahoo.com

Applicant Mailing Address: 90 North Broadway

Municipality: Township of Pennsville County: Salem Zip Code: 08070

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

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

Subscriber Organization Company/Entity Name (optional, complete if applicable): \_\_\_\_\_

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

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

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

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

#### VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): 2.7 MWdc

\*Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): Industrial Park Road

Municipality: Pennsville County: Salem Zip Code: 08070

Name of Property (optional, complete if applicable): Pennsville Township Landfill

Property Block and Lot Number(s): Block 4801 and Lot 5  
 Community Solar Site Coordinates: 39.637064 Longitude -75.543205 Latitude

Total Acreage of Property Block and Lots: 69.87 +/- acres  
 Total Acreage of Community Solar Facility: 14.00 +/- acres

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

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

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

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

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

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

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

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

## VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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





6. The proposed community solar facility is located, in part or in whole, on land located in:

- ☐ the New Jersey Highlands Planning Area or Preservation Area
- ☐ the New Jersey Pinelands

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

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

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

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

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

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



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

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

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

13. The proposed community solar facility is located on an area designated in need of redevelopment ..... ☒ Yes ☐ No

If "Yes," attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.

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

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

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

15. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity ..... ☐ Yes ☒ No

If "Yes," attach proof of the designation of the site as "preserved" from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

16. The proposed community solar facility is located, in part or in whole, on land that includes trees ..... ☒ Yes ☐ No

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

If "Yes," estimated number of trees required to be cut for construction: None

If "Yes," estimated number of acres of trees that required to be cut for construction:  
None

17. Are there any use restrictions at the site? ..... ☐ Yes ☒ No

If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



Will the use restriction(s) be required to be modified by variance or other means?

..... ☐ Yes ☒ No

If "Yes," explain the modification below.

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

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

We will be integrating native pollinator meadow plantings as part of the Community Solar Project allowing the opportunity to develop pollinator friendly landscapes. When the site is established properly, it helps to attract pollinators and provide benefits to the surrounding wildlife. This project offers a chance to help restore the wooded and rural landscapes that surround the site.

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

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

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

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

## VIII. Permits

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

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

2. The Applicant has met with NJDEP's OPPN ..... ☐ Yes ☒ No  
If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.

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

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

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

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

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

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



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

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

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

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for (if applicable) / Date Permit Received (if applicable)
Site Plan Approval	Township of Pennsville Planning Board	
County Planning Board Approval	Salem County	
USDA - Soil Conservation District	NRCS	
Permit Readiness Checklist (PCR)	NJDEP Office of Permit Coordination & Project Navigation	
Wetlands General Permits, Flood Hazard Area, Waterfront Development	NJDEP Div. Land Resource Protection	
Landfill Closure Modification Permit	NJDEP Bureau of Solid Waste Permitting	
NJDEP HPO Clearance Letter	NJDEP Historic Preservation Office	
NJDEP NHP T&E Species Review	NJDEP Forest Service, Office of Natural Lands Management	
USFWS Endangered Species Review	U.S. Dept of Interior Fish and Wildlife	
Nationwide Permit	U.S. Army Corp of Engineers	
Zoning, Fire, Building and Electrical	Township of Pennsville	

5. The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC's website (links are available on the NJCEP website) and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility ..... ☒ Yes ☐ No

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

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

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

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





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

#### IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range):*  
225 - 275
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: 223 - 273 Commercial: 0  
Industrial: 0 Other: 1 or 2  
(define "other": Municipal-Under Redevelopment agreement)
3. The proposed community solar project is an LMI project\* ..... ☒ Yes ☐ No  
\*An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.
4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. .... ☒ Yes ☐ No  
If "Yes," attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.
5. The proposed community solar project will allocate at least 51% of project capacity to residential customers ..... ☒ Yes ☐ No
6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project ..... ☐ Yes ☒ No  
If "Yes," estimated or anticipated percentage of the project capacity for the affordable housing provider's subscription *(provide an estimate or range):* \_\_\_\_\_

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



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

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

7. This project uses an anchor subscriber (*optional*) ..... ☒ Yes ☐ No  
If “Yes,” name of the anchor subscriber (*optional*): Township of Pennsville  
Estimated or anticipated percentage or range of the project capacity for the anchor subscriber’s subscription: 49%

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



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

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

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

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



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

The subscription proposed offers guaranteed or fixed savings to subscribers ..... ☒ Yes ☐ No

If "Yes," the guaranteed or fixed savings are offered as:

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

If "Yes," the proposed savings represent:

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

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility ..... ☐ Yes ☒ No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

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

The subscription proposed offers guaranteed or fixed savings to subscribers ..... ☒ Yes ☐ No

If "Yes," the guaranteed or fixed savings are offered as:

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

If "Yes," the proposed savings represent:

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

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility ..... ☐ Yes ☒ No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.



12. The list of approved community solar projects will be published on the Board's website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers.

If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers ..... ☒ Yes ☐ No

If "Yes," the contact information indicated on the Board's website should read:

Company/Entity Name: Pennsville Landfill Solar, LLC Contact Name: Bradd Forestein  
Daytime Phone: \_\_\_\_\_ Email: pennsvillemunicipalsolar@gmail.com

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

#### X. Community Engagement

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

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

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

The Township of Pennsville has assigned Pennsville Landfill Solar LLC as the redeveloper of the designated land.

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



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

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

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

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

Letter Support from the Municipality and their board meeting resolution to support the development of the project.  
Out reach to local community organizations.

#### 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 \$)	\$5,130,000
Net Installed Cost (in \$/Watt)	\$1.9/W
Initial Customer Acquisition Cost (in \$/Watt)	\$0.1/W - \$0.15/W
Annual Customer Churn Rate (in %)	10%
Annual Operating Expenses (in c/kWh)	c1/KWh (only for administering community solar)
Levelized Cost of Energy ("LCOE") (in c/kWh)	c10.9/KWh

- Pursuant to N.J.A.C. 14:8-9.7(q), "community solar projects shall be eligible to apply, via a one-time election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act." Consistent with the Clean Energy Act of 2018, the Board is no longer accepting applications for the SREC Registration Program ("SRP"). Projects granted conditional approval to participate in PY2 will be eligible to apply for the TI Program.

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

#### Federal Investment Tax Credit (ITC)

## XII. Other Benefits

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

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

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

To be provided at a location suitable to the township for public use.



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

If "Yes," please provide additional details:

We will provide Power Audits to the Town.

4. The proposed community solar project will create temporary or permanent jobs in New Jersey ..... ☒ Yes ☐ No

If "Yes," estimated number of temporary jobs created in New Jersey: 35

If "Yes," estimated number of permanent jobs created in New Jersey: 8

If "Yes," explain what these jobs are:

Engineers, Electricians, Laborers, Managers, Landscapers and Accountants.

5. The proposed community solar project will provide job training opportunities for local solar trainees ..... ☒ Yes ☐ No

If "Yes," will the job training be provided through a registered apprenticeship? .... ☒ Yes ☐ No

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

Our Company maintains a strong working relation with EPC companies that employ organized labor. The project will be constructed by IBEW local unions and other organized labor, including the Operating Engineers, Laborers, and other Building Trades. IBEW Local 351 conducts an ongoing Training Center including Apprenticeships.

### XIII. Special Authorizations and Exemptions

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? ..... ☒ Yes ☐ No

If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9

The Size of the two projects Pennsville Landfill Solar Project (A) and Project (C) are equal to 5.7 MW.



2. Does this project seek an exemption from the 10-subscriber minimum? ..... ☐ Yes ☒ No

If "Yes," please demonstrate below (and attach supporting documents as relevant):

- a. That the project is sited on the property of a multi-family building.
- b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process?

..... ☐ Yes ☒ No

If "Yes," attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? ..... ☐ Yes ☒ No

If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.

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



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

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

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

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

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

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

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

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

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

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

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

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



adhere to the existing “opt-in” rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).

..... ☐ Yes ☒ No

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







## Section C: Certifications

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

### Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Jeff Lee (name) am the President (title) of the Applicant Pennsville Landfill Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the 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: Jeff Lee

Date: 2-1-2022

Print Name: Jeff Lee

Title: President

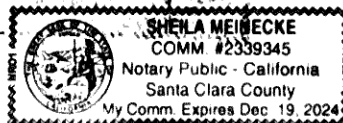
Company: Pennsville Landfill Solar, LLC

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.

Signed and sworn to before me on this 2nd day of February, 2022

Signature: \_\_\_\_\_

Name: Sheila Meinecke



Page 27 of 38

State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me on this 2nd day of February, 2021,  
by Jeff Lee,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Sheila Meinecke

Notary Public



# 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, Jeff Lee (name) am the President (title) of the Project Developer Pennsville Landfill Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the 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: Jeff Lee

Date: 2-1-2021

Print Name: Jeff Lee

Title: President

Company: Pennsville Landfill Solar, LLC

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.

Signed and sworn to before me on this 2nd day of February, 2022 State of California, County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 2nd day of February, 2021.

by Jeff Lee

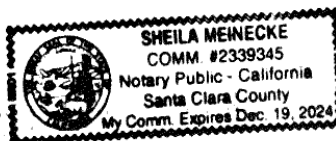
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: Sheila Meinecke

notary public

Signature

Name Sheila Meinecke





Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Jeff Lee (name) am the President (title) of the Project Owner Pennsville Landfill Solar, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the 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: Jeff Lee

Date: 2-1-2021

Print Name: Jeff Lee

Title: President

Company: Pennsville Landfill Solar, LLC

Signed and sworn to before me on this 2nd day of February, 2022

Signature

Name Sheila Meinecke

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 Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 2nd day of February, 2021.  
by Jeff Lee  
proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.  
Signature: [Signature]  
Notary Public



Property Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: Robert McDade

Date: 2-3-2021

Print Name: Robert McDade

Title: Mayor

Company: Township of Pennsville

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

Signature

Name

ANGELA FOOTE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Aug. 29, 2021



## Section D: Appendix

### Appendix A: Product Offering Questionnaire

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

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

This Questionnaire is Product Offering number 1 of 2 (total number of product offerings).

This Product Offering applies to:

- ☐ LMI subscribers  
☒ non-LMI subscribers  
☐ both LMI and non-LMI subscribers

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): Kilowatt size
2. Community Solar Subscription Price: (check all that apply)
  - ☐ Fixed price per month
  - ☒ Variable price per month, variation based on: credit value published by BPU
  - ☐ The subscription price has an escalator of \_\_\_\_\_ % every \_\_\_\_\_ (interval)
3. Contract term (length): \_\_\_\_\_ months, or 20 years OR ☐ month-to-month
4. Fees
  - ☐ Sign-up fee: No Fee
  - ☐ Early Termination or Cancellation fees: No Fee
  - ☐ Other fee(s) and frequency: No Fee
5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? ..... ☒ Yes ☐ No





If "Yes," the savings are guaranteed or fixed:

- ☒ As a percentage of monthly utility bill
- ☐ As a fixed guaranteed savings compared to average historic bill
- ☐ As a fixed percentage of bill credits
- ☐ Other: \_\_\_\_\_

6. Special conditions or considerations:





## Section D: Appendix

### Appendix A: Product Offering Questionnaire

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

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

This Questionnaire is Product Offering number 2 of 2 (total number of product offerings).

This Product Offering applies to:

- ☒ LMI subscribers
- ☐ non-LMI subscribers
- ☐ both LMI and non-LMI subscribers

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): Kilowatt size
2. Community Solar Subscription Price: (check all that apply)
  - ☐ Fixed price per month
  - ☒ Variable price per month, variation based on: credit value published by BPU
  - ☐ The subscription price has an escalator of \_\_\_\_\_ % every \_\_\_\_\_ (interval)
3. Contract term (length): \_\_\_\_\_ months, or 1 - 10 years OR ☐ month-to-month
4. Fees
  - ☐ Sign-up fee: No Fee
  - ☐ Early Termination or Cancellation fees: No Fee
  - ☐ Other fee(s) and frequency: No Fee
5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? ..... ☒ Yes ☐ No



If "Yes," the savings are guaranteed or fixed:

- ☒ As a percentage of monthly utility bill
- ☐ As a fixed guaranteed savings compared to average historic bill
- ☐ As a fixed percentage of bill credits
- ☐ Other: \_\_\_\_\_

6. Special conditions or considerations:

Our intent is to create a "TRUE" community program and subscribe these projects with LMI residents from Pennsville Township. We believe there are more than enough households that will qualify under the federal guidelines in the local community.



## Appendix B: Required Attachments Checklist

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

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

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



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

Required Attachments for Exemptions	Reference Page Number	Attached?
If the Applicant is a government entity (municipal, county, or state), and the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process: ⇒ Attach a letter from the Applicant describing the bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if project is granted conditional approval by the Board.	p. 22	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the proposed community solar project is located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP. ⇒ Attach special authorization from NJDEP for the site to host a community solar facility.	p. 11	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No





<p>If the proposed community solar project has received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019.</p> <p>⇒ Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.</p>	p. 22	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If the proposed community solar project plans to operate as a municipal opt-out project, contingent on the Board's approval the relevant proposed rules.</p> <p>⇒ Attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board</p> <p>⇒ Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.</p>	p. 23  p. 24	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**Delineated map** of the portion of the property on which the community solar facility will be located (in color).









## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

#### **Proof of Site Control and Proof of the designation of the area as being in need of redevelopment.**

Attached the Resolution of the area is in need of redevelopment, the Redevelopment Agreement between the Township of Pennsville and Trina Solar US SBU, LLC **and** the lease between Township of Pennsville (Landlord) and Pennsville Landfill Solar LLC (Tenant)



**TOWNSHIP OF PENNSVILLE  
RESOLUTION NO. 288-2020**

Title: A Resolution of the Mayor and Members of the Township Committee of the Township of Pennsville Designating Trina Solar US SBU, LLC as the Redeveloper for that area as set forth in what has been designated as the "Township of Pennsville Renewable Energy Redevelopment Project" by Ordinance A-16-2020, adopted on October 15, 2020, and authorizing the Township's Mayor to enter into a Redevelopment Agreement with solar leases attached with the appointed Redeveloper

**WHEREAS**, the Mayor and members of the Township Committee of the Township of Pennsville (hereinafter "Committee") by Resolution 250-2009, adopted on November 05, 2009, authorized the Township's Mayor to enter into a "Developers Agreement" with Delsea Energy, LLC, a New Jersey limited liability company, which agreement provided for access and testing of/on designated township lands for the purpose of determining whether it would be appropriate to conduct and operate a renewable energy park facility in the area in question; and

**WHEREAS**, the Committee, by Resolution No. 252-2009, also adopted on November 05, 2009, directed the Township of Pennsville Planning Board (hereinafter "Board") to conduct a preliminary investigation to determine whether Block 4801, Lots 2 & 5, Block 4802, Lot 1, and all lots within Blocks 4901-4927, 5001-5023, 5101-5115, and 5201-5215 as depicted on the Official Tax Map of the Township of Pennsville (hereinafter "Redevelopment Area") met the statutory criteria for an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*; and

**WHEREAS**, by Resolution 10-04, adopted on April 26, 2010, the Board determined, with certain exceptions, that the statutory criteria for the area in need of redevelopment as set forth above had been met and further recommended that the Committee declare the Redevelopment Area as an area in need of redevelopment and that redevelopment of the Redevelopment Area is a public purpose benefiting the residents and businesses located within the Township; and

**WHEREAS**, by Resolution 142-2010, adopted on May 20, 2010, the Committee declared that the real property located within the Redevelopment Area is an area in need of redevelopment; and

**WHEREAS**, by Resolution 143-2010, adopted on May 20, 2010, the Committee authorized the Township's Mayor to enter into a Special Services contract with Clarke, Caton, Hintz for the preparation of a redevelopment plan for the project to be known as the Township of Pennsville Renewable Energy Redevelopment Project; and

**WHEREAS**, by Resolution No. 144-2010, adopted on May 20, 2010, the Committee authorized the Township's Clerk to solicit proposals for the Township of Pennsville Renewable Energy Redevelopment Project; and

**WHEREAS**, for various reasons, thereafter, including the economics of renewable energy at that time, the Committee terminated its efforts to redevelop the Redevelopment Area; and

**WHEREAS**, the Committee was recently approached by Trina Solar US SBU, LLC, a New Jersey limited liability company (hereinafter "Trina"), a wholly owned company of Trina Solar US Development, LLC, a renewable energy company who proposed, preliminarily, to install solar panels to generate electricity in and on the Redevelopment Area; and



**WHEREAS**, thereafter the Committee commissioned Clarke, Caton, Hintz in the person of Brian Slauch, PP, AICP, to update the original Renewable Energy Redevelopment Project Redevelopment Plan (hereinafter "Redevelopment Plan"); however, without the gas and wind turbine components originally envisioned; and

**WHEREAS**, the updated Redeveloped Plan, dated July 27, 2020, was forwarded to the Board as authorized by Resolution 197-2020, adopted on August 06, 2020, for their review as provided for and by N.J.S.A. 40A:12A-7(e); and

**WHEREAS**, by Resolution 20-11, adopted on August 24, 2020, the Board determined that the updated Redevelopment Plan was consistent with the Township's Master Plan and recommended that the updated Redevelopment Plan be adopted by the Committee; and

**WHEREAS**, thereafter by Ordinance A-16-2020, the Committee formally adopted the updated Redevelopment Plan mentioned above and designated the area as the "Pennsville Renewable Energy Redevelopment Project"; and

**WHEREAS**, the Committee has determined to affect the redevelopment of the Redevelopment Area through the selection of a redeveloper who shall be responsible for the construction of solar facilities thereon; and

**WHEREAS**, on October 28, 2019, Trina submitted a proposal to the Township with respect to the redevelopment of the Redevelopment Area providing for the approval, construction, operation and maintenance of three (3) separate solar facilities; and

**WHEREAS**, based upon its demonstrated capability and expertise, the Committee is desirous of selecting Trina as the redeveloper of the Redevelopment Area; and

**WHEREAS**, Trina has now submitted a "Redevelopment Agreement", copy of which is attached hereto and made a part hereof (with two (2) solar leases and a proposed form of Power Purchase Agreement attached thereto); and

**WHEREAS**, by Will probated on May 21, 1768, the Testator, Frances Miles, granted the "Magistrates of the Township of Lower Penns Neck" (now the Township) the rights to lease his "plantation", which includes the portions of the Redevelopment Area north of Miles Creek, with the proceeds to be used for the "education and schooling of the poor children of said Township of Lower Penns Neck"; and

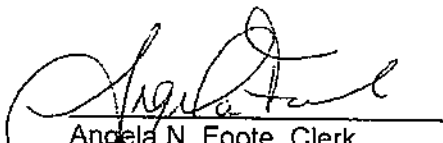
**WHEREAS**, thereafter, by Judgment dated February 26, 1959, in the Matter of the Estate of Frances Miles, Deceased, Superior Court of New Jersey, Chancery Division, Salem County, Docket # P-17-58, the Court appointed the Township of Lower Penns Neck as the "substituted trustee of the trust established by the Will of Frances Miles, Deceased," as aforesaid and that monies received as income from the "plantation" be used "to provide scholarships for advanced education for needy and resident persons in the Township of Lower Penns Neck" with the eligibility of said scholarships to be determined by the "Board of Education of the Township of Lower Penns Neck" as approved by the "substituted trustee"; and

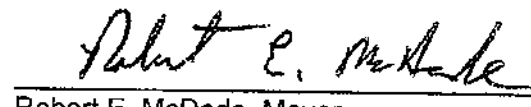
**WHEREAS**, the Committee has determined that the health, safety, and welfare of the citizens of this Township will benefit from the creation of the proposed renewable energy installation and that it will be appropriate to enter into the above mentioned Redevelopment Agreement at this time with Power Purchase Agreement(s), at the rates agreed upon in the Redevelopment Agreement, to be negotiated and executed at the appropriate time in the future.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and members of the Township Committee of the Township of Pennsville that:

1. They hereby adopt the facts and determinations as set forth in the preamble of this Resolution as if the same were more fully set forth herein at length, and the facts and determinations shall have the same binding effect as the paragraphs set forth herein below.

2. Trina Solar US SBU, LLC, a New Jersey limited liability company, a wholly owned company of Trina Solar US Development, LLC, is hereby designated as the Redeveloper for the Redevelopment Area as set forth in the preamble of this Resolution.
3. The Township's Mayor is hereby authorized to enter into the Redevelopment Agreement with the aforesaid Redeveloper for the redevelopment of the Redevelopment Area as set forth above, a copy of which Redevelopment Agreement is attached hereto and made a part hereof.
4. This Resolution shall become effective on the date of its adoption.

  
 Angela N. Foote, Clerk  
 Dated: December 10, 2020

  
 Robert E. McDade, Mayor

Record of Vote

Member	Aye	Nay	N.V.	A.B.	Res.	Sec.
Chastain	X				X	
Cook	X					X
McDade	X					
Neu	X					
Raine				X		

X indicates N.V.-Not Voting A.B.-Absent Res.-Resolution Moved Sec.-Resolution Seconded

**REDEVELOPMENT AGREEMENT**

**By and Among the**

**TOWNSHIP OF PENNSVILLE**

**And**

**TRINA SOLAR US SBU, LLC**

Dated as of December 10, 2020

This **REDEVELOPMENT AGREEMENT** ("Agreement"), dated as of December 10, 2020, by and among the **TOWNSHIP OF PENNSVILLE**, a municipal corporation of the State of New Jersey with offices located at 90 N. Broadway, Pennsville, New Jersey 08070, acting in the capacity of a Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law") and its respective successors and assigns ("Township"), and **TRINA SOLAR US SBU, LLC**, a New Jersey limited liability company, a wholly owned company of **TRINA SOLAR US DEVELOPMENT, LLC** ("Trina"), a Delaware limited liability company, both with principal offices located at 100 Century Center Court, Suite 501, San Jose, California 95112, and its successors and assigns ("Redeveloper"). The Township and Redeveloper are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

#### **WITNESSETH**

**WHEREAS**, the Township has previously requested the Township Planning Board (the "Planning Board") to determine whether certain real property located within the Township and defined herein as the "Redevelopment Area" constitutes an "area in need of redevelopment" pursuant to the provisions of the Redevelopment Law; and

**WHEREAS**, the Planning Board, pursuant to Resolution No. 10-04, duly approved on May 10, 2010, determined, and recommended that the Township Committee of the Township declare, that the real property located within the Redevelopment Area is an area in need of redevelopment and that redevelopment of such area is a public purpose benefiting the residents and businesses located within the Township; and

**WHEREAS**, the Township, pursuant to Resolution No. 142-2010, duly approved on May 20, 2010, declared that the real property located within the Redevelopment Area is an area in need of redevelopment; and

**WHEREAS**, pursuant to the provisions of the Redevelopment Law, on October 15, 2020, the Township Committee of the Township adopted Ordinance No. A-16-2020, adopting the Redevelopment Plan for the redevelopment of the Redevelopment Area (the "Redevelopment Plan"); and

**WHEREAS**, (i) the Township is presently the owner of certain parcels of real property located within the Redevelopment Area (collectively, the "Township Properties"), and (ii) the Township shall acquire certain parcels of real property within the Redevelopment Area (collectively, the "Acquisition Properties"), all of which shall be redeveloped in phases on specifically identified sites, as more particularly described herein; and

**WHEREAS**, the Township has determined to affect the redevelopment of the Redevelopment Area through the selection of a redeveloper who shall be responsible for the construction of solar facilities thereon; and

**WHEREAS**, on October 28, 2019, Trina submitted a proposal to the Township with respect to the redevelopment of the Redevelopment Area (the "Proposal") providing for the

approval, construction, operation and maintenance of three (3) separate solar facilities, as defined herein, within the Redevelopment Area (the "Projects"); and

**WHEREAS**, based upon its demonstrated capability and expertise and the terms set forth in the Proposal, by Resolution No. \_\_\_\_\_, duly adopted on December 10, 2020, the Township (a) selected Redeveloper to construct the Projects on the terms and conditions set forth in the Proposal and such additional terms and conditions as set forth in this Agreement, and (b) designated Pennsville Solar LLC as the Redeveloper for the redevelopment of the Redevelopment Area; and

**WHEREAS**, in accordance with the terms of this Agreement (a) the Township has agreed to acquire (by negotiated purchase and sale agreement or by exercise of its power of eminent domain) the Acquisition Properties necessary for the Historic Fill Site 2 Project (as defined herein) and the Acquisition Properties for Additional Projects (as defined herein), which when combined with the Township Properties, or a portion thereof, shall be collectively identified as the "Project Sites", (b) following the satisfaction (or waiver by the Redeveloper) of certain material conditions precedent, the Township has agreed to lease the Project Sites to the Redeveloper pursuant to Solar Leases, and (c) the Redeveloper has agreed to construct the Projects on the Project Sites (on a phased basis), in each case in accordance with the terms and conditions of this Agreement and the Solar Leases; and

**WHEREAS**, Redeveloper has agreed that it shall pay all costs of acquiring the Acquisition Properties necessary for the Historic Fill Site 2 Project in accordance with the terms of this Agreement; and

**WHEREAS**, in order to effectuate the public purposes set forth in the Redevelopment Plan and in order to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to construction of the Projects in accordance with the Redevelopment Plan, the Parties have determined to execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and intending to bind its successors and assigns, do mutually promise, covenant and agree as follows:

## **ARTICLE 1 DEFINITIONS; CONSTRUCTION**

1.1 Definitions. The following capitalized terms used herein and not otherwise defined shall have the following meanings:

**"Acquisition Properties"** shall mean the following properties identified on the Official Tax Map of the Township: Block 4902, Lots 2 and 4; Block 4903, Lots 3, 4 and 8; Block 4904, Lot 2; Block 4905, Lot 2; Block 4906, Lots 2 and 4; Block 4907, Lot 2; Block 4908, Lot 2; Block 4909, Lots 1, 3 and 5; Block 4910, Lots 2, 3, 4 and 5; Block 4911, Lots 2, 4 and 6; Block 4912, Lot 2; Block 4913, Lot 2; Block 4914, Lot 1; Block 4915, lot 1; Block 4916, Lot 1; Block



4917, Lot 2; Block 4919, Lot 2; Block 4920, Lot 2; Block 4921, Lots 1, 2, 3 and 5; Block 4922, Lots 2, 4, 6 and 7; Block 4923, Lots 2 and 3; Block 4926, Lot 2; Block 4927, Lots 1 and 3; Block 5002, Lots 2, 3 and 5; Block 5003, Lots 2, 3 and 4; Block 5004, Lots 1 and 3; Block 5005, Lots 1, 2, 5, 7 and 8; Block 5006, Lots 3, 5, 8 and 9; Block 5008, Lot 1; Block 5010, Lot 2; Block 5011, Lots 2, 3, 4 and 5; Block 5012, Lots 2, 3 and 4; Block 5013, Lots 2, 3 and 4; Block 5014, Lots 2 and 3; Block 5015, Lots 1, 2, 3, 5, 6, 7 and 8; Block 5016, Lots 1, 4, 5, 6 and 8; Block 5017, Lot 2; Block 5018, Lots 1, 3 and 4; Block 5019, Lots 2 and 3; Block 5020, Lot 6; Block 5021, Lots 1, 2, 3, 5, 6 and 8; Block 5022, Lots 2, 4, 5, 6 and 7; Block 5023, Lots 2, 3, 5, 6 and 7; Block 5101, Lots 2, 4 and 5; Block 5102, Lots 1, 2, 4, 5 and 7; Block 5103, Lots 3, 5 and 6; Block 5104, Lots 2, 3, 4 and 5; Block 5105, Lots 2, 4, 5, 6 and 7; Block 5106, lots 3, 5 and 7; Block 5107, Lots 2, 5 and 6; Block 5108, lots 2, 3 and 4; Block 5109, Lots 2, 4 and 5; Block 5110, Lots 1, 3, 5, 7, 9, 10 and 12; Block 5111, Lots 2, 3, 5, 6, 7, 8 and 10; Block 5112, Lot 2; Block 5113, Lot 2; Block 5114, Lots 2 and 3; Block 5115, Lots 2, 4 and 8; Block 5201, Lot 2; Block 5202, lot 2; Block 5205, Lot 3; Block 5207, lot 2; Block 5208, Lots 2 and 5; Block 5212, Lot 1; and Block 5213, Lots 2 and 4.

