

New Jersey Community Solar Energy Pilot Program Program Year 2 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 2, Application Period 1

Application Period Opens: Staff will inform stakeholders once the online application portal is open. The online application portal will open no later than December 31, 2020.

Application Period Closes: Friday, February 5, 2021 at 5:00 P.M. EST

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 MWdc 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. Applications **must** be submitted via a dedicated online application process. Staff will provide further details on how to submit an Application online upon the opening of the online application process. The online application process will reflect the exact questions and requirements laid out



in this Application Form. This PDF Application Form is being provided to allow Applicants to develop their Applications; **do not** submit an Application using this PDF Application Form. Any Application submitted using this PDF Application Form rather than the dedicated online application process will not be considered.

2. 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).
3. **Do not submit the same project (same Applicant name and project site) multiple times or with various sizes.**
4. 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 submitted with the Application Form via the online application process, therefore forming a complete application package.
5. Do not in any way amend, edit, or otherwise change the questions or format of this application form.
6. Original signatures on all forms and certifications of this Application Form are required. The certifications contained in section C must be notarized and may not be modified. More information on how to submit electronic certifications will be provided upon the release of the online application process.
7. Attachments must be submitted as part of the Application Form via the online application process. The Board will not accept documentation sent directly to the Board.

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).
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.
2. 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 must 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 (see “Submission of Confidential Information). Furthermore, the Applicant understands that the list of approved community solar projects will be published on the Board of Public Utilities website.

3. 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

4. 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 next Pilot Program Application Period without advantage or disadvantage, so long as it conforms to the requirements of that Application Period. In the event that any required information or attachment is missing, the Application will be deemed incomplete and will not be scored.
5. Only Applications that are submitted via the online application process will be considered for participation in Program Year 2 (“PY2”) of the Pilot Program.
6. Any Application that contains factually incorrect information will be eliminated from consideration.
7. The Applicant may be required to supplement the information provided in the Application Form upon request from the Board or Board Staff.
8. Following the close of the Application Period, each Application will be reviewed and evaluated by a dedicated Evaluation Committee.
9. 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.
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.**
11. The criteria for evaluation of Applications are presented in Appendix C (Evaluation Criteria). Projects must score a minimum 50 points total in order to be considered for participation in the



Community Solar Energy Pilot Program. Projects that score above 50 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 allocated for that Program Year to each EDC service territory. The last project to be selected by the Board will be granted conditional approval for its full capacity (i.e. no project capacity will be cut off).

The allocated program capacity for Program Year 2 is **150 MWdc**. At least 40% of program capacity (i.e. at least 60 MW) will be allocated to Low and Moderate Income (“LMI”) projects. The Board may, at its discretion, award up to 10% over or under this 150 MWdc capacity limit.

The EDC service territory breakdown of capacity for PY2 is as follows:

EDC	% of retail sales	PY2 Allocated Capacity
Atlantic City Electric (“ACE”)	12.35%	18.525
Jersey Central Power & Light (“JCP&L”)	28.86%	43.29
Public Service Electric & Gas (“PSE&G”)	56.87%	85.305
Rockland Electric Company (“RECO”)	1.92%	2.88
Total	100%	150

- The Board may elect not to select projects in an EDC service territory if the number of Applications submitted is insufficient to provide adequate competition. In that event, the Board may allow the unused capacity to be reallocated to another EDC territory.

Milestones and Follow-Up for Approved Projects

- 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 proposed in its Application. Applicants may not change the location or characteristics of selected projects.

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.

Please note: the Board proposed an amendment to the Pilot Program rules, which, if approved, would eliminate the deadline to begin construction, establish a requirement that approved projects provide quarterly progress updates, and extend the deadline to become fully operational from 12 to 18 months. Additionally, Staff would be able to grant one, six-month extension; further extensions would need to be requested from the Board via a petition. If approved, these rule amendments will apply to all community solar projects granted conditional approval to participate in the Pilot Program. This note is for informational purposes only. Applicants must be



prepared to construct their projects in accordance with the existing timelines in the current rules at N.J.A.C. 14:8-9.3(c).

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 remedy 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.

Incentive Eligibility

14. In order to limit regulatory uncertainty for projects applying to PY2 of the Pilot Program, the Board has determined that Applications selected as part of PY2 be eligible to register for the current Transition Incentive (“TI”) program, even if said Applications are selected after the establishment of the Successor Program, subject to projects maintaining compliance with the rules and regulations of the TI Program.

Special Considerations for Project Siting

15. Unlike Program Year 1, Applicants with ground mounted projects are not required to meet with NJDEP’s Office of Permitting and Project Navigation (“OPPN”, formerly the Office of Permit Coordination and Environmental Review, or PCER) prior to submitting an Application to the Board. Applicants may request a meeting with the OPPN to identify permits and other potential issues, but doing so is not a prerequisite in the PY2 Application process.
Exception: Applications for floating solar projects are required to meet with OPPN prior to submitting an Application. Applicants are responsible for requesting the meeting sufficiently in advance of the Application deadline to ensure that the meeting is able to occur.
16. Applicants are required to submit a complete OPPN Permit Readiness Checklist as an attachment to their Application. Applicants are not required to submit the OPPN Permit Readiness Checklist to OPPN prior to submitting an Application, except in the case of floating solar projects. The Evaluation Committee will submit the Checklists of shortlisted Applications directly to NJDEP prior



- to presenting the list of project scores to the Board. The Permit Readiness Checklist is available at the following link: <https://www.nj.gov/dep/pcer/introcklist.htm>.
17. 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>.
 18. 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 an Application, if applicable.
 19. 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).

Special Considerations for Government Entity Applicants

20. 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).
21. Alternatively, Government Entity Applicants may elect to submit an Application after issuing an RFP, RFQ, or other bidding process.
22. The Application Form has been designed to ensure that Government Entity Applicants provide the information necessary to equitably score the project against all other Applicants, and to provide contain reasonable assurances that the project will be developed. All Applicants are required to identify a project site.
23. Additionally, the Board proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects applying in PY2 may indicate in section B. XIII. Special Authorizations and Exemptions that they plan to utilize opt-out subscriber enrollment if the proposed rule amendment is approved by the Board. If the Application is selected but the proposed rule amendment is not approved by the Board, the

project will be required to proceed using affirmative consent (i.e. “opt-in”) subscriber enrollment rules, as currently provided for in the Pilot Program rules at N.J.A.C. 14:8-9.10(b)(1).

Submitting an Application

24. 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.
25. Applications **must** be submitted via the dedicated online application process. Staff will provide further details on how to submit an Application online upon the opening of the online application process. The online application process will reflect the exact questions and requirements laid out in this Application Form. This PDF Application Form is being provided to allow Applicants to develop their Applications; **do not** submit an Application using this PDF Application Form.

Submission of Confidential Information

26. All Applications received will be posted to the New Jersey Clean Energy Program website, and will be available through NJBPU’s Public Document Search. The information contained in and submitted with the Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq.
27. Claimed sensitive and trade secret information that Applicants wish to keep confidential must be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.

Questions and Further Information

28. Please address all questions pertaining to the Application Form to communitysolar@njcleanenergy.com.
29. 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

Project Name: Zitone-Montague-CS

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

I. Applicant Contact Information

Applicant Company/Entity Name: Parallel Products Solar Energy, LLC
 First Name: Phillip Last Name: Cavallo
 Daytime Phone: 508-685-8023 Email: philc@parallelproducts.com
 Applicant Mailing Address: 100 Duchaine Blvd
 Municipality: New Bedford County: Bristol Zip Code: 02740

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): Parallel Products Solar Energy, LLC
 First Name: Tim Last Name: Cusson
 Daytime Phone: 617-908-0825 Email: timc@parallelproducts.com
 Mailing Address: 100 Duchaine Blvd
 Municipality: New Bedford, MA. County: Bristol Zip Code: 02740

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): Parallel Products Solar Energy, LLC
 First Name: Phillip Last Name: Cavallo
 Daytime Phone: 508-685-8023 Email: philc@parallelproducts.com
 Mailing Address: 100 Duchaine Blvd, New Bedford, MA.
 Municipality: New Bedford County: Bristol Zip Code: 02740

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): TBD
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Zitone Construction and Supply Company, Inc
 First Name: George Last Name: Zitone
 Daytime Phone: 973-293-3436 Email: zernhelt@zitoneconstruction.com
 Applicant Mailing Address: PO Box 1829261 Clove Road Montague, NJ 08727
 Municipality: Montague County: Sussex Zip Code: 08727

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): TBD
 First Name: _____ Last Name: _____
 Daytime Phone: _____ Email: _____
 Mailing Address: _____
 Municipality: _____ County: _____ Zip Code: _____

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): 2.88 with range up to 3.001* MWdc
 *Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): Block 2, Lot 4, Rt 23
 Municipality: Montague County: Sussex Zip Code: 07827
 Name of Property (optional, complete if applicable): *depending on panel cost and availability of cap space in program

Property Block and Lot Number(s): Block 2, Lot 4
 Community Solar Site Coordinates: -74.684170 Longitude 41.346043 Latitude

Total Acreage of Property Block and Lots: 22.5 acres
 Total Acreage of Community Solar Facility: 7.5 acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



The site is remote and can not be viewed from the street. The site is zoned in the Tri-State Center zoning district, abuts a commercial shopping center and retail area. When speaking with the Land Use Board in the township, it was reviewed favorably since, solar projects are considered inherently beneficial use, plus there is only one residential abutter and it is not located in a densely populated area. Finally, there is ample capacity on the ORU feeder within 400 feet of the site

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

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

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

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

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

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

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



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

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

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

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

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

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

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

*More information about Economic Opportunity Zones are available at the following link:

https://www.state.nj.us/dca/divisions/lps/opp_zones.html.

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

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

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

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

If "Yes," estimated number of trees required to be cut for construction: 714

If "Yes," estimated number of acres of trees that required to be cut for construction: 6.0

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

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

Please see the letter attached from the Montague Land Use Board Attorney.



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

If "Yes," explain the modification below.

We will need to get a Land Use restriction variance which is granted by the Land Use Board. In meeting with the Board they are favorably pre-disposed to solar projects which rank high in the appropriateness for use of land. Solar facilities are considered inherently beneficial use of the land and as such will have a lower hurdle or restricted proofs required.

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

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

Wildflower planting will be maintained during the life of the project. Please see the attached letter from our engineer/consultant for the plan.

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

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

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

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



VIII. Permits

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

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

2. The Applicant has met with NJDEP’s OPPN Yes No
 If “Yes,” attach meeting notes or relevant correspondence with NJDEP’s OPPN.

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

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

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

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

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

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



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

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

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

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for (if applicable) / Date Permit Received (if applicable)
Site Plan Approval	Montague Township- Land Use Board	
Erosion and Sediment Control Plan Certification	Sussex County Soil Conservation District	
Driveway Access Permit	NJDOT	
Possible LOI- which identifies wetland boundaries	NJDEP	
Interconnection Service Agreement	Orange and Rockland Utiity	Applied for on January 27, 2021- NJINT-01218
Building Permit	Montague Building Inspector	
Electrical Permit	Montague Electrical Inspector	
NJDEP Division of Fish & Wildlife	NJDEP	

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

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

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

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

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



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

IX. Community Solar Subscriptions and Subscribers

1. Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range):
 400-600 _____
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: 80 _____ Commercial: 20 _____
 Industrial: _____ Other: _____
 (define “other”: _____)
3. The proposed community solar project is an LMI project* Yes No
 *An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.
4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. Yes No
 If “Yes,” attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.
5. The proposed community solar project will allocate at least 51% of project capacity to residential customers Yes No
6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project Yes No
 If “Yes,” estimated or anticipated percentage of the project capacity for the affordable housing provider’s subscription (provide an estimate or range): _____

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



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

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

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

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



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

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

If "Yes," the proposed savings represent:

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

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

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



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

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

If “Yes,” the contact information indicated on the Board’s website should read:

Company/Entity Name: Parallel Products Solar energy, LLC Contact Name: Phillip Cavallo
 Daytime Phone: 508-685-8023 Email: philc@parallelproducts.com

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

X. Community Engagement

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

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

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

The developer met with the Township of Montague Land Use Board and the specific project was discussed. A letter from the Land Use Board Attorney is attached. The Board took a vote to determine if they would support the project, provided that the project met all of the permit and authorizat on requirements, and all were in favor and there were no dissenters on the Board.

