

Community Solar Energy Pilot Program Application Form

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

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

This Application Form is valid only for the following Program Year and Application Period:

Program Year 1, Application Period 1

Application Period Opens: April 9, 2019 at 9:00 A.M.

Application Period Closes: September 9, 2019 at 5:00 P.M.

I. Minimum Qualification Requirements

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

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

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

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

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

III. Terms and Conditions

General Terms and Conditions

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

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

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

Evaluation of Applications and Approval of Projects

5. Only Applications that are administratively complete by the close of the Application Period will be considered for participation in the Community Solar Energy Pilot Program during that Program Year. An application will be deemed administratively complete if: 1) All questions are completed, except those explicitly marked as optional, 2) All required attachments are included (see Appendix B for a checklist of required attachments), and 3) All required signatures are included. Applicants will be notified if an Application is deemed administratively incomplete. An incomplete Application may be amended and resubmitted during the following Application Period without advantage or disadvantage.
6. The Applicant may be required to supplement the information provided in the Application Form upon request from the Board or Board Staff.
7. Following the close of the Application Period, each Application will be reviewed and evaluated by a dedicated Evaluation Committee.
8. In reviewing each application, Board Staff may consult with the New Jersey Department of Environmental Protection (“NJDEP”), the New Jersey Department of Agriculture, or other state agencies and consultants as are relevant to the Application. Any information marked and submitted as confidential will be treated as such by the receiving agency, and used for the sole purpose of evaluation.
9. The criteria for evaluation of Applications are presented in Appendix C (Evaluation Criteria). Projects must score a minimum 30 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 30 points will be presented to the Board for approval for participation in the Community Solar Energy Pilot Program in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, and until the allocated program capacity for that Program Year is filled.
The allocated program capacity for Program Year 1 is 75 MW. At least 40% of program capacity (i.e. at least 30 MW) will be allocated to LMI projects.
10. Board Staff may reject Applications that are incomplete at the close of the Application Period, that are not in compliance with the rules and regulations established in N.J.A.C. 14:8-9, or that do not meet a minimum standard for selection, as set forth in this Application Form.

Milestones and Follow-Up for Approved Projects

11. Should the proposed community solar project be approved by the Board for participation in the Community Solar Energy Pilot Program, such approval will be contingent on the project being constructed and operated as was proposed in its Application.

Furthermore, pursuant to the rules at N.J.A.C. 14:8-9.3(c), approved projects are expected to begin construction within 6 months of their approval by the Board, and are expected to become fully operational within 12 months of their approval by the Board. Extensions may be granted by Board Staff at its discretion, based on its assessment of the specific circumstances of each project approved.

In order to monitor compliance, approved projects will be required to submit updates to the Board:

- a. Prior to the beginning of construction, the Applicant must provide evidence that commitments in the following categories have been met: project location, community and environmental justice engagement, other benefits.
- b. Prior to applying for permission to operate (“PTO”), the Applicant must provide evidence that commitments in the following categories have been met: siting (other than location), all permits received.
- c. Prior to applying to the EDC for allocation of bill credits, the Applicant must provide evidence that commitments in the following categories have been met: product offering, subscriber type, geographic limit within EDC service territory.

If the approved project fails to be completed as proposed in the Application, and the Applicant fails to remediate the failure or provide an equivalent modification within a reasonable timeframe, the project may be penalized up to and including a withdrawal of the permission to operate in the Community Solar Energy Pilot Program.

Special Considerations for Project Siting

12. Unless the proposed community solar facility is located on a rooftop, parking lot, or parking structure, the Applicant must meet with the NJDEP’s Office of Permit Coordination and Environmental Review (“PCER”) to determine what permits may be required and to identify other potential issues. More information is available at: <http://www.nj.gov/dep/pcer>. The Applicant must have completed the NJDEP Permit Readiness Checklist and submitted said Checklist to NJDEP PCER prior to submitting the Application to the Board (see section B. VIII. Permits). The Permit Readiness Checklist is available at the following link: <https://www.nj.gov/dep/pcer/introchecklist.htm>.

13. Special attention should be paid when siting a project on a landfill, a brownfield, or an area of historic fill. For reference, NJDEP’s *Guidance for Installation of Solar Renewable Energy Systems on Landfills in New Jersey* can be found at the following link: <https://www.nj.gov/dep/dshw/swp/solarguidance.pdf>.

14. The Applicant should review the environmental compliance history at the proposed site and the various operations that were conducted there. Satisfaction of all outstanding NJDEP regulatory

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

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

Submitting an Application

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

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

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

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

Questions and Further Information

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

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

Section B: Community Solar Energy Project Description

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Applicant Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

Project Owner Company/Entity Name (complete if known): _____
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

Developer Company Name (optional, complete if applicable): _____
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

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

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

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

EPC Company Name *(optional, complete if applicable)*: _____
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

IV. Property/Site Owner Information

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

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

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

Subscriber Organization Company/Entity Name *(optional, complete if applicable)*: _____
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

VI. Proposed Community Solar Facility Characteristics

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

Community Solar Facility Location (Address): _____
 Municipality: _____ County: _____ Zip Code: _____
 Name of Property *(optional, complete if applicable)*: _____
 Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

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

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

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

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

Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project.

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

*Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site.

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

..... Yes No

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

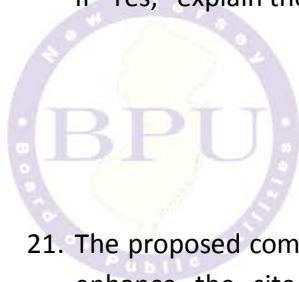
If "Yes," estimated number of trees required to be cut for construction: _____

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

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

Will the use restriction be required to be modified? Yes No

If "Yes," explain the modification below.



21. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, land enhancements, pollination support, stormwater management, soil conservation, etc.) Yes No

If "Yes," explain below, and provide any additional documentation in an attachment.

VIII. Permits

1. The Applicant has completed NJDEP Permit Readiness Checklist, and submitted it to NJDEP's PCER Yes No

If "Yes," attach a copy of the completed Permit Readiness Checklist as it was submitted to NJDEP PCER.



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

IX. Community Solar Subscriptions and Subscribers

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

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

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

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

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

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

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



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

7. This project uses an anchor subscriber (*optional*) Yes No
 If "Yes," name of the anchor subscriber (*optional*): _____
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription: _____
8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? Yes No
 If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

Company/Entity Name: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

1. The proposed community solar project is being developed by or in collaboration* with the municipality in which the project is located Yes No

If "Yes," explain how and attach a letter of support from the municipality in which the project is located.

*Collaboration with the municipality should include, at minimum, one or more meetings with relevant municipal authorities and clear evidence of municipal involvement and approval of the design, development, or operation of the proposed community solar project.

2. The proposed community solar project is being developed in collaboration* with one or more local community organization(s) Yes No

If “Yes,” explain how and attach a letter of support from the local community organization(s).

*Collaboration with a local community organization should include, at minimum, one or more meetings with the relevant local community organization(s) and clear evidence of the local community organization’s involvement and approval of the design, development, or operation of the proposed community solar project.

3. The proposed community solar project was developed, at least in part, through a community consultative process* Yes No
 If “Yes,” please describe the consultative process.

*A community consultative process should include, at minimum, one or more opportunities for public intervention and outreach to the municipality and/or local community organizations.

XI. Project Cost

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

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

Net Installed Cost (in \$)	
Net Installed Cost (in \$/Watt)	
Initial Customer Acquisition Cost (in \$/Watt)	
Annual Customer Churn Rate (in %)	

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

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

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

XII. Other Benefits

1. The proposed community solar facility is paired with another distributed energy resource:
 - a. Micro-grid project Yes No
 - b. Storage Yes No
 - c. Other (*identify*): _____ Yes No
2. The proposed community solar facility provides grid benefits (e.g. congestion reduction) Yes No
 If “Yes” to any, please explain how and provide supporting documents.

4. The proposed community solar project will create temporary or permanent jobs in New Jersey Yes No
 If “Yes,” estimated number of temporary jobs created in New Jersey: _____
 If “Yes,” estimated number of permanent jobs created in New Jersey: _____
5. The proposed community solar project will provide job training opportunities for local solar trainees Yes No
 If “Yes,” will the job training be provided through a registered apprenticeship? Yes No

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

XIII. Special Authorizations and Exemptions

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

2. Does this project seek an exemption from the 10-subscriber minimum? Yes No
 If “Yes,” please demonstrate below (and attach supporting documents as relevant):

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



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

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



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



Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

 Signature

 Name

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

 Signature

 Name



Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

Signature

Name

Property Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

 Signature

 Name

Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

Signed and sworn to before me on this _____ day of _____, 20__

 Signature

 Name

Section D: Appendix

Appendix A: Product Offering Questionnaire

Complete the following Product Offering Questionnaire. If there are multiple different product offerings for the proposed community solar project, please complete and attach one Product Offering Questionnaire per product offering.

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

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

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

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage):

2. Community Solar Subscription Price: (check all that apply)

Fixed price per month

Variable price per month, variation based on: _____

The subscription price has an escalator of _____ % every _____ (interval)

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

4. Fees

Sign-up fee: _____

Early Termination or Cancellation fees: _____

Other fee(s) and frequency: _____

5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? Yes No

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

- As a percentage of monthly utility bill
- As a fixed guaranteed savings compared to average historic bill
- As a fixed percentage of bill credits
- Other: _____

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

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

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

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

Appendix C: Evaluation Criteria

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

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

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

Signature: A. Kevin Conroy

Date: September 4, 2019

Print Name: A. Kevin Conroy

Title: President

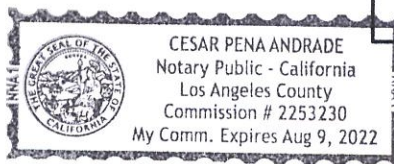
Company: Distributed Resource Ventures, Inc.

Signed and sworn to before me on this 4th day of September, 2019

Cesar Pena Andrade

Signature
Cesar Pena Andrade

Name



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

JURAT WITH AFFIANT STATEMENT

State of California

County of Los Angeles

See Attached Document (Notary to cross out line 1-7 below)

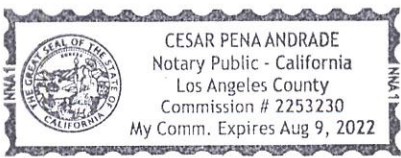
See Statement Below (Lines 1-7 to be completed only by document signer(s), *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____

A. J. S.
Signature of Document Signer No. 1

N / A
Signature of Document Signer No. 2 (if any)

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.



Subscribe and sworn to (or affirmed)
Before me on this 4th day of September, 2019,
by A. Kevin Conroy

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

Cesar Pena Andrade
Notary Signature

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER No.1

RIGHT THUMBPRINT
OF SIGNER No.2

Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

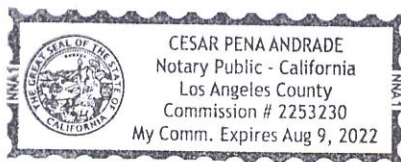
Signature: A. Kevin Conroy Date: September 4, 2019

Print Name: A. Kevin Conroy
 Title: President Company: Distributed Resource Ventures, Inc.

Signed and sworn to before me on this 4th day of September, 2019

Cesar Pena Andrade
 Signature
Cesar Pena Andrade
 Name

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



JURAT WITH AFFIANT STATEMENT

State of California

County of Los Angeles

- See Attached Document (Notary to cross out line 1-7 below)
- See Statement Below (Lines 1-7 to be completed only by document signer(s), *not Notary*)

1 _____

2 _____

3 _____

4 _____

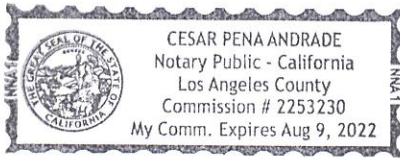
5 _____

6 _____

7 _____

A. Kevin Conroy
 Signature of Document Signer No. 1

N/A
 Signature of Document Signer No. 2 (if any)



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.