***“Additional Projects”*** has the meaning specified in Section 2.1 of this Agreement.

***“Additional Projects Sites”*** has the meaning specified in Section 2.1 of this Agreement.

***“Additional Projects Solar Leases”*** shall mean the Solar Leases for Additional Projects, in form similar to the Project 1 Solar Lease, for Additional Projects located within Historic Fill Site 2, to be prepared after consolidation of lots as provided in Section 3.4 of this Agreement, if required.

***“Affiliate”*** means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

***“Agreement”*** shall mean this Redevelopment Agreement, any Exhibits hereto, and the Solar Leases and PPAs which are incorporated herein and made a part hereof pursuant to Sections 2.2 and 6.3 of this Agreement.

***“Appeal Period”*** shall mean the period of time specified by statute or court rule within which an appeal may be taken by any party from the grant or denial of any of the Development Approvals and includes the period for filing an appeal to the first court of review or appellate body after entry of a judgment or decision by a lower court or administrative agency.

***“Approval Period”*** means, with respect to the Historic Fill Site 1 Project and Landfill Site Project, a period expiring thirty-six (36) months from Redeveloper’s receipt of Township Approvals required by Section 6.1 of this Agreement, and with respect to the Historic Fill Site 2 Project, a period expiring thirty-six (36) months after the acquisition of the Acquisition Properties necessary for the Historic Fill Site 2 Project as provided in Article 3 of this Agreement, provided that, if at the expiration of such periods, the Appeal Period shall not have expired with respect to any of the Development Approvals, the thirty-six (36) month period shall automatically be extended until the Appeal Period has expired. During the applicable Approval Period, Redeveloper shall obtain all Development Approvals necessary to construct the Projects.

Redeveloper shall have the right to extend the Approval Period for up to three (3) consecutive three (3) month periods upon written notice to Township ("Extension Notice") in the event of any delay not caused by Redeveloper, provided that Redeveloper is actively and diligently pursuing the Development Approvals and is not otherwise in default of this Agreement or the applicable Solar Lease.

**"Commercial Operation Date"** has the meaning specified in Section 1 of the Solar Leases.

**"Community Solar"** means a community solar project approved by the New Jersey Board of Public Utilities for participation in the Community Solar Energy Pilot Program pursuant to N.J.A.C. 14:8-9, including, but not limited to, the community solar facility, project participants, and subscribers.

**"DEP"** means the Department of Environmental Protection of the State of New Jersey.

**"Development Approvals"** has the meaning specified in Section 4(b) of the Solar Leases.

**"Effective Date"** means the date of full execution of this Agreement. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party; provided that two (2) fully executed originals of this Agreement are received by the other Party at the address provided in Section 19 of the Solar Lease for the Historic Fill Site 1 Project within three (3) days of the Effective Date. If the fully executed originals are not so received by the other Party within said three (3) day period, then the Effective Date of this Agreement shall be deemed to be the date that the fully executed originals of this Agreement are so received by the other Party.

**"EPA" or "USEPA"** means the United States Environmental Protection Agency.

**"Escrow Deposit"** has the meaning specified in Section 4.1 of this Agreement.

**"Governmental Authority"** has the meaning specified in Section 1 of the Solar Leases.

**"Hazardous Substances"** has the meaning specified in Section 4(h) of the Solar Leases.

**"Historic Fill Site 1"** shall mean Block 4802, Lot 1 on the Official Tax Map of the Township.

**"Historic Fill Site 1 Project"** has the meaning specified in Section 2.1 of this Agreement.

**"Historic Fill Site 1 Solar Lease"** shall mean the Solar Lease for the Historic Fill Site 1 Project attached to this Agreement as Exhibit A.

***"Historic Fill Site 2"*** shall mean the Acquisition Properties and Township Properties necessary for the Historic Fill Site 2 Project, excepting therefrom the Historic Fill Site 1 and Landfill Site.

***"Historic Fill Site 2 Project"*** has the meaning specified in Section 2.1 of this Agreement.

***"Historic Fill Site 2 Solar Lease"*** shall mean the Solar Lease for the Historic Fill Site 2 Project, in form similar to the Historic Fill Site 1 Solar Lease, to be prepared after consolidation of lots as provided in Section 3.4 of this Agreement.

***"ISRA"*** means the Industrial Site Recovery Act of the State of New Jersey, *N.J.S.A. 13:1K-6 et seq.*, as amended;

***"Landfill Site"*** shall mean Block 4801, Lot 5 on the Official Tax Map of the Township.

***"Landfill Site Project"*** has the meaning specified in Section 2.1 of this Agreement.

***"Landfill Site Solar Lease"*** shall mean the Solar Lease for the Landfill Site Project attached to this Agreement as Exhibit B.

***"Law"*** has the meaning specified in Section 1 of the Solar Leases.

***"Leased Property"*** has the meaning specified in Section 2(a) of the Solar Leases and shall also mean "Project Sites".

***"Net Metering"*** means a net metering project approved by the New Jersey Board of Public Utilities pursuant to the Solar Act of 2012 whereby customer-generators provide customers a full retail credit on their utility bill for each kWh of electricity the system produces over the course of a year. At the end of an annualized period, the customer-generator will receive credit on their utility bill at the wholesale value of electricity for any excess generation that remains.

***"Power Purchase Agreements"*** or ***"PPAs"*** has the meaning specified in Section 6.3 of this Agreement.

***"Projects"*** has the meaning specified in the Recitals and in Section 2.1 of this Agreement. Any of the Projects may be individually and generally referred to herein as a "Project".

***"Project Sites"*** shall mean Historic Fill Site 1, Landfill Site, Historic Fill Site 2, and Additional Projects Sites, collectively, and shall also mean "Leased Property".

***"Proposal"*** has the meaning specified in the Recitals.

**“Redeveloper”** has the meaning specified in the Introductory Paragraph of this Agreement and includes any approved assignee of the Redeveloper’s right, title and interest under this Agreement.

**“Redevelopment Area”** has the meaning specified in the Recitals.

**“Redevelopment Entity”** shall mean the governing body of the Township of Pennsville.

**“Redevelopment Law”** shall mean *N.J.S.A. 40A:12A-1, et seq.*

**“Redevelopment Plan”** has the meaning specified in the Recitals and includes all amendments and modifications thereto agreed upon between Township and Redeveloper and duly adopted.

**“Remote Net Metering”** means a Remote Net Metering (RNM) project approved by the New Jersey Board of Public Utilities pursuant to the Clean Energy Act of 2018 whereby a certified public entity acts as a host customer for remote net metering generating capacity.

**“Rent”** has the meaning specified in Section 5 of the Solar Leases.

**“Rent Commencement Date”** has the meaning specified in Section 5(a) of the Solar Leases.

**“Sanitary Landfill Facility”** has the meaning specified in Section 1 of the Landfill Site Solar Lease.

**“Solar Facility”** has the meaning specified in Section 1 of the Solar Leases.

**“Solar Leases”** shall mean the Historic Fill Site 1 Solar Lease (attached to this Agreement as Exhibit A), Landfill Site Solar Lease (attached to this Agreement as Exhibit B), Historic Fill Site 2 Solar Lease, and Additional Projects Solar Leases. Any of the Solar Leases may be individually and generally referred to herein as a “Solar Lease”.

**“Township”** shall mean the Township of Pennsville, County of Salem, State of New Jersey.

**“Township Approvals”** has the meaning specified in Section 6.1 of this Agreement.

**“Township Planning Board”** shall mean the Planning Board of the Township of Pennsville.

**“Township Properties”** shall mean the following properties identified on the Official Tax Map of the Township: Block 4801, Lot 5; Block 4802, Lot 1; Block 4901, Lots 1, 2, 3, 4 and 5; Block 4902, Lots 1, 3, 5 and 6; Block 4903, Lots 1, 2, 5, 6 and 7; Block 4904, Lots 1 and 3; Block 4905, Lots 1 and 3; Block 4906, Lots 1, 3 and 5; Block 4907, Lots 1 and 3; Block 4908, Lots 1 and 3; Block 4909, Lots 2, 4 and 6; Block 4910, Lot 1; Block 4911, Lots 1, 3 and 5; Block 4912, Lots 1 and 3; Block 4913, Lot 1; Block 4917, Lot 1; Block 4919, Lot 1; Block 4920,

Lots 1, 3 and 4; Block 4921, Lot 4; Block 4922, Lots 1, 3 and 5; Block 4923, Lots 1 and 4; Block 4926, Lots 1 and 3; Block 4927, Lot 2; Block 5001, Lot 1; Block 5002, Lots 1 and 4; Block 5003, Lot 1; Block 5004, Lot 2; Block 5005, Lots 3, 4 and 6; Block 5006, Lots 1, 2, 4, 6, 7 and 10; Block 5007, Lot 1; Block 5009, Lot 1; Block 5010, Lots 1 and 3; Block 5011, Lot 1; Block 5012, Lot 1; Block 5013, Lot 1; Block 5014, Lots 1 and 4; Block 5015, Lot 4; Block 5016, Lots 2, 3 and 7; Block 5017, Lot 1; Block 5018, Lot 2; Block 5019, Lot 1; Block 5020, Lots 1, 2, 3, 4 and 5; Block 5021, Lots 4 and 7; Block 5022, Lots 1 and 3; Block 5023, Lots 1 and 4; Block 5101, Lots 1 and 3; Block 5102, Lots 3 and 6; Block 5103, Lots 1, 2 and 4; Block 5104, Lot 1; Block 5105, Lots 1 and 3; Block 5106, Lots 1, 2, 4 and 6; Block 5107, Lots 1, 3 and 4; Block 5108, Lot 1; Block 5109, Lots 1 and 3; Block 5110, Lots 2, 4, 6, 8, 11 and 13; Block 5111, Lots 1, 4 and 9; Block 5112, Lot 1; Block 5113, Lots 1 and 3; Block 5114, Lots 1, 4 and 5; Block 5115, Lots 1, 3, 5, 6 and 7; Block 5201, Lot 1; Block 5202, Lots 1 and 3; Block 5203, Lot 1; Block 5205, Lots 1, 2 and 4; Block 5206, Lots 1 and 2; Block 5207, Lot 1; Block 5208, Lots 1, 3 and 4; Block 5211, Lots 1 and 2; Block 5212, Lot 2; Block 5213, Lots 1 and 3; and Block 5214, Lot 1.

**“Utility”** means (i) the electric distribution company(ies) (EDC): Atlantic City Electric Company (ACE), Delmarva Power & Light (DPL), Pepco Holdings (Pepco) and Exelon Corporation (Exelon), and any successors and assignees; (ii) the regional transmission organization (RTO): PJM Interconnection LLC (PJM) and any successors and assignees; (iii) the New Jersey Board of Public Utilities (NJBPU); and (iv) Governmental Authorities.

1.2 **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same. Unless otherwise specified: (a) whenever the singular is used in this Agreement, the same shall include the plural, and the plural shall include the singular; (b) the words “consent” or “approve” or words of similar import, mean the prior written consent or approval of Township or Redeveloper, as the case may be; (c) the words “include” and “including”, and words of similar import, shall be deemed to be followed by the words “without limitation”; and (d) the Exhibits to this Agreement are incorporated herein by reference and made a part of this Agreement.

## **ARTICLE 2**

### **PROJECTS; LEASES; REAL ESTATE TAXES**

2.1 **Projects.** The Solar Facility comprising the Historic Fill Site 1 Project shall be located on Historic Fill Site 1 with an estimated capacity of two (2±) Megawatts (mW) DC Nameplate Capacity and related site improvements (“Historic Fill Site 1 Project”). The Solar Facility comprising the Landfill Site Project shall be located on the Landfill Site and shall include three separate projects with a total estimated capacity of six (6±) Megawatts (mW) DC Nameplate Capacity and related site improvements (“Landfill Site Project”). The Solar Facility comprising the Historic Fill Site 2 Project shall be located on Historic Fill Site 2 with an estimated capacity of fifteen (15) Megawatts (mW) DC Nameplate Capacity and related site improvements (“Historic Fill Site 2 Project”). Nothing set forth in this Agreement shall prohibit the development by Redeveloper of additional solar facilities in Historic Fill Site 2 (“Additional Projects”). In the event that Additional Projects may be developed within Historic Fill Site 2, the Parties shall enter



into additional solar leases in form similar to the Historic Fill Site 1 Solar Lease for the areas needed to construct such Additional Projects. The sites for any and all Additional Projects shall be referred to herein as "Additional Projects Sites".

2.2 Lease Terms. The terms and conditions of the leases of the Historic Fill Site 1 and Landfill Site to Redeveloper are set forth in the Historic Fill Site 1 Solar Lease and Landfill Site Solar Lease, attached hereto and incorporated herein by reference and made a part hereof as Exhibits A and B, respectively. Upon consolidation of the Acquisition Lots and Township Lots necessary for the Historic Fill Site 2 Project in accordance with Section 3.4 of this Agreement, the Parties shall enter into the Historic Fill Site 2 Solar Lease. In the event of Additional Projects as provided under Section 2.1 above, and upon consolidation of lots required for Additional Projects in accordance with Section 3.4 of this Agreement if required, the Parties shall enter into Additional Projects Solar Leases. The Parties agree that the Tenant for each of the Solar Leases contemplated herein shall be a Special Purpose Entity (SPE) formed and wholly owned by Redeveloper. The terms of this Agreement, the Solar Leases and the PPAs shall be subject to the provisions of N.J.S.A. 40A:12A-9, as applicable. Upon the Commercial Operation Date of a Project, the required covenants, provisions and controls required by the aforesaid Statute shall be deemed satisfied as to such Project. If there is any conflict among the terms and conditions of this Agreement and a Solar Lease, then the terms and conditions of the Solar Lease shall control and prevail.

2.3 Lease Conditions. The following conditions precedent shall be satisfied prior to Redeveloper's obligation to lease the Project Sites: (i) as to the Landfill Site Solar Lease only, DEP/USEPA approval to construct the Landfill Site Project on the Sanitary Landfill Facility and Landfill Site, in accordance with DEP/USEPA guidelines; (ii) Redeveloper shall not be required to perform any site remediation required by DEP/USEPA; (iii) no restrictions against development, installation and operation of a solar facility, including storage equipment; (iv) Redeveloper obtaining all approvals for the Projects as required herein and pursuant to the Solar Leases; (v) Township providing to Redeveloper any and all information and documents related to the Sanitary Landfill Facility and Project Sites, including but not limited to, Sanitary Landfill Facility closure plans, approvals and permits, environmental reports, NFA or RAO approvals, previous surveys, plans, reports and approvals in its possession; (vi) Redeveloper investment committee approval; (vii) approval of connection of the Projects to the Atlantic City Electric Company distribution system or the PJM Interconnection transmission system; and (viii) Cost of interconnection and construction within Project budgets.

2.4 Taxes and Assessments. The payment of all real estate and personal property taxes or assessments for the Projects are included in the payment of Rent pursuant to Section 5(a) of the applicable Solar Leases and Redeveloper shall have no further obligation to pay any such taxes or assessments. Any Project satisfying the requirements of any tax exemption permitted by Federal or State law, including but not limited to the Renewable Energy System Tax Exemption (P.L. 2008, Chapter 90), shall be exempt from tax.

### **ARTICLE 3 ACQUISITION AND CONDEMNATION; QUIET TITLE ACTIONS; CONSOLIDATION OF HISTORIC FILL SITE 2**

3.1 Title and Surveys. Upon Redeveloper's certification that the Historic Fill Site 2 Project is economically viable, Redeveloper shall, at its cost, obtain title reports and surveys for all of the Township Properties and Acquisition Properties necessary for the Historic Fill Site 2 Project from a title company and surveyor licensed by the State of New Jersey, respectively, selected by Redeveloper. Redeveloper shall, within fourteen (14) days of receipt thereof, provide Township with such reports, including documentation of any title exceptions, liens or encumbrances, and surveys. Title to the Township Properties and Acquisition Properties and to all other property required to be leased to Redeveloper shall be good, marketable and insurable at regular rates by such title company. Title to each of the Acquisition Properties necessary for the Historic Fill Site 2 Project shall be conveyed to Township by Quit Claim Deed with a metes and bounds legal description.

3.2 Acquisition of Acquisition Properties. (i) After receipt of title reports and surveys of the Acquisition Properties in accordance with Section 3.1 above, adoption of amendments to the Redevelopment Plan if necessary and upon the Commercial Operation Date of the Historic Fill Site 1 Project and Landfill Site Project, Redeveloper shall, on behalf of Township, commence private negotiations with the owners of the Acquisition Properties necessary for the Historic Fill Site 2 Project for the purpose of acquiring fee simple title to such properties in the name of Township. If necessary and after written notice to Township, Redeveloper shall commission MAI Appraisals of such Acquisition Properties, suitable for condemnation proceedings to determine Fair Market Value in accordance with the Redevelopment Law. Subject to Section 3.2(iii) below, Township hereby assigns to Redeveloper, Township's rights to enter onto and investigate any of the Acquisition Properties within the Redevelopment Area pursuant to the Redevelopment Law. Upon the request of Township, Redeveloper shall report to Township the status of Redeveloper's efforts to negotiate agreements of sale for the Acquisition Properties comprising Historic Fill Site 2. Any private agreement to purchase Acquisition Properties shall include a reasonable due diligence period (the "Acquisition Due Diligence Period") and a right of termination during each such Acquisition Due Diligence Period and may include other contingencies. In the event that Redeveloper is unable to negotiate private agreements to purchase Acquisition Properties within Historic Fill Site 2 within one hundred and eighty (180) days after commencing private negotiations, Redeveloper shall notify Township, and Township shall acquire such Acquisition Properties by condemnation as provided by Section 3.2(ii) below. Redeveloper shall be responsible for all costs related to acquiring such Acquisition Properties hereunder.

(ii) Subject to Section 3.2(iii) below, Township shall acquire fee simple title to the Acquisition Properties necessary for the Historic Fill Site 2 Project that cannot be acquired by private negotiation in accordance Section 3.2(i) of this Agreement. Redeveloper, on behalf of Township, shall, in compliance with all statutory requirements, initiate and complete condemnation (including appraisals and good faith negotiations) so that such Acquisition Properties can be acquired by Township and leased to Redeveloper after condemnation and lot consolidation pursuant to this Agreement. When Redeveloper, in the name of Township, commences the condemnation process, Redeveloper shall obtain current MAI appraisals, if needed, and conduct all good faith negotiations required for the condemnation. Redeveloper shall (1) conduct said negotiations in accordance with the Redevelopment Law and *N.J.S.A. 20:30-1 et seq.* including, but not limited to, those statutory provisions relating to the quality of title to be conveyed, and proffering of fair market value as determined by appraisal; and (ii) provide

Township with written updates on a regular basis of the status of negotiations with the Acquisition Properties owners, including purchase price negotiations and open issues relating to each of the Acquisition Properties. Redeveloper shall advise Township of the status of any condemnation proceedings and the Township shall cooperate with Redeveloper throughout the condemnation process, including execution of legal documents and appearances at court or condemnation proceedings, if necessary. The Parties agree that the quality of title to be acquired to such Acquisition Properties shall be good, marketable and insurable and not subject to any tenancies, occupancies, leases, liens, trusts or encumbrances. Redeveloper shall be responsible for all costs of condemning or purchasing such Acquisition Properties.

(iii) To the extent Township is permitted by the Redevelopment Law to make an assignment of its rights to access privately held property located within a Redevelopment Area to Redeveloper, Redeveloper, its representatives and consultants, are granted the right to enter upon the Acquisition Properties to perform engineering, environmental and such other feasibility studies as Redeveloper determines in its sole discretion. Such assignment shall also be subject to any other applicable law limiting Township's ability to assign such rights. Redeveloper may enter into any agreement with Acquisition Properties owners which does not rely on Township's right of access. Notwithstanding any provision to the contrary herein, Township shall not be required to take title to the Acquisition Properties until satisfaction of the conditions set forth under Section 2.3 of this Agreement as to the Historic Fill Site 2 Project only.

(iv) Prior to accessing any Acquisition Properties, Redeveloper shall provide evidence of general liability insurance coverage and worker's compensation coverage to Township identifying Township as an additional named insured thereon entitled to notice thirty (30) days prior to cancellation. Redeveloper shall require anyone acting on Redeveloper's behalf to provide similar evidence of insurance coverage under the same terms prior to their accessing any Acquisition Properties.

(v) Redeveloper, to the extent legally permitted, may dismiss any condemnation proceeding if Redeveloper advises Township in writing, that one or more Acquisition Properties subject to condemnation proceedings is/are no longer required to construct Project 3. Redeveloper shall be responsible for all costs incurred and any damages awarded due to the dismissal of the condemnation proceedings by Redeveloper. Township shall in no event be required to appeal or otherwise challenge any damage award.

3.3 Quiet Title of Township Properties. (i) After receipt of title reports and surveys of the Township Properties and upon the Commercial Operation Date of the Historic Fill Site 1 Project and Landfill Site Project, Redeveloper shall, on behalf of Township, commence actions to quiet title to the Township Properties included within Historic Fill Site 2 in which any other person or entity claims or is claimed to own such properties, or any part thereof or interest therein, or to hold a lien or encumbrance thereon, as evidenced by title reports for the purpose of settling title to, and clearing up all doubts and disputes concerning such properties. Township hereby authorizes Redeveloper to enter onto and investigate any of the Township Properties. Upon the request of Township, Redeveloper shall report to Township the status of Redeveloper's efforts to quiet title to the Township Properties as required. The Parties agree that the quality of title to the Township Properties shall be good, marketable and insurable and not subject to any tenancies,

occupancies, leases, liens, trusts or encumbrances. Redeveloper shall be responsible for all costs related to quiet title actions hereunder.

(ii) Prior to accessing any Township Properties, Redeveloper shall provide evidence of general liability insurance coverage and worker's compensation coverage to Township identifying Township as an additional named insured thereon entitled to notice thirty (30) days prior to cancellation. Redeveloper shall require anyone acting on Redeveloper's behalf to provide similar evidence of insurance coverage under the same terms prior to their accessing any Township Properties.

3.4 Consolidation of Township Properties and Acquisition Properties. Upon the conveyance of title to Township of the Acquisition Properties and conclusion of all quiet title actions for the Township Properties necessary for the Historic Fill Site 2 Project in accordance with this Agreement, Redeveloper, on behalf of Township, shall consolidate all Township Properties and Acquisition Properties located within Historic Fill Site 2 into one or more lots, to be determined by the Parties. In the event that Additional Projects are developed as provided in Section 2.1 of this Agreement, the Township Properties and Acquisition Properties required for such Additional Projects shall be consolidated in accordance with this Section 3.4. Redeveloper shall be responsible for all costs for consolidation as provided herein.

3.5 Use of Township Properties, Rights of Way and Easements. Redeveloper shall have the right to make utility or other infrastructure improvements to any real property owned by Township or upon real property to which Township has acquired a right of way or easement located outside the Redevelopment Area to construct and maintain such improvements thereon necessary or desirable, in the sole determination of Redeveloper, to service, operate or maintain the Projects so long as such utility or other infrastructure improvements do not interfere with the Township's existing use of such real property. Township and Redeveloper shall execute easement agreements to effectuate the purpose of this Section of this Agreement.

3.6 Vacation of Public Roadways within Project Sites. Upon completing acquisition of the Acquisition Properties and quiet title actions of Township Properties as provided herein, Redeveloper shall, on behalf of Township, vacate all public roadways of record located within Historic Fill Site 2, and the Additional Projects Sites if any. Redeveloper shall be responsible for all costs related to vacating roadways hereunder. Redeveloper, at its sole expense, shall construct and maintain security gates at the access point to Historic Fill Site 2 and Additional Projects Sites, if any

#### **ARTICLE 4 ESCROW; OFF-SITE IMPROVEMENTS**

4.1 Escrow. On the Effective Date, Redeveloper shall pay to Township the amount of \$15,000.00 to be held in escrow ("Escrow Deposit") to pay all professional charges and fees incurred or imposed by the Township consistent with the provisions of the Municipal Land Use Law with regard to project review escrows in connection with the Township's oversight of the activities conducted by the Redeveloper. Such charges and fees shall include but not be limited to engineer, planner, consultant and attorney review fees on Township's behalf to oversee the

redevelopment activities performed by the Redeveloper and review the redevelopment activities to the extent deemed necessary by Township to ensure compliance with Township ordinances, the Redevelopment Plan and this Agreement. The Escrow Deposit shall be placed in a Township trust account, and drawn upon by Township as permitted by the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.* Township shall provide a monthly statement of account regarding the Escrow Deposit with copies of applicable invoices, as required by law. Redeveloper shall pay an additional sum required to pay charges and fees not covered by the Escrow Deposit within thirty (30) days after receipt of notice of deficiency. Redeveloper shall replenish the Escrow Deposit upon request by Township. Any remaining balance of the Escrow Deposit required of Redeveloper after the completion of the redevelopment, as determined by Township, shall be returned to Redeveloper within fifteen (15) days after the completion of the redevelopment. This Escrow Deposit shall be in addition to any escrow required of Redeveloper in connection with obtaining Development Approvals. Any escrow account balances held by Township, on behalf of Redeveloper, prior to the Effective Date shall remain held and credited by Township in accordance with this Agreement. Nothing contained herein shall be construed as limiting the Redeveloper's obligation to pay Rent under the Solar Leases in connection with this Agreement or in the event of Redeveloper's Default as defined herein.