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



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

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

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

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

Please see the attached letter of support.

XI. Project Cost

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

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

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



Net Installed Cost (in \$)	\$5,551,000
Net Installed Cost (in \$/Watt)	\$1.85
Initial Customer Acquisition Cost (in \$/Watt)	\$.10 -.15/watt
Annual Customer Churn Rate (in %)	3%
Annual Operating Expenses (in c/kWh)	.7 cents/kWh
Levelized Cost of Energy (“LCOE”) (in c/kWh)	3.3

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

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

- Federal ITC
- Federal MACRS Depreciation or Section 271
- State of NJ Depreciation schedule

XII. Other Benefits

- The proposed community solar facility will be paired with storage Yes No
 If “Yes,” please describe the proposed storage facility:

- Storage system size: _____ MW _____ MWh
- The storage offtaker is also a subscriber to the proposed community solar facility Yes No

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

- The proposed community solar facility will be paired with one or more EV charging stations Yes No

If “Yes,” how many EV charging stations: _____
 Will these charging stations be public and/or private? _____
 Please provide additional details:



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

If "Yes," please provide additional details:

Annual Energy Audits at the Township facilities for the first 5 years of operation.

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: 30

If "Yes," estimated number of permanent jobs created in New Jersey: 3-5

If "Yes," explain what these jobs are:

The temporary jobs related to this project are in engineering, construction, utility work, surveying, drafting, offtaker subscriber sign up, and project management.

The permanent jobs are related to maintenance, supervision, and performance of the system as well as subscriber maintenance and churn management.

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):

The job training will take place through the use of Local Union labor and the associated licensed apprentice programs offered by the local union hall.

These trainees are being trained on the job and in classes.

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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

N/A

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



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

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



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

Signature: 

Date: January 27, 2021

Print Name: Phillip Cavallo

Title: Business Development Executive

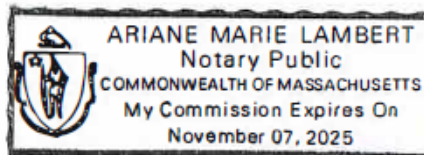
Company: Parallel Products Solar Energy, LLC

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



Signature

Ariane Lambert
Name






Project Owner Certification

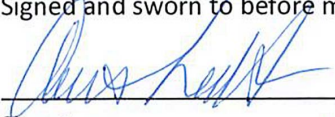
The undersigned warrants, certifies, and represents that:

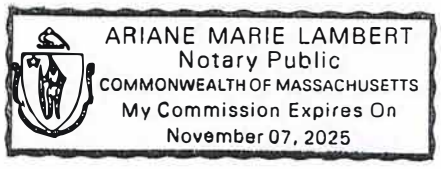
- 1) I, Tim Cusson (name) am the Vice President (title) of the Project Owner Parallel Products Solar Energy, LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined,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

Signature:  Date: January 27th, 2021

Print Name: Tim Cusson
Title: Vice President Company: Parallel Products Solar Energy, LLC

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


Signature
Ariane Lambert
Name





Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, George Zitone (name) am the President and Owner (title) of the Property 30 Rt 23, Montague, NJ (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: *George Zitone*

Date: 1/27/2021

Print Name: George Zitone

Title: President and Owner

Company: Zitone Construction and Supply Company, Inc

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

Stacey Lyn Daly-Wilkins
 Signature

STACEY L DALY-WILKINS
 Name NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES OCT. 7, 2021



Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

- LMI subscribers
- non-LMI subscribers
- both LMI and non-LMI subscribers

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

2. Community Solar Subscription Price: (check all that apply)
 - Fixed price per month
 - Variable price per month, variation based on: actual cost of power
 - 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: 0
 - Early Termination or Cancellation fees: none
 - 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:



List of Attachments to Zitone-Montague-CS_Parallel Products LLC_Community Solar PY2 Application.

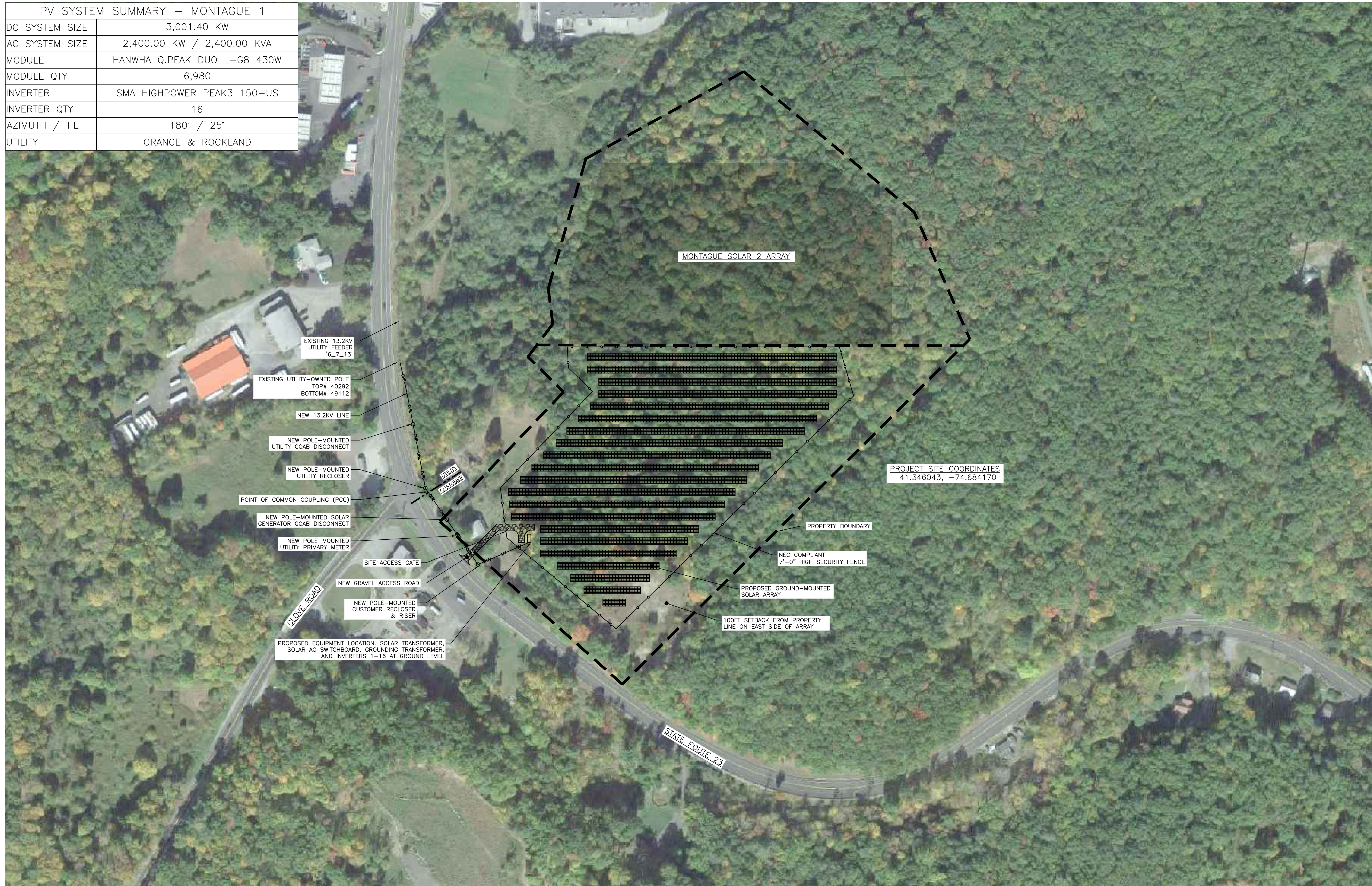
1. Three Line Drawing
2. Site Plan in Color
3. Letter from ORU- on Feeder Capacity
4. (2) Letters from Counsel of Land Use Board in Township of Montague
5. Screen Shot of Capacity Feeder Hosting Map in color
6. ORU PowerClerk application confirmation
7. Permit Readiness Checklist
8. Appendix B Checklist
9. Letter on LMI experience and Community Solar Experience
10. Land Lease as Proof of Site Control
11. Project Cost in the form of a spreadsheet
12. Letter from consultant showing evidence that the site plan shows plans for enhanced pollination support
13. Montague Zoning Map- Showing site as Tri-State Center Zoning

Respectfully,

Parallel Products Solar Energy, LLC

RULER IN INCHES: 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

PV SYSTEM SUMMARY – MONTAGUE 1	
DC SYSTEM SIZE	3,001.40 KW
AC SYSTEM SIZE	2,400.00 KW / 2,400.00 KVA
MODULE	HANWHA Q.PEAK DUO L-G8 430W
MODULE QTY	6,980
INVERTER	SMA HIGHPOWER PEAK3 150-US
INVERTER QTY	16
AZIMUTH / TILT	180° / 25°
UTILITY	ORANGE & ROCKLAND