Subscribe and sworn to (or affirmed)
 Before me on this 4th day of September, 2019,
 by A. Kevin Conroy

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

Cesar Pena Andrade
 Notary Signature

OPTIONAL

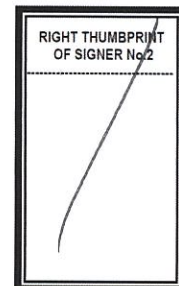
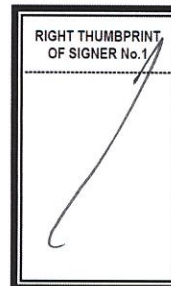
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



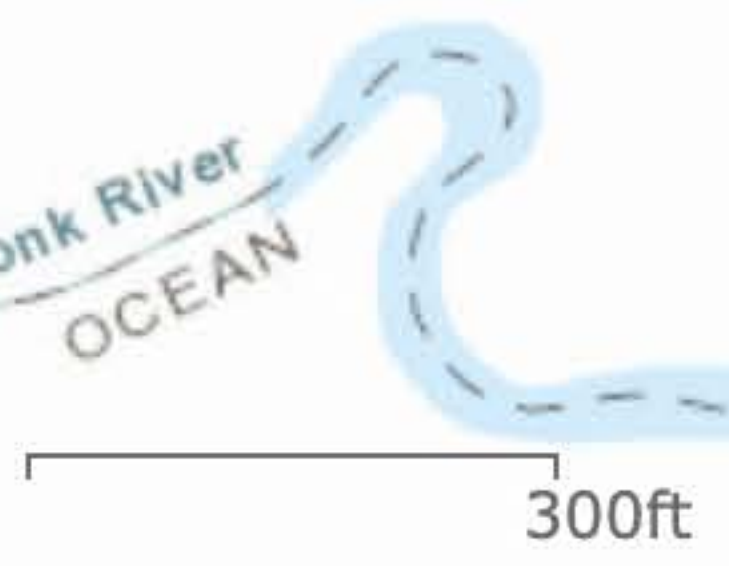
Show search results for **Randolp...**

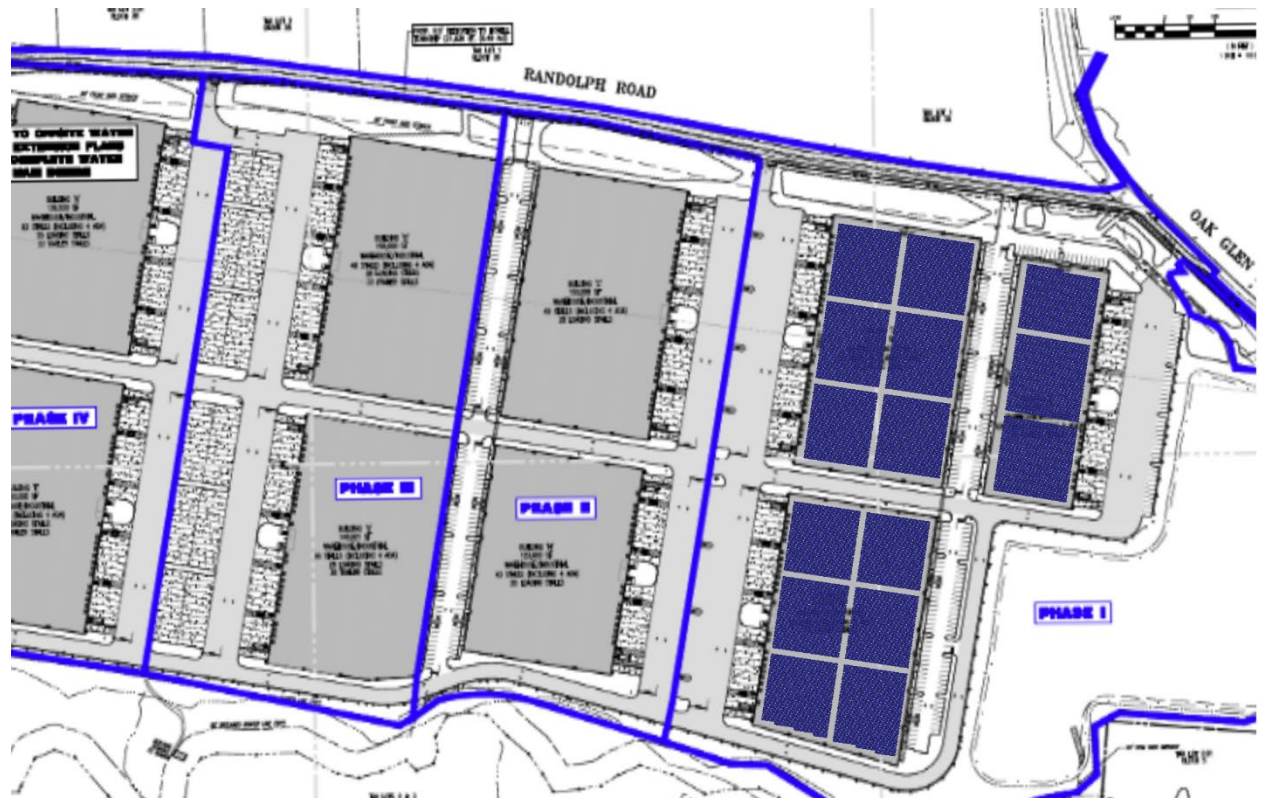


Solar Accommodation Limit

Remaining 3055 kW AC

[Zoom to](#) ...





LOW-INCOME COMMUNITY SOLAR

Living Up to the Promise of Solar for All

About GRID Alternatives

GRID Alternatives is a 501(c)3 nonprofit that helps underserved communities get access to clean, affordable solar power and solar jobs. We partner with state and local governments, utilities, affordable housing providers and community organizations to develop and implement solar programs and projects that directly benefit low-income (defined as 80% of Area Median Income) and underserved communities.

A Leader in Low-Income Community Solar

GRID Alternatives is a national leader in community solar benefitting low-income and underserved communities as a developer, project partner, subscriber organization, and policy leader. GRID's work in community solar includes:

- Development, turnkey installation and management of community solar projects that benefit low-income families, affordable housing providers, and underserved communities
- Direct partnerships with solar industry partners to develop low-income community solar programs and projects, including engineering, procurement and construction (EPC) services
- Customer acquisition, subscriber and program management, supported through our Salesforce database and community solar software platform
- Integration of workforce development
- National and state regulatory and policy leadership and program development. GRID partners with Vote Solar to maintain the Low-income Solar Policy Guide (lowincomesolar.org/communitysolar)



136 kW Grand Valley Power solar garden in Grand Junction, CO.

DENVER HOUSING AUTHORITY PROJECT



In 2017, Denver Housing Authority (DHA) partnered with GRID Alternatives Colorado and Namaste Solar to develop and install a 2 MW community solar project through Xcel Energy's Solar*Rewards Community Program. The project's output benefits DHA housing as well as other Low-income Housing Tax Credit and Public Housing Buildings in the Denver metro region – properties housing over 700 low-income residents in total. The project will generate an estimated savings of 15-20% for these properties on their average monthly utility bills, which will flow to residents through reduced and predictable energy rates and additional supportive services. The project was awarded the Grand Prize from the Department of Energy's Solar in Your Community Challenge.



Tom Figel, Director of Community Solar
303.968.1631 | tfigel@gridalternatives.org
1120 W. 12th Avenue, Denver, CO 80204
www.gridalternatives.org



COMMUNITY SOLAR IMPACTS

19.3 MW installed or in development with **20** government and industry partners

Average of **50%** bill savings for low-income customers

Low-cost renewable power for nonprofit and affordable housing off-takers

Advancing equitable community solar policy in **9** states

SUCCESSFUL PARTNERSHIPS

Government

Local: GRID partners with local governments to site and develop community solar projects that benefit their highest need community members. Partners include the City of Richmond, CA, Pueblo, Boulder and Denver counties in CO, and the District of Columbia.

State:

- GRID participates actively in regulatory and legislative community solar efforts to advance equitable community solar policy
- GRID successfully implemented the Colorado Energy Office's Low-Income Community Solar Demonstration Project, in partnership with utilities across Colorado aimed at reducing rural energy burden through community solar access

National:

- GRID is a partner on the National Community Solar Partnership and DOE Clean Energy for Low-Income Communities Accelerator
- GRID is participating in the DOE Solar in Your Community Challenge

Utility

GRID has partnered with 9 utilities to develop low-income community solar projects serving their highest energy-burdened customers. Recent partners include Fort Collins Utilities and Poudre Valley Rural Electric Association.

Solar industry

- GRID has successfully supported low-income community solar customer acquisition for for-profit partners including Clean Energy Collective, Sunshare, and Pivot Energy
- GRID is working with community solar installers including Circuitus Energy Solutions and Namaste Solar to integrate workforce development into EPC partnerships
- GRID is an active member of leading community solar industry association, the Coalition for Community Solar Access

Equity and Environmental Justice

GRID partners with disadvantaged, frontline and environmental justice communities, as well as Tribal Nations, to advance community

solar projects that meet partners' goals, including ownership, economic opportunity, workforce development and resiliency.

Affordable Housing Providers

GRID partners with multifamily affordable housing providers and public housing authorities like the Denver and Pueblo Housing Authorities to develop, finance, and implement community solar projects that benefit their operations and tenants, including the development of solar workforce training programs.



CONTACT US

to learn more about our innovative partnerships in the community solar space!



Tom Figel, Director of Community Solar
 303.968.1631 | tfigel@gridalternatives.org
 1120 W. 12th Avenue, Denver, CO 80204
 www.gridalternatives.org



New Jersey Environmental Justice Alliance
315 W. State Street
Trenton, NJ 08608
www.njeja.org
“Creating just and sustainable communities for all”

September 06, 2019

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

From: New Jersey Environmental Justice Alliance

RE: GRID Alternatives' Community Solar Energy Pilot Program Application

Dear Office of Clean Energy Staff,

The New Jersey Environmental Justice Alliance supports GRID Alternative's proposed 2.63MW low-income community based solar garden, to be located on commercial rooftop space in Howell Township, New Jersey. This project proposes to provide *guaranteed* energy cost savings of at least 20% to qualified low income customers and affordable housing providers. The proposed project will create approximately 30 temporary jobs during construction while offering job training to at least 10 individuals.

If awarded, the proposed project will be aligned with NJEJA's mission to reduce energy sector emissions in low income communities and communities of color. NJEJA was founded in 2001 by a broad-based group of community, (traditional) environmental, faith, labor, academic, and civil rights organizations and individuals concerned about the increasing siting of toxic and hazardous facilities in communities of color and low-income communities. We are eager to see the growth of community solar in New Jersey and the participation of low-income community members in this program.

The New Jersey Environmental Justice Alliance strongly recommends that the Office of Clean Energy accept the proposed community-based solar project for development under the Community Solar Program. GRID Alternatives is a nonprofit solar installer whose mission is to make solar technology and

job training accessible to underserved communities. NJEJA recognizes the need for community solar projects that increase energy affordability for income-qualified families and maximize economic impact for communities in New Jersey. Acceptance of GRID Alternative's application ensures income-qualified clients are effectively served by a proven developer, focused on not only project benefits, but also on growing New Jersey's solar workforce and creating pathways for all customers to access the benefits of the Community Solar program.

Sincerely,

Laureen Boles

Laureen Boles, Executive Director
New Jersey Environmental Justice Alliance



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

**From: GRID Alternatives
1171 Ocean Avenue, Suite 200
Oakland, CA, 94608**

RE: Distributed Resource Ventures - Community Solar Energy Pilot Program

Dear Office of Clean Energy Staff,

GRID Alternatives (GRID) is a 501(c)3 nonprofit solar installer with a mission to make solar technology and job training accessible to underserved communities. GRID has an affiliate office serving the New York, New Jersey, and Connecticut Tri-State region. GRID is the national leader in providing solar access and job training to low-to-moderate income (LMI) families and underserved communities, with 52MW of LMI dedicated rooftop, community solar, and multifamily PV installations over the past 14 years. GRID's projects have served over 14,000 LMI households and provided \$362 million in expected bill savings, and our workforce staff have trained 42,000 job trainees and community volunteers in solar and placed over 1,700 in solar jobs.

GRID Alternatives supports Distributed Resource Ventures' proposed low-income community based solar project, to be located on commercial rooftop space in Howell Township, New Jersey. GRID Alternatives GRID recognizes the need for community solar projects that can help increase energy affordability for income-qualified families and maximize impact and economic benefit for communities in New Jersey through project installation.

GRID Alternatives has worked extensively with Distributed Resource Ventures to design a community solar project proposal that offers significant energy cost burden reduction to both residential LMI customers as well as LMI qualified affordable housing providers, with flexible and favorable contract terms to ensure a high level of consumer protection. Additionally, GRID Alternatives and Distributed Resource Ventures have collaborated on a job training program based off of GRID's national Installation Basics Training program, to be included in the installation of the community solar project. If the project is selected, GRID Alternatives will work with Distributed Resource Ventures to bring in additional community organization partners that serve the LMI community and increase the project's impact.

GRID Alternatives has worked with Distributed Resource Ventures on multiple solar projects, and strongly recommends that the Office of Clean Energy accept the proposed community-based solar project for development under the Community Solar Program. Acceptance of Distributed Resource Ventures' application ensures income-qualified clients are effectively served by a proven developer, focused on not



only project benefits, but also on growing New Jersey's solar workforce and creating pathways for all customers to access the benefits of the Community Solar program.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Figel", is centered on a light yellow rectangular background.

Tom Figel
Director of Community Solar
GRID Alternatives
tfigel@gridalternatives.org
303-968-1631

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

MONMOUTH COMMERCE CENTER LLC
0450306384

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 09/17/2018 and was assigned identification number 0450306384. Following are the articles that constitute its original certificate.

1. **Name:**
MONMOUTH COMMERCE CENTER LLC
2. **Registered Agent:**
HENRY J GUINDI
3. **Registered Office:**
1800 WATER WORKS ROAD
OLD BRIDGE, NEW JERSEY 08857
4. **Business Purpose:**
DEVELOPING REAL ESTATE
5. **Effective Date of this Filing is:**
09/17/2018
6. **Members/Managers:**
HOWELL INDUSTRIAL COMPLEX LLC
1800 WATER WORKS ROAD
OLD BRIDGE , NEW JERSEY 08857
7. **Main Business Address:**
1800 WATER WORKS ROAD
OLD BRIDGE, NEW JERSEY 08857

Signatures:

HENRY J GUINDI
AUTHORIZED REPRESENTATIVE



Certificate Number : 4061983265
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
17th day of September, 2018*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

Updated 10/11/16

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF PERMIT COORDINATION AND ENVIRONMENTAL REVIEW

PERMIT READINESS CHECKLIST

FOR PCER OFFICE USE ONLY

DATE RECEIVED ____

PRC ID NUMBER ____

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

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

A. GENERAL INFORMATION

1. Name of Proposed Project: Monmouth Commerce Center PV system
2. Consultant/Contact Information (if any) GRID Alternatives/Joel Blaine/720-943-5164
3. Name/Address of Prospective Applicant Monmouth Commerce Center
Address/tel./fax Randolph Road and Oak Glenn Road, Howell Township, NJ
Company Name Monmouth Commerce Center
Address/tel./fax 1800 Waterworks Road Old Bridge NJ, Vishal Parekh, 732-654-3822

Does the project have any existing NJDEP ID#s assigned? i.e., Case number, Program Interest (PI)#, Program ID#?