4.2 Off-Site Improvements. Except as otherwise agreed, Redeveloper shall be responsible for all costs of any off-site improvements required of Redeveloper by the Township Planning Board in its review of Redeveloper's site plan applications for the Projects as permitted by the Municipal Land Use Law.

## **ARTICLE 5 ACCESS AND TERMINATION RIGHTS**

5.1 Access. On the Effective Date and subject to Section 3.2(iv) and 3.3(ii) of this Agreement, Redeveloper, its representatives and consultants, are granted the right to enter upon the Project Sites to perform any assessment, development and design activities as permitted by and in accordance with Section 2(a) of the Solar Leases.

5.2 Termination of Agreement by Redeveloper. Redeveloper shall have the right to terminate this Agreement as to a Project or all Projects: (i) if any of the conditions set forth under Section 2.3 of this Agreement are not satisfied; and (ii) at any time on written notice if the Township is in default of any terms of this Agreement. In the event of default of any of the terms of this Agreement, Township shall have the right to cure such default pursuant to Section 15(b) of the Historic Fill Site 1 Solar Lease. Nothing contained herein shall limit Redeveloper's right to terminate the Solar Leases in accordance therewith. If Redeveloper terminates this Agreement as to a Project, this Agreement shall remain in full force and effect as to the other Projects.

5.3 Termination of Agreement by Township. Township shall have the right to terminate this Agreement at any time on written notice if the Redeveloper is in default of any terms of this Agreement. In the event of default of any of the terms of this Agreement, Redeveloper shall have the right to cure such default pursuant to section 16(b) of the Solar Leases. Nothing contained herein shall limit Township's right to terminate the Solar Leases in accordance therewith.

5.4 Documents to be Delivered on Termination. In the event this Agreement is terminated for any reason, except as a result of the default of Township, Redeveloper shall deliver to Township, within thirty (30) days after such termination, copies of all final reports, studies, data, plans, surveys, title reports, and specifications prepared by third parties with respect to the Project Sites. Township acknowledges that Redeveloper shall not be assigning any claims against any third parties who prepared any of the foregoing documents for Redeveloper, that Redeveloper makes no representation or warranty in connection therewith.

5.5 Automatic termination of Agreement. Upon the Commercial Operation Date of a Project, this Agreement shall automatically terminate as to such Project. Upon such termination, the applicable Solar Lease and PPA shall survive and continue in full force and effect, independent of one another, pursuant to the terms and conditions thereof. The Parties agree that the Commercial Operation Date for a Project shall also mean the completion of the redevelopment in accordance with the Redevelopment Plan as to such Project and that the conditions determined to exist at the time the applicable Project Site was determined to be an area in need of redevelopment shall be deemed to no longer exist.

## **ARTICLE 6 OTHER COVENANTS AND AGREEMENTS**

6.1 Township Approvals. Township shall obtain any and all approvals from any Governmental Authority to formally close the Sanitary Landfill Facility located at the Landfill Site, including, but not limited to, County of Salem, DEP, USEPA, and Cumberland-Salem County Soil Conservation District Certification approvals (collectively "Township Approvals"). In cooperation with Township, Redeveloper shall provide to Township any plans, reports, studies, or any other information or documentation prepared by Redeveloper related to the Projects that are reasonably required by Township to obtain any Township Approvals required herein.

6.2 Deposits. Redeveloper shall make the following deposits (collectively "Deposit") to be held in a non-interest, bearing trust account of Redeveloper's attorney:

(a) \$25,000.00 upon the execution of this Agreement, the Historic Fill Site 1 Solar Lease and the Landfill Site Project Lease; and

(b) \$10,000.00 upon expiration of the appeal periods of Township Planning Board approvals for the Historic Fill Site 1 Project, Landfill Site Project and Historic Fill Site 2 Project.

The Deposit shall be non-refundable and shall be released to Township upon the Commercial Operation Date of the Historic Fill Site 1 Project and Landfill Site Project. The Deposit shall not be applied against any Rent required under the Solar Leases.

6.3 Power Purchase Agreements. Upon acceptance of a Project (including Additional Projects) by Utility into one of the following programs, Township and Redeveloper shall enter into a Power Purchase Agreement (PPA) for such Project, in the form attached hereto as Exhibit C, which PPA is incorporated herein by reference and made a part hereof. The rate charged for electricity in accordance with the PPA shall depend upon the approved program as set forth below:



PROGRAM	RATE	ESCALATOR
Net Meter	\$0.064 per kWh	1% annually
Remote Net Meter	\$0.067 per kWh	1% annually
Community Solar	20% discount to the value of the community solar credit	NA

Until termination of this Agreement in accordance with Section 5.5 of this Agreement, if there is any conflict among the terms and conditions of this Agreement and the PPAs, then the terms and conditions of this Agreement shall control. Township, or any other eligible entity, shall use electricity generated from the Projects via any program now or hereafter approved by the Utility, or later amended or supplemented, including but not limited, Net Metering, Remote Net Metering, and Community Solar. In order to comply with any such program or programs, Township shall make any applications in its name required by Utility. Township shall comply with all Utility rules and regulations necessary to implement, and shall execute any agreements required by Utility for, any such program or programs approved by Utility. Nothing contained in this Agreement or the Solar Leases shall prohibit Redeveloper from entering into PPAs with third parties for the purchase of power generated from the Projects not needed by Township or which cannot be transmitted or distributed to any Township facilities.

6.4 Development Obligations. Redeveloper agrees that the Project Sites shall be developed only in accordance with the Redevelopment Plan and Development Approvals. Consistent with the objectives set forth in this Agreement, Redeveloper agrees to do the following regarding the Projects, at its sole cost and expense, unless otherwise provided, subject to the terms of this Agreement and the Solar Leases:

- (a) Undertake all necessary site planning and engineering;
- (b) Obtain all Development Approvals, except as provided under Section 6.1 of this Agreement, and comply with all requirements thereof, including bonding requirements;
- (c) Perform required demolition, if any, pursuant to the Redevelopment Plan;
- (d) Develop the Project Sites in accordance with the Redevelopment Plan and Development Approvals, or as modified by later amendments thereto;
- (e) Provide regular status reports to Township of all activities conducted in connection with the Projects and meet with Township upon Township's request;
- (f) Maintain the Project Sites except for the Sanitary Landfill Facility located on the Landfill Site which shall be maintained in accordance with Section 9(f) of the Landfill Site Solar Lease, beginning on the start of construction of the Landfill Site Project, in a clean and safe manner and erect a sign meeting the ordinance criteria of Township describing the Projects;

(g) Undertake and complete all other redevelopment obligations as may be set forth elsewhere in this Agreement and the Solar Leases;

(h) Undertake and complete all other actions required to complete the redevelopment of the Project Sites, except any action related to closing the Sanitary Landfill Facility on the Landfill Site;

(i) Redeveloper shall commence construction of the improvements to redevelop the Project Sites as quickly as commercially reasonable, considering the complexity of the Projects, the requirements of lenders, contractors and any Governmental Authority;

(j) Redeveloper shall use its best efforts and act diligently to procure all Development Approvals and financing for the Projects.

6.5 Miles Estate. The Parties acknowledge that the Mayor and Township Committee were appointed as Substitute Trustees of the Frances Miles Testamentary Trust pursuant to a Judgment dated February 26, 1959, In the Matter of the Estate of Frances Miles, Deceased, Superior Court of New Jersey, Chancery Division, Salem County, Docket No. 17-58. The Parties further acknowledge that pursuant to said Judgment the Court found that Frances Mile's Will provides that the income generated from the Miles Estate Plantation, including Historic Fill Site 1 and the Landfill Site, be used for scholarships for the poor children of the Township. The Parties further acknowledge that the Court found that the Mayor and Township Committee, as Substitute Trustees, have the full power and legal authority to lease Historic Fill Site 1 and the Landfill Site and receive the Rent payable to the Township pursuant to the Historic Fill Site 1 Solar Lease and Landfill Site Solar Lease to provide scholarships for advanced education for needy and worthy persons resident in the Township.

6.6 Additional Beneficial Legislation. If after the Effective Date there is adopted by the Federal government, the State of New Jersey or any agency or instrumentality of either, any legislation, rule or regulation which would or could confer any benefit upon Redeveloper or Township, at the request of Redeveloper, Township shall consider such lawful action as Redeveloper shall request to permit Redeveloper or Township to obtain the benefit thereof, provided such action is not inconsistent with the purposes of this Agreement and the Solar Leases or the provisions of the Redevelopment Law. Township shall not, however, be obligated to undertake any such action.

6.7 Funding and Other Benefits. Township agrees to cooperate with and assist Redeveloper in obtaining any financing, seed money, grants, subsidies and other benefits which may be available from any federal, state, county or local government, or any agency or instrumentality thereof, to assist Redeveloper in the planning, construction or operation of the Projects or any portion thereof, and Township shall, upon the request of Redeveloper execute applications and pursue such funds at no cost to Township. Issuance of such funds shall not, however, be a condition of Redeveloper's performance hereunder.

6.8 Cooperation. Township and Redeveloper shall cooperate with each other in all respects and shall use their best efforts to effectuate the purposes of this Agreement and the Solar Leases and to obtain the Development Approvals and Township Approvals, all as soon as

reasonably practicable. Each Party agrees to promptly execute and deliver such documents as the other may reasonably request to carry out the purposes of this Agreement and the Solar Leases. Without limiting the generality of the foregoing, Township shall (a) examine its master plan to the extent required to conform to the Redevelopment Plan, (b) consider the adoption of zoning with respect to the Project Sites consistent with the Redevelopment Plan, (c) not modify, amend or change the Redevelopment Plan without the prior consent of Redeveloper during construction of the Projects and the term of the Solar Leases, (d) request the Township Planning Board and all other agencies of the Township having jurisdiction over any of the Development Approvals to expedite the processing of all applications for Development Approvals, subject to any requirements of law, (e) schedule, convene and conclude all required public hearings in an expeditious manner consistent with applicable law, and (f) cause all planners, engineers and other consultants engaged by Township or any of its agencies to expeditiously review and comment on all submittals by Redeveloper. Nothing contained herein is intended to require an impermissible delegation of governmental authority or responsibility.

6.9 Other Public Funding. It is anticipated by the Parties that other sources of public funding may be applied for and needed in order to fully develop the Project Sites. Such funding, by way of example and not exclusion, may consist of loans, grants or other financial mechanisms to pay for or reimburse Redeveloper for the construction of the Projects. Notwithstanding any other provision in this Agreement or the Solar Leases, Township agrees to assist Redeveloper in any efforts to apply for and obtain such funding. Therefore, Township agrees to do the following so long as Redeveloper is not in default of any of its obligations under this Agreement and the Solar Leases and to the extent such actions are not inconsistent with the Redevelopment Law:

(a) Provide written support of any effort on the part of Redeveloper and cooperate fully with Redeveloper to obtain funding for any federal, state or county source that relates to the Project Sites or Projects, and

(b) Execute any funding application that requires the signature of Township officials as either the governing body or owner of the Project Sites, and

(c) Apply for in its own name, either as owner or as a municipality, any grants that may be available to it that either it or Redeveloper are aware that could provide funding for the Project Sites or Projects, and, if necessary, assign any such application and/or rights and privileges and funds associated therewith to Redeveloper.

(d) Permit Redeveloper to submit grant or loan applications for the Project Sites or Projects to any potential funding mechanism after the Effective Date.

It is understood and agreed by Redeveloper that it shall be responsible to bear all costs and expenses associated with the application for and granting of any funding source anticipated in this Section and it hereby agrees to indemnify and hold Township harmless from any costs and expenses associated therewith. Redeveloper shall seek to secure grants and other public funding identified by Redeveloper or Township, which in the reasonable business judgment of Redeveloper warrant the time and expense to pursue.

6.10 Project Construction Components. Township acknowledges and agrees that, due to the size, complexity and projected cost of the Projects, it is impossible to specify a construction sequence schedule for the Projects, and that prior to the commencement of construction, Redeveloper shall require financing. The Parties agree that a lender may refuse to advance loan proceeds until certain reasonable conditions are satisfied. Redeveloper shall pursue construction financing approval diligently and without delay by Redeveloper. Redeveloper shall provide to Township a proposed construction schedule ninety (90) days in advance of the commencement of construction for each Project.

6.11 Reliance. Township acknowledges that in entering into this Agreement, Redeveloper is relying on Township ordinances, resolutions or rules as being consistent with the Redevelopment Plan, this Agreement and the Solar Leases and, except as expressly contemplated hereby, Township not imposing any new or increased fees or taxes not generally applicable township-wide.

6.12 Challenges. In the event any proceeding is commenced by any third party challenging the validity of this Agreement, the Solar Leases, the PPAs, the Development Approvals, the designation of Redeveloper as the "Redeveloper" under the Redevelopment Law or any aspect of the Redevelopment Plan, the Parties shall cooperate in defending such action or proceeding. The Parties agree that Township and Redeveloper shall be represented in any such proceeding by separate counsel and each shall bear its own costs and legal fees.

6.13 Hazardous Substances. In the event that prior to the Rent Commencement Date of a Project, there is a spill, discharge, release, deposit or emplacement of any Hazardous Substance on or near the applicable Project Site caused by Township or its employees which results or could result in contamination of such Project Site or any portion thereof, Township shall perform, at its sole cost, all remedial activity to the satisfaction of DEP, and consistent with the development of the Projects, including the installation of monitoring equipment, necessary to remediate any such Hazardous Substance and, if necessary, the Rent Commencement Date for such Project shall be adjourned for a reasonable period to permit Township to complete such activities.

6.14 Deliveries by Redeveloper. Redeveloper shall deliver to Township the following:

(a) Prior to the Effective Date, a Resolution or Certification of the Managing Member of Redeveloper authorizing the execution and delivery of this Agreement, the Solar Leases and the proposed form of PPA and the consummation of the transactions contemplated therein;

(b) Prior to the start of the Approval Period, a Resolution or Certification of the Managing Member of Redeveloper stating that the representations and warranties of Redeveloper set forth in Section 7.3 are true, accurate and complete on and as of the Effective Date and are not misleading in any material respect.

6.15 Assignment. Redeveloper may assign this Agreement, or transfer the ownership interests in Redeveloper, upon obtaining Township's written consent, such consent shall not be withheld, conditioned or delayed, to an Affiliate of Redeveloper, or, prior to the construction of any Solar Facility, the development rights thereto, to the purchaser of substantially all of the assets

of Redeveloper, or to any Financing Party (as defined in the Historic Fill Site 1 Solar Lease) or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility. In the case of any assignment, Redeveloper shall remain liable to Township for the payment of the Deposit and for the full performance of the covenants and conditions of this Agreement unless the assignee executes an agreement expressly agreeing to assume all obligations of Redeveloper arising on and after the effective date of such assignment, in which event Redeveloper shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section other than a collateral assignment to a Financing Party, the term "Redeveloper" in this Agreement shall refer to the entity that is assigned the rights and obligations of Redeveloper hereunder.

## **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

7.1 Township's Representations and Warranties. Township represents and warrants to Redeveloper that:

(a) Township is a municipal corporation validly existing under the laws of the State of New Jersey and has the power and authority to enter into this Agreement, the Solar Leases and the PPAs and to consummate the transactions herein and therein contemplated, and the execution and delivery of this Agreement, the Solar Leases and the PPAs and the performance by Township of its obligations under this Agreement, the Solar Leases and the PPAs shall not violate or constitute an event of default under the terms or provisions of any Law applicable to Township or the Project Sites and shall not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Township is a party or by which it is bound;

(b) All proceedings required to be taken by or on behalf of Township to authorize it to make, deliver or carry out the terms of this Agreement, the Solar Leases and the PPAs have been duly and properly taken and this Agreement, the Solar Leases and the PPAs are the legal, valid and binding obligation of Township enforceable in accordance with their terms;

(c) Upon the Effective Date, there shall be no existing or pending contracts of sale, options to purchase or rights of first refusal or first offer with respect to the Project Sites, or any part thereof, recorded or unrecorded, and there are no tenancies, occupancies, leases, liens, trusts or encumbrances relating to the Township Properties;

(d) Upon the Effective Date, there shall be no management, service, maintenance, or other agreements with respect to or affecting the Township Properties, recorded or unrecorded, except such agreements related to the closure of the Sanitary Landfill Facility; and

(e) Township has delivered to Redeveloper true, accurate and complete copies of all documents and materials in its possession of which it has knowledge relating to the Project Sites and to the development and proposed use thereof, including all documents relating to the physical and environmental conditions of such land.

7.2 Survival of Township's Representations and Warranties. The representations and warranties contained in Section 7.1 of this Agreement are true, accurate, complete and correct in all material respects as of the Effective Date and shall be deemed to be repeated at and as of the Commercial Operation Date of each Project, and shall be true, accurate, complete and correct in all material respects as of such dates through the Term of each Solar Lease, or the earlier termination thereof.

7.3 Redeveloper's Representations and Warranties. Redeveloper represents and warrants to Township that:

(a) Redeveloper, and the SPEs contemplated under Section 2.2 of this Agreement, are Limited Liability Companies duly organized and validly existing under the laws of the State of New Jersey, are in good standing, and have the power and authority to enter into this Agreement, the Solar Leases and the PPAs and to consummate the transactions herein and therein contemplated;

(b) The execution, delivery and performance of this Agreement, the Solar Leases and the PPAs by Redeveloper and the consummation of the transactions contemplated herein and therein shall not result in the breach of any terms and conditions of, or constitute a default under or conflict with, any other agreement, document, indenture or other instrument to which Redeveloper is bound or violate any provisions of any Law to which Redeveloper is subject, or violate any judgment, order, writ, injunction or decree of any court applicable to Redeveloper;

(c) No consent, authorization, license, permit, registration or approval of, or exemption or other action by any Governmental Authority is required in connection with the execution and delivery by Redeveloper of this Agreement, the Solar Leases and the PPAs; and

(d) Redeveloper has the financial resources and has the expertise, experience and skill to fulfill its obligations pursuant to this Agreement, the Solar Leases and the PPAs.

7.4 Survival of Redeveloper's Representations and Warranties. The representations and warranties contained in Section 7.3 of this Agreement are true, accurate, complete and correct in all material respects as of the Effective Date and shall be deemed to be repeated at and as of the Commercial Operation Date of each Project, and shall be true, accurate, complete and correct in all material respects as of such date through the Term of each Solar Lease, or the earlier termination thereof.

## **ARTICLE 8 MISCELLANEOUS**

8.1 Examination of Agreement. Township and Redeveloper hereby acknowledge that each Party has read, understood and had the opportunity to be advised by legal counsel as to all the provisions of this Agreement, the Solar Leases and the PPAs. Should any provision of this Agreement, the Solar Leases or the PPAs require judicial interpretation, it is agreed that any court or panel interpreting this Agreement, the Solar Leases or the PPAs shall not apply a presumption that the terms thereof should be construed more strictly against one party than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. The Parties acknowledge that this Agreement, the



Solar Leases and the PPAs are the product of extensive negotiations between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement, the Solar Leases and the PPAs.

8.2 Notices. All notices required or permitted to be given hereunder shall be delivered in accordance with Section 18 of the Historic Fill Site 1 Solar Lease.

8.3 Attorneys' Fees. In the event any action or proceeding is commenced to obtain a declaration of rights hereunder, to enforce any provision hereof, or to seek rescission of this Agreement, the Solar Leases or the PPAs for default contemplated herein, whether legal or equitable, each Party in such action shall be responsible for its own attorneys' fees and costs.

8.4 Injunction. In addition to all other remedies, Township and Redeveloper are entitled to the restraint by injunction of all violations, actual, attempted or threatened, of any covenant, condition or provision of this Agreement, the Solar Leases or the PPAs.

8.5 Survival of Agreement. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

8.6 No Joint Venture. Nothing contained herein shall be construed as making Township and Redeveloper the partner, joint venture or agent of the other and neither Party shall have the power or authority to bind the other. The Parties have no relationship to each other except as vendor and vendee or lessor and lessee of the Project Site.

8.7 No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of Redeveloper and Township, and no other parties shall have any right or claim against Redeveloper or Township by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

8.8 Recordation. On the Effective Date, Township and Redeveloper shall execute a recordable Memorandums of Lease in the form at Exhibit A-4 of each Solar Lease, which shall be recorded by Redeveloper with the Clerk of the County of Salem at Redeveloper's expense. The Memorandums of Lease shall also reference and incorporate therein this Agreement. Upon the expiration or earlier termination of this Agreement or a Solar Lease, Redeveloper shall execute, record and deliver to Township a recorded termination of the applicable Memorandum of Lease.

8.9 Time Frames. If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Agreement, Saturday is not a "business day".

8.10 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

8.11 Incorporation of Prior Agreements. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

8.12 Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by both Parties.

8.13 Further Assurances. Prior to the Start of construction of any Project, Township shall execute, acknowledge and deliver, for no further consideration all such assignments, transfers, consents and other documents as Redeveloper may reasonably request to vest in Redeveloper, and protect Redeveloper's right, and interest in, and enjoyment of, the applicable Project Site, and will take all further action necessary or desirable to carry out and consummate all transactions contemplated hereby in accordance with the provisions of this Agreement.

8.14 Interpretation. If any provision hereof shall be declared invalid by any court or in any administrative proceeding, then the provisions of this Agreement shall be construed in such manner to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of, or aid in interpretation of any of the provisions hereof. Words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Township" and "Redeveloper" shall be deemed to include the successors and assigns of said Parties, unless the context excludes such construction.

8.15 Non-Waiver. The failure of Township or Redeveloper to enforce any of the rights given to it under this Agreement by reason of the violation of any of the covenants in this Agreement to be performed by Township or Redeveloper shall not be construed as a waiver of the rights of Township or Redeveloper to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to Township or Redeveloper by reason of the violation of any of the other covenants of this Agreement.

8.16 Force Majeure. Unless otherwise expressly provided in this Agreement, a Party shall not be liable to the other Party for delays or failures in performance of any of its obligations under this Agreement because of acts of God; acts of a public enemy; acts of war, whether declared or undeclared; acts of terrorism; insurrections; riots; fires; explosions; accidents; epidemics; quarantine restrictions; acts of government; failures of transportation; freight embargoes; strikes or other labor disputes causing work to be stopped, slowed, or interrupted; provided, however that such delays or failures were beyond that Party's reasonable control and were not caused by its fault or negligence ("Force Majeure"). If a delay or failure of performance occurs that is excusable under this section, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event.


8.17 Public Entity. The Parties acknowledge that the transactions contemplated in this Agreement shall remain subject to any limitations imposed by law upon the official actions of the Township and the Mayor in executing this Agreement, the Solar Leases and PPAs.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

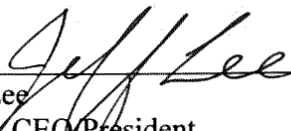
**TOWNSHIP OF PENNSVILLE**

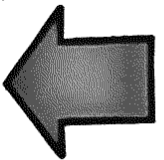
Date: 12-10-2020

By:   
Robert McDade, Mayor

**TRINA SOLAR US SBU, LLC**

Date : 2/3/21

By:   
Jeff Lee  
Title: CEO/President



## **EXHIBIT B**

### **LANDFILL SITE SOLAR LEASE**

## LANDFILL SITE SOLAR LEASE

THIS LANDFILL SITE SOLAR LEASE (this "*Lease*") is made as of the 10<sup>th</sup> day of December 2020 (the "*Effective Date*"), by and between the Township of Pennsville ("*Landlord*") and Pennsville Landfill Solar LLC, a New Jersey limited liability company ("*Tenant*"). Landlord and Tenant may be referred to hereinafter collectively as the "*Parties*," and individually as a "*Party*."

### Recitals

A. Landlord is the owner in fee of certain real property identified as Block 4801, Lot 5 on the Official Tax Map of the Township of Pennsville, County of Salem and State of New Jersey, more particularly described in Exhibit B-1 ("*Leased Property*").

B. Tenant wishes to lease from Landlord the Leased Property for the purposes of installing, owning and operating a Solar Facility (as defined below), and Landlord is willing to lease the Leased Property to Tenant for such purposes, all on and subject to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### SECTION 1. DEFINITIONS.

The following capitalized terms used herein and not otherwise defined shall have the following meanings:

"*Affiliate*" means, with respect to a Party or any Person, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party or Person.

"*Applicable Law*" means any Law that is applicable to a Party to this Lease, the transactions described herein, the Solar Facility or any portion of the Leased Property subject to this Lease.

"*Approval Period*" has the meaning set forth in Article 1.1 of the Redevelopment Agreement.

"*Commercial Operation*" means that (i) Tenant has obtained all necessary licenses, permits and approvals for the installation and operation of the Solar Facility, (ii) the Solar Facility has been installed and is interconnected with the Utility, (iii) the Solar Facility is able to generate and deliver electricity to customers or third party customers through the electricity distribution (EDC) or transmission systems (RTO) and has commenced such deliveries as provided under any Power Purchase Agreement, Wholesale Market Participation Agreement, or similar agreement, to the wholesale, retail or spot market.

***“Commercial Operation Date”*** means the date on which the Solar Facility has achieved Commercial Operation but shall not include the generation of electricity or other use of the Solar Facility for testing, demonstration, or permitting purposes.

***“Condemnor”*** has the meaning set forth in Section 12(a).

***“Decommissioning”*** means performance of the Decommissioning Obligations.

***“Decommissioning Deposit”*** has the meaning set forth in Section 17.

***“Decommissioning Obligations”*** has the meaning set forth in Section 17.

***“Decommissioning Period”*** means the period commencing at the expiration or earlier termination of the Operations Period and continuing until the earlier of (i) one hundred eighty (180) days, or (ii) the date on which Tenant completes its Decommissioning Obligations.