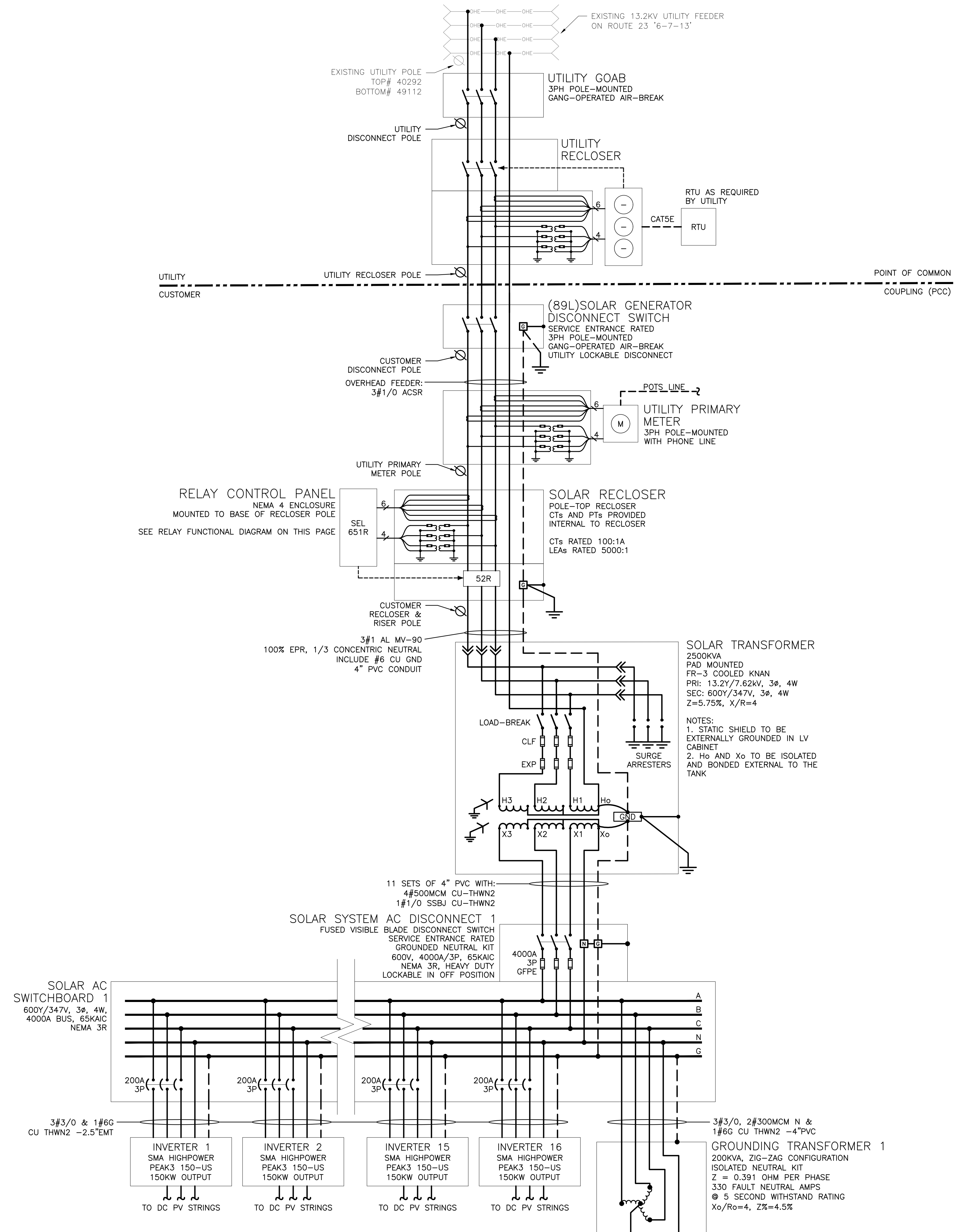


1 SITE PLAN
G100 SCALE: 1" = 100'-0"

DRAWING TITLE	DRAWING #
SITE PLAN	G100

PROJECT	3,001.40 KW GROUND MOUNT SYSTEM AT MONTAGUE SOLAR 1 30 STATE ROUTE 23 MONTAGUE, NJ 07827
DC SYSTEM SIZE:	3,001.40 KW
AC SYSTEM SIZE:	2,400.00 KW
MODULE TYPE:	Q-PEAK DUO L-G8 430W
MODULE QUANTITY:	6,980
ORIENTATION:	25° TILT, 180° AZIMUTH
PAGE SIZE	3.6" x 24"
PROJECT #	01558
DEVELOPER	PARALLEL PRODUCTS
ENGINEER	
PARALLEL PRODUCTS SOLAR ENERGY, LLC	100 DUCHANE BLVD NEW BEDFORD, MA 02740
PURE POWER ENGINEERING	111 SWING STREET, EUREKA, NJ WWW.PUREPOWER.COM RICHARD A. WINICK NJ LICENSE NO. 49578
REVISION DESCRIPTION	REV. NO. DATE
INTERCONNECTION DOCUMENTS	01/20/2021
REVISION DESCRIPTION	REV. NO. DATE
PERMISSION DOCUMENTS	01/20/2021
REVISION DESCRIPTION	REV. NO. DATE
PERMISSION DOCUMENTS	01/20/2021

RULER IN INCHES: 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18



PV SYSTEM SUMMARY – MONTAGUE 1	
DC SYSTEM SIZE	3,001.40 KW
AC SYSTEM SIZE	2,400.00 KW / 2,400.00 KVA
MODULE	HANWHA Q.PEAK DUO L-G8 430W
MODULE QTY	6,980
INVERTER	SMA HIGHPOWER PEAK3 150-US
INVERTER QTY	16
AZIMUTH / TILT	180° / 25°
UTILITY	ORANGE & ROCKLAND

INVERTER INTERNAL PROTECTIVE SETTINGS: UL1741-SA COMPLIANT					
ANSI ELEMENT #	Pickup	Units*	Level	Total Clear Time (sec)	Description
27	304.8	V	88%	2.00	Slow UV
27	173.2	V	50%	1.10	Fast UV
59	381.1	V	110%	2.00	Slow OV
59	415.7	V	120%	0.16	Fast OV
81U-1	56.50	Hz	94%	0.16	Fast UF
81U-2	58.50	Hz	98%	300.00	Slow UF
81O-1	62.00	Hz	103%	0.16	Fast OF
81O-2	61.20	Hz	102%	300.00	Slow OF
79	329.1	V	95%	300.00	Min Reclosing Voltage Value
79	363.7	V	105%	300.00	Max Reclosing Voltage Value
79	59.6	Hz	99%	300.00	Min Reclosing Frequency Value
79	60.5	Hz	101%	300.00	Max Reclosing Frequency Value

INVERTER INTERNAL OPERATION SETTINGS			
Setting	Value	Control	Description
PF Set Point	1.00	Power Factor Control	
Var Control	OFF	Reactive Power Control	
Ramp Rate	10%/1 sec	dv/dt	
Freq Control	OFF	Speed Control	

* voltages based off 346.4V Line to Neutral

EXTERNAL RELAY SETTINGS								
ANSI ELEMENT #	Pickup	Real	Units	Level	Delay (sec)	Total Clear Time (sec)*	Curve	Description
27	58.31	6706	V	88%	1.95	2.00		Slow UV
27	33.13	3810	V	50%	1.05	1.10		Fast UV
27C	53.01	6096	V	80%				Voltage Pickup for S1C & S1CG
59	72.89	8382	V	110%	1.95	2.00		Slow OV
59	79.52	9145	V	120%	0.11	0.16		Fast OV
59N	8.61	990	V	13%	1.95	2.00		Neutral Shift
81U-1	56.50	56.50	Hz	94%	0.11	0.16		Fast UF
81U-2	58.50	58.50	Hz	98%	299.95	300.00		Slow UF
81O-1	62.00	62.00	Hz	103%	0.11	0.16		Fast OF
81O-2	61.20	61.20	Hz	102%	299.95	300.00		Slow OF
51N	0.27	27	A	25%	1.95	2.00	U4	Timed Neutral OC
50P	16.40	1640	A	1500%	0.00	0.05		Instant. Phase OC
51P	1.64	164	A	150%	1.95	2.00	U4	Timed Phase OC
79	62.95	7239	V	95%	299.95	300.00		Min Reclosing Voltage Value
79	69.58	8002	V	105%	299.95	300.00		Max Reclosing Voltage Value
79	59.50	59.50	Hz	99%	299.95	300.00		Min Reclosing Frequency Value
79	60.50	60.50	Hz	101%	299.95	300.00		Max Reclosing Frequency Value

109.34A USED FOR 50/51 ELEMENTS 7621V USED FOR 27/59 ELEMENTS

CT RATIO FACTOR = 100 LEA RATIO FACTOR = 115

* total clear time includes 0.05 sec breaker opening time

- SHEET NOTES:**
- CONTRACTOR SHALL FIELD-VERIFY INTERCONNECTION MEANS/METHODS PRIOR TO INSTALLATION. COORDINATED SHUTDOWN MAY BE REQUIRED. PROVIDE TORQUE MARKS INSIDE INVERTERS.
 - SET ELECTRONIC-TRIP BREAKERS TO THE SETTINGS BELOW, UNLESS OTHERWISE NOTED IN POWER STUDY. "NOMINAL TRIP" REFERS TO BREAKER TRIP RATING INDICATED ON ONELINE.
L = 100% OF NOMINAL TRIP (EXACT) MINIMUM TIME DELAY
S = 125% OF NOMINAL TRIP (OR NEXT HIGHER) MINIMUM TIME DELAY
I = 150% OF NOMINAL TRIP (OR NEXT HIGHER)
G = 20% OF NOMINAL TRIP (OR NEXT HIGHER) 0.5 SEC TIME DELAY

1 THREE LINE DIAGRAM
E300 SCALE: NONE

DRAWING TITLE: THREE LINE DIAGRAM
DRAWING #: E300

PROJECT: 3,001.40 KW GROUND MOUNT SYSTEM AT MONTAGUE SOLAR 1
 30 STATE ROUTE 23 MONTAGUE, NJ 07827
 DC SYSTEM SIZE: 3,001.40 KW
 AC SYSTEM SIZE: 2,400.00 KW
 MODULE TYPE: Q-PEAK DUO L-G8 430W
 MODULE QUANTITY: 6,980
 ORIENTATION: 25° TILT, 180° AZIMUTH
 DEVELOPER: PARALLEL PRODUCTS
 PROJECT #: 01558
 PAGE SIZE: 36" x 24"
 ENGINEER: RICHARD A. WINN
 111 RIVER STREET, FURKLEN, NJ
 WWW.PUREPOWER.COM
 NJ LICENSE NO. 40578
 PURE POWER ENERGY, LLC
 100 DUCHANE BLVD
 NEW BEDFORD, MA 02740
 PARALLEL PRODUCTS



Orange & Rockland

January 29, 2021

Mr. Phillip Cavallo
Parallel Products Solar Energy, LLC
100 Duchaine Blvd, New Bedford, MA 02740
RE: Hosting Capacity on Future Circuit # 6-2-13 (Port Jervis Substation)

Proposed Project Number: NJINT-01218

Project Location: Near Utility Pole # 40292/49112, located south of the ShopRite of Montague, 10A Route 23, Montague, NJ 07827

Dear Mr. Cavallo:

Thank you for submitting an inquiry to Rockland Electric Company (“Company”) regarding Parallel Products Solar Energy LLC’s New Jersey Community Solar Program application relating to the above-referenced proposed project, a 2.4MW AC ground mounted Solar Electric Generating Facility.

The proposed project is expected to be connected to a circuit, # 6-2-13, that the Company is currently upgrading (as part of its construction of a new Port Jervis substation). The Company’s current Hosting Capacity map reflects the hosting capacity of this circuit prior to the completion of construction of the new Port Jervis substation. Once the Company completes the construction of the Port Jervis Substation (estimated Q4-2021), the Company will update the Hosting Capacity Map.

Upon review of the current Port Jervis Substation circuit capacity, as of the date of this letter there are 7.18MW AC of remaining capacity on future circuit # 6-2-13 that serves the proposed project. Please note that if the location of the proposed project (indicated above) changes, the available capacity may be impacted.

Please be aware that circuit capacity may be reduced at any time based on other Distributed Energy Resource applications submitted to the Company. Accordingly, we recommend that you reserve your queue position by submitting an interconnection application as soon as possible.

Please contact us if you have any additional questions. We look forward to working with you on this project.

Sincerely,

Aaron J. Anaya
Section Manager
Rockland Electric Company

DOLAN AND DOLAN
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
WILLIAM A. DOLAN (1905-1952)
LEWIS P. DOLAN (1921-1974)

RICHARD V. HOLLYER**
ROBERT T. MORGENSTERN▲
ROGER W. THOMAS*
WILLIAM T. HAGGERTY
EILEEN McCARTHY BORN***
CHARLES J. BRAND*
CATHERINE ANNE GACQUIN**+

MICHELLE M. CORBETT-RIVIELLE ****
KAREN GRECO-BUTA

ONE LEGAL LANE
(AT FIFTY-THREE SPRING STREET)
P.O. BOX D
NEWTON, N.J. 07860-0106

OF COUNSEL

F. CLIFFORD GIBBONS
KATHLEEN M. McNAMARA

WILLIAM M. COX
(1950 – 2011)

▲ CERTIFIED CIVIL TRIAL ATTORNEY
** ALSO MEMBER NY BAR
*** ALSO MEMBER PA BAR
**** ALSO MEMBER NY, CA BARS
• CERTIFIED WORKERS COMPENSATION ATTORNEY
♦ ALSO CPA, L.L.M. (TAXATION)
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(973) 383-1600
FAX (973) 383-7823
E-mail: dolanlaw@dolanlaw.com
<http://www.dolanlaw.com>

William T. Haggerty, Esq.
whaggerty@dolanlaw.com

January 15, 2021

Montague Township Land Use Board
Township of Montague
277 Clove Road
Montague, New Jersey 07827

RE: Montague Township Land Use Board

To Whom It May Concern:

I am writing as the Attorney for the Montague Township Land Use Board pursuant to its authorization concerning the Community Solar Program. The Board supports the concept of community solar projects.

Montague Township's Zoning Ordinances do not provide for solar farms as a permitted use in any of the zoning districts. Installation of a solar project would require use variance approval with all necessary proof being presented to justify the approval, site plan approval and approvals through any other governmental entity which may have jurisdiction based upon the chosen site.