B. PROPOSED PROJECT LOCATION

Street Address/munic. Randolph Rd. / Township of Howell
County: Monmouth Zip Code: 07731
Block No. 5 Lot No. 2&3
X Coordinate in State Plane (project centroid) 680,100.01

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

Y Coordinate in State Plane (project centroid) 467,052.67

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: ___ New Construction ___ Brownfield Redevelop. x Alternative Energy ___ Other
(Please describe) ___

a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: Permit Date: 1/2020, Begin Construction Date: 6/2020, Construction completion Date: 7/2020, Operation Date: 8/2020

b) Funding Source: Is any Federal Funding being used for this project? no
State Funding over 1 million dollars? no
Is funding secured at this time? ___ Is funding conditional? ___ If so, on what? ___

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). Zoning, Building, Electrical

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

a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? None

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. No

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: None

- 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 Ruth.Foster@dep.nj.gov and Megan.Brunatti@dep.nj.gov and one (1) copy via mail² with the following items if available:

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

- (a) The completed Permit Readiness Checklist;
- (b) A description of the proposed project;
- (c) Any overarching regulatory or policy call(s) or guidance that the Department must make or make known prior to the receipt of the application to determine the project's feasibility, regulatory, or review process.
- (d) USGS map(s) with the site of the proposed project site boundaries clearly delineated (including the title of the USGS quadrangle sheet from which it was taken)³;
- (e) Aerial photos/GIS information regarding the site;
- (f) A site map including any known environmental features (wetlands, streams, buffers, etc⁴);
- (g) Site plans to the extent available;
- (h) Street map indicating the location of the proposed project;
- (i) Any other information that you think may be helpful to the Department in reviewing this project.
- (j) List of any local or regional governments or entities, their historical involvement in this project or site, identification of conflicts with DEP rules; with contact names and information whose attendance/input would be helpful in facilitating this project, ie Soil Conservation Districts, health departments, local zoning officials, etc.

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

WATER AND WASTE WATER INFORMATION

DEP Safe Drinking Water Program (609) 292-5550

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

Is the project located within an existing water purveyor service area? If yes, which one? 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. n/a

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

Telephone Number:(609) 292-3600

Fax Number: (609) 292-1921

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

⁴ NJGIS information

Will the project affect any land or water controlled by a Water Supply Authority or water purveyor in New Jersey? If so, please identify and explain. n/a

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

Is the project seeking a new ground water allocation or modification? If yes, does the project have all necessary well location and safe drinking water permits? n/a

Is the project located within an area of critical water supply concern? n/a

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? n/a

Will this project draw more than 100,000 gallons per day of ground or surface water for construction or operation? n/a

WATER POLLUTION MANAGEMENT ELEMENT

DIVISION OF WATER QUALITY

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

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

Groundwater Section (609) 292-0407

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

The following definitions should be used to assist in identifying discharge activities:

Subsurface disposal system is any contrivance that introduces wastewater directly to the subsurface environment, such as, but not limited to: septic systems, recharge beds, trench systems, seepage pits, and dry wells.

Injection/recharge wells are constructed such that they are deeper than they are wide, receive effluent via gravity flow or pumping, and include dry wells and seepage pits.

Overland flow is the introduction of wastewater to the ground surface, over which the wastewater travels and eventually percolates or evaporates.

Industrial wastewater is any wastewater or discharge which is not sanitary or domestic in nature, including non-contact or contact cooling water, process wastewater, discharges from floor drains, air conditioner condensate, etc.

1. Will the project/facility have a sanitary wastewater design flow which discharges to groundwater in excess of 2,000 gallons per day? n/a
2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? n/a
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? n/a

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation n/a

Overland Flow Subsurface Disposal System (UIC) n/a

Landfill Infiltration/Percolation Lagoon n/a

Surface Impoundment n/a

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

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

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

Does your project involve 50 or more realty improvements? n/a

DEP Pretreatment and Residuals program (609) 633-3823

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

If yes, name of POTW: _____

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. If so, please explain.

Stormwater Program (609) 633-7021

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

http://www.state.nj.us/dep/dwq/ispp_home.html

Will your site activity disturb more than one acre? n/a

Will any industrial activity be conducted at the site where material is exposed to the rain or other elements? n/a

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

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.)

Surface Water Permitting (609) 292-4860

<http://www.nj.gov/dep/dwq/swp.htm>

Will this wastewater facility discharge to Surface Water? n/a Yes/No _____

If yes, state the name of the proposed receiving stream n/a

Describe the proposed discharge of wastewater to Surface Water n/a

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

MUNICIPAL FINANCE AND CONSTRUCTION ELEMENT

Treatment Works Approvals (609) 984-4429

<http://www.nj.gov/dep/dwq/twa.htm>

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

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

Office of Water Resources Management Coordination (609)777-4359

<http://www.state.nj.us/dep/wrm>

Sewer Service

Is the project in an approved sewer service area for the type of waste water service needed? n/a

If yes, what is the name of the sewer service area? n/a

Has this project received endorsement from the appropriate sewer authority with adequate conveyance and capacity? n/a

Do waste water pipes currently extend to the project location? n/a

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

Will an amendment to the existing WQMP be required to accommodate this project? n/a

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

What is the volume of wastewater that will be generated by the project? n/a

DEP Land Use Regulation (609) 777-0454

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

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

Water courses (streams) No

State Open Waters? No

Freshwater Wetlands and/or freshwater wetland transition areas? No

Flood Hazard areas and/or riparian buffers No

Waterfront development areas No

Tidally Flowed Areas No

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

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

DEP NATURAL AND HISTORIC RESOURCES

Green Acres Program (609) 984-0631

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

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

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

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

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

Is the temporary use of State lands administered by the New Jersey State Park Service required for pre-construction, construction and/or post construction activities? If so, please describe.

Division of Parks and Forestry: State Forestry Services (609) 292-2530

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

Forest clearing activities/No Net Loss Reforestation Act

Will construction of the project result in the clearing of ½ acres or more of forested lands owned or maintained by a State entity? _____

If so, how many acres? _____

Division of Parks and Forestry: Office of Natural Lands Management (609) 984-1339

<http://www.nj.gov/dep/parksandforests/natural/index.html>

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

If so, please describe. _____

State Historic Preservation Office – SHPO (609) 292-0061

<http://www.state.nj.us/dep/hpo/index.htm>

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

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

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

Dam Safety Program (609) 984-0859

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

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

If so, please describe _____

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? n/a

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? n/a

SITE REMEDIATION PROGRAM (609) 292-1250

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

Office of Brownfield Reuse (609) 292-1251

Is the project located on or adjacent to a known or suspected contaminated site? 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, Response Action Outcome, or Remedial Action Permit been issued for the entire project area? No

If not, what is the current status of remediation activities? n/a Please include remedial phase, media affected and contaminant(s) of concern.

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

Is the applicant a responsible party for contamination at the property? n/a

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

Dredging and Sediment Technology (609) 292-1250

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

SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM (609) 633-1418

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

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

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

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

Is the project a solid waste facility or recycling center? No

Is the project included in the appropriate county Solid Waste Management Plan? n/a Explain _____

AIR QUALITY PERMITTING PROGRAM

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

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

Does the project require Air Preconstruction permits per N.J.A.C. 7:27-8.2©1? No

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

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

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

Will the project emit hazardous air pollutants above reporting thresholds in NJAC7:27 8, Appendix 1? No

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

No

RADIATION PROTECTION AND RELEASE PREVENTION (609) 984-5636

www.state.nj.us/dep/rpp

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

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

DISCHARGE PREVENTION PROGRAM (DPCC) (609) 633-0610

www.nj.gov/dep/rpp

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

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

[HTTP://WWW.STATE.NJ.US/DEP/RPP/BRP/TCPA/INDEX.HTM](http://www.state.nj.us/dep/rpp/brp/tcpa/index.htm)

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

Bureau of Energy and Sustainability (609)633-0538

<http://www.nj.gov/dep/aqes/energy.html>

<http://www.nj.gov/dep/aqes/sustainability.html>

GREEN DESIGN (609) 777-4211

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

Yes _____

Will this project be certified by any of the following green building rating systems?

New Jersey Green Building Manual? _____

<http://greenmanual.rutgers.edu/>

US Green Building Council's LEED (Leadership in Energy and Environmental Design)? _____

<http://www.usgbc.org/>

ASHRAE Standard 189.1? _____

<http://www.ashare.org/publications/page/927>

National Green Building Standard ICC 700-2008? _____

<http://www.nahbgreen.org>

USEPA's ENERGY STAR? _____

http://www.energystar.gov/index.cfm?c=business.bus_index

INNOVATIVE TECHNOLOGY (609) 292-0125

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

Is this technology used for manufacturing alternative fuels? Y N

- If yes, what is the non-fossil feedstock(s) used for manufacturing the fuels?

Biomass Municipal Solid Waste Other Non-Fossil Feedstocks

-What will be the primary use of the manufactured alternative fuels?

CHP System Micro Turbine Fuel Cells

For other innovative technology type, what is the proposed application?

X Energy Site Remediation Drinking Water Wastewater

For other innovative energy systems, what is the source of energy?

X Solar Wind Tidal/Wave Hydroelectric Geothermal

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

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

Is this technology in use at any other location at this time? X Y N

- If yes, please provide location ___ Throughout New Jersey, specific examples available upon request _____

DEP COMPLIANCE AND ENFORCEMENT

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

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

Does the proposed project facilitate compliance where there is a current violation or ACO? _____

COMMUNITY ENGAGEMENT (609)292-2908

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

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project?

Low to Moderate Income (LMI) ratepayers and recipients of workforce training during installation

- (b) How have you or will you engage community and stakeholders in this project? Please supply individuals or stakeholder groups contacted or who have been identified for community engagement.

We will work with community non-profit organizations and Affordable Housing Providers like New Jersey Environmental Justice and Volunteers of America to perform outreach to the LMI community for providing energy cost savings and job training opportunities

- (c) What are the potential impacts of this project on the community?

Besides the environmental benefits of the solar PV system the project will provide 20+% savings to LMI customers and provide job training opportunities for more than a dozen individuals

(d) How do you intend to mitigate these potential impacts?

N/A

(e) What are the community concerns or potential concerns about this project?

None

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

N/A

(g) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe.

No

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

GENERAL

Is the project subject to:

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

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

D&R Canal Commission Standards No
<http://www.dandr canal.com/drcc/maps.html>

Delaware River Basin Commission
(609) 883-9500
<http://www.state.nj.us/drbc/>

US Army Corp of Engineers review? No

Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Ruth.Foster@dep.nj.gov and Megan.Brunatti@dep.nj.gov and one (1) copy via mail⁵ with the following items if available:

- b) A description of the proposed project;

Community Solar Project, as a part of New Jersey Community Solar Pilot Program. This project is located at a soon to be completed warehouse complex, located near the intersection of Oak Glen Road and Randolph Road in Howell Township, Monmouth County. The solar project is a roof mounted solar project located on three buildings totaling 2.63kWdc of solar PV capacity. The system will use 8,213 Trina Solar modules, 34 Sunny TriPower inverters and flat roof racking system. The project is being developed Distributed Resource Ventures partnering with GRID Alternatives, a 501c3 non profit, to provide deep energy discounts to low to moderate income customers in JCP&L territory. Customers are expected to receive a net savings of at least 20% from day one, lowering their energy cost burden. Attached is a Helioscope analysis providing more technical information about the 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.

No

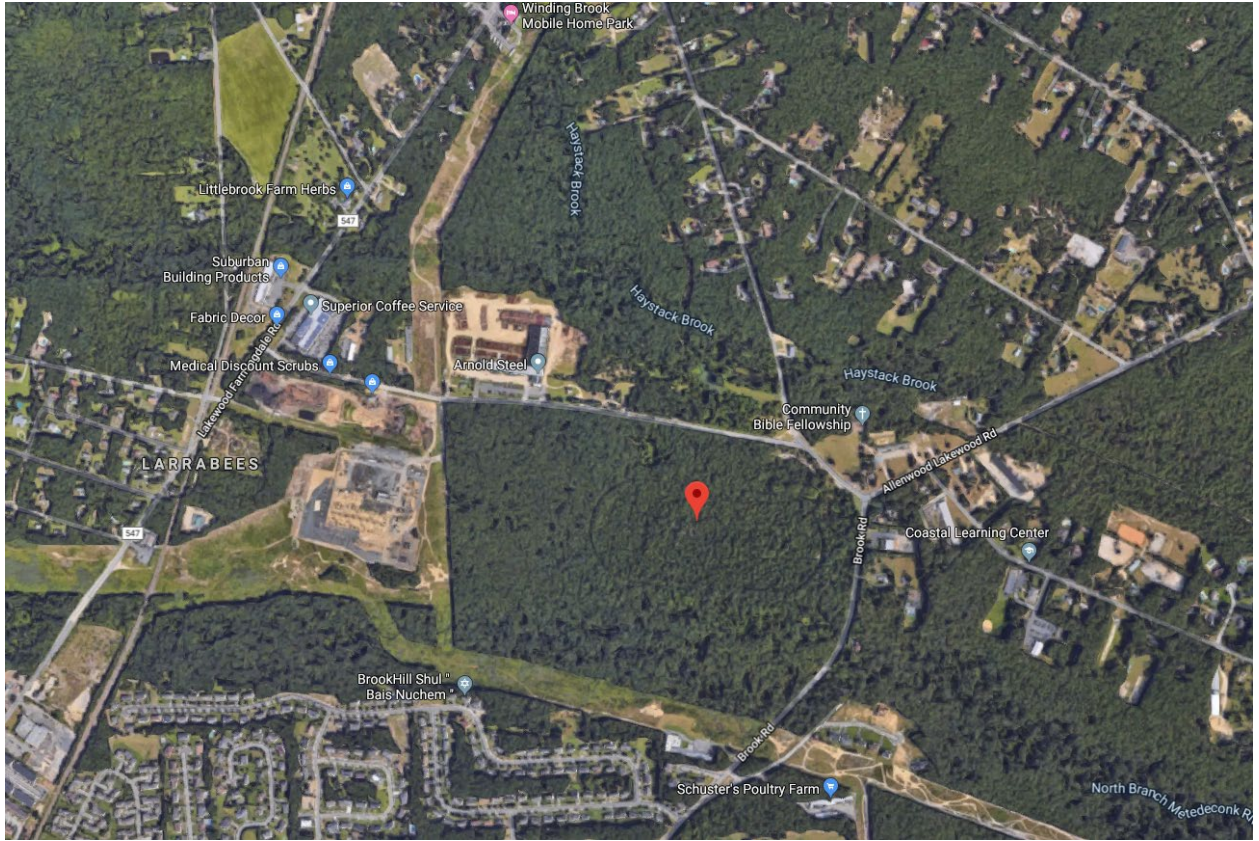
- d) USGS map(s) with the site of the proposed project site boundaries clearly delineated (including the title of the USGS quadrangle sheet from which it was taken)⁶;