***“Default”*** has the meaning set forth in Section 16(a).

***“Development Approvals”*** has the meaning set forth in Section 4(b).

***“Development Period”*** means the period from the Effective Date to and including the Commercial Operation Date.

***“Direct Current”*** or ***“DC”*** means current is in a unidirectional flow of an electric charge.

***“Effective Date”*** has the meaning set forth in the introductory paragraph of this Lease.

***“Emergency”*** means any condition or situation that in the sole judgment of Tenant, Utility, or any Governmental Authority (i) endangers or might endanger life or property, including the Solar Facility, or (ii) adversely affects or might adversely affect Tenant's ability to maintain safe and reliable conditions or operations at the Solar Facility.

***“Environmental Laws”*** has the meaning set forth in Section 4(h).

***“Existing Encumbrances”*** means those interests in the Leased Property set forth in Exhibit B-2.

***“Financing Party”*** has the meaning set forth in Section 14(a).

***“Force Majeure”*** has the meaning set forth in Section 18.

***“Governmental Authority”*** means any nation, government, state or other political subdivision thereof, whether foreign or domestic, including, without limitation, any municipality, township and county, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including, without limitation, any corporation, or any entity owned or controlled by any of the foregoing.

***“Hazardous Substances”*** has the meaning set forth in Section 4(h).



***“Interconnection”*** means all physical connection of the Solar Facility to any electrical or fiber optic infrastructure, including future utility improvements and Utility infrastructure.

***“Interest Rate”*** has the meaning set forth in Section 6(e).

***“Landlord Mortgagee”*** has the meaning set forth in Section 10(a).

***“Landlord Mortgage”*** has the meaning set forth in Section 10(a).

***“Law”*** all laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments and interpretations of any of the foregoing by a Governmental Authority with jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions.

***“Leased Property”*** has the meaning set forth in Recital A.

***“Losses”*** has the meaning set forth in Section 11(d).

***“Megawatt”*** is a measure equal to one million watts of peak power generation of the Solar Facility.

***“Nameplate Capacity”*** is the maximum rated capacity or installed capacity output of the Solar Facility.

***“Non-Payment Default”*** has the meaning set forth in Section 16(b).

***“Notice of Lease”*** has the meaning set forth in Section 15(a).

***“Notice of Termination”*** has the meaning set forth in Section 16(a).

***“Operations Period”*** means the period from the Commercial Operation Date through the first to occur of (i) the twenty-fifth (25<sup>th</sup>) anniversary of the Commercial Operation Date, as it may be extended in accordance with Section 3(b), or (ii) the date on which the Operations Period is terminated in accordance with the provisions of this Lease.

***“Payment Default”*** has the meaning set forth in Section 16(b).

***“Permitted Encumbrances”*** has the meaning set forth in Section 8(b).

***“Permitted Use”*** means the evaluation, development, installation, construction, Interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Solar Facility and the production, storage, delivery and sale of electricity produced by the Solar Facility and/or associated Solar Attributes and all other purposes necessary or incidental thereto.

***“Person”*** means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

***“Power Purchase Agreement” or “PPA”*** means an agreement between the Tenant and an unrelated third-party for the generation, sale and consumption of the electricity, or a portion thereof, produced by the Solar Facility.

***“Redevelopment Agreement”*** means the Redevelopment Agreement by and among the Township of Pennsville and Trina Solar US SBU, LLC of even date herewith.

***“Renewal Period”*** has the meaning set forth in Section 3(b).

***“Real Property Taxes”*** has the meaning set forth in Section 6(a).

***“Rent”*** means the payments to be made in accordance with Section 5.

***“Rent Commencement Date”*** has the meaning set forth in Section 5(a).

***“Sanitary Landfill Facility”*** means the sanitary landfill facility and all activities associated therewith located on Block 4801, Lot 5, on the Official Tax Map of the Township of Pennsville, County of Salem, State of New Jersey.

***“Solar Attributes”*** has the meaning set forth in Section 4(e).

***“Solar Facility”*** means solar energy collection cells, modules, panels, and related facilities and equipment to capture and convert sunlight for photovoltaic energy generation, including without limitation, all associated foundations, support structures, trackers, bracing, wiring, monitoring and security equipment, all AC and DC low-voltage and high-voltage electrical collection, transmission and distribution wires, storage and battery facilities, communication wiring and equipment, inverters, transformers, and facilities for Interconnection with the Utility, signage, fencing, roads, and all other related equipment incidental to the generation of electricity using sunlight, whether now existing or developed in the future, all of which is to be installed by Tenant on the Leased Property, as more particularly described in Section 4, and all approvals, reports, studies, data, plans, surveys, title reports, and specifications prepared by or on behalf of Tenant with respect to the Project.

***“Subordination, Nondisturbance and Attornment Agreement” or “SNDA”*** has the meaning set forth in Section 10(a).

***“Tenant’s Losses”*** has the meaning set forth in Section 12(c)(ii).

***“Term”*** has the meaning set forth in Section 3(a).

***“Uncured Default”*** has the meaning set forth in Section 16(a).

***“Utility”*** means (i) the electric distribution company(ies) (EDC): Atlantic City Electric Company (ACE) and Exelon Corporation (Exelon), and any successors and assignees; (ii) the regional transmission organization (RTO): PJM Interconnection LLC (PJM) and any successors and assignees; (iii) the New Jersey Board of Public Utilities (NJBPU); and (iv) Governmental Authorities.

## SECTION 2. LEASE; UTILITY EASEMENT.

(a) Leased Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property described in Exhibit B-1 (the "***Leased Property***"), together with the other rights and privileges set forth herein, for the Permitted Use and for the Term, on and subject to the terms and conditions of this Lease. Tenant's rights under this Lease with respect to the Leased Property shall be exclusive and Landlord acknowledges that Landlord may not grant any other Person any such rights. Prior to construction of the Solar Facility, Tenant may engage in assessment, development and design activities on the Leased Property, including, but not limited to (i) feasibility studies, including measurement of sunlight or solar energy potential and other meteorological data; (ii) geotechnical and environmental analysis, design, siting and analysis of the proposed Solar Facility; and (iii) such other tests, analysis or studies as may be required by Governmental Authorities, permitting agencies or as Tenant deems advisable.

(b) Easements. Landlord grants, sells and conveys to Tenant the right and license for the Solar Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, noise, vibration, shadows, shadow and light flickering, glare and reflection, on and across the Leased Property, and Landlord waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

(c) Utility Easement and Consent. At the request of the Utility, Landlord shall grant an easement to the Utility, for a period no shorter than the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, utilities and related rights to the Leased Property, which is necessary or convenient to install or gain access to or to provide utility service to the Solar Facility or the Leased Property, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and in recordable form and shall run with the land. At the request of the Utility or Tenant, Landlord shall also sign and deliver a written consent agreement to Utility, in form and content provided by the Utility, for the purpose of providing the Utility with assurance that installation of the Solar Facility by Tenant on the Leased Property has been approved by Landlord.

(d) Landlord specifically agrees that the Leased Property includes, and all covenants and agreements of the Landlord with respect to the Leased Property shall specifically apply to, any and all right, title and interest of the Landlord in any road, street, highway, alley or similar public or private way abutting or adjoining any portion of the Leased Property, and any related public easements or rights-of-way, subject only to the express provision of any such existing right-of-way or easement and future uses permitted by Applicable Laws.

## SECTION 3. TERM.

(a) Term. The term of this Lease ("***Term***") shall consist of the Development Period, Operations Period and Decommissioning Period and shall commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the twentieth-fifth (25<sup>th</sup>) anniversary of the Commercial Operation Date, unless extended pursuant to Sections 3(b) or 3(c), or sooner terminated in accordance with the terms hereof.

(b) Renewal. Provided Tenant is not then in Default, Tenant shall have the right to

renew this Lease for up to an additional four (4) consecutive five (5) year periods (each a "**Renewal Period**") by providing written notice to Landlord of its intent to so renew the Lease, delivered on or before sixty (60) days prior to the end of the original Operations Period, the end of the extended term pursuant to Section 3(c) below, or the then current Renewal Period. All terms and conditions of this Lease shall be and remain in full force and effect during the Renewal Periods, if any, and the word "Term" as used herein shall mean and include any Renewal Period.

(c) **Extension of Term.** In the event that Tenant shall upgrade the Solar Facility as permitted herein, and such upgrade results in the increase to the panel capacity of the Solar Facility of Fifty Percent (50%) or more, then upon completion of the construction of such upgrade Tenant shall have the right to extend the Term of this Lease by a period of up to thirty (30) years.

#### **SECTION 4. INSTALLATION, OPERATION AND OWNERSHIP OF THE SOLAR FACILITY.**

(a) **Landlord's Consent.** Landlord hereby consents to Tenant's installation of the Solar Facility on the Leased Property in accordance with the terms hereof, including without limitation Tenant's erection and installation of support structures on which solar modules and other equipment and facilities will be installed and the physical mounting and adhering of such solar array structures and other components of the Solar Facility to the Leased Property. As of the date hereof, Tenant anticipates that the Solar Facility will include the components and design set forth in Exhibit B-3, which Landlord has reviewed and which Landlord approves, but Tenant may at any time and from time to time modify the design and scope of the Solar Facility, including the selection of the components of the Solar Facility, as Tenant in its sole discretion may determine, and Landlord hereby approves of and consents to such modifications. Tenant reserves the right to relocate or reconfigure the Solar Facility upon the Leased Property during the Term of this Lease. Notwithstanding any provision contained herein to the contrary, Landlord acknowledges and agrees that solar energy technologies are improving at a rapid rate and that it is likely that Tenant may (although Tenant shall not be required to) replace or upgrade from time to time parts or all of the then existing Solar Facility with newer models or designs, and Landlord hereby consents to any and all such replacements or upgrades.

(b) **Development Approvals; Utility Upgrades.** Tenant, at its cost and expense, shall apply for and obtain all governmental permits, licenses, certificates, approvals, and other entitlements for use ("**Development Approvals**") necessary for the installation and operation of the Solar Facility on the Leased Property prior to the expiration of the Approval Period, or any extension thereof. Landlord hereby consents to any action taken by Tenant in applying for and obtaining any and all Development Approvals and hereby appoints Tenant its agent in connection with applying for and obtaining such Development Approvals. If necessary, Landlord shall execute any documents required by any Governmental Authority for Tenant to apply and obtain such Development Approvals.

(c) **Progress of Installation: Notice of Commercial Operation Date.** Tenant shall give Landlord periodic updates on the progress of installation of the Solar Facility. After Tenant has determined, in its reasonable judgment, that Commercial Operation of the Solar Facility has been achieved, Tenant shall provide Landlord with written notice to this effect, which notice shall specify the Commercial Operation Date for the Solar Facility.

(d) Access; Operation; Repair and Replacement. Except in the case of an Emergency and routine maintenance, Tenant agrees to give Landlord forty-eight (48) hours' advance notice prior to commencing construction of the Solar Facility or conducting any repair, replacement, upgrade, or modification of all or any portion of the Solar Facility and prior to commencing its Decommissioning Obligations hereunder.

(c) Personal Property; Ownership. Landlord acknowledges and agrees that the Solar Facility is and shall remain the personal property of Tenant and that no part of the Solar Facility shall become or be deemed a fixture, notwithstanding the manner in which the Solar Facility is or may be attached to any real property of Landlord, and notwithstanding any present or future common ownership of the Solar Facility and any portion of the Leased Property, and Landlord further acknowledges and agrees that Landlord shall have no right, title or interest in the Solar Facility or any component thereof, notwithstanding that such Solar Facility or portions thereof may be physically mounted or adhered to the Leased Property. The Parties acknowledge and agree that, as between them, Tenant shall be the owner of the Development Approvals and Solar Facility and all products and attributes associated with the existence and operation of the Solar Facility throughout the Term, including, without limitation, electric energy generated by the Solar Facility and all electricity net metering credits, Interconnection, solar renewable energy credits, electricity capacity, renewable energy certificates, forward capacity payments and other environmental attributes associated therewith and all tax and other governmental financial incentives, credits, offsets or allowances generated and resulting from the existence or operation of the Solar Facility or the production or sale of electricity generated from the Solar Facility (collectively "***Solar Attribute s***"). Title to the Solar Facility and all improvements thereto and permits and entitlements associated therewith and to all Solar Attributes shall at all times be and remain with Tenant.

(f) Landlord's Cooperation. Landlord shall fully support and cooperate with Tenant in Tenant's conduct of its operations and exercise of its rights under this Lease (including with limitation, Tenant's efforts to obtain Development Approvals, obtain financing from any Financing Party, defined below, obtain and sell Solar Attributes of any kind associated with the Solar Facility, or engage in any permitted assignment of this Lease) and Landlord shall promptly perform all such acts as Tenant may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease. Without limiting the generality of the foregoing, Landlord acknowledges and agrees that the activities of Tenant contemplated by this Lease may be accomplished by Tenant or one or more third parties authorized by Tenant, and Landlord shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Lease.

(g) Liens. Tenant shall keep the Leased Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Tenant or the Solar Facility on the Leased Property, or in connection with Tenant's use of the Leased Property. Tenant may contest any such lien but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Tenant agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

(h) Tenant shall not, and shall not allow Tenant's contractors or suppliers to, use, store, dispose of or release on the Leased Property or any adjacent property, or cause or permit to exist

or be used, stored, disposed of, or released on the Leased Property or adjacent property any Hazardous Substances as a result of Tenant's activities on the Leased Property, except in such quantities as may be required in its normal business operation and only if such use is not harmful to Landlord and is in full compliance with all Environmental Laws. Tenant shall comply with all Environmental Laws applicable to its use and occupation of, or activities on, the Leased Property. For purposes of this Lease, "Environmental Laws" means any federal, state and local laws, including statutes, regulations, rulings, orders, administrative interpretations and other governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources. For purposes of this Lease, "Hazardous Substances" means (A) any substance which is listed, defined, designated or classified under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste; (B) any material, substance, constituent or waste regulated under any Environmental Laws; or (C) petroleum, petroleum products, radioactive materials, polychlorinated biphenyl, pesticides, asbestos, or asbestos-containing materials. If Tenant places, disposes of, or releases any Hazardous Materials in or onto the Leased Property and such placement, disposal or release results in the contamination of the Leased Property, then Tenant shall remediate such Hazardous Materials in accordance with any remediation order or requirements of any Governmental Authority with jurisdiction at Tenant's expense.

#### SECTION 5. RENT.

(a) Rent. At the start of construction of the Solar Facility ("**Rent Commencement Date**") Tenant shall pay Landlord annual rent of Twenty-Three Thousand, Seven Hundred Fifty Dollars (\$23,750.00) per Megawatt (mW) DC Nameplate Capacity produced by the Solar Facility ("**Rent**") in advance for the succeeding year. Thereafter, on each five (5) year anniversary of the Rent Commencement Date during the Term, the Rent shall be increased by Two Thousand, Five Hundred Dollars (\$2,500.00). Except as provided herein and in the Redevelopment Agreement, Landlord acknowledges and agrees that Tenant shall have no obligation to pay Rent to Landlord hereunder for the period prior to the Rent Commencement Date and that the Rent is the only rent Tenant shall be obligated to pay Landlord hereunder during the Term.

(b) Method of Payment. Rent may be paid by check or wire transfer. Upon request by Tenant, Landlord shall provide Tenant with account information to which wire transfers may be made. Tenant shall be entitled to conclusively presume, without any liability whatsoever, that the payment information furnished by Landlord (for example, name, financial institution, account numbers, and payee) is accurate. In no event shall Tenant be required to pay any bill more than once when the invoice was first paid in accordance with Landlord's instructions.

(c) Tenant shall be entitled to pay all Rent due to the Landlord representative identified in Section 19. In the event Landlord wishes to have Tenant allocate the Rent among those persons comprising Landlord, all such persons shall request such an allocation in writing and agree to indemnify Tenant for any claim by any of them or any other Person for payments or Rent in different amounts or to different Persons.

## SECTION 6. TAXES.

The payment of all real estate and personal property taxes or assessments for the Solar Facility are included in the payment of Rent pursuant to Section 5(a) above and Tenant shall have no further obligation to pay any such taxes or assessments. If Solar Facility satisfies the requirements of any tax exemption permitted by Federal or State law, including but not limited to the Renewable Energy System Tax Exemption (P.L. 2008, Chapter 90), then the Solar Facility shall be exempt from tax.

## SECTION 7. MAINTENANCE AND REPAIR.

(a) Solar Facility. Tenant shall be responsible for maintaining and repairing the Solar Facility during the Term, at Tenant's sole cost and expense.

(b) Sanitary Landfill Facility. Landlord shall be responsible for maintaining and repairing the Sanitary Landfill Facility during the Term, at Landlord's sole cost and expense, in accordance with Section 9(b) of this Lease.

## SECTION 8. TITLE; NON-INTERFERENCE; UTILITIES.

(a) Title. Landlord represents and warrants that as of the Effective Date Landlord has good and marketable title to the Leased Property subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances identified at Exhibit B-2 of this Lease, and that Tenant shall have quiet and peaceful possession of the Leased Property and the other easements granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other Person claiming by, through or under Landlord. Landlord is the sole owner of the Leased Property in fee simple and each Person signing this Lease on behalf of Landlord has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms.

(b) Landlord covenants and agrees to and with Tenant (i) not to allow any liens or encumbrances against the Leased Property during the Term other than the Existing Encumbrances and any permitted Landlord Mortgages (collectively, the "***Permitted Encumbrances***"), (ii) to promptly pay when due all obligations secured by liens or encumbrances against the Leased Property (including, but not limited to, the Permitted Encumbrances), (iii) not to allow any default to occur with respect to obligations secured by encumbrances against the Leased Property, and (iv) in accordance with Section 10, to obtain a Subordination, Nondisturbance and Attornment Agreement (as defined below) from the holders of all Landlord Mortgages.

(c) Utilities. Tenant shall be solely responsible for the Interconnection of all utilities to the Leased Property required for the construction and operation of the Solar Facility.

(d) Condition of Leased Property. Landlord represents to Tenant that there are no physical conditions of the Leased Property, or any other adverse facts or conditions relating to the Leased Property, that could delay, interfere with or impair the Permitted Use or Tenant's operation



of the Solar Facility or the exercise of any of Tenant's other rights under this Lease, or which could, with the passage of time have such an effect. Landlord has disclosed to Tenant in writing any and all improvements existing on, under or over the Leased Property, and no improvements currently exist on, under or over the Leased Property that have been constructed or installed without all necessary and proper permits, licenses and approvals. Landlord has delivered to Tenant complete and correct records of the physical condition of the Leased Property, including the existence of any easements or other encumbrances affecting the Leased Property, and, except as otherwise disclosed by Landlord to Tenant prior to the Effective Date, there are no Hazardous Substances in place at the Leased Property. Neither the Leased Property is in violation of any Environmental Laws and Landlord has not received any communication from any Governmental Authority alleging that the Leased Property is in violation of any Environmental Laws. No portion of the Leased Property has been previously used for the production, generation, transportation, treatment, storage (except as provided under Section 9 of this Lease) or use of Hazardous Substances in violation of any Environmental Laws. Landlord shall not use, store, dispose of or release on the Leased Property or cause or permit to exist or be used, stored, disposed of or released on the Leased Property as a result of Landlord's activities, any Hazardous Substances, except in such quantities as may be required in Landlord's normal business operations and only if such use is not harmful to Tenant and is in full compliance with all Environmental Laws.

#### SECTION 9. LANDFILL.

(a) Landlord represents that a Sanitary Landfill Facility is located on the Leased Property. Nothing contained herein shall be interpreted by any Party, Person or Governmental Authority as creating in Tenant an ownership or other interest in the Leased Property such that Tenant could be considered in any way an owner or operator of, or have any liability or legal obligation regarding, the Sanitary Landfill Facility, and Tenant hereby expressly disclaims any such interest in the Leased Property and the Sanitary Landfill Facility. Should Tenant's leasehold interest created hereunder be interpreted such that Tenant could be considered an owner or operator of, or have any liability or legal obligation regarding, the Sanitary Landfill Facility as set forth herein, then Tenant may terminate this Lease and this Lease shall be void ab initio.

(b) Permits. During the Approval Period, Tenant, at Tenant's sole expense, shall obtain any and all permits, authorizations and approvals from any Governmental Authority having jurisdiction thereof to permit the construction and operation of the Solar Facility on, over, across and through the Sanitary Landfill Facility, or a portion thereof, for the purposes set forth herein. Tenant shall not perform any functions of the Sanitary Landfill Facility, or perform any obligation of any owner, operator or Person required to perform such obligations related to the Sanitary Landfill Facility, including but not limited to, replacement, repair, upgrade, operation and maintenance, monitoring, response, collection, disposal, insurance, and surety, unless (i) said obligations are expressly agreed to between Tenant and any owner or operator including Landlord, any Governmental Authority having jurisdiction thereof, and any Person required to perform any obligations hereunder, and (ii) said obligations are related to and necessary, in the Tenant's sole discretion, for the construction or operation of the Solar Facility on the Leased Property.

(c) Except as provided under Section 6.3 of the Redevelopment Agreement, in the event any Governmental Authority requires a payment from Tenant for (i) any cost or expense related to the Sanitary Landfill Facility or related operations or the formal closure thereof, or (ii)

for the right to construct and operate the Solar Facility on, over, across and through the Sanitary Landfill Facility, or a portion thereof, then the amount of any such payment shall be deducted by Tenant from the Rent prior to any payment of Rent to Landlord.

(d) Noninterference. The Solar Facility, or the Tenant's activities on Leased Property as permitted in this Lease, shall not interfere in any way with the Sanitary Landfill Facility, related operations or the closure thereof, including but not limited to, access to and from the Sanitary Landfill Facility by any owner or operator thereof, any Governmental Authority, and any Person required to perform any obligations related to the Sanitary Landfill Facility.

(e) Repairs and Maintenance. Except as provided below, Landlord shall repair and maintain the Sanitary Landfill Facility for the Term of this Lease. Tenant shall provide Landlord Monthly, Quarterly and Annual Inspection Reports prepared by a N.J. Professional Engineer, as a Supplemental Report, for inclusion in the Landlord's Primary Reports, as part of Landlord's Post-Closure Operation and Maintenance (O&M) Plan and Governmental Authority reporting requirements. Upon the start of construction of the Solar Facility, Tenant shall be responsible for the following repairs and maintenance: lawn maintenance, trash and debris removal, routine lawn repairs, lawn reseeding if required, repair of minor soil erosion, repair of rodent holes, fencing repairs, repair and replace signage. The Township shall be responsible for any and all monitoring wells, stream monitoring, major repairs, repair of sinkholes and voids, major settlement, any biogas, methane collection or venting and leachate collection or similar systems as described in the Post-Closure Operation and Maintenance (O&M) Plan. In the event of any Landlord repairs to the Sanitary Landfill Facility after the Commercial Operation Date that reduces the electricity produced by the Solar Facility, then any Rent payable to Landlord for the month in which such repair is made shall be reduced by a rate equal to the electricity produced for such month over the electricity produced during the same month of the preceding year. In the event that such repair is made during the first year after the Commercial Operation Date, then the Parties shall negotiate in good faith a reasonable reduction to the Rent.

#### SECTION 10. SUBORDINATION; ESTOPPEL CERTIFICATE.

(a) Subordination. In addition to the Existing Encumbrances, Landlord may mortgage its fee interest in the Leased Property in connection with financing Landlord's activities subject to the terms of this Section 10(a) (any such mortgage, deed of trust or similar instrument, a "**Landlord Mortgage**"). Landlord shall cause the holder of each and every such Landlord Mortgage (each, a "**Landlord Mortgagee**"), as a condition of Tenant permitting a Landlord Mortgage under this Lease, to execute and deliver to Tenant and its Financing Parties (as defined below) a Subordination, Nondisturbance and Attornment Agreement, in recordable form and in form and substance reasonably satisfactory to Tenant, its Financing Parties and their respective counsel (each, an "**SNDA**"), to be recorded against the Landlord's Property, under the terms of which each such Landlord Mortgagee covenants and agrees to and with Tenant and its Financing Parties (i) not to disturb Tenant or its Financing Parties in their possession of the Leased Property or in the enjoyment of their rights hereunder, and (ii) to notify Tenant and its Financing Parties of any defaults by Landlord in the performance of its obligations secured by the Landlord Mortgage, and (iii) to provide Tenant and its Financing Parties a reasonable period of time after their receipt of notice of Landlord's default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and sixty (60) days in event of non-payment defaults, and

which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Tenant or its Financing Parties have promptly commenced and are diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Leased Property, and (iv) that such Landlord Mortgagee has no interest in this Lease or the Solar Facility or the Solar Attributes and shall not gain any interest in this Lease, the Solar Facility or the Solar Attributes by virtue of the exercise of its rights under the Landlord Mortgage or Tenant's performance or breach of this Lease. Each such SNDA shall also stipulate that Tenant attorns to the Landlord Mortgagee executing such SNDA. Landlord shall deliver to Tenant on or prior to the Effective Date an SNDA from each Landlord Mortgagee holding a Landlord Mortgage recorded against the Leased Property on and as of the Effective Date to be recorded together with the Notice of Lease (as defined below), and following the Effective Date Landlord shall deliver to Tenant an SNDA from each and every Landlord Mortgagee that holds a Landlord Mortgage to be recorded against the Leased Property on or after the Effective Date, to be recorded against the Leased Property simultaneously with the recording of each such Landlord Mortgage.

(b) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Landlord Mortgagee, a Financing Party (as defined below), a prospective purchaser or assignee of the Solar Facility, the Leased Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

(c) Continuing Nature of Obligations.

- (i) The Interconnection and related rights granted by Landlord in this Lease to Tenant are easements in gross, representing interests personal to and for the benefit of Tenant, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Landlord in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and related rights granted in this Lease and, as between the Leased Property and other tracts of property, no tract is considered dominant or servient as to the other.
- (ii) The burdens of the Lease, Interconnection and all other rights granted to Tenant in this Lease shall run with and against the Leased Property, and shall be a charge and burden on the Leased Property and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents and any transferee of Landlord's fee interest in the Leased Property. This Lease shall inure to the benefit of Tenant and its permitted successors, assigns, permittees, licensees and lessees. Landlord acknowledges that any sale or conveyance of the Leased Property shall be subject to the leasehold and easement interests of Tenant in this Lease.