Very truly yours,

DOLAN & DOLAN, PA



WILLIAM T. HAGGERTY

WTH:jm

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E-mail: dolanlaw@dolanlaw.com

<http://www.dolanlaw.com>

William T. Haggerty, Esq.
whaggerty@dolanlaw.com

January 27, 2021

Township of Montague
277 Clove Road
Montague, New Jersey 07827

**RE: Montague Township Land Use Board
Neighborhood Solar Projects**

Dear Sir or Madam:


I am writing as the Attorney for the Montague Township Land Use Board. The Land Use Board received a presentation in regard to Neighborhood Solar Projects at its regular meeting on January 14, 2021.

Montague Township's Zoning Ordinances do not provide for solar farms as a permitted use in any of the zoning districts. Installation of a solar project would require use variance approval with all necessary proof being presented to justify the approval, site plan approval and approvals through any other governmental entity which may have jurisdiction based upon the chosen site.

Although use variance approval had been required, solar facilities are classified as an inherently beneficial in the Municipal Land Use Law in the State of New Jersey, N.J.S.A. 40:55D-4. As an inherently beneficial use, the proofs that are required to justify use variance approval are restricted to confirming that the variances may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance.

Very truly yours,

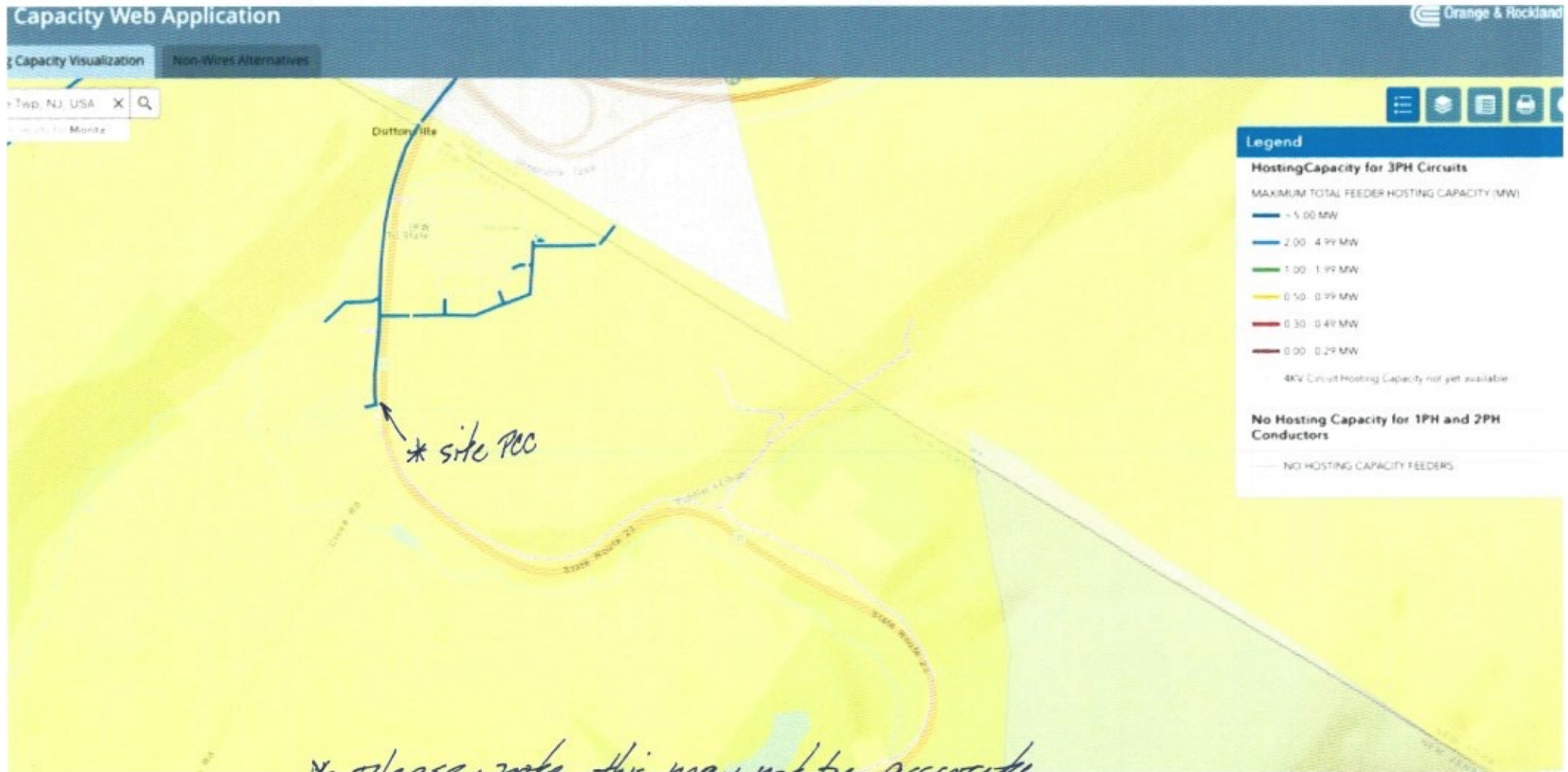
DOLAN & DOLAN, PA

A handwritten signature in black ink, appearing to read "William T. Haggerty". The signature is written in a cursive style with a prominent flourish at the end.

WILLIAM T. HAGGERTY


WTH:jmm

Utility Capacity Map



** please note this may not be accurate, see the attached letter from ORU utility.*

All payments must be wired to ORU. Due to COVID-19, the processing of payments that are sent via mail may be delayed. An invoice will be issued via email in the next 3-5 business days with wire instructions for any necessary payments.

 **View Communication**

From: DoNotReply@PowerClerk.com
To: pcavallo@gmail.com; pcavallo@gmail.com
Cc: pcavallo@gmail.com
Subject: Your Application NJINT-01218 Has Been Received

Dear Phillip Cavallo,

Thank you for using the Rockland Electric Company online application process. Your application (NJINT-01218) is currently under review.

Please allow 10 business days to complete the review process.

Email or call if you have any questions and reference your project number: NJINT-01218.

Sincerely,
DG Team
ORU_DG@oru.com
845-577-3683

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF PERMITTING & PROJECT NAVIGATION
PERMIT READINESS CHECKLIST

Completion of this form will assist the Department in determining what permits might be needed to authorize a project and to ensure that all appropriate programs attend a pre-application meeting. Please fill out the below form as completely as possible, noting any areas you are not sure of and including any information about the project and the site that might help the Department determine the permitting needs of the project.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 Zitone-Montague-CS
2. Consultant/Contact Information (if any) MH&E Consulting Engineers- 33 Airport Center Drive Suite #202 New Windsor, NY. 12553 tel- 845-567-3100
3. Name/Address of Prospective Applicant Parallel Products Solar Energy, LLC
Address/tel./fax 100 Duchaine BLVD, New Bedford, MA. 02740 508-685-8023
Company Name same
Address/tel./fax same

Does the applicant own the property? No

If the applicant is not the property owner, please provide contact information for the property owner and evidence of having property owner permission to use the property for the proposed project. Property Owner Name: Zitone Construction and Supply Company, Inc. Site control is a Lease See attached.

4. Does the project have any existing NJDEP ID#s assigned? (i.e., Case number, Program Interest (PI)#, Program ID#) NO If yes, please provide _____

B. PROPOSED PROJECT LOCATION

Street Address/munic. 30 Route 23
County Sussex Zip Code 07827
Block No. 2 Lot No. 4
X Coordinate in State Plane (project centroid) 441958.302 ftUSE

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) 916176.754 ftUSN

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: New Construction ___ Brownfield Redevelop. ___
Alternative Energy Other (Please describe) ___
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: June 2021; Sept 2021; May 2022
 - 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? YES Is funding conditional? YES If so, on what?
Receiving Award of Community Solar Pilot Program and ISA with Orange&Rockland and Permits
 - 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). None at this time
2. For additional guidance on Department permits, please refer to the New Jersey Department of Environmental Protection's website at <https://www.nj.gov/dep/>
 - a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? NJDEP Watershed Restoration & NJDEP Division of Water Supply
 - 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:
 - 1) Water Quality Management Plan consistency Will Do
 - 2) Highlands Consistency N/A
 - 3) Wetland Delineation (LOI) If necessary
 - 4) Tidelands Conveyance N/A
 - 5) Flood Hazard Jurisdiction or determinations N/A
 - 6) Water Allocation N/A
 - 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 A plan meeting NJPDES will be submitted at a later date
 - 8) Landfill Disruption Approval N/A
 - 9) Landfill Closure Plan N/A
 - 10) Other _____
3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Megan.Brunatti@dep.nj.gov and David.Pepe@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 Permitting and Project Navigation

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

NATURAL AND HISTORIC RESOURCES (609) 292-3541

Is any portion of the project site on land owned or administered by the NJDEP? N/A

If yes, please visit

https://www.nj.gov/dep/greenacres/pdf/Request_to_Use_NJDEP_Property_2019.pdf for information on initiating a request to use NJDEP property. The submission of a request to use NJDEP property is a prerequisite to the scheduling of a pre-application meeting.

Green Acres Program (609) 984-0631

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

Is any part of the project site on land that is subject to a Green Acres restriction? N/A If yes, please describe. _____

Does the project require the use of property funded with federal Land and Water Conservation Funding? N/A If yes, please describe. _____

P.O. Box 420, Mail Code 07J
Trenton, New Jersey 08625
Street Location: 401 East State Street, 7th Floor
Telephone Number:(609) 292-3600

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

⁴ NJGIS information

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? Waiting on response from the NJDEP Watershed Restoration If yes, please describe. _____
Has the Watershed Property Review Board made a jurisdictional determination for the project site? _____

Office of Leases & Concessions: 609-633-7860

Is the temporary use of DEP lands administered by the Divisions of Parks & Forestry and/or Fish & Wildlife required for pre-construction, construction and/or post construction activities? N/A
If yes, please describe. _____

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

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

Forest clearing activities/No Net Loss Reforestation Act

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

If so, how many acres? _____

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

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

Is the site a Historic Site or district on or eligible for the State or National registry? N/A

Will there be impacts to buildings over 50 years old? N/A

Are there known or mapped archeological resources on the site? N/A

Division of Fish and Wildlife (609) 292-2965

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

Will there be any shut off or drawdown of a pond or a stream? N/A

Threatened and Endangered Species Program

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

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

DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454

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

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

Water courses (streams) N/A

State Open Waters? N/A

Freshwater Wetlands and/or freshwater wetland transition areas? to be determined

Flood Hazard areas and/or riparian buffers N/A

Waterfront development areas N/A

Tidally Flowed Areas N/A

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

The CAFRA Planning Area? _____
<https://www.nj.gov/dep/gis/geoweb splash.htm>

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

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

Site Remediation (609) 292-1251

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

Is the project within a designated Brownfield Development Area? N/A
<http://www.nj.gov/dep/srp/brownfields/bda/index.html>

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

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

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

Name of current SRP Case Manager or Licensed Site Remediation Professional and Preferred Identification (PI) Number G000031569

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

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

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

Solid and Hazardous Waste Management (609) 633-1418

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

Does the project receive, utilize, or transport solid or hazardous wastes? N/A

Will the project involve the disposing of hazardous Substances per 40 CFR part 261 and NJAC 7:26?
N/A

Will the project include operation of a solid waste facility according to N.J.A.C. 7:26-1-et seq.? N/A

Is the project a solid waste facility or recycling center? N/A

Is the project included in the appropriate county Solid Waste Management Plan? N/A Explain _____

Is the project located on a landfill that will be redeveloped for human occupancy? N/A If yes, is there an approved Landfill Closure Plan? _____

WATER RESOURCE MANAGEMENT (609) 292-4543

DIVISION OF WATER QUALITY (609) 292-4396

Surface Water Permitting (609) 292-4860

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

Will this wastewater facility discharge to Surface Water? N/A Yes/No _____
If yes, state the name of the proposed receiving stream _____

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. There will be no wastewater produced as part of this project.