N/A

- e) Aerial photos/GIS information regarding the site;

⁵ Submit to: New Jersey Department of Environmental Protection
Office of Permit Coordination and Environmental Review
P.O. Box 420, Mail Code 07J
Trenton, New Jersey 08625
Street Location: 401 East State Street, 7th Floor East Wing
Telephone Number:(609) 292-3600
Fax Number: (609) 292-1921

⁶ USGS maps may be purchased from NJDEP, Maps and Publications, P.O. Box 420, Trenton 08625-0420; (609) 777-1038

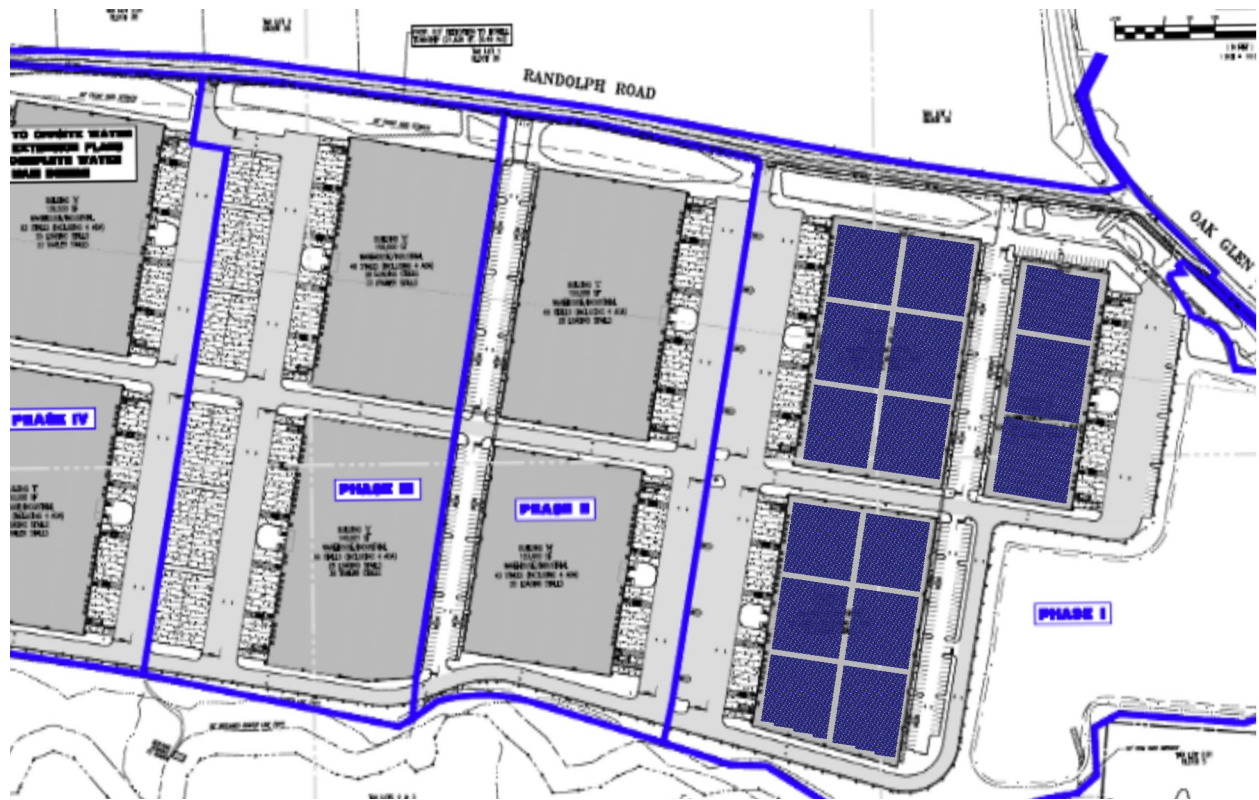


f) A site map including any known environmental features (wetlands, streams, buffers, etc⁷);



g) Site plans to the extent available;

⁷ NJGIS information



h) Street map indicating the location of the proposed project;


NJDEP Permit Readiness Checklist Form
Page 16 of 16



Initial design 3 - 3 buildings -188 deg Randolph Rd warehouse, randolph rd, howell, NJ

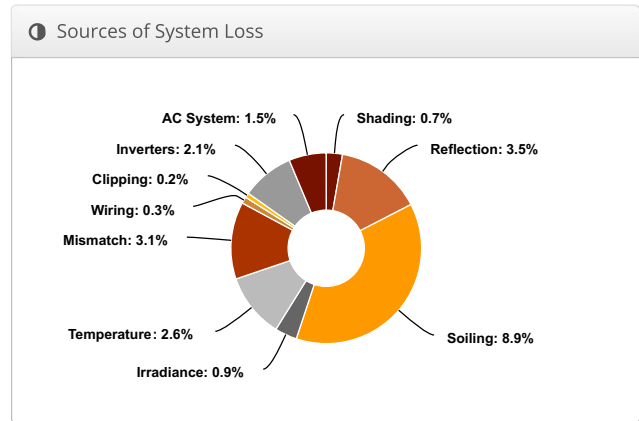
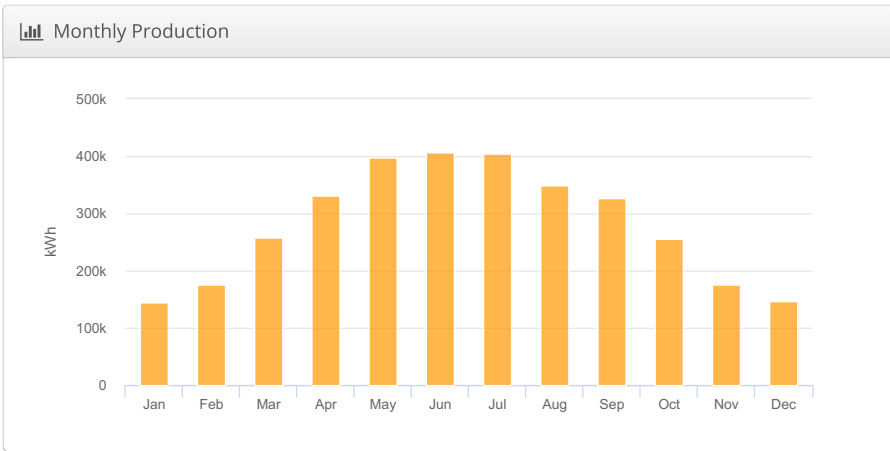
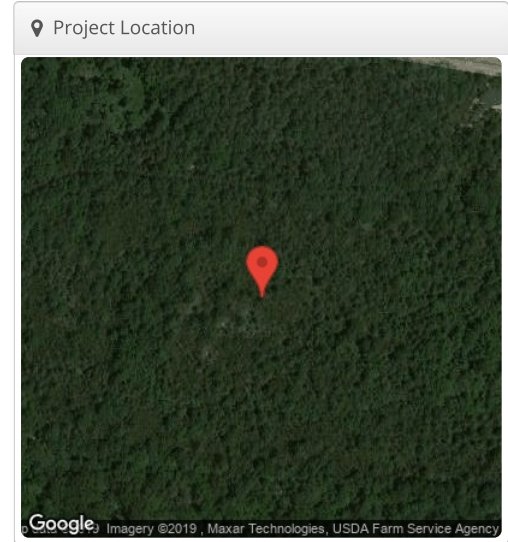
Report

Project Name	Randolph Rd warehouse
Project Address	randolph rd, howell, NJ
Prepared By	Andrew Truitt andrew@distributedresource.ventures



System Metrics

Design	Initial design 3 - 3 buildings -188 deg
Module DC Nameplate	2.63 MW
Inverter AC Nameplate	2.13 MW Load Ratio: 1.24
Annual Production	3,372 GWh
Performance Ratio	79.6%
kWh/kWp	1,283.1
Weather Dataset	TMY, 10km grid (40.15,-74.15), NREL (prospector)
Simulator Version	9e0fb5c4a2-041f0f0094-0128bc9e02-4464b69545



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,485.4	
	POA Irradiance	1,611.4	8.5%
	Shaded Irradiance	1,600.9	-0.7%
	Irradiance after Reflection	1,545.2	-3.5%
	Irradiance after Soiling	1,407.2	-8.9%
	Total Collector Irradiance	1,407.2	0.0%
Energy (kWh)	Nameplate	3,755,795.1	
	Output at Irradiance Levels	3,722,257.0	-0.9%
	Output at Cell Temperature Derate	3,625,861.2	-2.6%
	Output After Mismatch	3,513,307.3	-3.1%
	Optimal DC Output	3,504,053.5	-0.3%
	Constrained DC Output	3,497,367.6	-0.2%
	Inverter Output	3,423,620.0	-2.1%
	Energy to Grid	3,372,270.0	-1.5%
Temperature Metrics			
	Avg. Operating Ambient Temp		15.1 °C
	Avg. Operating Cell Temp		22.5 °C
Simulation Metrics			
	Operating Hours	4686	
	Solved Hours	4686	

Condition Set

Description	NJ flat roof											
Weather Dataset	TMY, 10km grid (40.15,-74.15), NREL (prospector)											
Solar Angle Location	Project Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b									
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	30	30	20	10	2	2	2	2	2	5	10	20
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	0% to 3%											
AC System Derate	1.50%											
Module Characterizations	Module	Characterization										
	TSM-PD14 320 (May16) (Trina Solar)	Spec Sheet Characterization, PAN										
Component Characterizations	Device	Characterization										
	Sunny Tripower_Core1 62-US-41 (SMA)	Default Characterization										

Components

Component	Name	Count
Inverters	Sunny Tripower_Core1 62-US-41 (SMA)	34 (2.13 MW)
Strings	10 AWG (Copper)	460 (69,621.6 ft)
Module	Trina Solar, TSM-PD14 320 (May16) (320W)	8,213 (2.63 MW)

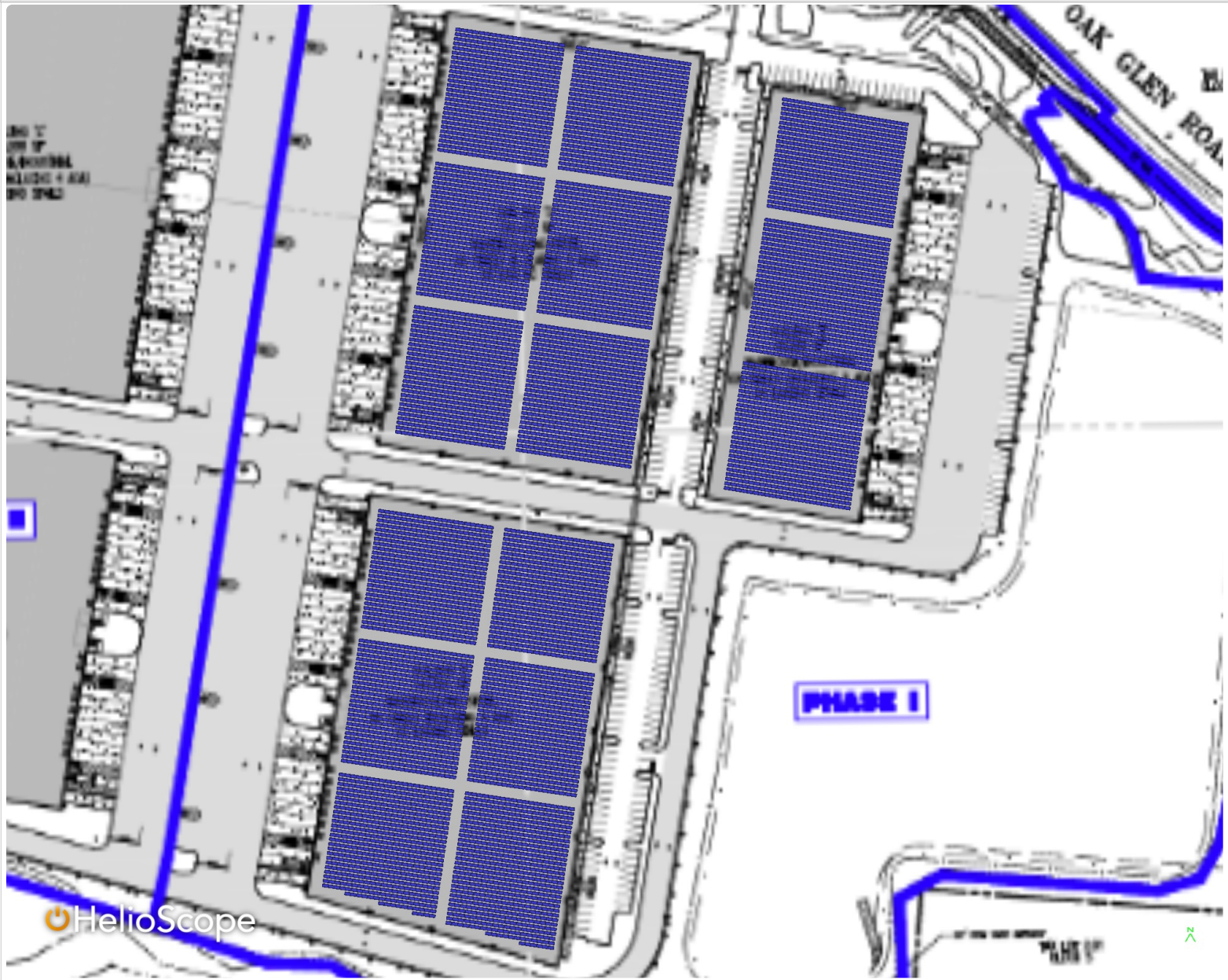
Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone 1	12	5-19	Along Racking
Wiring Zone 2	12	5-19	Along Racking
Wiring Zone 3	12	5-19	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Building 1	Fixed Tilt	Landscape (Horizontal)	10°	188.5°	2.0 ft	1x1	3,166	3,166	1.01 MW
Building 2	Fixed Tilt	Landscape (Horizontal)	10°	188.5°	2.0 ft	1x1	3,276	3,276	1.05 MW
Building 3	Fixed Tilt	Landscape (Horizontal)	10°	189.436°	2.0 ft	1x1	1,771	1,771	566.7 kW

Detailed Layout



RIDER TO CONTRACT OF SALE

DATED: September __, 2018

BUYER/ASSIGNEE: Howell Industrial Complex, LLC (“Buyer”)

SELLER/ASSIGNOR: Oak Knoll Industrial Park, LLC (“Seller”)

PROPERTY: Lots 2 and 3 in Block 5, Howell NJ (“Property”)

1. In the event that the provisions of this Rider (the “Rider”) and the Contract of Sale dated August 4th, 2017, as amended, (the “Contract”) conflict, then in such event, the provisions of this Rider shall prevail.