SECTION 11. INSURANCE AND INDEMNITY.

(a) Liability Insurance. Tenant shall maintain comprehensive, public liability insurance with respect to the Leased Property in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate per annum with responsible companies qualified to do business in the state of New Jersey and in good standing therein insuring both Tenant and Landlord as additional insured against injury to persons or damage to property as provided. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on the Leased Property and reasonably acceptable to Tenant and its Financing Parties, naming Tenant as additional insured. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of Tenant's conduct of any physical activities on the Leased Property, and thereafter within thirty (30) days prior to the expiration of any such policies.

(b) Property Insurance. Except for personal property related to the Sanitary Landfill Facility and the operations related thereto, Landlord and Tenant shall each maintain on their respective personal property on or about the Leased Property a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value of its personal property.

(c) Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Landlord and Tenant shall request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party, at its election, may pay the extra cost, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last.

(d) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) the activities of the indemnifying Party on the Leased Property, (ii) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or intentional tortious acts or omissions of the indemnifying Party, the indemnifying Party's employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (iii) any material breach by the indemnifying Party of this Lease. Nothing in

this Section shall relieve Landlord or Tenant of any liability to the other for any breach of this Lease. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay damages to the indemnified Party shall be reduced in proportion to the percentage by which any indemnitee's negligent or intentional acts, errors or omissions caused the Losses. Neither Party shall be indemnified for its Losses resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Lease.

(e) Environmental Indemnity. Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on or under the Leased Property, including, without limitation, the Landfill and presence of Hazardous Substances on the Leased Property and any pollution or contamination that violates any Environmental Laws, that existed or exists prior to, on or after the Effective Date. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Leased Property that is caused by Tenant or any of its employees, invitees, agents, contractors or subcontractors, including the use or handling of Hazardous Substances onto the Leased Property after the Effective Date.

(f) Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease.

## SECTION 12. CONDEMNATION; CASUALTY.

(a) Contests. If, during the Term, any competent authority for any public or quasi-public purpose ("**Condemnor**") seeks to take or condemn all or any portion of the Leased Property, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking. Tenant shall have the right to participate in any condemnation proceeding to protect Tenant's interests, as described below.

(b) Termination. If, at any time during the Term, any Condemnor shall condemn all or any portion of the Leased Property, or the Solar Facility, and if as a result of such condemnation the purposes of this Lease are frustrated, as determined by Tenant in its sole judgment, then at Tenant's option the interests and obligations of Tenant under this Lease shall cease and terminate upon the earlier of (i) the date that the Condemnor takes physical possession of all or substantially all of the Leased Property or the Solar Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Solar Facility on the Leased Property in a commercially viable manner, or (iii) the date title vests in the Condemnor, whereupon Landlord and Tenant shall be relieved of any and all further obligations hereunder except for indemnity obligations and other obligations which by their terms survive the expiration or termination of this Lease.

(c) Distribution of Award. For any taking covered by this Section 12, all sums,

including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

- (i) The interest of Landlord shall be based on the value of Landlord's interest in the Leased Property (but excluding any of Tenant's interest in the Solar Facility or any other of Tenant's improvements on Leased Property and Tenant's Losses, defined below), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and
- (ii) The interest of Tenant shall be based on the value of Tenant's interest in the Leased Property (determined at the time of the taking) and the value of the Solar Facility and Tenant's other improvements for the Term, and any cost or loss that Tenant may sustain in connection with (A) lost revenues in connection with the Solar Facility, including lost revenues from the sale of electricity and Solar Attributes, (B) all costs of relocating the Solar Facility, (C) the value of any lost tax credits, (D) all property depreciation penalties or recapture fees, and (E) any fees, damages and penalties under Tenant's financing agreements or agreements for the sale of electricity or Solar Attributes ("*Tenant's Losses*"); provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by this Section 12 were to occur. Tenant's right to compensation as set forth in this Section 12 shall survive the termination of this Lease or the taking by the condemnor of possession of the Leased Property.

(d) Casualty. In the event the Solar Facility is damaged or destroyed by fire or other casualty, Tenant may elect, in its sole discretion, to repair the damage to the Solar Facility and Landlord shall equitably abate the Rent until such repair and restoration (together with any repair or restoration of the Leased Property required of Landlord, as set forth below) is complete, following which Tenant shall commence paying Rent again. Notwithstanding the foregoing, if the Solar Facility is damaged or destroyed such that Tenant's operation of the Solar Facility is materially impaired or in the event that it is not economically viable for Tenant to repair and restore the Solar Facility, as determined by Tenant in its sole discretion, then Tenant may elect to terminate this Lease as to the unrepairable portion of the Solar Facility upon written notice to Landlord.

### SECTION 13. ASSIGNMENT.

Tenant may assign this Lease, or transfer the ownership interests in Tenant, upon obtaining Landlord's written consent, such consent shall not be withheld, conditioned or delayed, to an Affiliate of Tenant, to an entity that purchases the Solar Facility or, prior to the construction of the Solar Facility, the development rights thereto, to the purchaser of substantially all of the assets of Tenant, or to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility, as set forth in Section 14. In the case of any assignment, Tenant shall remain liable to

Landlord for the payment of all Rent and for the full performance of the covenants and conditions of this Lease unless the assignee executes an agreement expressly agreeing to assume all obligations of the Tenant arising on and after the effective date of such assignment, in which event Tenant shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section 13 other than a collateral assignment to a Financing Party, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder.

#### SECTION 14. FINANCING.

(a) Financing Party. Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant's improvements located on the Leased Property by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Person or Persons providing all or a portion of the financing for the Solar Facility or any Person or Persons providing a refinancing of any such financing or any trustee for such Person or Persons (each, a "*Financing Party*").

(b) Rights of Financing Party. Any Financing Party shall have no obligations under this Lease until such time as it exercises its rights to acquire Tenant's interests subject to the lien of the Financing Party's mortgage by foreclosure or otherwise assumes the obligations of Tenant directly.

(c) Landlord and Tenant agree that, once all or any part of Tenant's interests in the Lease are mortgaged or assigned to a Financing Party, they will not modify or terminate this Lease without the prior written consent of the Financing Party.

(d) Landlord agrees that any Financing Party shall have the right to make any payment and to do any other act or thing required to be performed by Tenant under this Lease, and any such payment, act or thing performed by Tenant shall be effective to prevent a default under this Lease and any forfeiture of any of Tenant's rights under this Lease as if done by Tenant itself.

(e) During the time all or any part of Tenant's interests in the Lease are mortgaged or assigned to any Financing Party, if Tenant defaults under any of its obligations and Landlord is required to give Tenant notice of the default Landlord shall also be required to give any Financing Party notice of the default. If Landlord becomes entitled to terminate this Lease due to an uncured default by Tenant, Landlord shall not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Financing Party and has given the Financing Party at least thirty (30) days to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Financing Party notifies the Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit the Financing Party a reasonable period of time necessary for the Financing Party, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. The time within which a Financing Party must foreclose or acquire Tenant's interest shall be extended to the extent Financing Party is prohibited by an order or injunction issued by a court or the operation of any



bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(f) The acquisition of all or any part of Tenant's interests in the Lease by any Financing Party through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Landlord nor constitute a breach or default of this Lease by Tenant, and upon the completion of the acquisition or conveyance Landlord shall acknowledge and recognize the Financing Party as Tenant's proper successor under this Lease upon the Financing Party's cure of any existing Tenant defaults and assumption of the obligations of Tenant under this Lease prospectively.

(g) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Landlord agrees, upon request by any Financing Party within sixty (60) days after the rejection or termination, to execute and deliver to Tenant or Financing Party a new lease for the Leased Property which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Tenant or a Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease Tenant or Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease.

(h) Amendment of Lease: Third Party Beneficiary. At Tenant's request, Landlord shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party, and shall execute such additional documents as may reasonably be required to evidence such Financing Party's rights hereunder; provided, however, that such amendment shall not materially impair the rights or increase the burdens or obligations of Landlord under this Lease, or extend the Term. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Tenant and Financing Parties under this Lease.

#### SECTION 15. RECORDATION, CONFIDENTIALITY.

(a) Notice of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease, a copy of which is attached hereto as Exhibit B-4, with the applicable registry of deeds or recording office in the jurisdiction in which the Leased Property is located. Recordation of the Memorandum of Lease shall be at Tenant's

expense. Landlord shall execute the Memorandum of Lease contemporaneously with the execution of this Lease.

(b) Confidentiality. Except as provided in the preceding Section 15(a) and the Redevelopment Agreement, and to the maximum extent permitted by Law, Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, the Solar Facility site design and product design, methods of operation, methods of construction and power production. Landlord shall not use such information for its own benefit, publish or otherwise disclose it to any other Person, or permit its use by any other Person. The provisions of this Section 15(b) shall survive the expiration or earlier termination of this Lease.

#### SECTION 16. DEFAULT.

(a) Default. If either Landlord or Tenant shall fail to perform any of their respective obligations under this Lease (each, a "**Default**") and such Default remains uncured following the required notice and cure periods as provided below, if any (an "**Uncured Default**"), the non-defaulting Party shall have the right to terminate this Lease (subject, in Landlord's case, to the provisions of Section 14) by providing written notice of such termination to the defaulting Party ("**Notice of Termination**") and sue for damages and shall also be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law, which remedies shall be cumulative and not exclusive. Landlord acknowledges and agrees that reasonably foreseeable damages to which Tenant shall be entitled, following an Uncured Default by Landlord, shall include, without limitation, (i) all of Tenant's lost revenues in connection with the Solar Facility for the remainder of the Term, including lost revenues from the sale of electricity and Solar Attributes, (ii) all costs of relocating the Solar Facility, (iii) the value of any lost tax credits, (iv) all property depreciation penalties or recapture fees, and (v) any fees, damages and penalties under Tenant's financing agreements or agreements for the sale of electricity or Solar Attributes.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "**Payment Default**" shall mean the failure to make timely payments of money and a "**Non-Payment Default**" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Landlord also agrees that any notice of Default issued by Landlord hereunder shall simultaneously be delivered to all Financing Parties of Tenant of which Landlord has been notified. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within twenty (20) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the defaulting Party shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period and diligently pursue the same to completion, but in any event not more than ninety (90) days from the date of receipt of notice of such Non-Payment Default.

(c) Tenant's Right to Offset. In the event of a Payment Default by Landlord, Tenant may, in addition to exercising its other rights and remedies hereunder, in equity and under

Applicable Law, offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such Payment Default of Landlord together with any accrued interest at the Interest Rate.

#### SECTION 17. DECOMMISSIONING.

During the Decommissioning Period, Tenant shall remove all components of the Solar Facility from the Leased Property, excluding underground foundations, underground infrastructure and underground conduit more than twenty-four (24) inches below grade and restore the Leased Property to a condition comparable to that as of the Effective Date, provided that Tenant shall not be obligated to plant any trees or other plants to replace any plants removed to install the Solar Facility (the "*Decommissioning Obligations*").

Upon the ten (10) year anniversary of the Commercial Operation Date, Tenant shall provide to Landlord a deposit to secure the payment of costs associated with the Decommissioning Obligations provided hereinabove ("*Decommissioning Deposit*"). At the Tenant's option, the Decommissioning Deposit may be:

- (1) A bond (from an issuer with an A.M. Best's Rating of not less than A);
- (2) An irrevocable letter of credit from a bank; or
- (3) A cash deposit.

The Decommissioning Deposit shall be an amount sufficient to cover the estimated costs of Decommissioning Obligations. The Tenant shall provide Landlord an estimate of the costs of Decommissioning Obligations, signed and sealed by a NJ licensed civil engineer. Said estimate shall be updated every five (5) years thereafter for the Term and the Decommissioning Deposit shall be adjusted accordingly.

#### SECTION 18. FORCE MAJEURE.

If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. For purposes of this Lease, "*Force Majeure*" means: (i) any event or consequence not within the reasonable control of a Party, (ii) acts of God, including hurricanes, earthquakes, tornados and any other adverse weather conditions which directly result in a Party's inability to perform its obligations, (iii) acts of any Governmental Authority, when any such act of government directly results in a Party's inability to perform its obligations and is not the result of the Party's actions or omissions, (iv) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a Party's inability to perform its obligations, and (v) a Force Majeure as defined in any agreement between Tenant and Utility.

## SECTION 19. NOTICES.

Notices under this Lease shall be in writing and sent to the addresses and email addresses set forth below:

LANDLORD:           Township of Pennsville  
                          c/o Administrator  
                          90 N. Broadway  
                          Pennsville, NJ 08070

With copies to:

TENANT:             Pennsville Landfill Solar LLC  
                          Jeff Lee, CEO/President  
                          100 Century Center Court  
                          Suite 501  
                          San Jose, CA 95112

With copies to:     Jeffrey A. Daniels, Esq.  
                          Angelini, Vinjar & Freedman LLP  
                          1415 Route 70 East  
                          Suite 306  
                          Cherry Hill, NJ 08034

                          John J. Renz, President  
                          Sustainable Energy Consultants LP  
                          6486 Durham Road  
                          Pipersville, PA 18947

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to the last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives a confirmation that the email has been completely transmitted without error (auto-responses shall not comply). Emails received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of either Party to notify the other Party of an address change for it or any Financing Party or Landlord Mortgagee shall excuse the other Party from complying with any notice obligation herein to such changed addresses, provided however that the other Party shall in no event be excused from providing notices required herein to all addresses of which said other Party has notice. Notices shall be deemed given upon receipt or upon the failure to accept delivery.

## SECTION 20. HOLDOVER.

In the event Tenant remains in possession of the Leased Property after the expiration of the Term of this Lease and without the execution of a new lease, then Tenant shall be deemed to

be occupying the Leased Property as a tenant from month to month at a rental equal to the last monthly rental under the Term and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a month to month tenancy.

#### SECTION 21. NO PARTNERSHIP.

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Landlord and Tenant shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

#### SECTION 22. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law provisions.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Lease. References to Sections are, unless the context otherwise requires, references to Sections of this Lease. The words "hereto," "hereof" and "hereunder" shall refer to this Lease as a whole and not to any particular provision of this Lease. The word "including" shall be deemed to be followed by the words "without limitation."

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended only in writing signed by the Parties. Upon the execution and delivery of this Lease by all Parties, the Proposal, as defined in the Redevelopment Agreement, shall be considered terminated and of no further force and effect.

(d) Exhibits. The Parties agree that any incomplete Exhibits to this Lease as of the Effective Date shall be prepared by Tenant during the Development Period. The Parties further agree that upon the completion of such Exhibits by Tenant, such Exhibits shall be incorporated herein and attached hereto.

(e) Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(f) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(g) Binding Effect. The provisions of this Lease shall be binding upon and inure to the

benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(h) No Assurance as to Development. The Landlord hereby agrees and acknowledges that the Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Tenant successfully developing, financing and/or constructing a Solar Facility on the Leased Property and the Landlord's receiving Rent hereunder.

(i) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State of New Jersey may be performed on or before the next business day following the date provided herein.

(j) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or electronic signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile, electronic copy, or photocopy of this Lease in any court or arbitration proceedings between the Parties.

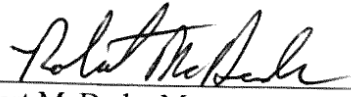
(k) Brokers. Landlord and Tenant each represent and warrant to the other that there are no broker's commissions, finder's fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Lease.

(l) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

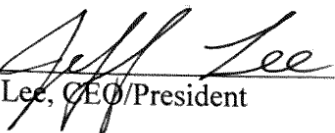
(m) Third Party Beneficiaries. Except for the rights of Financing Parties set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such Person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any Person not a party to this Lease.

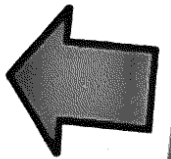
IN WITNESS WHEREOF, this Lease is executed as a sealed instrument on and as of the Effective Date set forth above.

LANDLORD: TOWNSHIP OF PENNSVILLE

By:   
Robert McDade, Mayor

TENANT: PENNSVILLE LANDFILL SOLAR  
LLC

By:   
Jeff Lee, CEO/President





## **Pennsville Landfill Solar Project (A) Community Solar Application PY2**

**Copy of the completed Permit Readiness Checklist**



February 2, 2021

Megan Brunatti  
Dave Pepe  
Office of Permitting and Project Navigation  
P.O. Box 420, Mail Code 07J  
401 East State Street  
Trenton, New Jersey 08625

Re: Request for Pre-Application Review  
Proposed Solar Project  
Pennsville Landfill Solar, LLC  
Pennsville Township Sanitary Landfill  
Block 4801, Lot 5  
Industrial Park Road, Pennsville Township, Salem County, NJ  
PI # 132616

Dear Ms. Brunatti and Mr. Pepe:

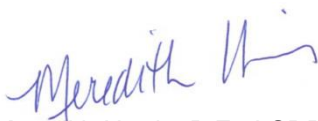
On behalf of Pennsville Landfill Solar, LLC, Roux Associates, Inc. is requesting a pre-application review from the Office of Permit Coordination and Project Navigation (OPCPN) to support a proposed solar project at the above-referenced site. The Permit Readiness Checklist package is enclosed and includes the following items:

- Appendix A – Permit Readiness Checklist
- Appendix B – Description of the Project
- Appendix C – Figures and Preliminary Plans

Please call (856-423-8800) or email ([mharris@rouxinc.com](mailto:mharris@rouxinc.com)) if you have any questions or require additional information.

Sincerely,

**ROUX ASSOCIATES, INC.**



Meredith Harris, P.E., LSRP  
Principal Engineer

cc: John Renz, SEC  
Angie Daoud, Trina Solar  
Bradd Forstein, Trina Solar

**Permit Readiness Checklist**  
***Pennsville Township Sanitary Landfill***  
***Industrial Park Road, Pennsville Township, NJ***

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**APPENDICES**

- A. Permit Readiness Checklist
- B. Description of the Project
- C. Figures and Preliminary Plans

**Permit Readiness Checklist**  
***Pennsville Township Sanitary Landfill***  
***Industrial Park Road, Pennsville Township, NJ***

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**APPENDIX A**

Permit Readiness Checklist

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF PERMITTING & PROJECT NAVIGATION

**PERMIT READINESS CHECKLIST**

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

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

**A. GENERAL INFORMATION**

1. Name of Proposed Project: **Pennsville Landfill Solar**
2. Consultant/Contact Information (if any) **Roux Associates, Inc.**  
**Attn: Meredith Harris, P.E., LSRP**  
**402 Heron Drive**  
**Logan Township, NJ 08085**  
**[mharris@rouxinc.com](mailto:mharris@rouxinc.com)**  
**phone (mobile) 856-237-7789**
3. Name/Address of Prospective Applicant: **Pennsville Landfill Solar, LLC;**  
**attn: Angie Daoud, Senior Project Manager**

Address/tel./fax **7100 Stevenson Blvd, Fremont, CA 94538**  
**732-501-8775**

Does the applicant own the property? **No**

If the applicant is not the property owner, please provide contact information for the property owner and evidence of having property owner permission to use the property for the proposed project. **Pennsville Township; attn: Mayor Robert McDade; Town Hall, 90 North Broadway, Pennsville, NJ 08070**

4. Does the project have any existing NJDEP ID#s assigned? (i.e., Case number, Program Interest (PI)#, Program ID#) **Yes** If yes, please provide **Solid Waste PI #132616**

**B. PROPOSED PROJECT LOCATION**

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

Street Address/munic. **Industrial Park Road, Pennsville Township**  
County **Salem** Zip Code **08070**  
Block No. **4801** Lot No. **5**  
X Coordinate in State Plane (project centroid) **198230.64**  
Y Coordinate in State Plane (project centroid) **294378.46**

**C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE**

1. Project Type: \_\_\_ New Construction \_\_\_ Brownfield Redevelop. ☒ Alternative Energy \_\_\_ Other  
(Please describe) \_\_\_

- a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: **The landfill closure certification report and as-built survey were submitted to NJDEP Division of Solid Waste on 12/30/2020 and approval is anticipated in February 2021. Pennsville Landfill Solar LLC anticipates submitting permit applications in Q3 2021 and construction in Q1 2022.**
- b) Funding Source: Is any Federal Funding being used for this project? **Yes, ITC**  
State Funding over 1 million dollars? **Yes**  
Is funding secured at this time? **No** Is funding conditional? **Yes** If so, on what?  
**Completion and Application**
- c) Is the project contingent on receiving the identified funding? **No**  
If yes, explain \_\_\_
- d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process).
- 1) Water Quality Management Plan consistency \_\_\_\_\_
  - 2) Highlands Consistency \_\_\_\_\_
  - 3) Wetland Delineation (LOI) ☒
  - 4) Tidelands Conveyance \_\_\_\_\_
  - 5) Flood Hazard Jurisdiction or determinations ☒
  - 6) Water Allocation \_\_\_\_\_
  - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome \_\_\_\_\_
  - 8) Landfill Disruption Approval ☒
  - 9) Landfill Closure Plan \_\_\_\_\_
  - 10) Other ☒ – **Waterfront Development and U.S. Army Corps of Engineers Nationwide Permit**

2. For additional guidance on Department permits, please refer to the New Jersey Department of Environmental Protection's website at <https://www.nj.gov/dep/>

- a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? **Solid Waste**
- b) Are there any Department permits that will need to be modified as a result of this project? Please explain and identify the project reviewer of the permit to be modified.  
**Solid Waste Closure Permit modification – Ross Hull**
- c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:

- 1) Water Quality Management Plan consistency \_\_\_\_\_
- 2) Highlands Consistency \_\_\_\_\_
- 3) Wetland Delineation (LOI) \_\_\_\_\_
- 4) Tidelands Conveyance \_\_\_\_\_
- 5) Flood Hazard Jurisdiction or determinations \_\_\_\_\_
- 6) Water Allocation \_\_\_\_\_
- 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome \_\_\_\_\_
- 8) Landfill Disruption Approval \_\_\_\_\_
- 9) Landfill Closure Plan \_\_\_\_\_
- 10) Other \_\_\_\_\_

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

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

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

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<sup>2</sup> Submit to New Jersey Department of Environmental Protection  
Office of Permitting and Project Navigation  
P.O. Box 420, Mail Code 07J  
Trenton, New Jersey 08625  
Street Location: 401 East State Street, 7<sup>th</sup> Floor  
Telephone Number:(609) 292-3600

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

<sup>4</sup> NJGIS information

**NATURAL AND HISTORIC RESOURCES (609) 292-3541**

Is any portion of the project site on land owned or administered by the NJDEP? **No**

If yes, please visit

[https://www.nj.gov/dep/greenacres/pdf/Request\\_to\\_Use\\_NJDEP\\_Property\\_2019.pdf](https://www.nj.gov/dep/greenacres/pdf/Request_to_Use_NJDEP_Property_2019.pdf) for information on initiating a request to use NJDEP property. The submission of a request to use NJDEP property is a prerequisite to the scheduling of a pre-application meeting.

**Green Acres Program (609) 984-0631**

<http://www.nj.gov/dep/greenacres>

Is any part of the project site on land that is subject to a Green Acres restriction? **No** If yes, please describe. \_\_\_\_\_

Does the project require the use of property funded with federal Land and Water Conservation Funding? **No** If yes, please describe. \_\_\_\_\_

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? **No** If yes, please describe. \_\_\_\_\_

Has the Watershed Property Review Board made a jurisdictional determination for the project site? \_\_\_\_\_

**Office of Leases & Concessions: 609-633-7860**

Is the temporary use of DEP lands administered by the Divisions of Parks & Forestry and/or Fish & Wildlife required for pre-construction, construction and/or post construction activities? **No**  
If yes, please describe. \_\_\_\_\_

**Division of Parks and Forestry: State Forestry Services (609) 292-2520**

<http://www.nj.gov/dep/parksandforests/forest>

Forest clearing activities/No Net Loss Reforestation Act

Will construction of the project result in the clearing of ½ acres or more of forested lands owned or maintained by a State entity? **No**

If so, how many acres? \_\_\_\_\_

**State Historic Preservation Office – SHPO (609) 984-0176**

<https://www.nj.gov/dep/hpo/>

Is the site a Historic Site or district on or eligible for the State or National registry? **No**

Will there be impacts to buildings over 50 years old? **No**

Are there known or mapped archeological resources on the site? **No**

**Division of Fish and Wildlife (609) 292-2965**

<http://www.nj.gov/dep/fgw>

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

Threatened and Endangered Species Program



Are there records of any Threatened and Endangered species, plant, or animal in this project area? **Based on NJ-GeoWeb's Landscape layer, a small portion of the landfill is listed as potential Northern Myotis (Federal threatened) habitat.**

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? **The landfill has been closed pursuant to solid waste requirements and planted with low-maintenance grasses and will be subject to required routine post-closure care. As such, the landfill is not suitable bat habitat. The solar project will be constructed on top of the landfill and will not impact bat habitat.**

**DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454**

<http://www.nj.gov/dep/landuse>

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

Water courses (streams) **Yes, Miles Creek is approximately 230 feet south/southwest of the project area, two tributaries to Miles Creek are approximately 50 feet north/northwest of the site. Development of the site will not directly impact the creek and tributaries.**

State Open Waters? **Yes, the Delaware River is approximately 500 feet northwest of the project area.**

Freshwater Wetlands and/or freshwater wetland transition areas? **Yes, a delineation will be performed to determine wetland and transition area boundaries proximate to the project area**

Flood Hazard areas and/or riparian buffers **Yes, the landfill is adjacent to the 100-year FHA; however, the landfill elevation is above the FHA. Currently, the only potential activity within the FHA is an utility pole which is subject to a permit-by-rule under the Flood Hazard Area Control Act rules.**

Waterfront development areas **Yes**

Tidally Flowed Areas **No**

Bureau of Tidelands Management: **No**  
[http://www.nj.gov/dep/landuse/tl\\_main.html](http://www.nj.gov/dep/landuse/tl_main.html)

The CAFRA Planning Area? **No**  
<https://www.nj.gov/dep/gis/geoweb splash.htm>

**SITE REMEDIATION & WASTE MANAGEMENT PROGRAM (609) 292-1250**

<http://www.nj.gov/dep/srp/>

**Site Remediation (609) 292-1251**

Is the project located on or adjacent to a known or suspected contaminated site? **No**  
<http://www.nj.gov/dep/srp/kcsnj/>

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

Has a No Further Action Letter or Response Action Outcome been issued for the entire project area? **N/A**

Were any engineering or institutional controls implemented as part of a remedial action for discharges at the site? What is the status as to compliance with the biennial certification requirements and a remedial action permit, if applicable? **N/A**

What is the current status of the remediation for other areas of concern for which a No Further Action Letter or a Response Action Outcome has not been issued? (Please include remedial phase, media affected, contaminant(s) of concern and whether the contamination is on or offsite.) **N/A**

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

Is the applicant a responsible party for discharges at the site? **N/A**

Upon taking title to the site, would the applicant become either a responsible party for contamination at the site or a person responsible for conducting the remediation? **N/A**

Has the remedial status of this site triggered Direct Oversight pursuant to N.J.S.A. 58:10C-27 and N.J.A.C. 7:26C-14, and if so, has the applicant complied or how does the applicant intend to comply? **N/A**

**Solid and Hazardous Waste Management (609) 633-1418**  
**<http://www.nj.gov/dep/dshw/>**

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

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

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

Is the project a solid waste facility or recycling center? **No, landfill is closed**

Is the project included in the appropriate county Solid Waste Management Plan? **No** Explain \_\_\_\_\_

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

**WATER RESOURCE MANAGEMENT (609) 292-4543**

**DIVISION OF WATER QUALITY (609) 292-4396**

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

Will this wastewater facility discharge to Surface Water? Yes/No **No**  
If yes, state the name of the proposed receiving stream \_\_\_\_\_

Describe the proposed discharge of wastewater to Surface Water \_\_\_\_\_

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

**Non-Point Pollution Control (609) 633-7021**

**[http://www.nj.gov/dep/dwq/bnpc\\_home.htm](http://www.nj.gov/dep/dwq/bnpc_home.htm)**

The Bureau of Non-Point Pollution Control (BNPC) is responsible for protecting and preserving the state's groundwater resources through the issuance of NJPDES Discharge to Groundwater Permits and is responsible for permitting industrial facilities and municipalities under NJPDES for discharges of stormwater to waters of the State. This Program does not issue NJPDES-DGW permits for remediation operations.