Non-Point Pollution Control (609) 633-7021

http://www.nj.gov/dep/dwq/bnpc_home.htm

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

Groundwater Discharge

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

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation No

Overland Flow Subsurface Disposal System (UIC) No

Landfill Infiltration/Percolation Lagoon No

Surface Impoundment No

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

Stormwater Program (609) 633-7021

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

https://www.nj.gov/dep/dwq/ispp_home.html

Will your site activity disturb more than one acre? Yes

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

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

Is your facility assigned one of the following Standard Industrial Classification (SIC) Codes? 4911
(To determine your SIC Code, see the box "Industry Code" on your New Jersey Department of Labor Quarterly Contribution Report.

Pretreatment and Residuals program (609) 984-

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

Will the project involve the discharge of industrial/commercial wastewater to a publicly owned treatment works (POTW)? N/A

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. N/A If so, please explain. _____

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

Safe Drinking Water Program (609) 292-2957

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

Is the project located within an existing water purveyor service area? If yes, which one? Waiting on a response from NJDEP Division of Water Supply

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

Do water pipes currently extend to the project location? _____

If not, is it located within a franchise area? _____

Does the project have an approved Safe Drinking Water main extension permit? _____ If so, what is the permit number?

Does the water purveyor hold a Safe Drinking Water Main Master Permit?

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. _____

Water Allocation Program (609) 984-6831
<http://www.nj.gov/dep/watersupply>

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

Is the project located within an area of critical water supply concern? _____

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? _____

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

New Jersey Geological and Water Survey (609) 984-6587
<https://www.nj.gov/dep/njgs/>

Will the project involve the following;

- development of a new water supply source? N/A
- require aquifer testing? N/A
- involve an existing or abandoned mine? N/A
- involve geothermal or offshore energy? N/A
- involve subsurface sequestration in geological formations? N/A
- acid soils at the project site? N/A
- geologic hazards of concern at the project site? _____
- within a karst area? Yes
- adversely affect groundwater recharge? N/A
- cross any steep slopes? Potentially

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

Bureau of Environmental Analysis, Restoration and Standards (609) 633-1441
Water Quality Management Planning Program

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

1. Does the project involve a new, expanded or relocated wastewater treatment facility not identified in the applicable Water Quality Management (WQM) Plan? N/A

2. For projects conveying wastewater to an on-site or off-site wastewater treatment facility or treatment works, is any portion of the project site located outside the sewer service area? N/A
3. For projects located within an assigned sewer service area, will any wastewater flow generated from the project site be conveyed to a facility other than the assigned facility? N/A

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

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

DIVISION OF AIR QUALITY (609) 633-2829

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

Will activity at the site release substances into the air? N/A

Does the project require Air Preconstruction permits per N.J.A.C. 7:27-8.2(c)? N/A

Will your project require Air Operating permits (N.J.A.C. 7:27--22.1)? N/A

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? N/A

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

N/A

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?

N/A

Will the project have potential for off-site odors and/or dust impact? N/A

Air Quality Planning (609) 292-6722

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

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

Is there a "lead" federal agency for this project? _____

Does this project receive federal support or financial assistance? _____

Does this project require a federal approval, license or permit? _____

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

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

Renewable Energy

Is a renewable energy technology included in this project? Yes

Is it a solar PV project? Yes

If yes, what type?

- Behind the meter/Net metered _____
- Grid supplied _____
- Grid supplied- Subsection t (On a landfill, brownfield or area of historic fill) _____
- Community Solar **YES**

Is it a wind project? N/A

If yes, what type? Onshore? _____ Offshore? _____

Innovative Technology

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

-If yes, please provide a brief description _____

Green Design

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

Will this project be certified by any green building rating systems such as:

- US Green Building Council's LEED (Leadership in Energy and Environmental Design)? _____
- ASHRAE Standard 189.1? _____
- National Green Building Standard ICC 700-2008? _____
- USEPA's ENERGY STAR? _____
- International Living Future Institute-Zero Energy Certification? _____
- International Green Construction Code (IgCC)? _____

Radiation Protection Program (609) 984-5400

www.state.nj.us/dep/rpp/

Will the operation receive, store or dispose of radioactive materials? **N/A**

Will the operation employ any type of x-ray equipment? N/A

CLIMATE & FLOOD RESILIENCE PROGRAM (609) 292-9236

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

Climate Resilience Planning

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

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

Coastal Engineering

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

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

Dam Safety Program (609) 984-0859

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

Will the project involve construction, repair, or removal of a dam? N/A

If so, please describe _____

COMPLIANCE AND ENFORCEMENT (609) 777-0122

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

Does the applicant have outstanding DEP enforcement violations, and if so, what is the status? N/A

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

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

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

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

Is this a facility as defined in N.J.A.C. 7:1E in which more than 20,000 gallons of Hazardous substances other than petroleum or greater than 200,000 gallons of petroleum are stored? N/A

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

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

Is this a facility that handles or stores greater than a threshold amount of extraordinarily hazardous substances as defined in N.J.A.C. 7:31? N/A

COMMUNITY ENGAGEMENT (609)292-2908

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

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project? Land Use Board township of Montague.
- (b) How have you or will you engage community and stakeholders in this project? We have met with the township Land Use Board and have received a preliminary letter of approval for the project
- (c) What are the potential impacts of this project on the community?
- (d) What are the community concerns or potential concerns about this project?
- (e) How do you intend to address these concerns?
- (f) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe.

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

ADDITIONAL AGENCY REVIEW

Is the project subject to:

Highlands Regional Master Plan – Planning or Preservation Area? N/A
http://www.nj.gov/dep/highlands/highlands_map.pdf

Pinelands Comprehensive Management Plan? N/A
<http://www.state.nj.us/pinelands/cmp/>

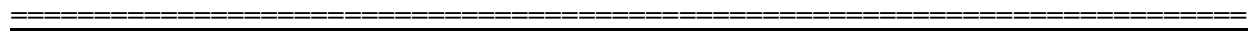
D&R Canal Commission Standards N/A
<https://www.nj.gov/dep/drcc/regulatory-program/maps/>

Delaware River Basin Commission N/A
<http://www.state.nj.us/drbc/>

New Jersey Sports and Exposition Authority? N/A
<https://www.njsea.com/>

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

Other State or Federal Agencies? If so, please specify _____



Permit Readiness Checklist Submitted By:

SIGNATURE

DATE

PRINT NAME

Updated September 2020

Appendix B: Required Attachments Checklist

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

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

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



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

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



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



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 of 50 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 50 points will be awarded program capacity in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, until the capacity for each EDC territory is filled. The last project to be selected by the Board will be granted conditional approval for its full capacity.

Evaluation Criteria	Max. Points (total possible points: 100)
<p>Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project</p>	25
<p>Siting Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, floating solar on water bodies at sand and gravel pits that have little to no established floral and faunal resources (*) Medium preference, e.g.: floating solar on water bodies at water treatment plants that have little to no established floral and faunal resources (*) No Points, e.g.: preserved lands, wetlands, forested areas, farmland Bonus points for site enhancements, e.g. landscaping, land enhancement, pollination support (**) Bonus points if project is located in a redevelopment area or an economic opportunity zone (**) *Note: Applicants with a floating solar project must meet with DEP prior to submitting an Application, and take special notice of DEP's siting guidelines. <i>The siting criteria for floating solar located at sand and gravel pits that have little to no established floral and faunal resources has been moved from "medium preference" to "higher preference" per a Board Order dated January 7, 2021.</i> **Note: bonus points will only be available for projects in the "higher" or "medium" preference siting categories. Projects in the "No Points" siting categories are not eligible for bonus points.</p>	<p>20</p> <p>Max. possible bonus points: 3</p> <p>Max. possible bonus points: 2</p>



<p>Community and Environmental Justice Engagement Higher preference: formal agreement, ongoing collaboration or effective partnership with municipality and/or local community organizations and/or affordable housing provider (per Section X, Questions 1, 2, and 3) Medium preference: consultation with municipality and/or local community organization(s) and/or or affordable housing provider (per Section X, Question 4) No Points: no collaboration or collaboration has not been proven</p>	15
<p>Product Offering Higher preference: guaranteed savings >20%, flexible terms* Medium preference: guaranteed savings >10%, flexible terms* Low preference: guaranteed savings >5% No Points: no guaranteed savings, no flexible terms* *Flexible terms may include: no cancellation fee, short-term contract</p>	15
<p>Other Benefits Higher preference: Provides jobs and/or job training and/or demonstrates co-benefits (e.g. paired with storage, EV charging station, energy audits, energy efficiency)</p>	10
<p>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</p>	5
<p>Project Maturity Higher preference: project has received all non-ministerial permits; project has completed an interconnection study</p>	5



February 1, 2021

Mr. Philip Cavallo
Parallel Products Solar Energy LLC
100 Duchaine Blvd, New Bedford, MA 02740

RE: Community Solar Project – Montague, NJ (Rockland Electric Company)

Dear. Mr Cavallo,

On behalf of Trina Solar, your co-development partner on the Montague, NJ community solar projects we write this letter to help explain our experience with both community solar and with subscribing low to moderate income residential households (LMI).

The Director of Project Development for Trina Solar is Bradd Forstein, a solar industry veteran who has been involved in the development, subscription & management of community solar projects in more than 9 different states. In total, Mr. Forstein has completed over 75 MW of community solar projects of which over 20 MW have had LMI subscribers.

Mr. Forstein's expertise in customer acquisition and management will be used in order to secure the required majority percentage of LMI households. As with many community solar projects, when entering a new state, there is a lot of uncertainty and misunderstanding of what options are being offered. Historically, we have worked with local governmental and non-profit groups to garner support and to bring their trusted citizens and members forward to sign up for such a great program. Similar tactics will be used for this project in this region of New Jersey.

We have already met with the township of Montague and have their support for signing up some of their residents and will be engaging with additional adjacent communities that are in the same utility territory.

Thank you and we look forward to making this project a success in the near future.


Sincerely,

A handwritten signature in black ink, appearing to read "Bradd Forstein".

Bradd Forstein
Director of Project Development



SOLAR LEASE
(Ground Mount Form)

APRIL 24, 2020 

THIS SOLAR LEASE (this "*Lease*") is made and entered into as of ~~August~~, 2019 (the "*Effective Date*"), by and between **Zitone Construction and Supply Company, Inc., or its Assignee, GBZ Excavating, LLC**, having an address of **P.O. Box 1829, Montague, NJ 07827** ("*Landlord*") and **Cavallo-Cavallo, Inc., D/B/A/Beaumont Solar Company** having an address of **200 North Street, New Bedford, Ma. 02740** ("*Tenant*"). Landlord and Tenant may be referred to hereinafter collectively as the "*Parties*," and individually as a "*Party*."

Recitals

A. Landlord is the owner in fee of certain real, improved property located at Block 2 Lots 3 & 4, 34 Route 23, Montague, New Jersey 07827 and 30 Route 23, Montague, NJ 07827 more particularly described in a deed, see attached ("*Landlord's Property*").

B. Tenant wishes to lease from Landlord [*all/a portion*] of Landlord's Property, together with certain appurtenant rights over, across, to and through other portions of Landlord's Property, in order to install, own and operate solar photovoltaic generation equipment thereon, and Landlord is willing to lease such portion of Landlord's Property and grant such appurtenant rights to Tenant for such purpose, all on and subject to the terms and conditions of this Lease.

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

• SECTION 1. DEFINITIONS.

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

"*Affiliate*" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

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

"*Appurtenant Rights*" has the meaning set forth in Section 2(b).

"*Commercial Operation*" means that (i) Tenant has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Solar Facility, (ii) the Solar Facility has been installed in accordance with Applicable Law and is connected to the Utility distribution system, (iii) the Solar Facility is ready and able to generate and supply electricity to the Utility distribution system on a continuous basis, (iv) all related facilities and rights, if any, have been completed or obtained to allow regular, daily operation of the Solar Facility, and (v) if applicable and to the extent required, the Utility has approved

interconnection with its distribution system to allow regular, daily operation of the Solar Facility.