2. The purchase price referenced in paragraph four of the contract shall be One Million, Six Hundred and Seventeen Thousand (\$1,617,000.00) Dollars.

3. At closing, Buyer will pay One Million, Three Hundred and Sixty Seven Thousand (\$1,367,000.00) Dollars, in immediately available funds, released to the Seller, and the remaining Two Hundred and Fifty Thousand (\$250,000.00) Dollars, will be held in escrow (the “Escrow”) by the Buyer’s attorney pending a clean Phase 2 environmental report as further described herein. This provision and any related provisions herein shall survive Closing.

4. The closing is contingent on the contingencies provided in the Contract as well as Seller providing satisfactory accounting of the Six Hundred and Seventeen Thousand (\$617,000.00) Dollars (the “Reimbursement Amount”), apparently spent by the Seller in improving the Property. In the event that Seller fails to provide satisfactory accounting of the Reimbursement Amount prior to Closing, Buyer’s attorney shall hold the difference between (i) the Reimbursed Amount, and (ii) the portion of the Reimbursed Amount accounted for prior to Closing (the “Escrowed Amount”) in escrow. Upon receipt by Seller of satisfactory accounting of any portion of the amount spent by Seller represented by any portion of the Escrowed Amount, Buyer’s attorney shall promptly release said portion of the Escrowed Amount at Seller’s direction. This provision shall survive Closing.

5. Buyer’s Phase 1 environmental report recommended investigations as to several potential environmental issues relating to the Property (the “Environmental Issues”).

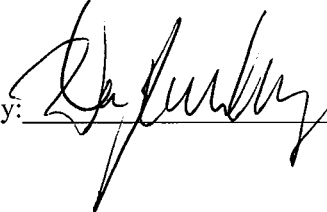
6. Buyer requires a Phase 2 environmental report with no further recommendations by Buyer’s environmental engineer (the “Engineer”) in order to proceed with the development.

7. Seller agrees to pay for remediation of the Environmental Issues for an amount not to exceed the Escrow.

8. In the event that the Engineer recommends certain remediation, the report shall be forwarded to the Seller, along with the proposed price of such remediation (the “Proposed Price”). If Seller within five days of receipt of the Proposed Price, provides a comparable quote of a qualified remediation expert, acceptable to the Engineer (“Seller’s Engineer”), which quote is for less than the Proposed Price, Buyer shall have the option of proceeding with Seller’s Engineer, or only reducing the Escrow by the proposal provided by Seller’s Engineer.

Seller: Oak Knoll Industrial Park, LLC

Buyer: Howell Industrial Complex, LLC

By:  _____

By: _____

ASSIGNMENT AGREEMENT

This Assignment Agreement is executed and delivered as of the _____ day of September, 2018 by and between Oak Knoll Industrial Park, LLC, a new Jersey limited liability company (“Assignor”) and Howell Industrial Complex, LLC, a New Jersey limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the buyer under an Agreement for Sale, dated January 31st, 2017 by and between Assignor and The Estate of Lawrence Katz, Felix Pflaster, and Harriet Katz. (collectively “Seller”) a First Addendum to Agreement for Sale, dated September 20, 2017, and a Second Addendum to Agreement for Sale dated May 21, 2018 (as amended, the “Purchase Agreement”) with respect to the purchase and sale of Lots 2 and 3 in Block 5, Howell New Jersey (the “Property”), as described in the Purchase Agreement, a copy of which is attached as Exhibit “A”.

WHEREAS, Assignor desires to assign all of its right, title and interest in the Purchase Agreement to Assignee, and Assignee desires to acquire all of Assignor’s right, title and interest in the Purchase Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, and intending to incorporate the above recitals herein, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys its interest in the Purchase Agreement, together with all rights to the deposit monies under the Purchase Agreement to Assignee. Contemporaneously with the execution of this Assignment Agreement by Assignee, Assignee is delivering to Assignor \$617,500.00 as reimbursement for the out of pocket costs, and deposit monies which have been assigned to Assignee. Assignee, by itself and by its successor and assigns, does hereby assume and agree to be bound by and perform each and every of the covenants, agreements and obligations required to be kept and performed by Assignor as Buyer under the Purchase Agreement. **Assignor’s principals shall cooperate with Assignee to cause the purchase transaction to be completed.** Assignor and Assignor’s Principals shall remain liable for the performance of the contract between the Seller and the Assignor.

2. Consideration. As consideration for the assignment, transfer and conveyance of the Purchase Agreement to Assignee, Assignee agrees to pay to Assignor the fees described in the Contract dated August 4th, 2018, as amended.

3. Broker. Assignor and Assignee represent to each other that they did not have any contact with any broker, finder or real estate agent with respect to this transaction. Assignor and Assignee agree to each indemnify and hold the other harmless for any commissions, finder’s fees or the like that the non-indemnifying party is obligated to pay to any other broker,

together with the non-indemnifying party's "costs" and reasonably attorney's fees caused by the indemnifying party's contact with any such other brokers.

4. Assignor's Representations. Assignor has the full right and authority to execute this Assignment, and has not previously agreed to assign or encumber the Purchase Agreement in any manner shape or form.

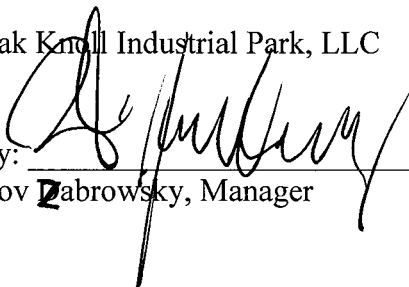
5. Counterparts. This Agreement may be executed in any one or more counterparts (including by electronic pdf or facsimile signature), each of which shall constitute an original Agreement, but all of which together shall constitute one in the same instrument.

6. Legal Fees. The Buyer/Assignor shall pay to the firm of Novins, York and Jacobus the sum of \$ 4,750 which represents the Seller's fees for the Assignment of the contract. The Assignment shall not be effective until said sum is paid.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment Agreement to be signed the date and year first written above.

ASSIGNOR

Oak Knoll Industrial Park, LLC

By: 
Dov Zabrowsky, Manager

ASSIGNEE:

Howell Industrial Complex, LLC

By: _____

By: _____

Sellers hereby represent that they have reviewed and accepted the terms of this assignment agreement as it pertains to Sellers. Sellers further represent that the annexed Agreement for Sale and addenda (collectively the "Purchase Agreement"), comprise of the entire agreement between Sellers and Assignor, is in full force and effect, and Assignor is in full compliance of all its obligations therein, and is not in default thereunder, except for (i) monetary defaults in the amount of \$507,463.02, which may be cured by a payment from Assignee to Sellers until September 18, 2018, and (ii) Buyer's failure to submit of applications to the Township of Howell, which can be cured through October 30, 2018. Sellers further represent that except for the Purchase Agreement, there are no other agreements between Sellers and Assignor related to the Property or the Purchase Agreement. Sellers agree and acknowledge that from the date hereof, the term Buyer under the Purchase Agreement shall mean the Assignee, and as of the date hereof, Assignee shall have all the rights and obligations of the Buyer. Notwithstanding the foregoing, Assignor shall not be released from its obligations under the Contract in the event that Assignee fails to comply therewith. For purposes of clarity, all the benchmarks and timelines in the Purchase Agreement are reiterated below and acknowledged by the Sellers to be the accurate dates and benchmarks.

Date	Obligation	Status	Liable Party
2/6/2017	Initial \$50,000 deposit in escrow	Completed	N/A
12/29/2017	Additional \$50,000 deposit to escrow and \$20,000 towards taxes and insurance	Completed	N/A
5/21/2018	Additional \$200,000 deposit to be released to Seller	Completed	N/A
7/20/2018*	Additional \$500,000 in escrow	Open	Assignee
8/1/2018*	Payment of Taxes - approximately \$7,014.05 and insurance of \$ 448.97 Application not submitted to the Township of Howell **	Open	Assignee
11/1/2018	Payment of Taxes - approximately \$7,014.05 and insurance \$ 505.00	Open	Assignee
11/19/2018	Additional \$100,000 deposit released to Seller and additional \$500,000 in escrow	Open	Assignee
2/1/2019	Payment of Taxes - approximately \$7,014.05	Open	Assignee
2/18/2019	Additional \$100,000 deposit released to Seller	Open	Assignee
5/1/2019	Payment of Taxes - approximately \$7,014.05	Open	Assignee
5/22/2019	Additional \$100,000 deposit released to Seller and additional \$500,000 in escrow	Open	Assignee
8/1/2019	Payment of Taxes - approximately \$7,014.05	Open	Assignee

8/21/2019	Additional \$100,000 deposit released to Seller	Open	Assignee
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* Buyer/Assignee agree that the obligations set forth above that were due on or before the date hereof and remain open shall be on or before September 18, 2018.

** Completed application will be submitted to the Township of Howell and the seller on or before October 30, 2018.

Seller:

EXHIBIT A

Agreement for Sale and Purchase of Real Estate

This Agreement, made this 31st day of January, 2016, 7

BETWEEN: The Estate of Lawrence Katz
Felix Pflaster
Harriet Katz
79 Randolph Road
Howell, NJ 07731
(hereinafter designated as the "Seller")

AND: Oak Knoll Industrial Park LLC

(hereinafter designated as the "Buyer")

WITNESSETH:

1. **PROPERTY SOLD.** Seller agrees to sell and Buyer agrees to buy the property described in this Agreement. The property to be sold consists of (a) the land and improvements on the land and (b) all the Seller's rights relating to the land. The real property is more specifically known and designated as Lots 2 and 3 in Block 5 in the Township of Howell, State of New Jersey ("Property").

2. **PURCHASE PRICE.**

The Purchase Price for the Property referred to in Paragraph 1 above shall be \$12,000,000.00 and shall be paid as follows:

Upon execution of the within Agreement
to be held in the Trust Account of
Novins, York & Jacobus until closing
of title or termination of the Agreement \$ 50,000.00

Upon conclusion of the Feasibility Period
to be held in the Trust Account of
Novins, York & Jacobus until closing
of title or termination of the Agreement \$ 50,000.00

Balance Due at time of closing in
Attorney Trust Account or certified check \$11,900,000.00

3. **LIENS AGAINST PROPERTY.** The Seller acknowledge that the Buyer will expend significant sums to obtain zoning and planning approvals and will have potential exposure to prospective users of the proposed development. In the event Seller breaches the contract for any reason including Seller's inability to deliver title free and clear of liens, Sellers will be personally liable to Buyer for all damages Buyer incurs including but not limited to reimbursement of all costs and expenses incurred by Buyer. The liability Seller under this paragraph will not exceed \$250,000.00.

4. **CLOSING DATE.** The closing of title shall take place forty-six (46) days after satisfaction of development approval contingencies referred to in Paragraph 5 below at the law office of Cleary Giacobbe Alfieri Jacobs, LLC, 5 Ravine Drive, Matawan, New Jersey 07747.

5. **FEASIBILITY PERIOD.** Buyer shall have the right to conduct a feasibility study within ninety (90) days from execution of this Agreement for the purposes of exploring the feasibility of developing the Property. During the feasibility period, Buyer may conduct such development, marketing, zoning, environmental and other studies deemed necessary by Buyer. The feasibility study

must be acceptable to Buyer, in Buyer's sole discretion. If the same is not acceptable to Buyer, Buyer shall notify the Seller by the ninety first (91st) day following the execution of this Agreement indicating to Seller that the feasibility study is not acceptable to the Buyer and that the deposit is to be returned to the Buyer. In such event, neither party shall have any further obligation to the other hereunder. If the buyer proceeds with the transaction at the end of the Feasibility Period, then and in that event the Buyer must provide to the seller reasonable of the financial ability to proceed to closing.

Buyer, and Buyer's agents, employees or contractors have the right to enter upon the Property for the purpose of making, at its sole cost and expense, the tests referred to above. Buyer will indemnify and defend Seller from and against any claims, damage or loss caused by Buyer's entry upon the Property to perform tests hereinabove stated.

Prior to entering the Property, Buyer shall provide to Seller a certificate evidencing that Buyer maintains comprehensive general liability insurance with a combined single limit for bodily injury and property damage with not less than \$1,000,000.00 per occurrence. Upon completion of the contingency period the buyer shall reimburse the seller for all real estate taxes due for the property as well as all insurance. Said reimbursement shall be made upon presentation of the tax bills and insurance statements to the buyer.

6. **ZONING CONTINGENCY.** This Agreement is contingent upon Buyer obtaining all governmental, utility and other Approvals necessary for the

development of the Property in the manner desired by Buyer for uses permitted in the zone. Approvals shall mean the subdivision, variances and/or site plan approvals for development of the Property in the manner desired by Buyer. During the contingency period the buyer will provide monthly reports of the extent and nature of the activity and progress being made towards satisfaction of the contingencies and copies of all plans, reports, etc. prepared for or received by Buyer.