**Groundwater Discharge**

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

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation \_\_\_\_\_  
Overland Flow Subsurface Disposal System (UIC) \_\_\_\_\_  
Landfill Infiltration/Percolation Lagoon \_\_\_\_\_  
Surface Impoundment \_\_\_\_\_

Please specify the source of wastewater for every structure identified above (e.g., sanitary wastewater to a subsurface disposal system or non-contact cooling water to a dry well): **None**

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

Does your project/facility include an individual subsurface sewage disposal system design for a facility with a design flow less than 2,000 gallons per day which does not strictly conform to the State's standards? **No**

Does your project involve 50 or more realty improvements? **No**

**Stormwater Program (609) 633-7021**

**<http://www.njstormwater.org/>**

**[https://www.nj.gov/dep/dwq/ispp\\_home.html](https://www.nj.gov/dep/dwq/ispp_home.html)**

Will your site activity disturb more than one acre? **No**

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

Does your facility have an existing NJPDES permit for discharge of stormwater to surface groundwater?

**Yes - Construction Stormwater 5G3 - NJG0310735 (landfill closure activities)**

Is your facility assigned one of the following Standard Industrial Classification (SIC) Codes? **N/A**

(To determine your SIC Code, see the box "Industry Code" on your New Jersey Department of Labor Quarterly Contribution Report.

**Pretreatment and Residuals program (609) 984-**

<https://www.nj.gov/dep/dwq/bpr.htm>

Will the project involve the discharge of industrial/commercial wastewater to a publicly owned treatment works (POTW)? **No**

If yes, name of POTW: \_\_\_\_\_

Volume of wastewater (gpd): \_\_\_\_\_

Will/does this project involve the generation, processing, storage, transfer and/or distribution of industrial or domestic residuals (including sewage sludge, potable water treatment residuals and food processing by-products) generated as a result of wastewater treatment. **No** If so, please explain. \_\_\_\_\_

**DIVISION OF WATER SUPPLY & GEOSCIENCE (609) 292-7219**

**Safe Drinking Water Program (609) 292-2957**

<http://www.nj.gov/dep/watersupply/>

Is the project located within an existing water purveyor service area? If yes, which one? **N/A (solar project)**

Does the purveyor have adequate firm capacity and allocation to support project demand? See <https://www.state.nj.us/dep/watersupply/pws.html> for details of the water system capacity. **N/A**

Do water pipes currently extend to the project location? **N/A**

If not, is it located within a franchise area? **N/A**

Does the project have an approved Safe Drinking Water main extension permit? **N/A** If so, what is the permit number?

Does the water purveyor hold a Safe Drinking Water Main Master Permit? **N/A**

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

**Water Allocation Program (609) 984-6831**

<http://www.nj.gov/dep/watersupply>

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

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

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

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

**New Jersey Geological and Water Survey (609) 984-6587**

<https://www.nj.gov/dep/njgs/>

Will the project involve the following;

development of a new water supply source? **No**

require aquifer testing? **No**

involve an existing or abandoned mine? **No**

involve geothermal or offshore energy? **No**

involve subsurface sequestration in geological formations? **No**

acid soils at the project site? **No**

geologic hazards of concern at the project site? **No**

within a karst area? **No**

adversely affect groundwater recharge? **No**

cross any steep slopes? **No**

**DIVISION OF WATER MONITORING AND STANDARDS (609) 292-1623**

**Bureau of Environmental Analysis, Restoration and Standards (609) 633-1441**

**Water Quality Management Planning Program**

Based on the information provided under the Division of Water Quality section:

1. Does the project involve a new, expanded or relocated wastewater treatment facility not identified in the applicable Water Quality Management (WQM) Plan? **No**
2. For projects conveying wastewater to an on-site or off-site wastewater treatment facility or treatment works, is any portion of the project site located outside the sewer service area? **N/A**
3. For projects located within an assigned sewer service area, will any wastewater flow generated from the project site be conveyed to a facility other than the assigned facility? **No**

\*If the answer to any of the questions above is yes, the project is inconsistent with the applicable WQM Plan and a WQM Plan amendment may be required before any DEP permits can be issued.\*

**AIR QUALITY, ENERGY & SUSTAINABILITY (609) 984-1484**

**DIVISION OF AIR QUALITY (609) 633-2829**

<https://www.nj.gov/dep/daq/>

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

Does the project require Air Preconstruction permits per N.J.A.C. 7:27-8.2(c)? **No**

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

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

Will the project emit hazardous air pollutants and/or toxic substances above reporting thresholds listed in NJAC7:27-17?

**No**

Will the project result in stationary diesel engines (such as generators or pumps) or mobile diesel engines (such as bulldozers and forklifts) operating on the site? If so, which?

**Diesel engines will be utilized for construction equipment during installation. Permanent operations will not result in diesel engine sources.**

Will the project have potential for off-site odors and/or dust impact? **No**

#### **Air Quality Planning (609) 292-6722**

<https://www.state.nj.us/dep/baqp/>

All counties in New Jersey are in nonattainment for the United States Environmental Protection Agency's (USEPA's) 2008 and 2015 ozone National Ambient Air Quality Standards (NAAQS). Thirteen counties (Bergen, Essex, Hudson, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset and Union) in New Jersey are in maintenance for the USEPA's 2006 fine particulate matter (PM2.5) NAAQS. The USEPA promulgated the federal General Conformity regulation (40 CFR 93, Subpart B), which was established under the Clean Air Act (Section 176 (c)(4)), to ensure that actions taken by federal agencies do not interfere with a state's plans to attainment/maintain the NAAQS. If you answer "yes" to any of the questions below, the project (or a portion of the project) may require a General Conformity Applicability Analysis and possibly a General Conformity Determination. For more information, please see the USEPA's General Conformity website at: <https://www.epa.gov/general-conformity>

Is there a "lead" federal agency for this project? **No**

Does this project receive federal support or financial assistance? **No**

Does this project require a federal approval, license or permit? **No**

#### **DIVISION OF CLIMATE, CLEAN ENERGY & RADIATION PROTECTION (609) 633-7964**

<https://www.nj.gov/dep/dess/index.html>

#### **Renewable Energy**

Is a renewable energy technology included in this project? **Yes**

Is it a solar PV project? **Yes**

If yes, what type?

Behind the meter/Net metered **Yes, will be co-located with community solar**

Grid supplied \_\_\_\_\_

Grid supplied- Subsection t (On a landfill, brownfield or area of historic fill) **No**

Community Solar ? **Yes, will be co-located with net-meter**

Is it a wind project? **No**

If yes, what type? Onshore? \_\_\_\_\_ Offshore? \_\_\_\_\_

#### **Innovative Technology**

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

-If yes, please provide a brief description: **Electric Vehicle charging Station will be provided as part of the community solar project**

#### **Green Design**

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

Will this project be certified by any green building rating systems such as: **No**  
US Green Building Council's LEED (Leadership in Energy and Environmental Design)? \_\_\_\_\_  
ASHRAE Standard 189.1? \_\_\_\_\_  
National Green Building Standard ICC 700-2008? \_\_\_\_\_  
USEPA's ENERGY STAR? \_\_\_\_\_  
International Living Future Institute-Zero Energy Certification? \_\_\_\_\_  
International Green Construction Code (IgCC)? \_\_\_\_\_

**Radiation Protection Program (609) 984-5400**

[www.state.nj.us/dep/rpp/](http://www.state.nj.us/dep/rpp/)

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

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

**CLIMATE & FLOOD RESILIENCE PROGRAM (609) 292-9236**

<https://www.nj.gov/dep/cfr/>

**Climate Resilience Planning**

<https://www.nj.gov/dep/bcrp/>

Has climate resilience been considered in the design of this project?

**Coastal Engineering**

<https://www.nj.gov/dep/shoreprotection>

Is the project at the same location or adjacent to a beach nourishment or shore protection project?

**Dam Safety Program (609) 984-0859**

<http://www.nj.gov/dep/damsafety>

Will the project involve construction, repair, or removal of a dam? **No**

If so, please describe \_\_\_\_\_

**COMPLIANCE AND ENFORCEMENT (609) 777-0122**

<https://www.nj.gov/dep/enforcement/>

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

If yes, please identify the case, case manager, program, and phone number. \_\_\_\_\_

Does the proposed project facilitate compliance where there is a current violation or ACO? **N/A**

**Discharge Prevention Program (DPCC) (609) 633-0610**

<https://www.nj.gov/dep/enforcement/dpp.html>

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

**Toxic Catastrophe Prevention Act (TCPA) (609) 633-0610**

<https://www.nj.gov/dep/enforcement/tcpa.html>

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

**COMMUNITY ENGAGEMENT (609)292-2908**

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

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project? **Pennsville Township local government and residents, Atlantic City Electric**
- (b) How have you or will you engage community and stakeholders in this project? **Township meetings that are also open to the public, BPU applications, letters sent to community groups with notice of the project and request for letters of support for the project**
- (c) What are the potential impacts of this project on the community? **Reduced cost electricity to the township and the residents**
- (d) What are the community concerns or potential concerns about this project? **None known**
- (e) How do you intend to address these concerns? **N/A**
- (f) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe. **Yes, a renewable energy source will be developed for the township and residents and a closed landfill will be restored to more productive use. In addition, pollinator plants will be utilized within the project area for ecological uplift.**

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

**ADDITIONAL AGENCY REVIEW**

Is the project subject to:

Highlands Regional Master Plan – Planning or Preservation Area? **No**  
[http://www.nj.gov/dep/highlands/highlands\\_map.pdf](http://www.nj.gov/dep/highlands/highlands_map.pdf)

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

D&R Canal Commission Standards **No**  
<https://www.nj.gov/dep/drcc/regulatory-program/maps/>

Delaware River Basin Commission **No**




<http://www.state.nj.us/drbc/>

New Jersey Sports and Exposition Authority? **No**  
<https://www.njsea.com/>

US Army Corp of Engineers review? **Yes**  
<https://www.usace.army.mil/>

Other State or Federal Agencies? If so, please specify **Board of Public Utilities, USACE**

=====  
Permit Readiness Checklist Submitted By:

  
\_\_\_\_\_  
SIGNATURE

2/2/2021  
\_\_\_\_\_  
DATE

Meredith Harris  
\_\_\_\_\_  
PRINT NAME

**Permit Readiness Checklist**  
***Pennsville Township Sanitary Landfill***  
***Industrial Park Road, Pennsville Township, NJ***

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**APPENDIX B**

Description of the Project

## **APPENDIX B – Description of the Project**

The Project Site is the Pennsville Township Sanitary Landfill located at Industrial Park Road, Pennsville Township, Salem County, New Jersey (Block 4801, Lot 5). The current lot size is approximately 70 acres; however, Lot 5 will be subdivided so that the resultant project area will be approximately 30 acres and largely comprised of the landfill. The landfill closure certification report and as-built plan was submitted to NJDEP Division of Solid Waste on December 30, 2020 and is currently pending approval with the NJDEP.

The proposed project is installation of a ground-mounted photovoltaic facility on top of the closed landfill. The area of the solar array installation will be approximately 15 acres and is anticipated to produce approximately 5 megawatts (MW) of community solar electricity and 1.4 MW net/remote meter electricity for use by township facilities.

**Permit Readiness Checklist**  
***Pennsville Township Sanitary Landfill***  
***Industrial Park Road, Pennsville Township, NJ***

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**APPENDIX C**

Figures and Preliminary Plans

\\SRV\LTN\FP1\LIMITED\PROJECTS-08\3541 - TRINA SOLAR US SBU, LLC\0002 - PENNSVILLE LANDFILL\PROJECT DATABASE\GIS\PERMIT READINESS\F1(AP)\USGS.MXD




#### QUADRANGLE LOCATION



#### NOTES

EASTING (X): 198230.64  
NORTHING (Y): 294378.46  
Quarter Quad: SE Wilmington  
South DEL-NJ (1244).

#### LEGEND

 Proposed Project Area

2,000 0 2,000'



Title:

#### SITE LOCATION MAP

INDUSTRIAL PARK ROAD  
PENNSVILLE TOWNSHIP, SALEM COUNTY, NEW JERSEY

Prepared for:

PENNSVILLE LANDFILL SOLAR, LLC

**ROUX**

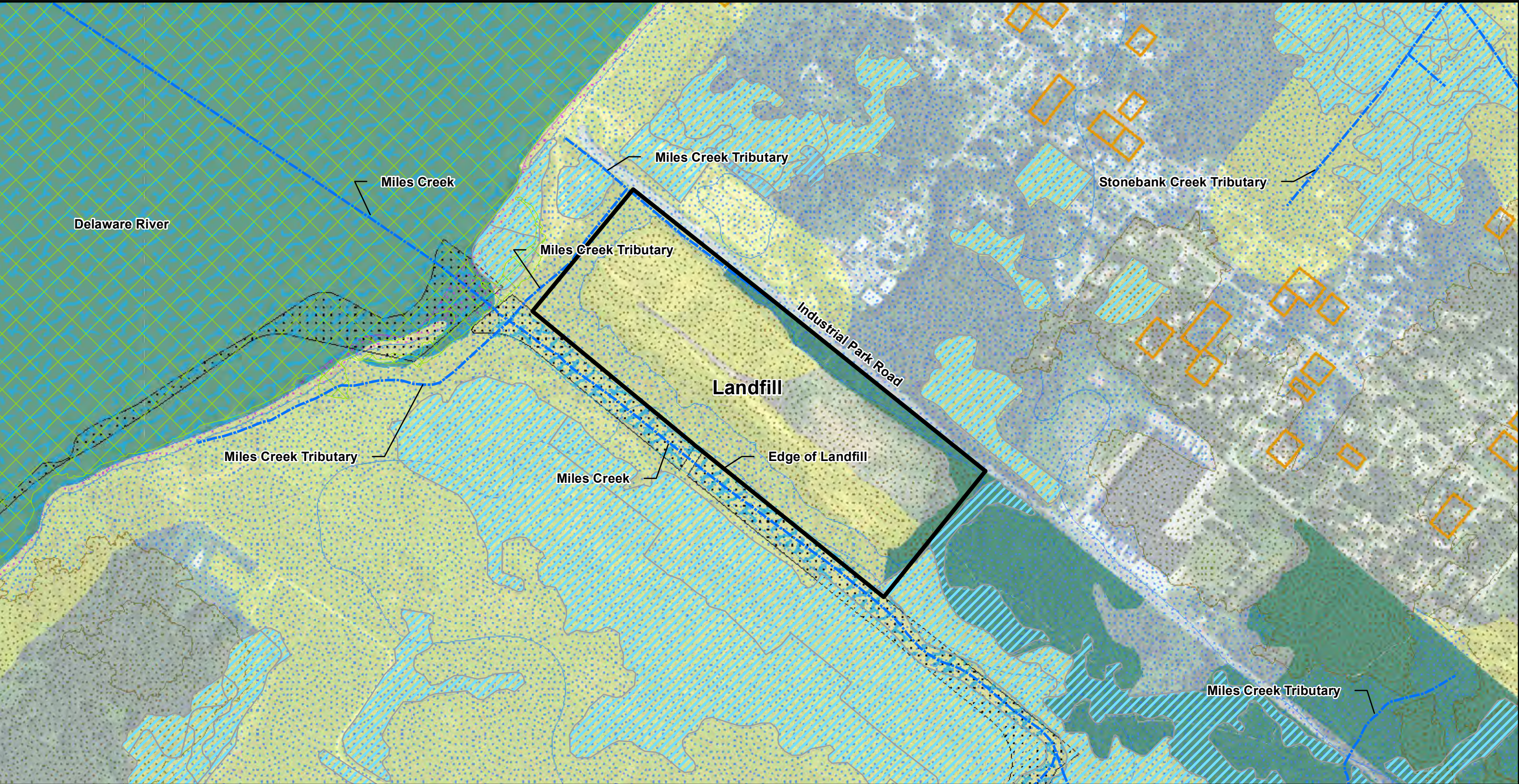
Compiled by: K.A.N.	Date: 01/27/21
Prepared by: K.A.N.	Scale: AS SHOWN
Project Mgr: M.P.D.	Project: 3541.0002J000
File: F1(AP)	

FIGURE

1



G:\PROJECTS-0803641 - TRINA SOLAR US SBU, LLC\0002 - PENNSVILLE LANDFILL\PROJECT DATABASE\GIS\PERMIT READINESS\F2(BL)\ENV\FEATURES.MXD



**LEGEND**

	Proposed Project Area		Surface Water		AE		Rank 1 - Habitat specific requirements
	Streams/Rivers		State Owned Open Space		VE		Rank 5 - Federal Listed
	Wetlands		Historic Properties		X		
	Claimed Tidelands						

**NOTES**

1. New Jersey 2017 Aerial provided by NJGIN.
2. Streams, Wetlands, Claimed Tidelands, Surface Water, State Owned Open Space, Historic Properties, and Species-Based Habitat v3.3 sourced from NJDEP.
3. Flood Hazard Area Zones provided by FEMA.

**ENVIRONMENTAL FEATURES**

INDUSTRIAL PARK ROAD  
PENNSVILLE TOWNSHIP, SALEM COUNTY, NEW JERSEY

Prepared for:  
**PENNSVILLE LANDFILL SOLAR, LLC**

	Compiled by: K.A.N.	Date: 01/27/21	FIGURE <b>2</b>
	Prepared by: K.A.N.	Scale: AS SHOWN	
	Project Mgr: M.P.D.	Project: 3541.0002J000	
	File: F2(BL)		





# 3





## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**A screenshot of the EDC capacity hosting map  
at the proposed location, showing the available  
capacity (in color)**



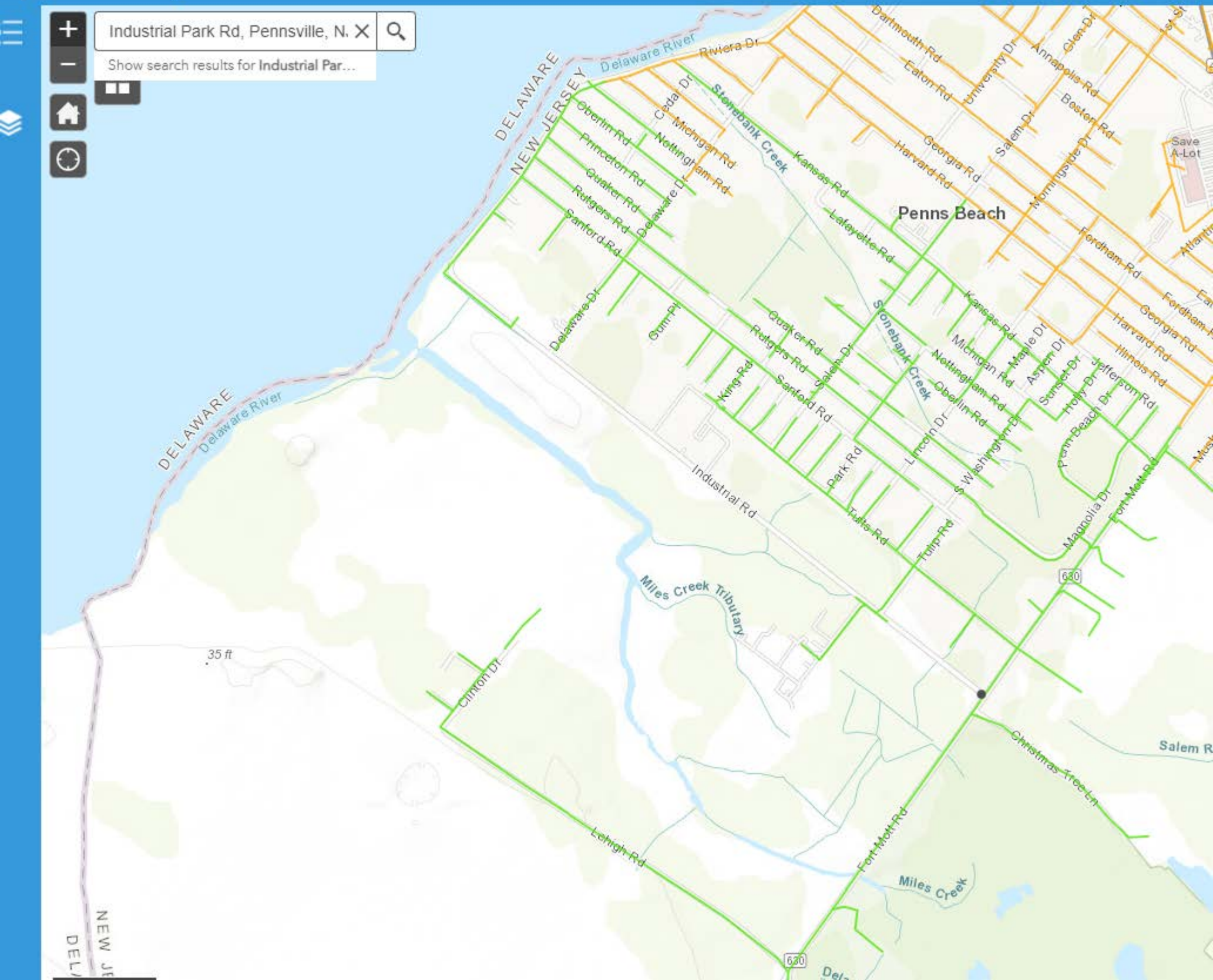




Industrial Park Rd, Pennsville, N. X



Show search results for Industrial Par...



## **Pennsville Landfill Solar Project (A) Community Solar Application PY2**

**Substantiating evidence of project cost**



## Pennsville Landfill Community Solar Project (A) of Size 2.7 MW

### Substantiating evidence of project cost

Project Size in Watt = 2,700,000 W	\$ Cost	\$/watt
Development Cost	\$ 216,000	\$ 0.08
Interconnection Estimate	\$ 405,000	\$ 0.15
Civil Construction	\$ 162,000	\$ 0.06
Solar Panels	\$ 1,080,000	\$ 0.40
Inverters	\$ 216,000	\$ 0.08
Racking (ballast)	\$ 486,000	\$ 0.18
Balance of System	\$ 540,000	\$ 0.20
Labor	\$ 1,620,000	\$ 0.60
EPC Profit	\$ 405,000	\$ 0.15
<b>Total</b>	<b>\$ 5,130,000</b>	<b>\$ 1.90</b>



## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**Substantiating evidence that the proposed community solar facility has been specifically designed or planned to preserve or enhance the site.**

Attached our Pollinator Plan for the Solar Project



A GUIDE TO POLLINATOR SOLAR FIELDS

FOR

COMMUNITY SOLAR FACILITIES & SOLAR PHOTOVOLTAIC FACILITY  
PENNSVILLE LANDFILL SOLAR, LLC  
BLOCK 4801, LOT 5

PENNSVILLE TOWNSHIP, SALEM COUNTY, NEW JERSEY

CES # – 3933

FEBRUARY 2021

Prepared for:

**Pennsville Landfill Solar, LLC**  
100 Century Center Court, Suite 501  
San Jose, CA 95112

Prepared by:



**CONSULTING ENGINEER SERVICES**

Professional Engineers, Planners, and Land Surveyors

645 Berlin-Cross Keys Road, Suite 1 Sicklerville, NJ 08081

(856) 228-2200

Fax (856) 232-2346



## **Introduction**

This report was developed to aid in successfully integrating native pollinator meadow plantings as part of the development of a community solar project within an existing landfill in Pennsville Township, Salem County, New Jersey (hereinafter referred to as the “Site”).

Projects such as solar fields, span over acres of land allowing the opportunity to develop pollinator-friendly landscapes. Establishing these sites properly, help to attract pollinators and provide benefits to the surrounding wildlife. By utilizing proper meadow species, these sites can also help reduce management costs over time.

## **Benefits of Pollinator Plantings**

Pollinators can be defined as a diverse group of animals that feed on the pollen and nectar produced by flowers or collect the plants’ oils and resin. During this process, the pollinator distributes the plants’ pollen from one plant to another, aiding the plant’s reproduction. The pollination process supports the productivity of both natural and agricultural landscapes. Pollinator habitat is vital to a healthy ecosystem, maintains air quality, stabilizes soils and supports other local wildlife.