"Commercial Operation Date" means the date designated by Tenant in accordance with Section 4(c) as the date on which the Solar Facility has achieved Commercial Operation.

"Condemnor" has the meaning set forth in Section 12(a).

- **"Decommission"** or **"Decommissioning"** means performance of the Decommissioning Obligations.

- **"Decommissioning Obligations"** has the meaning set forth in Section 17.

- **"Decommissioning Period"** means the period commencing at the expiration or earlier termination of the Operations Period and continuing until the earlier of (i) one hundred eighty (180) days (subject to a day-for-day extension on account of Force Majeure) thereafter, or (ii) the date on which Tenant completes its Decommissioning Obligations hereunder.

- **"Default"** has the meaning set forth in Section 16(a).

- **"Development Period"** means the period of from the Effective Date to and including the Commercial Operation Date.

"Effective Date" has the meaning set forth in the introductory paragraph of this Lease.

"Financing Party" has the meaning set forth in Section 14(a).

"Force Majeure" has the meaning set forth in Section 18 below.

"Governmental Authority" means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Interest Rate" has the meaning set forth in Section 6(e).

"Landlord Mortgagee" has the meaning set forth in Section 10(a).

"Landlord Mortgages" has the meaning set forth in Section 10(a).

"Landlord Parties" has the meaning set forth in Section 7(a).

"Landlord's Property" has the meaning set forth in Recital A.

"Landlord's Properties" has the meaning set forth in Section 7(a).

"Law" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

"Leased Property" has the meaning set forth in Section 2(a).

"Losses" has the meaning set forth in Section 11(e).

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

"Notice of Lease" has the meaning set forth in Section 15(a).

"Notice of Termination" has the meaning set forth in Section 16(a).

"Operations Period" means the period from the Commercial Operation Date through the first to occur of (i) the _____ () anniversary of the Commercial Operation Date, as it may be extended in accordance with the terms hereof, or (ii) the date on which the Operations Period is terminated in accordance with the provisions of this Lease.

"Payment Default" has the meaning set forth in Section 16(b).

"Permitted Use" means the installation, construction, interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Solar Facility and the production, delivery and sale of electricity produced by the Solar Facility and/or associated Solar Attributes and for all other purposes necessary or incidental thereto.

"Permits" has the meaning set forth in Section 4(b).

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

"Power Purchase Agreement" means any agreement entered into between Tenant and another entity under the terms of which Tenant agrees to sell electricity generated by the Solar Facility to said entity and/or allocate net metering credits associated with electricity generated by the Solar Facility.

"Renewal Period" has the meaning set forth in Section 3(b).

"Real Property Taxes" has the meaning set forth in Section 6(a).

"Rent" means the payments to be made in accordance with Section 5 hereof.

"Rent Commencement Date" has the meaning set forth in 5(a).

"Site Plan" means the plan attached hereto as Exhibit A, incorporated herein. [*Delete if Not Applicable*]

"Solar Access Easement" has the meaning set forth in Section 7(a).

"Solar Attributes" has the meaning set forth in Section 4(e).

"Solar Facility" means individual units or arrays of solar energy collection cells, panels,

mirrors, lenses and related facilities and equipment to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and all associated support structures, bracing, wiring, plumbing and related equipment, and also all electrical transmission, distribution, storage, communication and related equipment and facilities including without limitation, inverters, transformers and facilities for interconnection with the Utility, all of which is to be installed by Tenant on the Leased Property, as more particularly described in Section 4.

“*Tenant Parties*” has the meaning set forth in Section 7(a).

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

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

“*Utility*” means _____.

“*Violation*” has the meaning set forth in Section 7(b).

SECTION 2. LEASE; APPURTENANT RIGHTS; UTILITY EASEMENT.

- Leased Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord *all of Landlord's Property/approximately 25.5 and 22.71 of Landlord's Property shown as "New Jersey Development Project" on the Site Plan attached hereto* (the “*Leased Property*”), together with the Appurtenant Rights and other rights and privileges set forth herein, for the Permitted Use and for the Term, on and subject to the terms and conditions of this Lease.

- Appurtenant Rights. Landlord hereby grants to Tenant for the duration of the Term: (i) *an easement and right of way over, across and through those portions of Landlord's Property shown as as "New Jersey Development Project" on the Site Plan in order for Tenant, its employees, invitees, agents, contractors and subcontractors to access by vehicle, foot or otherwise, the Leased Property and the Solar Facility from all nearby public and private rights of way, for the Permitted Use; and (ii) an easement to build, maintain, upgrade, install and from time to time relocate on the Landlord's Property electrical lines running to and from the Solar Facility, as well as related equipment and communication facilities servicing the Solar Facility including without limitation customer meters and transformers all in the areas shown on the Site Plan; and (iii) an easement to use those portions of Landlord's Property shown on the Site Plan for the placement, storage and parking of equipment, materials and vehicles during construction, maintenance and repair of the Solar Facility and during the Decommissioning Period; - Adjust foregoing as Necessary* and (iv) an easement and right to access and utilize existing water, electricity and drainage available at the site during construction, maintenance, repair and Decommissioning of the Solar Facility; and (v) an easement for subjacent and lateral support on Landlord's Property and any other property owned by Landlord located adjacent to or in the vicinity of the Leased Property and Solar Facility to whatever extent is necessary for the safe construction operation and maintenance of such Solar Facility, as reasonably determined by Tenant, and Landlord covenants Landlord shall not excavate, nor permit excavation, so near the sides of or underneath the Solar Facility as to undermine or otherwise adversely affect its stability; and (vi) the right, license and privilege to otherwise enter

upon, use and occupy the Landlord's Property to facilitate use of the Leased Property for the Permitted Use in accordance with the terms hereof (collectively, together with the Solar Access Easement, more particularly described in Section 7 below, the "**Appurtenant Rights**"). The Appurtenant Rights granted from Landlord to Tenant hereunder shall burden Landlord's Property and benefit the Leased Property and shall run with the land.

- **Utility Easement and Consent.** At the request of the Utility, Landlord shall grant an easement to the Utility, for a period co-terminus with and irrevocable during the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, construction and maintenance of utilities and related rights to the Leased Property and/or the Appurtenant Rights areas over, across and through Landlord's Property and/or any surrounding or nearby premises owned or leased by Landlord, which is necessary or convenient to install or gain access to or to provide utility service to the Solar Facility or the Leased Property, which easement shall be granted by written instrument in form reasonably acceptable to the Utility and in recordable form, shall burden Landlord's Property and any such surrounding property and benefit the Leased Property and shall run with the land. At the request of the Utility, Landlord shall also sign and deliver a written consent agreement to Utility, in form and content provided by the Utility, for the purpose of providing the Utility with assurance that installation of the Solar Facility by Tenant on Landlord's Property has been approved by Landlord.

- SECTION 3. TERM; EARLY TERMINATION.

- (a) **Term.** The term of this Lease ("**Term**") shall consist of the Development Period, the Operations Period and the Decommissioning Period and will commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the **twentieth(20th)** anniversary of the Commercial Operation Date, unless extended or sooner terminated in accordance with the terms hereof.

- (b) **Renewal.** Provided Tenant is not then in Default, Tenant shall be entitled to renew this Lease for an additional **two (2) periods of five (5) years ("**Renewal Period**")** by providing written notice to Landlord of its intent to so renew the Lease, delivered on or before sixty (60) days prior to the end of the Term. All terms and conditions of this Lease shall be and remain in full force in effect during the Renewal Period, if any, and the word "Term" as used herein shall mean and include the Renewal Period during such Renewal Period, if any. [*Delete if Not Applicable*]

- (c) **Early Termination.** Notwithstanding any provision contained herein to the contrary, Tenant may terminate this Lease without penalty upon thirty (30) days' written notice to Landlord given in accordance with the notice provisions hereof, (i) at any time during the Development Period for any reason or no reason, following which the Parties shall have no further obligations hereunder except for any obligations which by their terms survive the termination of this Lease, and (ii) at any time following the Commercial Operation Date that a Power Purchase Agreement, tariff or net metering credit purchase agreement then in effect

expires or is terminated, whether or not by Tenant or as a result of the actions or inactions of Tenant, following which the Operations Period shall be and be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder beyond the date of termination shall cease except Tenant's Decommissioning Obligations and right to access the Leased Property and Landlord's Property to perform such obligations, and any other obligations which survive expiration or termination of this Lease in accordance with the terms hereof. [*Adjust As Necessary*]

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

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

- Permits; Utility Upgrades. Tenant, at its cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, and other entitlements for use ("*Permits*") necessary for the installation and operation of the Solar Facility on the Leased Property. Landlord hereby consents to any action taken by Tenant in applying for and obtaining any and all Permits and shall cooperate with Tenant and hereby appoints Tenant its agent in connection with applying for and obtaining such Permits.

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

- Access; Operation; Repair and Replacement; Decommissioning. Tenant, its employees, invitees, agents, contractors and subcontractors, shall have unlimited access to the Leased Property at all times during the Term to install, operate, maintain, repair, replace, improve upon, inspect, modify, add to, dispose of and Decommission all or any portion of the Solar Facility. Tenant agrees to give Landlord forty-eight (48) hours' advance notice prior to commencing construction of the Solar Facility or conducting any of its routine maintenance or

repair, replacement, or modification of all or any portion of the Solar Facility and prior to commencing its Decommissioning Obligations hereunder. Tenant shall make reasonable efforts to exercise its rights in a manner that minimizes interference with the use of that portion of Landlord's Property not leased to Tenant hereunder by Landlord or others lawfully entitled to use such property.

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

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

SECTION 5. RENT.

- Rent. Commencing on the first day of the first full month following the Commercial Operation Date ("*Rent Commencement Date*") and continuing each month thereafter during the Term, Tenant shall pay Landlord rent in monthly installments of one twelfth (1/12) of the total of annual rents ("*Rent*"). Landlord acknowledges and agrees that Tenant shall have no obligation to pay rent to Landlord hereunder for the period prior to the Rent Commencement Date and that the Rent is the only rent Tenant shall be obligated to pay Landlord hereunder during the Term. [*Adjust As Necessary*]

- Method of Payment. Rent may be paid by check or wire transfer. Upon
- request by Tenant, Landlord shall provide Tenant with account information to which

wire transfers may be made.

SECTION 6. TAXES.

(a) Real Property Taxes. Tenant shall be liable for and shall pay as and when due any real property taxes assessed exclusively against the Solar Facility during the Term and Landlord shall be and remain responsible for and shall pay as and when due all real property taxes assessed against Landlord's Property, including the Leased Property, and all improvements thereon other than the Solar Facility, throughout the Term. Landlord shall promptly furnish Tenant with copies of all bills for real property taxes for which it is responsible, as and when Landlord receives such bills from the taxing authority and, to the extent possible, shall take steps to ensure that copies of all such bills are sent directly from the taxing authority to Tenant at the same time as such bills are sent to Landlord. Landlord shall cooperate with Tenant in pursuing applicable or potentially applicable exemptions relating to real property taxes attributable to the Solar Facility and in obtaining any available refunds or abatements of real property taxes paid by Tenant hereunder. Landlord acknowledges and agrees that under no circumstances will Tenant be liable for any real property taxes attributable to or associated with the Landlord's Property other than the Solar Facility, or any equipment, machinery, improvements or other property or improvements, real or personal, tangible or intangible, of Landlord wherever located or however acquired.

(b) Personal Property Taxes. Each Party shall remain solely liable for and shall pay as and when due any tax assessed against its respective personal property located at or about the Landlord's Property; provided that if the taxing authority does not separately assess such personal property taxes the Parties shall cooperate in good faith to allocate all such personal property taxes in an equitable manner. Landlord shall cooperate with Tenant in pursuing applicable or potentially applicable exemptions relating to personal property taxes attributable to the Solar Facility and in obtaining any available refunds or abatements of personal property taxes paid by Tenant hereunder.