The Buyer will file an application with the Howell Township Planning Board within ninety (90) days from conclusion of the Feasibility Period. In the event the Approvals for the Property are not obtained within twelve (12) months from the conclusion of the Feasibility Period (the "Initial Expiration") and the Buyer has been diligently pursuing the Approvals, the buyer shall have the option upon written notice to the Sellers to extend the approval period for an additional six (6) month period provided Buyer pays to Seller an additional, non-refundable deposit of \$200,000.00. The \$200,000.00 deposit and the initial \$100,000.00 will be released to Seller at the time of the extension and are non-refundable. All deposit monies released to Seller shall be applicable to the purchase price.

Day	Period	Funds
1-90	Feasibility study	\$50,000 Escrow
91-180	Preparation of application	Additional \$50,000 in escrow
181-455	Approval period	No New Escrow
455- 630	Extension	Release original \$100,000 escrow (non-refundable) and provide and release an additional \$200,000 non-refundable deposit

Approvals shall include, but not be limited to, if applicable, final, non-appealable Township of Howell Planning Board or Zoning Board of Adjustment, Monmouth County Planning Board, Soil Conservation District, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, U.S. Army Corps of Engineers, any necessary Municipal or Sewerage Authority, New Jersey Department of Health and any and all other final, non-appealable Approvals (except for the actual issuance of building permits or filing of a subdivision map or deed), necessary for the development and construction of Property in accordance with the Approvals. Sellers shall cooperate with Buyer, at no cost to Sellers in obtaining all such Approvals provided Buyer makes application for the Approvals specifically referred to in the Agreement and in accordance with understanding by and between the parties, Seller will not object, obstruct nor delay the process of the Approvals. Unless waived by Buyer in writing, this Agreement is contingent upon Buyer having obtained the Approvals. All Approvals and/or renewals shall be obtained at Buyer's sole cost and expense. As used herein, final, non-appealable Approvals shall mean any approval, order or declaration issued by any entity having jurisdiction and for which the applicable statute of limitations for appealing such approval, order or declaration has expired.

Buyer will accept a deed restriction on the Property prohibiting residential uses for a period of twenty-five (25) years from closing. This prohibition will not prevent Buyer, and/or its successors, from allowing day care, assisted living or other

types of similar uses provided same are located within the commercial lots and not as a separate residential type development

7. **CONDITION OF PROPERTY.**

a) Buyer shall take the premises "AS IS" and in its present condition, status and state of repair. Seller shall not be liable or bound in any manner by any verbal or written statements or representations, express or implied, made by Seller, its agents or representatives, relating to the premises, or its operation, condition, character or quality, including, without limitation, the structural, mechanical and environmental condition of the premises, the state of title, the availability of utilities, the capacity for development of the premises and whether the premises is in compliance with laws.

b) Buyer's investigation. Buyer acknowledges that Buyer has entered into this agreement on the basis of its right to conduct a full inspection and investigation of the premises, its operation, condition, character and quality, including, without limitation, the structural, mechanical and environmental condition of the premises, the state of title, the availability of utilities, the capacity for development of the premises and whether the premises is in compliance with laws, and Buyer acknowledges that it shall be relying solely on its own investigations when proceeding with the purchase of the premises. Buyer further acknowledges that Buyer is sophisticated and experienced in real estate transactions.

8. **TYPE OF DEED.** A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a Deed known as Bargain and Sale with Covenants against Grantor's Acts. Seller shall also provide and execute at closing an Affidavit of Title and any other documentation reasonably required by Buyer's Title Company.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.** Seller, to the best of Seller's knowledge, hereby makes the following representations, warranties and covenants to Buyer, each of which shall be true and correct as of the date of closing:

a) There are not now outstanding with respect to the Property any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations and any such notices hereafter issued prior to closing will be satisfied by Seller.

b) There are no agreements by Seller, written or oral, with the Township, County or other Governmental Agencies which would affect or impair the development of the Property. The Seller represents that there may be an easement for access to Randolph Road.

c) Seller has the full power, authority and legal right to enter into and perform this Agreement, without requiring the consent or approval of any party not previously obtained. The execution, delivery and performance of this Agreement will not contravene any law, governmental rule, regulation or order binding on Seller, nor will the performance of the obligations hereunder violate or constitute an event of default under the terms or provisions of any agreement, document or other

instrument to which Seller is party or by which the Property is bound. The Seller will confirm the ability of the Estate and Harriet Katz to complete the sale within ten (10) days of Contract execution.

d) Seller does not have knowledge that the Property is affected by or subject to any pending or threatened (i) condemnation proceedings or proceedings which would impair or result in the termination of access from the Property to abutting public highways, streets and roads; (ii) tax appeals; or (iii) any actions or proceedings before any Court or administrative agency which will materially adversely affect the Property or the ability of Seller to perform Seller's obligations under this Agreement.

e) No one other than Buyer has an agreement, option or right of first refusal to purchase the Property or any part thereof and Seller has granted no leases or licenses, nor created any tenancies, affecting the Property. There are no parties in possession of any portion of the Property as trespassers or otherwise.

f) Seller does not have knowledge of, any mines, limestone deposits, or other subsurface conditions on the Property which would have a materially adverse effect on the ability of Buyer to construct the project.

g) Seller does not have any knowledge that (i) there are any hazardous substances, as defined by any federal, state or municipal law, on the Property; or (ii) there are grounds for the filing or a lien against the Property pursuant to the New Jersey Spill Compensation and Control Act. Seller has no knowledge of (i) any underground storage tanks located on or under the Property and subsequently

removed or abandoned in place without obtaining approval of a closure plan from NJDEP, or (ii) any sumps, clarifiers or on-site wells located on or under the Property.

h) Seller represents that all liens and encumbrances will be paid from the sales proceeds regardless of the allocation of the sales price amongst the Sellers. In addition, Seller will not encumber the property with liens, whether voluntary and involuntary, in excess of 70% of the purchase price.

All of the foregoing representations and warranties of Seller are true, accurate and complete as of the date of execution of this Agreement and, as a condition precedent to Buyer's obligation to close hereunder, shall be true, accurate and complete as of the closing date.

10. **TITLE PROVISIONS.** The Property to be sold and conveyed subject to:

a) Municipal Zoning ordinances, law, and ordinances of the State of New Jersey, County of Monmouth, Township of Howell, the rules and regulations of the respective agencies relating to buildings and construction used and all amendments and additions thereto now or hereafter in force and effect which relate to the Property:

b) The rights, public and private, and of public utility corporations, if any in the streets and roads, if any adjoining the Property; and

c) Such facts as an accurate survey would disclose; provided, however, that such survey shall not disclose any defects or impediments to title.

d) Subsurface conditions affecting the Property.

e) Title to the lands and Property to be conveyed hereunder shall be good and marketable and such as will be insurable with standard exceptions by a reputable title insurance company authorized to do business in the State of New Jersey.

f) Buyer agrees to complete a title examination within forty –five (45) days from the date of this Agreement and deliver a copy of same to Seller. In the event that the examination of title to be made by and at the cost and expense of the Buyer discloses any exception to title the Buyer shall serve a written notice as to the same upon the Seller, any such notice or notices to be mailed to the Seller within ten (10) days after the Buyer's counsel receives written notice in the form of a written report of title on any one or more occasions from the title insurance company designated by the Buyer, or any such exception or exceptions, and the Seller shall have forty-five (45) days thereafter to cause the removal of such exception, and Seller shall at its sole cost and expense diligently attempt to do so, provided, however, that in the event the cost exceeds \$3,000.00, and the Buyer does not waive the exception or exceptions, Seller shall have the option to terminate this Agreement without further liability. Any exception not so reported shall be deemed waived. In the event that the Seller is unable to cause removal of any exception as to which they have such notice within the time period, the Buyer shall have the option to:

i) Proceed to closing taking such title as Seller can deliver but without any abatement in the purchase price; or

ii) Terminate this agreement, in which case any deposit monies shall be returned to the Buyer, and the parties shall have no further obligations as to each other pursuant to the terms of this Agreement, except that Seller shall reimburse Buyer for actual title search and Attorney's fees incurred up to a maximum of \$750.00.

11. **ADJUSTMENTS AT CLOSING.** The Buyer and Seller agree to adjust the following expenses as of the closing date: Municipal water charges and sewer charges and other incidental charges. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this Sale. Seller shall be responsible for any "Rollback" taxes which may be assessed against any portion of the Property for any period prior to closing. Buyer shall be responsible for payment of real estate taxes and liability insurance after conclusion of the Feasibility Period, which payments are non-refundable and not applicable to the purchase price.

12. **BULK SALES ESCROW.** Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. Buyer shall deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) in the then current form prescribed by the Division (and such other forms as the Division may require), together with a fully executed copy of the Agreement, (the "Tax Notification") to the Division by

registered or certified mail or overnight delivery so that such Tax Notification is received by the Division not less than fifteen (15) days prior to closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Division informs Buyer that a possible claim (the "Claim") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Division related thereto and any tax on the gain from the sale of the Property (collectively, "Taxes"), exists and the amount thereof (the "Deficiency"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held and disbursed for the payment of any taxes owed by the Seller to the Division. The escrow agent shall be a title agent, title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller ("Tax Escrow Agent"). For the avoidance of doubt, Buyer shall not be liable for any Taxes, and Seller shall indemnify, defend, and hold Buyer harmless from any liability, damage or expense incurred in connection with any claim for any such Taxes, including, without limitation, any interest and penalties thereon and cost and fees imposed by the Division relating thereto. The indemnification provision contained in this paragraph shall survive the termination of the Agreement and/or the Closing under the Agreement.

13. **CONDEMNATION.** In the event that, prior to the day of any closing herein, condemnation or eminent domain proceedings shall be commenced against the Property, or threatened, Buyer shall have the option to:

a) Terminate this Agreement, in which event this Agreement shall become null and void and neither party shall have any further right or remedy against the other; or

b) Proceed to the Closing and accept the Property subject to such proceedings, in which event any award that might be paid to Seller shall be paid over or assigned by Seller to Buyer.

14. **ASSESSMENTS.** If, at the time before signing of the Agreement, the Property or any portion thereof, shall be or shall have been affected by an assessment or assessments for any public improvements installed or to be installed by any governmental agency which are or may become payable in annual installments of which the first installment is then due or has been paid, then, for the purpose of this Agreement, all of the unpaid installments of such assessment, including those which are to become due and payable after the delivery of the Deed, shall be deemed to be due and payable and to be liens upon the Property and shall be paid and discharged by the Buyer upon the delivery of the Deed. All unconfirmed improvements and assessments against the Property prior to closing will be the responsibility of the Seller.

15. **DEFAULT BY BUYER OR SELLER.**

a) In the event of a breach of this Agreement by Buyer, Seller shall retain the deposit monies as liquidated damages.

b) In the event of a breach by Seller, the Buyer shall have available to it all remedies at law, including specific performance.

16. **RIGHT OF FIRST REFUSAL.** Seller grants to Buyer the right of first refusal to purchase Lot 1 in Block 38. Seller must provide Buyer with thirty (30) days written notice of any offer to sell Lot 1 in Block 38 during which time Buyer may elect to match the offer. However, Seller can transfer title amongst themselves or to affiliated parties subject to the right of the right of first refusal.

17. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the Buyer and the Seller. This Agreement replaces and cancels any previous agreements between the Buyer and the Seller. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller.

18. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

19. **BROKER'S COMMISSION.** The parties hereby represent to each other that there are no written agreements or correspondence with any real estate agents or brokers relating to this Agreement and therefore the parties hold each other harmless from any claims for commissions.

20. **RECORDATION.** It is understood and agreed that this Agreement may not be recorded in the Monmouth County Clerk's Office.

21. **NOTICES.** No notice, request, consent, approval, waiver or other communication under this Agreement shall be effective unless, but any such communication shall be deemed to have been given if, the same is in writing and is mailed by registered mail or certified mail, postage prepaid, or email, addressed to the parties at the address noted below, or sent by fax at the fax numbers listed below:

From Buyer to Seller: Harvey York, Esq.
Novins, York & Jacobus
202 Main Street
Toms River, NJ 08753
E-mail address: Harvey.york@nyplaw.com

With a copy to: Lawrence Katz
Felix Pflaster
79 Randolph Road
Howell, NJ 07731

Notices from Seller to Buyer: Salvatore Alfieri, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
5 Ravine Drive
Matawan, NJ 07747
E-mail address: salfieri@cgajlaw.com

With a copy to: Oak Knoll Industrial Park LLC

22. **APPLICABLE LAW.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.

23. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances, shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement,

or the application of such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. **INTERPRETATION.** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

25. **COUNTERPARTS, COPIES, ELECTRONIC AND FACSIMILE SIGNATURES.** This Contract may be executed in several counterparts, which when taken together shall be deemed to be an original. Facsimile or electronic signatures shall be deemed to be original signatures. Each executed copy shall be deemed an original.

26. **SECTION HEADINGS.** The Section Headings in this Agreement are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing any provision of this Agreement.

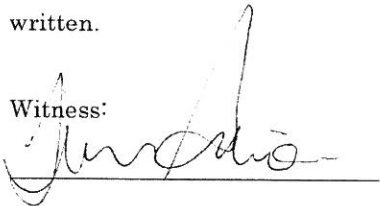
27. **ASSIGNMENT.** The within Agreement may be assigned by Buyer without the prior written consent of Seller to an entity to be formed to purchase the Property.

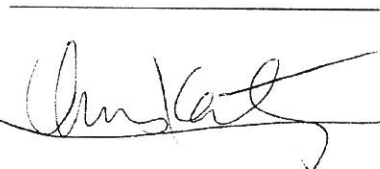
28. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties hereto relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise specifically provided, no subsequent alterations, amendments, changes or additions to this

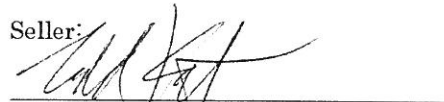
Agreement shall be binding upon either party unless in writing and signed by each party.