Many pollinator populations and species are in decline. The Monarch Butterfly has seen close to 90% of its population diminished. The honeybee is another example of an important pollinator species declining. Without protecting proper feeding and nesting habitats, pollinators are unable to properly function and support a healthy ecosystem. The decline of these, along with other pollinators, is a serious problem that requires assistance.

Integrating pollinator friendly sites to solar field design is one strategy being utilized successfully. As an occupier of large tracts of land, solar farms can protect these pollinators by creating large pollinator friendly fields. These sites have the potential to create a beautiful landscapes, as well as provide wildlife food and habitat through the following:

- Providing food and habitat to birds, butterflies, bees and insects that pollinate flowers, plants and agricultural crops.
- Providing food, cover, shelter and nesting for some species of amphibians, birds, insets, mammals and reptiles.
- Significantly reducing wind and/or water erosion.
- Reducing the application/use of pesticides, which can also contribute to improving water quality.
- Increasing organic matter and water holding capacity of soils.
- Improving the aesthetic of the solar facility field.

## **Implementation Methodology**

Solar facilities often manage their site in a variety of ways to prevent shading to their solar panels. The following section helps to outline steps to a pollinator habitat and execution for a successful design. Selecting the correct native plant selection and choosing the correct geographical location will help a successful landscape take root. Helping to create an ideal habitat for pollinators is essential for the success of this type of landscape.





## ***Seed Choice and Establishment***

A functional pollinator landscape provides native seed mixes to support the pollinator habitats that are appropriate and adapted to the region and site. Vegetation height should be limited to under 3 feet so that it does not cover or shade the solar panels, thus allowing the solar facility to function at its highest efficiency. A variety of flowering species, that produce resources throughout multiple seasons, should be considered to help provide a variety of pollinators with different nectar and pollen. Various seed companies provide suggested seed mixes that provide ecological value throughout most months of the year, some of which can be tailored and/or are specifically for solar farm facilities with emphasis on pollinator attraction. One such company is Ernst Seeds out of Meadville, Pennsylvania which has a “VA Solar Pollinator 3’ Mix”.

### VA Solar Pollinator 3’ Mix:

○ 91.0%	‘Bad River’ Blue Grama	<i>Bouteloua gracilis</i> , ‘Bad River’
○ 4.0%	Butterfly Milkweed	<i>Asclepias tuberosa</i>
○ 2.0%	Patridge Pea (PA Ecotype)	<i>Chamaecrista fasciculata</i>
○ 2.0%	Sensitive Pea (NC Ecotype)	<i>Chamaecrista nictitans</i>
○ 0.5%	Sundrops	<i>Oenothera fruticosa</i> var. <i>fruticosa</i>
○ 0.5%	Hairy Beardtongue	<i>Penstemon hirsutus</i>

The “VA Solar Pollinator 3’ Mix” is one of many options that could be suited for establishment of a pollinator habitat on the Site. This mix could also be tailored to include more or less of a certain species or even omit anything too tall for proper solar facility management. The actual seed mixture and/or custom blend is expected to be approved by the Engineer.

## ***Site Preparation***

The preparation of the Site is critical in establishing a functional pollinator-friendly site. The ideal time to prepare the site for sowing seed mix would be immediately after construction of the solar array is completed. Existing vegetation should be mowed and treated with glysophate. Once the existing vegetation and root systems are completely dead, and adequate time has been provided to allow for the evaporation of chemicals, the seeding area should be raked clear of any rocks, thatch, sticks, or other extraneous debris.

## ***Planting and Maintenance***

It is recommended that seeds be planted in the early spring or fall. Seed should be applied by using a using a no-till seed drill or slit seeder. This application technique will minimize soil disturbance, which encourages the germination of weed species throughout the area. Seeding times and applications should be coordinated with the seed supplier’s recommendations. Spreading straw after seeding is recommended to help stabilize the soil while helping to keep the seeds moist for germination. Applying straw after seeding can also help to prevent wildlife from foraging on the seeds. Ernst Seeds recommendations for Tools and Seeding Methods are included in Appendix C of the report.



Pollinator-friendly sites are typically considered low-maintenance, which means some maintenance is needed beyond the first year of planting. Yearly inspections will be conducted to evaluate the plantings for survival, as well as to identify areas in need of restoration or enhancement. It is recommended to reseed any areas that have poor plant establishment following the first growing season after initial planting. This task of spreading seed can be done by hand. Mowing is also recommended to take place once or twice each fall, after the flowers have bloomed and dropped their seed, to an approximate height of 4-6 inches, to prepare the site for the next growing season.

The first 2-4 years of maintenance are crucial for establishing a successful pollinator-friendly site. Mowing is typically the most efficient strategy used during the first and second growing seasons. By the 3<sup>rd</sup> full growing season, after the plants have successfully established, maintenance can become more target controlled. Integrated Pest Management (IPM) can be one technique applied during this time and continually used on an “as-needed-basis” after the 3<sup>rd</sup> growing season. IPM consists of spotted treatments of certain herbicides, controlled by an expert, applied at targeted areas of concern. By the 5<sup>th</sup> and 6<sup>th</sup> growing season, the site should be able to naturally maintain itself and only require as needed mowing.

### ***Land Management***

Management of the Site can be classified by three categories: actions that will restore, maintain or enhance the pollinator habitat. The manager of the Site should understand the role that both large and small actions play in creating benefits to local and regional areas. *Restoring* natural vegetation to the Site is the simplest, and one of the most important actions to apply. Any area of the site that is not being directly developed with solar infrastructure should be restored to a natural habitat by using native species. *Maintaining* these areas using methods that minimize the disturbance and harm to the pollinators should be of utmost priority. This, again, is easily accomplished by planting only natives and excluding invasive species, mowing the landscape at appropriate times of the season and eliminating using harmful pesticide applications. These practices help to ensure a safe and successful landscape for pollinators and pollinator-friendly plants. Finally, to *enhance* the habitat using methods that attracts pollinators and provide diversity, by establishing a variety of flowering plants and shrubs that support pollination.

### **Conclusion**

The integration of pollinator plantings within the solar facility has potential to create a successful habitat that promotes pollination and a healthier ecosystem. This project offers a chance to help restore the wooded and environmentally sensitive landscapes that surround the site. The outline above will help to ensure the success of the project for years to come.





- Shrubs
  - American Witch-hazel *Hamamelis virginiana*
  - Spicebush *Lindera benzoin*
  - American Elderberry *Sambucus canadensis*
  - Blackhaw Viburnum *Viburnum prunifolium*
  - American Cranberrybush *Viburnum trilobum*

### **Lawn Access Tracks & Right-of-Way**

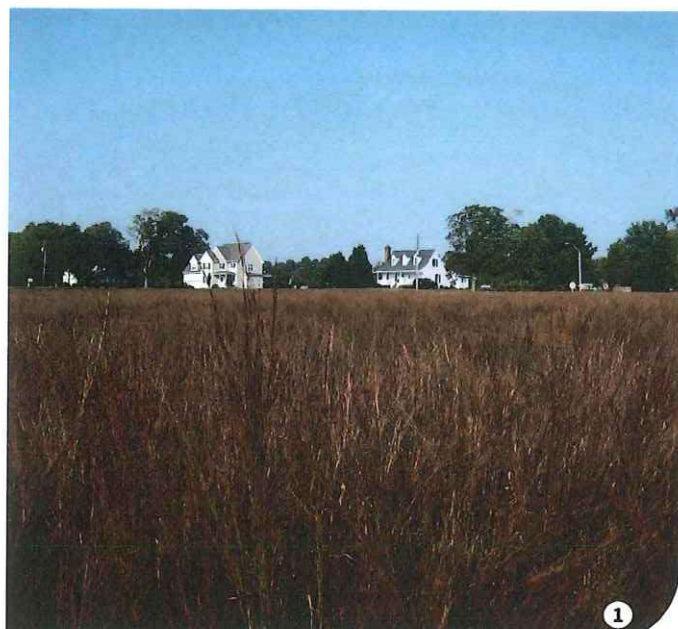
Along with the Native Planting Buffer Areas around the perimeter of the Site and the pollinator-friendly fields, there will also be access lawn tracks that allow vehicular traffic to get to the solar fields and any mechanical equipment areas. A 20' Easement has been created for each Project to allow for authorized vehicles to enter the premises. These access tracks will be planted with a mix of hardy grasses that allow for vehicles to access and service the Site daily without the need to construct more standard roadways throughout the site. Examples of seed mixtures recommended by Ernst Seeds are included in Appendix A of the report. This mix will be planted along the right-of-way at Love Lane and within access areas of the site. These areas will be maintained by “as-needed” mowing throughout the growing seasons. Typical lawn maintenance may be needed to avoid unwanted weeds and other vegetation taking over the site and competing with the pollinator vegetation. A natural blend of the lawn areas and the pollinator-friendly fields will likely occur, but any mowing should be strictly confined within the track areas until final mowing of the pollinator-friendly fields during the fall season.

### **Conclusion**

The integration of pollinator plantings within the solar facility has potential to create a successful habitat that promotes pollination and a healthier ecosystem. This project offers a chance to help restore the wooded and rural landscapes that surround the site. The outline above will help to ensure the success of the project for years to come.

**APPENDIX A**  
**UPLAND & MEADOW SITES**  
**PLANTING GUIDE**

## UPLAND & MEADOW SITES


**1**

**2**

Upland sites are characterized as being dry most of the year. Soils at these sites are well drained and may consist of sandy clay, sandy loam, loam or shale. The topsoil layer may be thin and subject to drought. If yours is a sandy site, refer to the Southeastern U.S. Sites Establishment Guide, p. 38.

*Upland examples:* Naturally rocky soil that has been subject to erosion or steep road cuts.

*Meadow examples:* Abandoned farm fields, previous lawns, vacant land or roadsides.

### SITE PREPARATION

If your site was previously a lawn or crop field to which herbicides were applied, it is important that you allow the appropriate interval for the residues of those herbicides to break down prior to planting your meadow. Some herbicide residues can prevent seedling germination.

Competition from invasive or undesirable vegetation is the most limiting factor in upland meadow preparation. Prior to planting, all such vegetation must be fully controlled. Typical control strategies include repeated tilling, smothering with black plastic or herbicides.

When using the tillage strategy, a site is disc harrowed every two to four weeks for a one to two-month period. The underlying premise of this process is that the root system of perennial species will be worn out to the point of killing the species. In addition, tillage will stimulate germination of dormant weed seed which will be killed by subsequent tillage. Planting should not occur until perennial species are completely killed.

Black plastic may also be used to kill weeds. It may be laid across tilled or untilled soil and anchored down by burying the edges in soil or laying boards or bricks across the surface. This protocol should be utilized during a growing season where the intent is to fall plant in the same year or spring plant the following year.

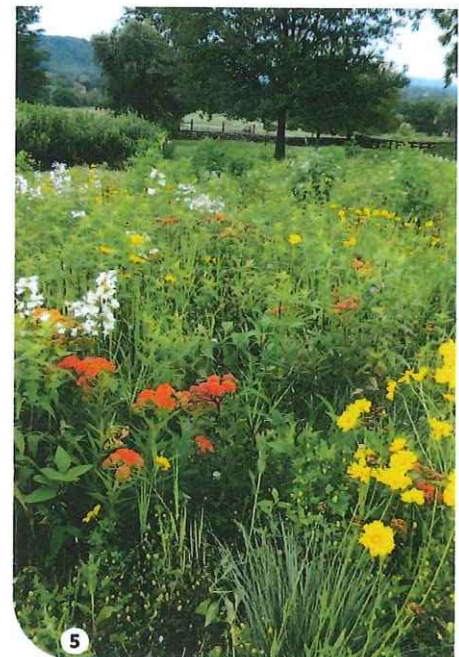
The application of an approved herbicide, such as glyphosate (Roundup® or Rodeo®), is the most common and least time-intensive protocol for controlling existing vegetation. Herbicides are most effective on actively growing plant tissues; therefore, they are very effective on new growth in the

#### CAPTIONS

1: A little bluestem meadow in North Carolina

2: A well-established meadow in northern Virginia





spring. Spraying should begin when growth is approximately 6" high. One to two weeks later, a follow-up application of spray may be made to address skips or persistent species. If substantial plant tissues remain on the surface following a full kill by herbicides, a close mowing, tillage or burning may be necessary to achieve good seed-to-soil contact.

**HABITAT:** Typically in full sun for at least half the day with good air circulation; generally occupied with UPL, FACU and FAC species.

**FERTILITY:** Natural fertility is usually adequate; fertilizer and lime are not needed (fertilizer often helps weeds and invasives). Check your soil pH and select species adapted to that pH.

**SEEDING METHOD:** Hand seed, broadcast seed, hydroseed or drill seed.

## MAINTENANCE

For seedings of annual wildflower mixes or annual & perennial wildflower mixes, problem weeds should be hand pulled.

For all other mixes:

## FIRST GROWING SEASON MAINTENANCE

Whenever canopy (overall vegetation) reaches a height of 18"-24", use a brush hog mower or string trimmer to trim the meadow to a height of 8" (Note: A lawn mower is not recommended as the mower height will be too low and native seedlings will be killed). This will reduce competition by fast-growing weeds for sunlight, water and nutrients needed by slow-growing perennial natives. Mowing should cease by mid-September.

Problem weeds should be hand pulled or spot sprayed with approved herbicides (such as Roundup® or Rodeo®).

### CAPTIONS

3: Native meadow in northern Virginia

4: Color, texture and diversity evident in a native meadow

5: A native meadow in northern Virginia



## **SECOND & SUBSEQUENT GROWING SEASON MAINTENANCE**

Prior to new spring growth reaching a height of 2" (e.g., shortly after forsythia or redbud blooms), trim any material standing from the previous year close to the ground (approximately 2"). This will allow the soil to warm more quickly, which will stimulate the emergence and growth of native seedlings and reduce the likelihood of the meadow being invaded by shrubs.

Problem weeds should be hand pulled or spot sprayed with an approved herbicide.

## **SPECIAL CIRCUMSTANCES - SECOND GROWING SEASON**

If you notice a heavy infestation of ragweed or foxtail in the second growing season, trim the meadow to a height of 8". Trimming should cease by mid-September.

**The following mixes are used in full sun with well-drained soils and provide food and/or cover for wildlife. Meadow and wildflower mixes provide food for insects, including native pollinators:**

- ERNMX-102-1 - Pipeline Mix with Switchgrass
- ERNMX-105 - Northeastern U.S. Roadside Native Mix
- ERNMX-110 - Ernst Native Biomass Mix for Strip Mines & Natural Gas Production Sites
- ERNMX-111 - Ernst Native Habitat for Strip Mines Mix
- ERNMX-115 - Biodiverse Polyculture Mix for Biomass Production & Wildlife Habitat
- ERNMX-117 - Warm Season Grass Mix
- ERNMX-117 PLS - Warm Season Grass Mix
- ERNMX-123 - Native Upland Wildlife Forage & Cover Meadow Mix
- ERNMX-125 - Northeastern U.S. Roadside Native Mix without Grasses
- ERNMX-153 - Showy Northeast Native Wildflower & Grass Mix
- ERNMX-153-1 - Showy Northeast Native Wildflower Mix
- ERNMX-155 - Deer-Resistant Meadow Mix
- ERNMX-156 - Low-Growing Wildflower & Grass Mix
- ERNMX-166 - Plateau-Tolerant Wildflower & Grass Mix
- ERNMX-166-1 - Plateau-Tolerant Wildflower Mix
- ERNMX-167 - Annual Wildflower Mix
- ERNMX-168 - Northeast Annual & Perennial Wildflower Mix
- ERNMX-169 - Southeast Annual & Perennial Wildflower Mix
- ERNMX-170 - Annual & Perennial Wildlife Food Plot Mix
- ERNMX-171 - Multi-Purpose/Multi-Year Wildlife Food & Shelter Mix
- ERNMX-172 - Maryland Upland Mix
- ERNMX-173 - Eastern Native Habitat & CREP Mix
- ERNMX-174 - Virginia Gentleman's Mix
- ERNMX-177 - Eastern Ecotype Native Grass Mix
- ERNMX-187 - Southeastern U.S. Roadside Native Mix

*Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.*

*Ernst Conservation Seeds has developed hundreds of mixes for these types of projects. For additional mixes, including state-specific mixes, please visit [www.ernstseed.com](http://www.ernstseed.com).*

**DISCLAIMER:** The information in this review of practices is the result of more than 50 years of experience in seed production. Ernst Conservation Seeds has been supplying seeds and consulting in the reseeding of tens of thousands of acres of roadsides, surfacemined lands, conservation and restoration sites in eastern North America, as well as growing and supplying seed and consulting in the planting of hundreds of thousands of acres of CRP/CREP-related areas for erosion control and wildlife habitat. All of these practices are opinion only and our best advice as a result of these experiences. These recommendations do not cover all of the conditions that will be encountered in the field. All of the information is for individual consideration. Ernst Conservation Seeds is not responsible for conditions that will be encountered in individual situations. The use of brand names does not represent our endorsement of a specific product; rather, it represents our experience only and has not necessarily been replicated in peer-reviewed research. The use of chemical pest control agents is subject to manufacturers' instructions and labeling, as well as federal, state and local regulations.

**APPENDIX B**  
**TOOLS AND SEEDING METHODS**  
**PLANTING GUIDE**



## TOOLS AND SEEDING METHODS

### MINIMUM-TILL EQUIPMENT

Minimum-till equipment is used to incorporate a portion of the surface vegetation into the soil and level uneven surfaces. One of the most common tools is a disc, which cuts through vegetation, sod or hard soil and partly turns or tills it into the soil surface.

Similar equipment that turns part of the vegetative residue into the soil surface is known as Aerway® or Turbo® Till. Chisel plows drag through and turn part of the surface vegetation into the soil. Chisel plows generally leave the soil surface rough, which will require further treatment with a disc or similar tool to make it smooth enough to plant and harvest.



### ROTOTILLER

A rototiller is used to pulverize the soil with rotating blades and incorporate soil amendments and surface vegetation. Most units till up to 6" deep.



### CHISEL PLOW

A chisel plow is a minimum-till plow because it does not dislodge or turn over the entire soil profile the way a moldboard plow does. Chisel plowing is primarily used for deep tillage loosening while leaving a high percentage of debris on top. The plow typically has C-shaped shanks mounted on dual coil springs and the frame, shanks and springs are of sufficient weight, size and strength to provide an 8"-12" cutting depth. The depth of a chisel plow can be adjusted to till shallow or deep. This plow is also used for breaking up hardpan and compacted areas, which is followed by a disc harrow, tandem disc harrow or offset disc harrow of sufficient weight and size to provide a 6"-8" cutting depth.



### TRACKING

Tracking is the use of a crawler or rubber-tired tractor to make depressions and firm loose soil after construction or tilling. The depressions make local pockets in which seed and water can collect until they infiltrate the soil which aids in germination. The firm, but not compacted, seedbed will not dry out as quickly as loose soil.







## DRILL SEEDING

Drill seeding is a mechanical means of creating a furrow (opening) in the soil surface and metering the seed in at a uniform rate.

Conventional drills are capable of working in tilled and partly tilled soil. No-till drills are designed to work in soil that has not been tilled because they have heavy openers to cut through vegetation and sod, making a furrow for seed placement. However, they can work in tilled soil with the proper adjustment. The unit contains discs equipped with springs that aid in loosening the soil. All drills should be equipped with a closing or packing wheel that follows the seed placement. A special seed box is required for handling small or fluffy seed like that of many wildflowers and native grasses. Drills that can meter fluffy seed, such as that of little bluestem, big bluestem and indiangrass, need special agitation and metering equipment to handle these seeds. Switchgrass can be planted using any drill with a small seed box that can meter low rates of small seed. A drill used to plant warm season grasses must be capable of placing seed 1/4"-1/2" deep into a firm seedbed.

Calibrating a drill or broadcast seeder depends on seed bulk density and required application rates. Many native and naturalized seed mixes contain a mix of large fluffy seed and small dense seed. Some drills have special seed boxes that can meter large fluffy seed. Many native seed mixes are planted at 10-20 lb per acre (1/4-1/2 lb per 1,000 sq ft).

A simple method for calibrating a seeder is to add a bulking agent (such as kitty litter) to create an even flow of seed. Add 40-50 lb of a bulking agent to 10 lb of seed and calibrate for 50-60 lb per acre (1 lb bulking agent to 1/4 lb of seed per 1,000 sq ft). Divide the seed into proportional areas of the project. Start seeding at a lower rate than the calculated rate. If possible, plan on seeding half of the seed in one direction and make a second pass with the remaining half of the seed in a direction perpendicular to the first direction.

A drill seeder is practical for seeding several acres or more in areas where slopes aren't too steep. It generally has an 8' minimum width and contains a seed hopper capable of seeding a 6' width and row spacing of approximately 7". Some of the best drills are manufactured by Truax Company, Inc.



## HAND SEEDING

Seeding with machinery is not always effective or efficient for small plots or on difficult terrain. Hand seeding is easily accomplished when the seed is mixed with a bulking agent (such as kitty litter). Hand seeding means literally casting the seed onto the ground surface by hand. An experienced person can seed effectively with this method, while an inexperienced person can become effective with very little practice. The biggest challenge is coordinating the step-and-throw action to improve uniformity of seed placement. Divide the seeding area and seed mix into several small equal sections and hand cast the seed in two directions. Follow hand seeding up with hydromulch and a light raking or rolling to achieve good seed-to-soil contact. Do not roll or track the seed if the soil is wet.



## HYDROSEEDING

A hydroseeder combines water, seed, fertilizer and, sometimes, hydromulch into a mix that is then pumped through a nozzle and sprayed uniformly over the area to be seeded. Hydroseeders can distribute this mix at a distance of 150' or more which allows for the ability to seed terrain that may not be accessible by other seeding methods; namely, steep slopes, roadside cuts or sites that are too wet. The use of hydromulch assists in seed placement and helps to reduce erosion on slopes. Depending on site conditions, the use of erosion control blankets or straw mulch may be needed to cover the seed. Many native seeds should be broadcast with little mulch in the mix. A small amount of mulch can be applied with the seed as a marker, but must be limited to a minimum as native seeds will not germinate if suspended in the mulch with little or no seed-to-soil contact. A secondary application of mulch may be applied on top.



## BROADCAST SEEDING

A broadcast seeder consists of a hopper with a material regulating system in the bottom that feeds material either onto a spinner or directly onto the soil. This system is commonly used to spread seed, fertilizer, lime and other granular products. Some materials have difficulty getting through the regulating mechanism in some broadcast seeders. For these systems, the use of a flow-enhancing material (such as kitty litter) mixed with the seed will aid in uniformity and enable the system to handle the seed. Spread half of the seed in one direction (horizontally) and the remaining seed in the other direction (vertically). Follow by rolling or tracking the seed to achieve good seed-to-soil contact. Do not roll or track the seed if the soil is wet. Cover with a light layer of straw mulch.







### **CULTIPACKING**

A cultipacker is an excellent way of covering the seed with a minimum amount of soil to ensure proper seed-to-soil contact. It resembles a large rolling pin with evenly spaced ridges and dimples. The cultipacker's primary functions are to break up clods, remove excess air spaces from loose soil and smooth the soil surface. This method consists of heavy-duty smooth, spoke or crowfoot rollers that provide clod-breaking and smoothing capabilities. As with any tillage, it is important not to overwork the soil or work it when it is too wet.



### **SPRAYER**

Sprayers come in various sizes and styles, including common hand-held units like that shown here. These are often preferred for carefully targeted spraying of unwanted or invasive vegetation. Larger areas may be effectively sprayed using tractor- or ATV-drawn tank units.

Use of herbicides to control undesirable vegetation can be an important part of an integrated pest management (IPM) program when used according to the manufacturer's label. Prior to using any herbicide, read the label for safe handling and application information. Many herbicides are only available to licensed applicators. When these are needed, employ a licensed professional.



### **STRAW MULCHING**

A straw-mulch blower is used to distribute mulch over a seeded area. It consists of a slide (or chute) in which to feed the mulch, chopper blades for chopping and breaking up the mulch and a blower for spreading the mulch over large areas. Straw mulch can be spread by hand in smaller areas. Note: To minimize potential weed issues, it is important to use weed-free straw.



### DISCBINE MOWER

A discbine mower is a hay-harvesting machine with high-speed rotary discs that mow biomass for baling and assembles the material into a windrow.



### ROTARY MOWER

A rotary mower easily mows existing vegetation. Heavy-duty rotary mowers can be utilized as brush hogs to tame heavy grass and light brush, such as multiflora rose, honeysuckle and small tree seedlings. Heavy vegetation on under-utilized fields is difficult to mow with a discbine or sickle bar mower.

**NOTE:** Mowing during the growing season should not be necessary after the establishment year unless it is being used in lieu of herbicides to control weeds. In such cases, mowing height should be no lower than 8".

To prevent succession of woody species, an important aspect of the maintenance program for an established meadow is an early spring mowing that is close to the ground (2"). Mowing should be done every one to three years in late winter or early spring, shortly before spring nesting season. This will leave cover and food for wildlife through the winter without disrupting the nesting of grassland birds.

In the second year, an adequate native meadow stand should have one to two plants per square foot, which will not (and should not) look like a lawn. Warm season grasses establish faster with good fertility and adequate, but not excessive, moisture. With ideal conditions, species may reach mature size in two years.



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## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.**





February 3, 2021

**Aida Camacho, Secretary of the Board**  
**New Jersey Board of Public Utilities**  
**44 South Clinton Avenue, 7<sup>th</sup> Floor**  
**PO Box 350**  
**Trenton, New Jersey 08625**

**Re: Evidence of experience on projects serving LMI communities**  
**Pennsville Landfill Community Solar Project (A) of Size 2.7 MW**

**Dear Ms. Camacho,**

On behalf of Trina Solar, your co-development partner on the Montague, NJ community solar projects we write this letter to help explain our experience with both community solar and with subscribing low to moderate income residential households (LMI).

The Director of Project Development for Trina Solar is Bradd Forstein, a solar industry veteran who has been involved in the development, subscription & management of community solar projects in more than 9 different states. In total, Mr. Forstein has completed over 75 MW of community solar projects of which over 20 MW have had LMI subscribers.

Mr. Forstein's expertise in customer acquisition and management will be used in order to secure the required majority percentage of LMI households. As with many community solar projects, when entering a new state, there is a lot of uncertainty and misunderstanding of what options are being offered. Historically, we have worked with local governmental and non-profit groups to garner support and to bring their trusted citizens and members forward to sign up for such a great program. Similar tactics will be used for this project in this region of New Jersey.