- (c) Right to Contest. Each Party may contest in good faith any tax assessments or payments it is required to make, provided that all payments are made when due or appropriately bonded. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

- (d) Agreements with Tax Authorities. Landlord acknowledges that Tenant may seek to negotiate a payment in lieu of tax agreement or other understanding with relevant tax authorities in order to provide certainty regarding taxation with respect to the Solar Facility and/or to achieve other objectives. Landlord agrees to cooperate with Tenant in connection with such efforts and agrees to execute such agreement, subject to Landlord's reasonable review, which shall not be unreasonably withheld, delayed or conditioned.

- (e) Failure to Pay. In the event that Tenant fails to pay any taxes for which

Tenant is responsible hereunder, Landlord shall have the right, but not the obligation, to pay the same and in such event shall be entitled to recover such amount from Tenant together with interest thereon at a rate equal to the lesser of (i) one percent (1%) per month (twelve percent (12%) per annum) or (ii) the highest rate allowed under Applicable Law ("**Interest Rate**"). In the event Landlord fails to pay any taxes for which it is responsible during the Term, as and when due, Tenant shall have the right, but not the obligation, to pay such taxes and to deduct any amounts so paid, together with interest at the Interest Rate from any Rent due Landlord hereunder.

• SECTION 7. SOLAR ACCESS EASEMENT; TENANT'S REMEDIES.

(a) Grant of Easement. Landlord recognizes that the economic viability of the Solar Facility for Tenant depends on Landlord, and those claiming by through or under Landlord, taking all reasonable steps throughout the Term to insure that their use of that portion of Landlord's Property not covered by this Lease including without limitation all buildings and other improvements now or hereafter located thereon, as well as their use of any and all nearby property and improvements now owned or hereafter owned or acquired by them, does not, directly or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Facility to sunlight. In light of the foregoing, Landlord, for itself and its successors and assigns and those claiming by through and under them (including without limitation, any tenants of Landlord) (collectively, "**Landlord Parties**"), hereby grants to Tenant, and those claiming by, through and under Tenant (the "**Tenant Parties**"), a solar access easement (the "**Solar Access Easement**"), coterminous with the term of this Lease, which shall burden the Landlord's Property and any and all adjacent real property to which any one or more of Landlord Parties may, now or hereafter, acquire title to, including without limitation all buildings and other improvements now or hereafter located on any of the foregoing (collectively, "**Landlord's Properties**") and benefit the Leased Property, on the following terms:

• No objects shall be placed on or structures erected on any of Landlord's Properties, or use made thereof by any of Landlord Parties including without limitation, tenants leasing any portion of Landlord's Properties or any portion of any buildings or other improvements located on Landlord's Properties, or mortgage holders or holders of other encumbrances recorded against Landlord's Properties, that overshadow the Solar Facility or otherwise obstruct passage of sunlight to the Solar Facility. Without limiting the generality of the foregoing, passage of sunlight to the Solar Facility shall not be obstructed between the following times of day for each month during the Term (all times Eastern Standard Time: GMT-5):

Month	Begin No Shading (AM)	End No Shading (PM)
January	7:30	4:30
February	7:00	5:00
March	6:00	6:00
April	5:00	6:30
May	4:30	7:00
June	4:30	7:00
July	4:30	7:00
August	5:00	6:30

September	5:30	6:00
October	6:00	5:00
November	7:00	4:00
December	7:30	4:00

Times shown above are clock times, not solar times; and

- Tenant Parties may but shall not be obligated, at any time and from time to time without limiting its rights and remedies set forth elsewhere herein, at law and in equity, to top, trim, thin and remove trees, tree limbs and other vegetation on and from Landlord's Properties and take other reasonable steps as may be necessary or advisable to prevent overshadowing and obstruction of the Solar Facility, including without limitation removing any structures or other improvements and Landlord shall reimburse Tenant for the cost of any of the foregoing to the extent occasioned by a violation of (i) above.

At Tenant's request, the parties shall prepare and record an instrument documenting such Solar Access Easement, in form and substance reasonably satisfactory to Tenant.

(b) Tenant Remedies. Landlord acknowledges and agrees that in addition and not in limitation of its other rights and remedies hereunder, at law and in equity, Tenant shall be entitled to suspend all payments of Rent during any period of more than five (5) days when the terms of the above Solar Access Easement are violated by any Landlord Party (a "**Violation**"), or obtain a credit for Rent already paid for any such period against future Rent that becomes due, and that a Violation of the Solar Access Easement for fifteen (15) days or more at any time during the Term, or for two (2) or more separate shorter periods during any twelve (12) month period during the Term shall be and be deemed a constructive eviction of Tenant from the Leased Property, entitling Tenant to terminate this Lease and avail itself of all other rights and remedies hereunder, at law and in equity, resulting from such Violation.

SECTION 8. MAINTENANCE AND REPAIR.

- Tenant's Obligations. Tenant shall be responsible for maintaining and repairing the Solar Facility during the Term except for damage to the Solar Facility caused by Landlord, its tenants and their respective employees, invitees, agents, contractors and subcontractors ("**Landlord Damage**") which Landlord shall repair in a good and workmanlike manner within twenty (20) days of being notified of such damage by Tenant.

- Landlord's Obligations. Landlord shall at its sole cost and expense throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary all paved and unpaved driveway portions of Landlord's Property providing access to the Solar Facility, all access roads leading to the Solar Facility and all other improvements located on Landlord's Property. Landlord shall perform all maintenance, repairs and replacements required under this Section 8 (collectively, the "**Maintenance**") promptly after Landlord learns of the need for such Maintenance, but in any event within thirty (30) days after Tenant provides written notice to Landlord of the need for such Maintenance, provided, however, that in cases of emergency (*i.e.*, circumstances which, if not addressed promptly, could result in material damage to persons or property), Landlord shall perform any required Maintenance as

soon as reasonably practicable after it learns of the need for such Maintenance and shall promptly repair any damage to the Solar Facility caused during such Maintenance. Throughout the Term, Landlord shall also be responsible for clearing snow and ice from all access roads leading to the Solar Facility [*and from all paved portions of Landlord's Property surrounding the Leased Property necessary for Tenant to access the Leased Property and Solar Facility.*]

- SECTION 9. TITLE; NON-INTERFERENCE; UTILITIES.

- Title. Landlord represents and warrants that as of the date hereof

- Landlord has good and marketable title to Landlord's Property subject to no liens, easements, options or other encumbrances or other matters including applicable zoning, recorded or unrecorded affecting title to the Property as of the Effective Date which would interfere with Developer's use of the Leased Property as contemplated hereunder, and that Tenant shall have quiet and peaceful possession of the Leased Property and the Appurtenant Rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other Person claiming (whether at law or in equity) by, through or under Landlord. Landlord covenants and agrees to and with Tenant (i) not to allow any encumbrances against the Landlord's Property during the Term other than any Landlord Mortgages (defined below), (ii) to promptly pay when due all obligations secured by encumbrances against Landlord's Property (whether or not such encumbrances are permitted hereunder), (iii) not to allow any default to occur under obligations secured by encumbrances against Landlord's Property, and (iv) in accordance with Section 10, to obtain an SNDA (defined below) from the holders of all Landlord Mortgages. In lieu of paying amounts secured by encumbrances which are not permitted hereunder, Landlord may provide a bond or other adequate security in accordance with Applicable Law and the reasonable requirements of Tenant.

- No Interference. Landlord covenants and agrees with Tenant not to conduct activities on, in or about the Leased Property or other parts of Landlord's Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Solar Facility. Landlord shall implement and maintain reasonable and appropriate security measures at Landlord's Property to prevent from occurring, theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Solar Facility.

- Utilities. Landlord shall provide Tenant, its employees, invitees, agents, contractors and subcontractors, at no additional cost, with utilities (including electricity, water and telecommunications) necessary for the development and start-up of the Solar Facility. Throughout the Term, Landlord shall also provide Tenant, at no additional cost, with such utilities (including an electricity source distinct from the electric output of the Solar Facility) as required for maintenance, repair, replacement, upgrade and Decommissioning activities.

- Site. Landlord represents to Tenant that there are no physical conditions of the Leased Property or other parts of Landlord's Property, or any other adverse facts or conditions relating to the Leased Property or other parts of Landlord's Property or any portion thereof, that could delay, interfere with or impair the Permitted Use or Tenant's operations or the exercise of any of Tenant's other rights under this Lease, or which could, with the passage of time, the giving of notice or both, have such an effect. Landlord has disclosed to Tenant in writing any

and all improvements existing on, under or over the Leased Property and other parts of Landlord's Property, and no improvements currently exist on, under or over the Leased Property or other parts of Landlord's Property that have been constructed or installed without all necessary and proper permits, licenses and approvals. Landlord has delivered to Tenant complete and correct records of the physical condition of the Leased Property and other parts of Landlord's Property, including the existence of any easements or other encumbrances affecting the Leased Property or Landlord's Property, and, except as otherwise disclosed by Landlord to Tenant prior to the Effective Date, there are no hazardous materials in place at the Leased Property or other parts of Landlord's Property. Neither the Leased Property nor other parts of Landlord's Property nor any portion thereof is in violation of any environmental law and Landlord has not received any communication from any Governmental Authority alleging that the Leased Property or other parts of Landlord's Property or any portion thereof is in violation of any environmental law. No portion of the Leased Property or other parts of Landlord's Property has been previously used for the production, generation, transportation, treatment, storage, or use of hazardous material in violation of any environmental law.

• SECTION 10. SUBORDINATION; ESTOPPEL CERTIFICATE.

(a) Subordination. This Lease shall be subject and subordinate at all times to any mortgage(s), deeds of trust and the lien resulting from any other method of financing or refinancing which now or subsequently are recorded against or affect the Landlord's Property or the Leased Property, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof (collectively, "*Landlord Mortgages*") provided that the holder of each and every such Landlord Mortgage (each, a "*Landlord Mortgagee*") has executed and delivered to Tenant and its Financing Parties (as defined below) a subordination, nondisturbance and attornment agreement, in recordable form and in form and substance reasonably satisfactory to Tenant, its Financing Parties and their respective counsel (each, an "*SNDA*"), to be recorded against the Landlord's Property, under the terms of which each such Landlord Mortgagee covenants and agrees to and with Tenant and its Financing Parties (i) not to disturb Tenant or its Financing Parties in their possession of the Leased Property or in the enjoyment of their rights hereunder, except as may be permitted under the terms hereof following a default by Tenant hereunder, and (ii) to notify Tenant and its Financing Parties of any defaults by Landlord in the performance of its obligations secured by the Landlord Mortgage, and (iii) to provide Tenant and its Financing Parties a reasonable period of time after their receipt of notice of Landlord's default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and sixty (60) days in event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Tenant or its Financing Parties have promptly commenced and are diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Leased Property, and (iv) that such Landlord Mortgagee has no interest in the Solar Facility or the Solar Attributes and shall not gain any interest in the Solar Facility or the Solar Attributes by virtue of the exercise of its rights under the Landlord Mortgage or Tenant's performance or breach of this Lease. Each such SNDA shall also stipulate that Tenant attorns to the Landlord Mortgagee executing such SNDA. Landlord shall deliver to Tenant on or prior to the Effective Date an SNDA from each Landlord Mortgagee holding a Landlord Mortgage recorded against Landlord's Property on and as of the Effective Date to be recorded together with the Notice of Lease (as defined below), and following the Effective Date

Landlord shall deliver to Tenant an SNDA from each and every Landlord Mortgagee that holds a Landlord Mortgage to be recorded against Landlord's Property on or after the Effective Date, to be recorded against Landlord's Property simultaneously with the recording of each such Landlord Mortgage.

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

• SECTION 11. INSURANCE AND INDEMNITY.

• Liability Insurance. Tenant shall maintain comprehensive, public liability insurance with respect to the Leased Property in the amount of \$2,000.00 per occurrence and \$2,000.00 in the aggregate per annum with responsible companies qualified to do business in the state in which the Landlord's Property is located and in good standing therein insuring both Tenant and Landlord as additional insured against injury to persons or damage to property as provided. Landlord shall maintain insurance coverage of such types and amounts as may be customary and reasonable in light of Landlord's ownership of and activities conducted on Landlord's Property and reasonably acceptable to Tenant and its Financing Parties, naming Tenant as additional insured. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days' prior written notice to each insured named therein.