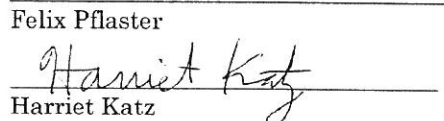
29. **AGREEMENT NOT AN OFFER.** This Agreement is transmitted for examination only, and does not constitute an offer to sell the Property. This Agreement shall become effective only upon execution by and delivery to both parties. A draft of this Agreement that is signed and delivered by one party shall become null and void if not accepted by the other party within five (5) business days after such party is in receipt of the signed draft.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed the day and year first above written.

Witness:




Seller:

The Estate of Lawrence Katz
By Todd Katz - Executor

Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC
By:


Agreement shall be binding upon either party unless in writing and signed by each party.

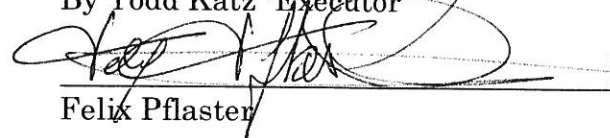
29. **AGREEMENT NOT AN OFFER.** This Agreement is transmitted for examination only, and does not constitute an offer to sell the Property. This Agreement shall become effective only upon execution by and delivery to both parties. A draft of this Agreement that is signed and delivered by one party shall become null and void if not accepted by the other party within five (5) business days after such party is in receipt of the signed draft.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed the day and year first above written.

Witness:

Seller:

 1/17/17

The Estate of Lawrence Katz
By Todd Katz - Executor
 1/17/17
Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC


By:

The Estate of Lawrence Katz
By Todd Katz -Executor

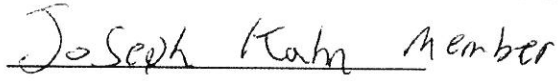
Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC



By:



Joseph Kahn Member

Addendum to Agreement to Sale

This Addendum is attached to and made part of the Agreement to Sale.

Dated: September 20, 2017

Between: The Estate of Lawrence Katz, Felix Pflaster and Harriet Katz, Seller and Oak Knoll Industrial Park LLC, Buyer.

For the sale and purchase of property located at: Lot 2 and 3 in Block 5, Howell, New Jersey.

In the event of any conflict between the provisions of the Addendum and the Agreement of Sale, the provisions of this Addendum shall control.

1. The Agreement of Sale and any other amendments remain in full force and effect.

2. Buyer has not pursued the development approvals due to an objection to a site plan application for a neighboring property. The objector filed an interpretation application with the Zoning Board that challenged the ability of the applicant to develop its property without a use variance. The Zoning Board denied the interpretation on September 11, 2017. The approval contingency is extended ~~so as to commence at the conclusion of the appeal period of the above referenced interpretation application.~~ as follows:

1. Upon execution of this amendment, the Buyer shall immediately make the second payment of \$50,000 that was due at the end of the 90 day feasibility period.

2. Upon execution of this amendment, the Buyer will pay the Seller for all real estate property taxes and insurance accrued since the end of the feasibility period through November 1, 2017. The amount due is \$20,448.97 (19,945.97 Taxes + 503 Insurance). The Buyer shall make all future payments for real estate taxes and insurance within 30 days of proof of payment by Seller.

3. The Buyer will have until 12/31/17 to file its application with the Howell Twp. Planning Board. All other time frames will not be extended and will remain the same. See revised schedule below.

4. On page 4 of the contract, amend the wording in the second paragraph from "The Buyer will file an application with the Howell Township Planning Board within ninety (90) days from conclusion of the feasibility period." To "The Buyer will file an application with the Howell Township Planning Board by 12/31/2017."

6. Revised Schedule:

Day	Period	Funds
1-90	Feasibility study	\$50,000 Escrow
91-Until 12/31/17	Preparation of application	Additional \$50,000 in escrow
455 days from contract signing	Approval period	No New Escrow
455- 630	Extension	Release original \$100,000 escrow (non-refundable) and provide and release an additional \$200,000 non-refundable deposit

Signed and Agreed to by:

 Seller – The Estate of Lawrence Katz


Date

 Seller – Felix Pflaster

Date

 Seller – Harriet Katz

Date


 Buyer – Oak Knoll Industrial Park LLC

Date

Second Addendum to Agreement for Sale

This Second Addendum is attached to and made part of the Agreement for Sale.

Dated: May 21, 2018

Between: The Estate of Lawrence Katz, Felix Pflaster and Harriet Katz, Seller and Oak Knoll Industrial Park LLC, Buyer.

For the sale and purchase of property located at: Lot 2 and 3 in Block 5, Howell, New Jersey.

In the event of any conflict between the provisions of the Second Addendum, Addendum and the Agreement for Sale, the provisions of this Second Addendum shall control.

1. The Agreement for Sale and any other amendments remain in full force and effect.
2. Buyer has not pursued the Approvals due to an objection to a site plan application for a neighboring property. Buyer is now prepared to pursue the development approvals. The approval contingency is extended as follows:
 - i. Upon execution of this Agreement, the Buyer shall immediately pay to Seller a deposit of \$200,000.00, which deposit is non-refundable, but applicable to the purchase price and the initial \$100,000.00 deposit shall be released to Seller which deposit is non-refundable, but applicable to the purchase price.
 - ii. Buyer will file a site plan application with the Howell Township Planning Board within sixty (60) days of execution of this Second Addendum, with the right to a 30-day extension if delays in filing the application are beyond Buyer's control.
 - iii. Within sixty (60) days of execution of this Second Addendum, Buyer will pay to the trust account of Novins, York & Jacobus a deposit of \$500,000.00 to be held subject to the contract contingencies until closing of title or termination of the Agreement for Sale.
 - iv. The zoning contingency period set forth in Paragraph 6 of the Agreement for Sale is amended to six (6) months from execution of this Second Addendum. Buyer may extend the zoning contingency for ninety (90) days provided it is diligently pursuing the Approvals upon payment of an additional deposit of \$500,000.00 to be held subject to the contract contingencies in the trust account of Novins, York & Jacobus to be held until closing or termination of the Agreement for Sale and payment to Seller of an additional deposit of \$100,000.00, which \$100,000.00 payment is non-refundable, but applicable to the purchase price. Seller will grant Buyer additional time to obtain the Approvals provided Buyer is diligently pursuing same and the process is delayed due to the

governmental agencies or objectors, however, said extension shall not extend eighteen (18) months from the date of this Addendum. Buyer shall pay to Seller the sum of \$100,000.00, which payment is non-refundable, but applicable to the purchase price, on the ninth, twelfth and fifteenth month of the extension periods. In addition, Buyer will post an additional \$500,000.00 twelve (12) months from execution of this Agreement to be held in the trust account of Novins, York & Jacobus to be held until closing or termination of the Agreement of Sale. All development approval periods shall be tolled in the event of an appeal of the Planning Board action. Buyer will provide Seller with monthly progress reports on the status of the development applications, with copies of all plans, reports, studies and correspondence associated therewith. In the event that the approvals are obtained but the Buyer fails to close title in accordance with the terms of the contract, then and in that event all deposit monies shall be released and retained by the Seller as liquidated damages.

v. Simultaneous with the execution of this Second Addendum, Buyer shall pay to Seller the sum of \$13,354.89 for real estate taxes incurred by Seller through the second quarter 2018.

vi. Buyer will be responsible for payment of the real estate taxes and insurance on the property during the balance of the term of the Agreement for Sale.

Day	Period	Funds
1-90	Preparation of application	Additional \$200,000.00 deposit to be released to Seller
60-180	Approval period	Additional \$500,000.00 in escrow
181-270	Extension	Additional \$100,000.00 deposit released to Seller and additional \$500,000.00 in escrow
271-365	Extension	Additional \$100,000.00 deposit released to Seller
366-456	Extension	Additional \$100,000.00 deposit released to Seller and additional \$500,000.00 in escrow
457-547	Extension	Additional \$100,000.00 deposit released to Seller

Signed and Agreed to by:

Seller - The Estate of Lawrence
Katz



Seller - Felix Pflaster

Date

Date

5/24/18

Seller - Harriet Katz

Date

Buyer - Oak Knoll Industrial
Park LLC

Date

Signed and Agreed to by:

Seller - The Estate of Lawrence
Katz


Date

Seller - Felix Pflaster

Date

Seller - Harriet Katz

Date



Buyer - Oak Knoll Industrial
Park LLC

5/24/18

Date

Agreement for Sale and Purchase of Real Estate

This Agreement, made this 31st day of *January*, 2016, 7

BETWEEN: The Estate of Lawrence Katz
Felix Pflaster
Harriet Katz
79 Randolph Road
Howell, NJ 07731
(hereinafter designated as the "Seller")

AND: Oak Knoll Industrial Park LLC

(hereinafter designated as the "Buyer")

WITNESSETH:

1. **PROPERTY SOLD.** Seller agrees to sell and Buyer agrees to buy the property described in this Agreement. The property to be sold consists of (a) the land and improvements on the land and (b) all the Seller's rights relating to the land. The real property is more specifically known and designated as Lots 2 and 3 in Block 5 in the Township of Howell, State of New Jersey ("Property").

2. **PURCHASE PRICE.**

The Purchase Price for the Property referred to in Paragraph 1 above shall be \$12,000,000.00 and shall be paid as follows:

Upon execution of the within Agreement
to be held in the Trust Account of
Novins, York & Jacobus until closing
of title or termination of the Agreement \$ 50,000.00

Upon conclusion of the Feasibility Period
to be held in the Trust Account of
Novins, York & Jacobus until closing
of title or termination of the Agreement \$ 50,000.00

Balance Due at time of closing in
Attorney Trust Account or certified check \$11,900,000.00

3. **LIENS AGAINST PROPERTY.** The Seller acknowledge that the Buyer will expend significant sums to obtain zoning and planning approvals and will have potential exposure to prospective users of the proposed development. In the event Seller breaches the contract for any reason including Seller's inability to deliver title free and clear of liens, Sellers will be personally liable to Buyer for all damages Buyer incurs including but not limited to reimbursement of all costs and expenses incurred by Buyer. The liability Seller under this paragraph will not exceed \$250,000.00.

4. **CLOSING DATE.** The closing of title shall take place forty-six (46) days after satisfaction of development approval contingencies referred to in Paragraph 5 below at the law office of Cleary Giacobbe Alfieri Jacobs, LLC, 5 Ravine Drive, Matawan, New Jersey 07747.

5. **FEASIBILITY PERIOD.** Buyer shall have the right to conduct a feasibility study within ninety (90) days from execution of this Agreement for the purposes of exploring the feasibility of developing the Property. During the feasibility period, Buyer may conduct such development, marketing, zoning, environmental and other studies deemed necessary by Buyer. The feasibility study

must be acceptable to Buyer, in Buyer's sole discretion. If the same is not acceptable to Buyer, Buyer shall notify the Seller by the ninety first (91st) day following the execution of this Agreement indicating to Seller that the feasibility study is not acceptable to the Buyer and that the deposit is to be returned to the Buyer. In such event, neither party shall have any further obligation to the other hereunder. If the buyer proceeds with the transaction at the end of the Feasibility Period, then and in that event the Buyer must provide to the seller reasonable of the financial ability to proceed to closing.

Buyer, and Buyer's agents, employees or contractors have the right to enter upon the Property for the purpose of making, at its sole cost and expense, the tests referred to above. Buyer will indemnify and defend Seller from and against any claims, damage or loss caused by Buyer's entry upon the Property to perform tests hereinabove stated.

Prior to entering the Property, Buyer shall provide to Seller a certificate evidencing that Buyer maintains comprehensive general liability insurance with a combined single limit for bodily injury and property damage with not less than \$1,000,000.00 per occurrence. Upon completion of the contingency period the buyer shall reimburse the seller for all real estate taxes due for the property as well as all insurance. Said reimbursement shall be made upon presentation of the tax bills and insurance statements to the buyer.

6. **ZONING CONTINGENCY.** This Agreement is contingent upon Buyer obtaining all governmental, utility and other Approvals necessary for the

development of the Property in the manner desired by Buyer for uses permitted in the zone. Approvals shall mean the subdivision, variances and/or site plan approvals for development of the Property in the manner desired by Buyer. During the contingency period the buyer will provide monthly reports of the extent and nature of the activity and progress being made towards satisfaction of the contingencies and copies of all plans, reports, etc. prepared for or received by Buyer.

The Buyer will file an application with the Howell Township Planning Board within ninety (90) days from conclusion of the Feasibility Period. In the event the Approvals for the Property are not obtained within twelve (12) months from the conclusion of the Feasibility Period (the "Initial Expiration") and the Buyer has been diligently pursuing the Approvals, the buyer shall have the option upon written notice to the Sellers to extend the approval period for an additional six (6) month period provided Buyer pays to Seller an additional, non-refundable deposit of \$200,000.00. The \$200,000.00 deposit and the initial \$100,000.00 will be released to Seller at the time of the extension and are non-refundable. All deposit monies released to Seller shall be applicable to the purchase price.

Day	Period	Funds
1-90	Feasibility study	\$50,000 Escrow
91-180	Preparation of application	Additional \$50,000 in escrow
181-455	Approval period	No New Escrow
455- 630	Extension	Release original \$100,000 escrow (non-refundable) and provide and release an additional \$200,000 non-refundable deposit

Approvals shall include, but not be limited to, if applicable, final, non-appealable Township of Howell Planning Board or Zoning Board of Adjustment, Monmouth County Planning Board, Soil Conservation District, New Jersey Department of Environmental Protection, New Jersey Department of Transportation, U.S. Army Corps of Engineers, any necessary Municipal or Sewerage Authority, New Jersey Department of Health and any and all other final, non-appealable Approvals (except for the actual issuance of building permits or filing of a subdivision map or deed), necessary for the development and construction of Property in accordance with the Approvals. Sellers shall cooperate with Buyer, at no cost to Sellers in obtaining all such Approvals provided Buyer makes application for the Approvals specifically referred to in the Agreement and in accordance with understanding by and between the parties, Seller will not object, obstruct nor delay the process of the Approvals. Unless waived by Buyer in writing, this Agreement is contingent upon Buyer having obtained the Approvals. All Approvals and/or renewals shall be obtained at Buyer's sole cost and expense. As used herein, final, non-appealable Approvals shall mean any approval, order or declaration issued by any entity having jurisdiction and for which the applicable statute of limitations for appealing such approval, order or declaration has expired.