We have already met with the township of Montague and have their support for signing up some of their residents and will be engaging with additional adjacent communities that are in the same utility territory.

Thank you and we look forward to making this project a success in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradd Forstein".

Bradd Forstein  
Director of Project Development



## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**Evidence that the proposed project is being developed by or in partnership and collaboration with the municipality in which the project is located.**

**Attached:**

- 1-Township Resolution to support the Project and the Community Solar Application
- 2-The Mayor Engagement Letter.





**TOWNSHIP OF PENNSVILLE  
RESOLUTION NO. 67-2021**

Title: A Resolution of the Township Committee of the Township of Pennsville Authorizing the Township's Mayor to execute various documents associated with and in furtherance of the Township's designation of Trina Solar US SBU, LLC as the Redeveloper for that project commonly known as "Township of Pennsville Renewable Energy Redevelopment Project"

**WHEREAS**, by Resolution No. 288-2020, adopted on December 10, 2020, the Mayor and members of the Township Committee of the Township of Pennsville (hereinafter "Committee") authorized the Township's Mayor to execute a Redevelopment Agreement with Trina Solar US SBU, LLC (hereinafter "Trina"); and

**WHEREAS**, the Redevelopment Agreement set forth above contemplates an application by the Redeveloper for the NJBPU Community Solar Program; and

**WHEREAS**, Section 6.7 of the Redevelopment Agreement requires the parties to cooperate in order to effectuate the purposes of the Redevelopment Agreement; and

**WHEREAS**, in accordance with the aforesaid Redevelopment Agreement and consistent herewith, Trina has requested the following:

1. A Committee Resolution authorizing the Township's Mayor to endorse Trina's NJBPU Community Solar Program Applications.
2. A Committee Resolution authorizing the Mayor to execute a "Letter of Support" for Trina's Community Solar projects.
3. A Committee Resolution authorizing the Mayor to authorize the installation of one EV Charging Station at a location to be determined and acceptable to the Township.
4. A Committee Resolution authorizing the Township's Mayor to execute any and all documents necessary for Trina to conduct an Energy Audit of the Township's buildings and facilities.
5. A Committee Resolution memorializing the Township Committee's conceptual support of the NJBPU Community Solar "Opt-In Program" that will allow Pennsville residents to subscribe to Community Solar.

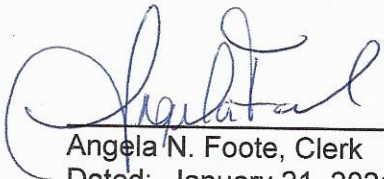
**WHEREAS**, the Township Solicitor has advised the Committee that the Trina's requests are consistent with the aforesaid Redevelopment Agreement; and

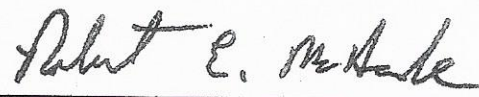
**WHEREAS**, the Committee has determined that Trina's requests are consistent with the Townships obligations under the aforesaid Redevelopment Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and members of the Township Committee of the Township of Pennsville that:

1. The Mayor and Township Committee hereby adopt the facts and determinations as set forth in the preamble of this Resolution as if the same were more fully set forth herein at length, and the facts and determinations shall have the same binding effect as the paragraphs set forth herein below.
2. The Township's Mayor is hereby authorized to execute any and all documents associated with Trina's requests # 1-4, as set forth above as the Mayor shall determine in his sole discretion to be necessary and appropriate.

**BE IT FURTHER RESOLVED**, that the Committee hereby memorializes their "conceptual support" of the NJBPU Community Solar "Opt-In Program".

  
 Angela N. Foote, Clerk  
 Dated: January 21, 2021

  
 Robert E. McDade, Mayor

#### Record of Vote

Member	Aye	Nay	N.V.	A.B.	Res.	Sec.
Chastain	X				X	
Cook	X					X
McDade	X					
Neu	X					
Raine	X					

X indicates N.V.-Not Voting A.B.-Absent Res.-Resolution Moved Sec.-Resolution Seconded





THE TOWNSHIP OF PENNSVILLE  
Salem County, New Jersey

Municipal Building  
90 North Broadway, Pennsville, NJ 08070

Telephone: (856) 678-3089  
Fax: (856) 678-9428

February 3, 2021

Aida Camacho, Secretary of the Board  
New Jersey Board of Public Utilities  
44 South Clinton Avenue, 7th Floor  
PO Box 350  
Trenton, New Jersey 08625

Re: Community Engagement and Support Letter  
Community Solar Applications, "Project A" and "Project C"  
Pennsville Township, New Jersey

Dear Ms. Camacho,

Please be advised that the Pennsville Landfill Solar LLC Community Solar projects have the full support of the Township of Pennsville. In that regard, attached is a unanimous Township Committee Resolution authorizing me, as Mayor, to provide this letter of support of the Pennsville Landfill Solar applications for participation in the NJBPU Community Solar Pilot Program.

The project areas are located on a former municipal landfill which was deemed an area in need of redevelopment in 2010 in accordance with the NJ Local Redevelopment and Housing Law. The landfill has always been designated by the Township as a location for renewable energy production. On December 10, 2020, the Township Committee designated Pennsville Landfill Solar (a Trina Solar company) Redeveloper of the project areas due to Trina Solar being not only a world leading solar panel and storage manufacturer, but also a global leader in solar project development.

Through the Township's and Pennsville Landfill Solar's outreach to the community, including various open public meetings held by the Township's Committee and Planning Board throughout the Redevelopment process, Pennsville Landfill Solar has provided detailed guidance and analysis about solar energy in support of the Township Planning Board's review of the Redevelopment Plan, and has also provided detailed guidance and analysis, and has provided and been available to provide expert testimony, about the Community Solar Pilot Program and solar energy in general in support of the Township Committee's adoption of the Redevelopment Plan, designation of Pennsville Landfill Solar as Redeveloper and actions taken by the Township Committee in support of the proposed Community Solar projects.

Pennsville Landfill Solar is committed to design and develop "True" community solar projects to serve the residents of Pennsville, many of which have been historically impacted by the petrochemical industry in the region, providing environmental justice to our residents. In addition, the Township has roughly double the number of veteran residents than most New Jersey municipalities many of which are disabled. Pennsville Landfill Solar will actively encourage disabled veterans and low and moderate income residents

to subscribe to Community Solar. The second project, Landfill "Project C", is slated to be 100% low and moderate income subscribers furthering social and economic justice.

Further, as a result of the Redevelopment, including not only the "Project A" project but additional solar projects located within the Redevelopment Area, 100% of the Township's electrical demand will be satisfied by solar energy.

The Township looks forward to working with Pennsville Landfill Solar to complete these projects thereby creating local jobs, municipal lease revenues, and financial savings through reduced energy bills for both the Township and its residents while further promoting the greater societal benefits associated with renewable energy.

For all these reasons, the Township fully supports these projects and respectfully requests that the NJBPU approve Pennsville Landfill Solar's two Community Solar Pilot Program Year 2 applications. Participation in the Program will greatly benefit the Township and its residents.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert McDade".

Mayor Robert McDade

## **Pennsville Landfill Solar Project (A)**

### **Community Solar Application PY2**

**Evidence that the proposed project is being developed with support and in consultation with the community in which the project is located.**

Attached all the emails that have been sent out to the Community organizations and some of their positive feedback.



**From:** [Julie Acton](#)  
**To:** [Daoud\\_Angie\\_TS/ISBU](#)  
**Subject:** RE: Township of Pennsville Community Solar Project  
**Date:** Friday, January 29, 2021 12:43:06 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Good afternoon,

I am in receipt of your letter regarding Pennsville Landfill Solar, LLC Community Solar Projects.

I was wondering if you could assess the Salem County Improvement Authority, Solid Waste Division?

I am interested in your thoughts and ideas for our facility.

I will make myself available to meet with you.

Take care,

*Julie A. Acton*

Executive Director

Salem County Improvement Authority

286 Welchville Road; PO Box 890

Alloway, NJ 08001

(856) 935-7900 ext. 15

---

**From:** Daoud\_Angie TS/ISBU <angie.daoud@trinasolar.com>

**Sent:** Tuesday, January 26, 2021 3:11 PM

**To:** Julie Acton <JActon@scianj.org>

**Subject:** Township of Pennsville Community Solar Project

**Importance:** High

Hi Ms. Acton,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate.

This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

For that reason, I'm sending out this email to inform you of the project and if your organization would be interested in supporting the Town and the project.

Please find attached a detailed letter of engagement to explain more about our project and how you can get engaged on this opportunity.

We hope we receive a letter of support from your group.

I have addressed the letter to yourself but please let me know if I need to direct the letter to other people in your organization who would be more involved in this matter.

Thanks for your time and looking forward to hearing from you.

My best,

Angie Daoud

Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538



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**DISCLAIMER:**

*Considering the means of transmission, we do not undertake any liability with respect to the information being communicated through this Email for discussion purpose. The final terms and agreements stated in the formal Agreements shall supersede any communication information for discussion purpose by e-mail or oral discussion, and shall be the only enforceable obligations binding only the specific legal entity under Trina Group. Please advise immediately if you or your employer spotted any discrepancy or have any disagreements.*





January 26<sup>th</sup>, 2021

**Salem County Improvement Authority  
SCIA/SWD**

Attn: Ms. Julie Acton  
SCIA Executive Director  
PO Box 890  
Alloway, NJ 08001-0890

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Ms. Acton,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

The Township of Pennsville has selected Pennsville Landfill Solar LLC, a Single Project Entity owned by **Trina Solar**, to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land. The Township will have ongoing municipal involvement in the approval of the design, development and operation of the Community Solar Projects. The Township of Pennsville is also purchasing a large majority of its power from the project(s) saving the taxpayers a significant amount of money each year for a minimum of the next 25 years.

Pennsville Landfill Solar LLC is also collaborating with local community organizations to engage with local citizens and businesses to help make the community aware of the opportunity and to facilitate subscriber registration. Through the community consultative process, Pennsville Landfill Solar is requesting a letter of support from community organizations demonstrating their awareness and support of the project.

With your organization's support, Pennsville Landfill Solar LLC will be able to develop large scale solar arrays and through a subscriber company, sell the power not only to the Township of Pennsville but also to Low- and Moderate-Income Subscribers, including Pennsville residents on a fixed income, retirees, disabled veterans and other residents who meet the income qualifications.

Our goal is to have true community solar projects serving the Township of Pennsville.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate. This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

At this early juncture, it is important for us to engage with the community to see if there is interest in the project? Is it your organizations opinion that many of the local Residents would like the opportunity to buy clean, renewable solar energy that would







save them 20% or more on their electric bills from a local source? If so, please respond to this letter with a letter of support or interest.

Any letter of support or interest your organization provides does not in any way bind your organization and this request for a letter is not a solicitation for subscribers. If the project receives NJBPU Community Solar approval, a NJBPU licensed Community Solar Subscriber Organization will then be reaching out to the community for subscriber or customers.

If your organization would like to discuss this opportunity further, please contact me via email. I have provided an email address below as the best way to reach me for inquiries regarding Pennsville Landfill Solar and the Community Solar program.

We are excited to have partnered with the Township of Pennsville and to bring clean, renewable solar energy to the Pennsville community.

Sincerely,  
Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [jennifer@saalemcountychamber.com](mailto:jennifer@saalemcountychamber.com)  
**To:** [Daoud\\_Angie\\_TS/ISBU](#)  
**Subject:** RE: Community Solar Engagement Letter  
**Date:** Tuesday, January 26, 2021 2:46:24 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you, Angie. I've passed this along to Salem Community College, they are our landlord and this could mean a real savings for them. Great talking with you yesterday as well.

Best wishes for this endeavor.

Jennifer Jones  
Executive Director & COO  
Salem County Chamber of Commerce

-----Original Message-----

From: "Daoud\_Angie TS/ISBU" <[angie.daoud@trinasolar.com](mailto:angie.daoud@trinasolar.com)>  
Sent: Tuesday, January 26, 2021 2:33pm  
To: "Jennifer@saalemcountychamber.com" <[Jennifer@saalemcountychamber.com](mailto:Jennifer@saalemcountychamber.com)>  
Subject: Community Solar Engagement Letter

Hi Jennifer,

It was nice talking to you yesterday.

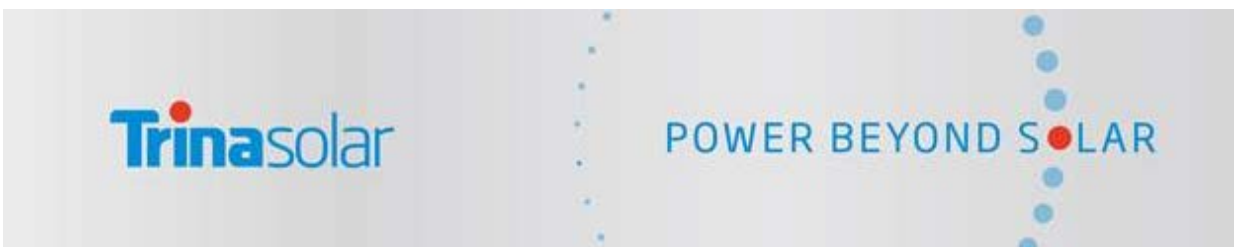
As I explained to you before the new Community Solar Project our company, Trina Solar, is constructing with the Town of Pennsville in order to offer savings on residents and organizations energy bills.

Please find attached our engagement letter. I know you are leasing the office but maybe if you pass it along to the landlord, he would be interested in saving on his/her power bills and going green as well.

Thanks again.

My best,  
*Angie Daoud*  
Senior Project Manager  
International System Business Unit

Phone: +1 732 501 8775  
Address: 7100 Stevenson Blvd Fremont, CA 94538



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January 25<sup>th</sup>, 2021

**Salem County Chamber of Commerce**

**Attn:** Jennifer Jones, Executive Director

Salem Center – Room 109

174 E. Broadway, PO Box 71

Salem, New Jersey 08079

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Ms. Jones,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

The Township of Pennsville has selected Pennsville Landfill Solar LLC, Pennsville Landfill Solar LLC, a Single Project Entity owned by **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land. The Township will have ongoing municipal involvement in the approval of the design, development and operation of the Community Solar Projects. The Township of Pennsville is also purchasing a large majority of its power from the project(s) saving the taxpayers a significant amount of money each year for a minimum of the next 25 years.

Pennsville Landfill Solar LLC is also collaborating with local community organizations to engage with local citizens and businesses to help make the community aware of the opportunity and to facilitate subscriber registration. Through the community consultative process, Pennsville Landfill Solar is requesting a letter of support from community organizations demonstrating their awareness and support of the project.

With your organization's support, Pennsville Landfill Solar LLC will be able to develop large scale solar arrays and through a subscriber company, sell the power not only to the Township of Pennsville but also to Low- and Moderate-Income Subscribers, including Pennsville residents on a fixed income, retirees, disabled veterans and other residents who meet the income qualifications.

Our goal is to have true community solar projects serving the Township of Pennsville.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate. This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

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We are excited to have partnered with the Township of Pennsville and to bring clean, renewable solar energy to the Pennsville community.

Sincerely,  
Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [dacongleton@comcast.net](mailto:dacongleton@comcast.net)  
**To:** [Daoud\\_Angie TS/ISBU](#)  
**Subject:** Re: Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 4:53:36 PM

---

Angie,  
I will no longer be a Pennsville resident. I am retiring and moving out of state in early February.  
Blessing on your project.  
Rev. Dan Congleton

Sent from my iPhone

On Jan 26, 2021, at 4:21 PM, Daoud\_Angie TS/ISBU  
<[angie.daoud@trinasolar.com](mailto:angie.daoud@trinasolar.com)> wrote:

Dear Rev. Congleton,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate.

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For that reason, I'm sending out this email to inform you of the project and if your organization would be interested in supporting the Town and the project.

Please find attached a detailed letter of engagement to explain more about our project and how you can get engaged on this opportunity.

We hope we receive a letter of support from your group.

I have addressed the letter to yourself but please let me know if I need to direct the letter to other people in your organization who would be more involved in this matter.

Thanks for your time and looking forward to hearing from you.

My best,  
[Angie Daoud](#)  
Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538

[<image001.jpg>](#)

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

**CONFIDENTIALITY NOTE:**

*This e-mail and any file transmitted with it may contain material that is confidential, privileged for the sole use of the intended recipient. If you are not the intended recipient of this e-mail, please do not read this e-mail and notify us immediately by reply e-mail and then delete this message and any file attached from your system. You should not copy or use it for any purpose, disclose the contents of the same to any other person or forward it without express permission.*

**DISCLAIMER:**

*Considering the means of transmission, we do not undertake any liability with respect to the information being communicated through this Email for discussion purpose. The final terms and agreements stated in the formal Agreements shall supersede any communication information for discussion purpose by e-mail or oral discussion, and shall be the only enforceable obligations binding only the specific legal entity under Trina Group. Please advise immediately if you or your employer spotted any discrepancy or have any disagreements.*

<Pennsville Community Engagement Letter\_Lutheran Church\_1-26-2021.pdf>



January 26<sup>th</sup>, 2021

Lutheran Church of St Ambrose  
Attn: Rev. Daniel A. Congleton  
443 S Broadway,  
Pennsville, NJ 08070

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Rev. Congleton,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

The Township of Pennsville has selected Pennsville Landfill Solar LLC, a Single Project Entity owned by **Trina Solar**, to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land. The Township will have ongoing municipal involvement in the approval of the design, development and operation of the Community Solar Projects. The Township of Pennsville is also purchasing a large majority of its power from the project(s) saving the taxpayers a significant amount of money each year for a minimum of the next 25 years.

Pennsville Landfill Solar LLC is also collaborating with local community organizations to engage with local citizens and businesses to help make the community aware of the opportunity and to facilitate subscriber registration. Through the community consultative process, Pennsville Landfill Solar is requesting a letter of support from community organizations demonstrating their awareness and support of the project.

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Sincerely,  
Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [Glen Donelson](#)  
**To:** [Daoud\\_Angie TS/ISBU](#)  
**Subject:** RE: Township of Pennsville Community Solar Project  
**Date:** Wednesday, January 27, 2021 12:25:42 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
**Importance:** High

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Thank you for your email in regards to the Community Solar project that your company has been selected to do in Pennsville. Since I am a member of the Pennsville Township Planning/Zoning Board I do not want to prejudice the project in anyway if it needs to come to the Planning Board.

Regards, and stay safe.

Glen Donelson

---

**From:** Daoud\_Angie TS/ISBU [mailto:[angie.daoud@trinasolar.com](mailto:angie.daoud@trinasolar.com)]  
**Sent:** Tuesday, January 26, 2021 4:02 PM  
**To:** Glen Donelson  
**Subject:** Township of Pennsville Community Solar Project  
**Importance:** High

Hi Mr. Donelson,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate. This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

For that reason, I'm sending out this email to inform you of the project and if your organization would be interested in supporting the Town and the project.

Please find attached a detailed letter of engagement to explain more about our project and how you can get engaged on this opportunity.

We hope we receive a letter of support from your group.

I have addressed the letter to yourself but please let me know if I need to direct the letter to other people in your organization who would be more involved in this matter.

Thanks for your time and looking forward to hearing from you.

My best,  
*Angie Daoud*  
Senior Project Manager  
International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538



**CONFIDENTIALITY NOTE:**

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January 26<sup>th</sup>, 2021

Food Distribution Center  
Mid-Atlantic States Career and Education Center  
Attn: H. Glen Donelson  
President & CEO  
391 S Broadway,  
Pennsville, NJ 08070

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Mr. Donelson,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

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Sincerely,  
Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [Daoud Angie TS/ISBU](#)  
**To:** [sholmes@pracnj.com](mailto:sholmes@pracnj.com)  
**Bcc:** [Forstein Bradd TS/ISBU](#); [John Renz](#)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 2:53:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter P.A.R.C. 1-26-2021.pdf](#)  
**Importance:** High

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Hi Ms. Holmes,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

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Please find attached a detailed letter of engagement to explain more about our project and how you can get engaged on this opportunity.

We hope we receive a letter of support from your group.

I have addressed the letter to Mr. Ralph Padilla, Chief Executive Officer, but please let me know if I need to direct the letter to other people in your organization who would be more involved in this matter.

Thanks for your time and looking forward to hearing from you.

My best,

*Angie Daoud*

Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538



January 26<sup>th</sup>, 2021

**P.R.A.C. of Southern N.J.**

Attn: Ralph Padilla, Chief Executive Officer  
114 East Main St.  
Penns Grove, NJ 08069

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Mr. Ralph Padilla,

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[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
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**From:** [Daoud Angie TS/ISBU](#)  
**To:** [brian@parkbible.org](mailto:brian@parkbible.org)  
**Cc:** [contact@parkbible.org](mailto:contact@parkbible.org)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 4:35:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter Park Bible 1-26-2021.pdf](#)  
**Importance:** High

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Dear Pastor Brian,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

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Thanks for your time and looking forward to hearing from you.

My best,

*Angie Daoud*

Senior Project Manager  
International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538





POWER BEYOND SOLAR





January 26<sup>th</sup>, 2021

Park Bible Baptist Church

Attn: Pastor Brian

95 Sparks Ave,

Pennsville, NJ 08070

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Pastor Brian,

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[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [Daoud Angie TS/ISBU](#)  
**To:** [debradrs@aol.com](mailto:debradrs@aol.com)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 4:32:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter Christian Life Center 1-26-2021.pdf](#)  
**Importance:** High

---

Hi Mr. Ted Smulski,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

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Thanks for your time and looking forward to hearing from you.

My best,

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Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538

**Trina**solar

POWER BEYOND SOLAR







January 26<sup>th</sup>, 2021

Christian Life Center  
Attn: Mr. Ted Smulski  
Board of Directors  
670 S Broadway,  
Pennsville, NJ 08070

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Mr. Ted Smulski,

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Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [Daoud Angie TS/ISBU](#)  
**To:** [eadams@arcsalem.com](mailto:eadams@arcsalem.com)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 3:40:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter Arc of Salem 1-26-2021.pdf](#)  
**Importance:** High

---

Hi Mr. Adams,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

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My best,

*Angie Daoud*

Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538

**Trina**solar

POWER BEYOND SOLAR





January 26<sup>th</sup>, 2021

The Arc of Salem County

Attn: Edward H. Adams Jr.

Facilities manager

P.O. Box 5

Salem, NJ 08079

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Ms. Adams,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

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Our goal is to have true community solar projects serving the Township of Pennsville.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate. This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

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Any letter of support or interest your organization provides does not in any way bind your organization and this request for a letter is not a solicitation for subscribers. If the project receives NJBPU Community Solar approval, a NJBPU licensed Community Solar Subscriber Organization will then be reaching out to the community for subscriber or customers.

If your organization would like to discuss this opportunity further, please contact me via email. I have provided an email address below as the best way to reach me for inquiries regarding Pennsville Landfill Solar and the Community Solar program.

We are excited to have partnered with the Township of Pennsville and to bring clean, renewable solar energy to the Pennsville community.

Sincerely,  
Angie Daoud, Senior Project Manager  
[Angie.daoud@trinasolar.com](mailto:Angie.daoud@trinasolar.com)  
Cell: +1(732) 501 8775



**From:** [Daoud Angie TS/ISBU](#)  
**To:** [pennsvillevfwit@gmail.com](mailto:pennsvillevfwit@gmail.com)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 3:54:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter VFW Post 1952 1-26-2021.pdf](#)  
**Importance:** High

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Hi Commander Hofacker,

Hope my email finds you well.

Township of Pennsville has selected **Trina Solar** to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land.

This is going to be a wonderful opportunity for Pennsville and its residents (Subscribers) to buy clean, renewable solar energy at a discount of more than 20% off their current overall bill or retail rate. This gives local residents the opportunity to take advantage of the benefits of solar without installing it on residences.

For that reason, I'm sending out this email to inform you of the project and if your organization would be interested in supporting the Town and the project.

Please find attached a detailed letter of engagement to explain more about our project and how you can get engaged on this opportunity.

We hope we receive a letter of support from your group.

I have addressed the letter to yourself but please let me know if I need to direct the letter to other people in your organization who would be more involved in this matter.

Thanks for your time and looking forward to hearing from you.

My best,

*Angie Daoud*

Senior Project Manager

International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538

**Trina**solar

POWER BEYOND SOLAR





January 26<sup>th</sup>, 2021

VFW Post 1952

Attn: Commander Frank P Hofacker

P.O. Box 5

Salem, NJ 08079

Re: Pennsville Landfill Solar LLC  
Community Solar Projects

Dear Commander Hofacker,

Recently the State of New Jersey launched a new program permitting the development of Community Solar projects. This program allows a solar developer to construct a large solar project where local residents can subscribe for a portion of the energy and receive a substantial discount on their electricity costs.

The Township of Pennsville has selected Pennsville Landfill Solar LLC, a Single Project Entity owned by **Trina Solar**, to be the Redeveloper of the Pennsville Landfill to build Community Solar projects on an otherwise unusable piece of land. The Township will have ongoing municipal involvement in the approval of the design, development and operation of the Community Solar Projects. The Township of Pennsville is also purchasing a large majority of its power from the project(s) saving the taxpayers a significant amount of money each year for a minimum of the next 25 years.

Pennsville Landfill Solar LLC is also collaborating with local community organizations to engage with local citizens and businesses to help make the community aware of the opportunity and to facilitate subscriber registration. Through the community consultative process, Pennsville Landfill Solar is requesting a letter of support from community organizations demonstrating their awareness and support of the project.

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**From:** [Daoud Angie TS/ISBU](#)  
**To:** [kmills@salemcountynj.gov](mailto:kmills@salemcountynj.gov)  
**Subject:** Township of Pennsville Community Solar Project  
**Date:** Tuesday, January 26, 2021 3:00:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[Pennsville Community Engagement Letter - Salem Economic Dev. Council 1-26-2021.pdf](#)  
**Importance:** High

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International System Business Unit

Phone: +1 732 501 8775

Address: 7100 Stevenson Blvd Fremont, CA 94538

**Trina**solar

POWER BEYOND SOLAR





January 26<sup>th</sup>, 2021

**Salem County Economic Development Council**

Attn: Kathleen Mills  
Fifth Street Office Complex  
110 Fifth Street, Suite 400  
Salem, New Jersey 08079

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