Buyer will accept a deed restriction on the Property prohibiting residential uses for a period of twenty-five (25) years from closing. This prohibition will not prevent Buyer, and/or its successors, from allowing day care, assisted living or other

types of similar uses provided same are located within the commercial lots and not as a separate residential type development

7. **CONDITION OF PROPERTY.**

a) Buyer shall take the premises "AS IS" and in its present condition, status and state of repair. Seller shall not be liable or bound in any manner by any verbal or written statements or representations, express or implied, made by Seller, its agents or representatives, relating to the premises, or its operation, condition, character or quality, including, without limitation, the structural, mechanical and environmental condition of the premises, the state of title, the availability of utilities, the capacity for development of the premises and whether the premises is in compliance with laws.

b) Buyer's investigation. Buyer acknowledges that Buyer has entered into this agreement on the basis of its right to conduct a full inspection and investigation of the premises, its operation, condition, character and quality, including, without limitation, the structural, mechanical and environmental condition of the premises, the state of title, the availability of utilities, the capacity for development of the premises and whether the premises is in compliance with laws, and Buyer acknowledges that it shall be relying solely on its own investigations when proceeding with the purchase of the premises. Buyer further acknowledges that Buyer is sophisticated and experienced in real estate transactions.

8. **TYPE OF DEED.** A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a Deed known as Bargain and Sale with Covenants against Grantor's Acts. Seller shall also provide and execute at closing an Affidavit of Title and any other documentation reasonably required by Buyer's Title Company.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.** Seller, to the best of Seller's knowledge, hereby makes the following representations, warranties and covenants to Buyer, each of which shall be true and correct as of the date of closing:

a) There are not now outstanding with respect to the Property any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations and any such notices hereafter issued prior to closing will be satisfied by Seller.

b) There are no agreements by Seller, written or oral, with the Township, County or other Governmental Agencies which would affect or impair the development of the Property. The Seller represents that there may be an easement for access to Randolph Road.

c) Seller has the full power, authority and legal right to enter into and perform this Agreement, without requiring the consent or approval of any party not previously obtained. The execution, delivery and performance of this Agreement will not contravene any law, governmental rule, regulation or order binding on Seller, nor will the performance of the obligations hereunder violate or constitute an event of default under the terms or provisions of any agreement, document or other

instrument to which Seller is party or by which the Property is bound. The Seller will confirm the ability of the Estate and Harriet Katz to complete the sale within ten (10) days of Contract execution.

d) Seller does not have knowledge that the Property is affected by or subject to any pending or threatened (i) condemnation proceedings or proceedings which would impair or result in the termination of access from the Property to abutting public highways, streets and roads; (ii) tax appeals; or (iii) any actions or proceedings before any Court or administrative agency which will materially adversely affect the Property or the ability of Seller to perform Seller's obligations under this Agreement.

e) No one other than Buyer has an agreement, option or right of first refusal to purchase the Property or any part thereof and Seller has granted no leases or licenses, nor created any tenancies, affecting the Property. There are no parties in possession of any portion of the Property as trespassers or otherwise.

f) Seller does not have knowledge of, any mines, limestone deposits, or other subsurface conditions on the Property which would have a materially adverse effect on the ability of Buyer to construct the project.

g) Seller does not have any knowledge that (i) there are any hazardous substances, as defined by any federal, state or municipal law, on the Property; or (ii) there are grounds for the filing or a lien against the Property pursuant to the New Jersey Spill Compensation and Control Act. Seller has no knowledge of (i) any underground storage tanks located on or under the Property and subsequently

removed or abandoned in place without obtaining approval of a closure plan from NJDEP, or (ii) any sumps, clarifiers or on-site wells located on or under the Property.

h) Seller represents that all liens and encumbrances will be paid from the sales proceeds regardless of the allocation of the sales price amongst the Sellers. In addition, Seller will not encumber the property with liens, whether voluntary and involuntary, in excess of 70% of the purchase price.

All of the foregoing representations and warranties of Seller are true, accurate and complete as of the date of execution of this Agreement and, as a condition precedent to Buyer's obligation to close hereunder, shall be true, accurate and complete as of the closing date.

10. **TITLE PROVISIONS.** The Property to be sold and conveyed subject to:

a) Municipal Zoning ordinances, law, and ordinances of the State of New Jersey, County of Monmouth, Township of Howell, the rules and regulations of the respective agencies relating to buildings and construction used and all amendments and additions thereto now or hereafter in force and effect which relate to the Property:

b) The rights, public and private, and of public utility corporations, if any in the streets and roads, if any adjoining the Property; and

c) Such facts as an accurate survey would disclose; provided, however, that such survey shall not disclose any defects or impediments to title.

d) Subsurface conditions affecting the Property.

e) Title to the lands and Property to be conveyed hereunder shall be good and marketable and such as will be insurable with standard exceptions by a reputable title insurance company authorized to do business in the State of New Jersey.

f) Buyer agrees to complete a title examination within forty –five (45) days from the date of this Agreement and deliver a copy of same to Seller. In the event that the examination of title to be made by and at the cost and expense of the Buyer discloses any exception to title the Buyer shall serve a written notice as to the same upon the Seller, any such notice or notices to be mailed to the Seller within ten (10) days after the Buyer's counsel receives written notice in the form of a written report of title on any one or more occasions from the title insurance company designated by the Buyer, or any such exception or exceptions, and the Seller shall have forty-five (45) days thereafter to cause the removal of such exception, and Seller shall at its sole cost and expense diligently attempt to do so, provided, however, that in the event the cost exceeds \$3,000.00, and the Buyer does not waive the exception or exceptions, Seller shall have the option to terminate this Agreement without further liability. Any exception not so reported shall be deemed waived. In the event that the Seller is unable to cause removal of any exception as to which they have such notice within the time period, the Buyer shall have the option to:

i) Proceed to closing taking such title as Seller can deliver but without any abatement in the purchase price; or

ii) Terminate this agreement, in which case any deposit monies shall be returned to the Buyer, and the parties shall have no further obligations as to each other pursuant to the terms of this Agreement, except that Seller shall reimburse Buyer for actual title search and Attorney's fees incurred up to a maximum of \$750.00.

11. **ADJUSTMENTS AT CLOSING.** The Buyer and Seller agree to adjust the following expenses as of the closing date: Municipal water charges and sewer charges and other incidental charges. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this Sale. Seller shall be responsible for any "Rollback" taxes which may be assessed against any portion of the Property for any period prior to closing. Buyer shall be responsible for payment of real estate taxes and liability insurance after conclusion of the Feasibility Period, which payments are non-refundable and not applicable to the purchase price.

12. **BULK SALES ESCROW.** Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. Buyer shall deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) in the then current form prescribed by the Division (and such other forms as the Division may require), together with a fully executed copy of the Agreement, (the "Tax Notification") to the Division by

registered or certified mail or overnight delivery so that such Tax Notification is received by the Division not less than fifteen (15) days prior to closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Division informs Buyer that a possible claim (the "Claim") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Division related thereto and any tax on the gain from the sale of the Property (collectively, "Taxes"), exists and the amount thereof (the "Deficiency"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held and disbursed for the payment of any taxes owed by the Seller to the Division. The escrow agent shall be a title agent, title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller ("Tax Escrow Agent"). For the avoidance of doubt, Buyer shall not be liable for any Taxes, and Seller shall indemnify, defend, and hold Buyer harmless from any liability, damage or expense incurred in connection with any claim for any such Taxes, including, without limitation, any interest and penalties thereon and cost and fees imposed by the Division relating thereto. The indemnification provision contained in this paragraph shall survive the termination of the Agreement and/or the Closing under the Agreement.

13. **CONDEMNATION.** In the event that, prior to the day of any closing herein, condemnation or eminent domain proceedings shall be commenced against the Property, or threatened, Buyer shall have the option to:

a) Terminate this Agreement, in which event this Agreement shall become null and void and neither party shall have any further right or remedy against the other; or

b) Proceed to the Closing and accept the Property subject to such proceedings, in which event any award that might be paid to Seller shall be paid over or assigned by Seller to Buyer.

14. **ASSESSMENTS.** If, at the time before signing of the Agreement, the Property or any portion thereof, shall be or shall have been affected by an assessment or assessments for any public improvements installed or to be installed by any governmental agency which are or may become payable in annual installments of which the first installment is then due or has been paid, then, for the purpose of this Agreement, all of the unpaid installments of such assessment, including those which are to become due and payable after the delivery of the Deed, shall be deemed to be due and payable and to be liens upon the Property and shall be paid and discharged by the Buyer upon the delivery of the Deed. All unconfirmed improvements and assessments against the Property prior to closing will be the responsibility of the Seller.

15. **DEFAULT BY BUYER OR SELLER.**

a) In the event of a breach of this Agreement by Buyer, Seller shall retain the deposit monies as liquidated damages.

b) In the event of a breach by Seller, the Buyer shall have available to it all remedies at law, including specific performance.

16. **RIGHT OF FIRST REFUSAL.** Seller grants to Buyer the right of first refusal to purchase Lot 1 in Block 38. Seller must provide Buyer with thirty (30) days written notice of any offer to sell Lot 1 in Block 38 during which time Buyer may elect to match the offer. However, Seller can transfer title amongst themselves or to affiliated parties subject to the right of the right of first refusal.

17. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the Buyer and the Seller. This Agreement replaces and cancels any previous agreements between the Buyer and the Seller. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller.

18. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

19. **BROKER'S COMMISSION.** The parties hereby represent to each other that there are no written agreements or correspondence with any real estate agents or brokers relating to this Agreement and therefore the parties hold each other harmless from any claims for commissions.

20. **RECORDATION.** It is understood and agreed that this Agreement may not be recorded in the Monmouth County Clerk's Office.

21. **NOTICES.** No notice, request, consent, approval, waiver or other communication under this Agreement shall be effective unless, but any such communication shall be deemed to have been given if, the same is in writing and is mailed by registered mail or certified mail, postage prepaid, or email, addressed to the parties at the address noted below, or sent by fax at the fax numbers listed below:

From Buyer to Seller: Harvey York, Esq.
Novins, York & Jacobus
202 Main Street
Toms River, NJ 08753
E-mail address: Harvey.york@nyplaw.com

With a copy to: Lawrence Katz
Felix Pflaster
79 Randolph Road
Howell, NJ 07731

Notices from Seller to Buyer: Salvatore Alfieri, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
5 Ravine Drive
Matawan, NJ 07747
E-mail address: salfieri@cgajlaw.com

With a copy to: Oak Knoll Industrial Park LLC

22. **APPLICABLE LAW.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.

23. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances, shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement,

or the application of such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. **INTERPRETATION.** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

25. **COUNTERPARTS, COPIES, ELECTRONIC AND FACSIMILE SIGNATURES.** This Contract may be executed in several counterparts, which when taken together shall be deemed to be an original. Facsimile or electronic signatures shall be deemed to be original signatures. Each executed copy shall be deemed an original.

26. **SECTION HEADINGS.** The Section Headings in this Agreement are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing any provision of this Agreement.

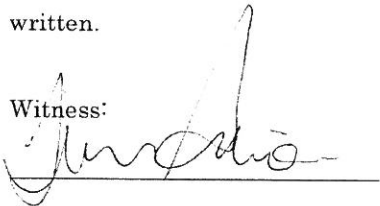
27. **ASSIGNMENT.** The within Agreement may be assigned by Buyer without the prior written consent of Seller to an entity to be formed to purchase the Property.

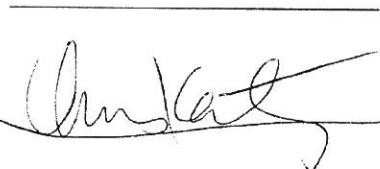
28. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties hereto relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise specifically provided, no subsequent alterations, amendments, changes or additions to this

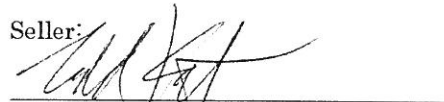
Agreement shall be binding upon either party unless in writing and signed by each party.

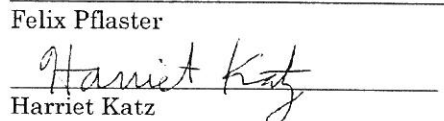
29. **AGREEMENT NOT AN OFFER.** This Agreement is transmitted for examination only, and does not constitute an offer to sell the Property. This Agreement shall become effective only upon execution by and delivery to both parties. A draft of this Agreement that is signed and delivered by one party shall become null and void if not accepted by the other party within five (5) business days after such party is in receipt of the signed draft.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed the day and year first above written.

Witness:




Seller:

The Estate of Lawrence Katz
By Todd Katz -Executor

Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC
By:


Agreement shall be binding upon either party unless in writing and signed by each party.

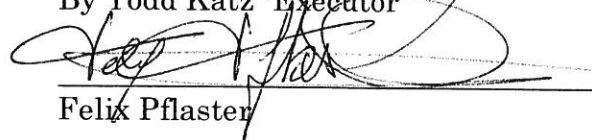
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed the day and year first above written.

Witness:

Seller:

 1/17/17

The Estate of Lawrence Katz
By Todd Katz - Executor
 1/17/17
Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC

By:

The Estate of Lawrence Katz
By Todd Katz -Executor

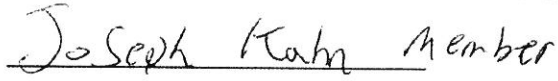
Felix Pflaster

Harriet Katz

Buyer:
Oak Knoll Industrial Park LLC



By:



Joseph Kahn member