• Property Insurance. Landlord and Tenant shall each maintain on their respective personal property on or about the Landlord's Property a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100 percent (100%) of full replacement value of its personal property.

• Worker's Compensation. Landlord and Tenant shall each maintain Worker's Compensation Insurance, as required by Applicable Law.

• Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Landlord and Tenant will request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party,

at its election, may pay the extra cost, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last.

- General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("**Losses**"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party, the indemnifying Party's employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (ii) any material breach by the indemnifying Party of a representation or warranty made herein. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party.

- Environmental Indemnity. Landlord shall indemnify, defend and hold harmless the Tenant and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on or under Landlord's Property, including, without limitation, any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed or exists prior to, on or after the Effective Date. Tenant shall indemnify, defend and hold harmless the Landlord and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors from and against Losses arising from or out of any environmental condition on the Landlord's Property that is caused by Tenant bringing hazardous materials onto the site after the Effective Date. Notwithstanding the foregoing, the indemnity provided under this Section 11(f) by a Party shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party.

- Survival. The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or earlier termination of this Lease with respect to any claims which occurred or arose prior to such expiration or termination.

- SECTION 12. CONDEMNATION; CASUALTY.

- (a) Contests. If, during the Term, any competent authority for any public or quasi-public purpose ("**Condemnor**") seeks to take or condemn all or any portion of the Leased Property, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking.

- (b) Termination. If, at any time during the Term, any Condemnor shall condemn all or any portion of the Leased Property, or the Solar Facility and if as a result of such

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

- (c) Distribution of Award. For any taking covered by this Section 12, all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

- (i) The interest of Landlord shall be based on the value of Landlord's interest in Landlord's Property (but excluding any of Tenant's interest in the Solar Facility or any other of Tenant's improvements on Landlord's Property and Tenant's Losses, defined below), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

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

- Casualty. In the event the Solar Facility is damaged or destroyed by fire or other casualty, Tenant shall repair the damage to the Solar Facility and Landlord shall equitably abate the Rent until such repair and restoration (together with any repair or restoration of Landlord's Property and the Leased Property required of Landlord, as set forth below) is complete, following which Tenant shall commence paying Rent again. Notwithstanding the foregoing, if the Solar Facility is damaged or destroyed such that Tenant's operation of the Solar Facility is materially impaired or in the event that it is not economically viable for Tenant to repair and restore the Solar Facility, as determined by Tenant in its sole discretion, then Tenant may elect to terminate this Lease upon written notice to Landlord whereupon the Operations Period shall be and be deemed terminated and the Decommissioning Period shall commence and all obligations of the Parties hereunder shall cease except Tenant's Decommissioning Obligations and right to access the Leased Property in order to perform such obligations, and any other obligations the survive the expiration or earlier termination of this Lease in accordance with the terms hereof. If this Lease is not terminated pursuant to this Section following a fire or other casualty, Landlord shall exercise commercially reasonable efforts to repair any damage to

the Landlord's Property and the Leased Property resulting from the fire or other casualty and shall return same to its condition prior to such damage or destruction, including without limitation, using all insurance proceeds received by Landlord following such damage or destruction to accomplish all of the foregoing, except that Landlord shall in no event be required to repair, replace or restore any property of Tenant comprising part of the Solar Facility. Rent shall be equitably abated during such Landlord repair and restoration, as set forth above.

- SECTION 13. ASSIGNMENT. Tenant shall obtain Landlord's written consent before assigning or subletting this Lease or the Leased Property in whole or in part, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, Tenant shall have the right to assign this Lease without obtaining Landlord's consent to an Affiliate of Tenant, to an entity that purchases the Solar Facility or, prior to the construction of the Solar Facility, the development rights thereto, to the purchaser of substantially all of the assets of Tenant, or to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Leased Property and/or the Solar Facility, as set forth in Section 14. In the case of any permitted assignment, Tenant shall remain liable to Landlord for the payment of all Rent and for the full performance of the covenants and conditions of this Lease unless the assignee executes an agreement expressly agreeing to assume all obligations of the Tenant arising on and after the effective date of such assignment, in which event Tenant shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section 13, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder.

SECTION 14. FINANCING.

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

- (b) Rights of Financing Party. Tenant may from time to time provide or cause to be provided to Landlord the names and current addresses of one or more Financing Parties. In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party sixty (60) days' notice of and the opportunity to cure any Payment Default, defined in Section 16(b) below, by Tenant and ninety (90) days' notice of and the opportunity to cure any Non-Payment Default, defined in Section 16(b), by Tenant hereunder. In the event of a Non-Payment Default a

reasonable further opportunity to cure such default shall be provided if weather or access to the Leased Property is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 14.

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

- SECTION 15. RECORDATION, CONFIDENTIALITY.

- (a) Notice of Lease. The Parties agree that this Lease shall not be recorded, but the Parties shall, at Tenant's request, execute and record a Notice of Lease ("*Notice of Lease*") with the applicable registry of deeds in the jurisdiction in which the Landlord's Property is located ("*Registry of Deeds*"), which Notice of Lease shall contain a reference to the easements and covenants granted by Landlord to Tenant hereunder and shall otherwise be in form and content reasonably acceptable to Tenant. Recordation of the Notice of Lease shall be at Tenant's expense.

- (b) Confidentiality. Except as provided in the preceding Section 15(a), Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, this Lease and all information contained herein or pertinent hereto including, without limitation, the financial terms of this Lease, the Solar Facility site design and product design, methods of operation, methods of construction and power production. Landlord shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. The provisions of this Section 15(b) shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant authorizes Landlord to provide copies of the Lease and disclose the terms thereof to Landlord's attorney, accountant, financial advisor and any existing or prospective Landlord Mortgagee so long as they likewise agree not to provide copies of the Lease or disclose the terms thereof to any unauthorized Person.

- SECTION 16. DEFAULT.

- (a) Default. If either Landlord or Tenant shall (i) fail to perform any of its respective obligations under this Lease, or (ii) become bankrupt or insolvent, or file any debtor proceedings or take or have taken against it or them in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the

appointment of a receiver or trustee of all or a portion of Tenant's property (or of the property of any surety or guarantor) which shall not be removed within sixty (60) days of such filing if involuntary, or (iii) make an assignment for the benefit of creditors or petition for or enter into an agreement for reorganization, composition, or any other arrangement with its creditors under any federal or state law now or hereafter enacted, or suffer this Lease to be taken under any writ or execution or attachment (each, a "**Default**") and such Default remains uncured following the required notice and cure periods as provided below, if any (subject to extension as provided under Section 14 where applicable) (an "**Uncured Default**"), the non-defaulting Party shall have the right to terminate this Lease by providing written notice of such termination to the defaulting Party ("**Notice of Termination**") and sue for damages and shall also be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law, which remedies shall be cumulative and not exclusive. Landlord acknowledges and agrees that reasonably foreseeable damages to which Tenant shall be entitled, following an Uncured Default by Landlord, shall include, without limitation, (i) all of Tenant's lost revenues in connection with the Solar Facility for the remainder of the Term, including lost revenues from the sale of electricity and Solar Attributes, (ii) all costs of relocating the Solar Facility, (iii) the value of any lost tax credits, (iv) all property depreciation penalties or recapture fees, and (v) any fees, damages and penalties under Tenants financing agreements or agreements for the sale of electricity or Solar Attributes.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "**Payment Default**" shall mean the failure to make timely payments of a financial nature as provided herein and a "**Non-Payment Default**" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Landlord also agrees that any notice of Default issued by Landlord hereunder shall simultaneously be delivered to all Financing Parties of Tenant of which Landlord has been notified. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within ten (10) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default (other than a default under Section 16(a)(ii) or (iii) above for which no opportunity to cure is granted) shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof hereunder or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the Party in receipt of the notice of Non-Payment Default shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period and diligently pursues the same to completion, but in any event not more than ninety (90) days from the date of receipt of notice of such Non-Payment Default.

(c) Tenant's Right to Offset. In the event of a Payment Default by Landlord, Tenant may, in addition to exercising its other rights and remedies hereunder, in equity and under Applicable Law, offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such Payment Default of Landlord together with interest thereon at the Interest Rate.

SECTION 17. DECOMMISSIONING. During the Decommissioning Period, Tenant shall cease commercial operation of the Solar Facility and shall remove all components of the Solar Facility from the Leased Property, excluding foundations, infrastructure and underground conduit that cannot be removed without damage to the Leased Property and, if

applicable, Landlord's Property and dispose of such components in accordance with Applicable Law (the "*Decommissioning Obligations*").

• SECTION 18. FORCE MAJEURE. If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. For purposes of this Lease, "*Force Majeure*" means: (i) any event or consequence not within the reasonable control of Tenant, (ii) acts of God, including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions which directly result in a party's inability to perform its obligations, (iii) acts of government or any agency, subdivision or instrumentality thereof having, claiming, or asserting authority or jurisdiction over the subject matter, when any such act of government directly results in a party's inability to perform its obligations, (iv) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party's inability to perform its obligations, and (v) failures resulting from fires or other casualties affecting generation equipment, inverters, transformers, power lines, switching equipment, machinery, cables, meters or any of the equipment therein or thereon, when any such failure impairs a Party's ability to perform its obligations.

SECTION 19. NOTICES. Notices under this Lease shall be in writing and sent to the addresses and email addresses set forth below:

LANDLORD: Zitone Construction and Supply Company, Inc or
Its assignee GBZ Excavating, LLC
P.O. Box 1848
Montague, NJ 07827

With a copy (which shall not constitute notice) to: David Wallace, Esq.
399 Clove Rd., P.O. Box 1848
Montague, NJ 07827

TENANT: Cavallo-Cavallo, INC.
dba Beaumont Solar
200 North Street, New Bedford, Ma. 02740

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

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or

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

SECTION 20. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 21. MISCELLANEOUS PROVISIONS.

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

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

- (c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties concerning the subject matter hereof and supercedes all prior agreements between the Parties, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended only by a written instrument duly executed by both Parties which instrument, or a notice of which, must be recorded in the Registry of Deeds.

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

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

- (f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

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

• (h) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the Commonwealth of Massachusetts may be performed on or before the next business day following the date provided herein.

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

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

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


(l) Consent. The Parties acknowledge and agree that if and whenever in this Lease it is stipulated that the consent of a Party is required and that such consent shall "not to be unreasonably withheld, conditioned or delayed" said Party's consent shall be deemed given if it is not give or withheld within ten (10) business days of the date on which such Party's consent is requested.

[Remainder of Page Left Intentionally Blank]

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

LANDLORD:

Zitone Construction and Supply Company, Inc or
Its assignee GBZ Excavating, LLC

By: 
Name: George Zitone
Title: President

 VP

TENANT:

Cavallo-Cavallo, INC.
dba Beaumont Solar

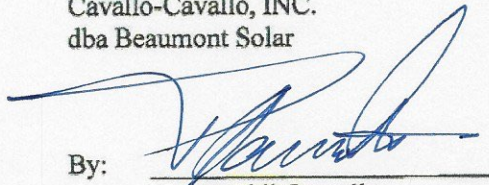
By: 
Name: Phil Carvallo
Title: President

Exhibit A

Site Plan

Exhibit B

Description of Solar Facility

Block: 2 Prop Loc: 30 RT 23 Owner: ZITONE CONSTRUCTION & SUPPLY CO, IN Square Ft: 2560
 Lot: 4 District: 1914 MONTAGUE Street: PO BOX 1829 Year Built: 1850
 Class: 2 City State: MONTAGUE, NJ 07827 Style: CL
 Qual: Additional Information

Prior Block: Acct Num: Add Lots: EPL Code: 0 0 0
 Prior Lot: Mtg Acct: Land Desc: 22.5 ACS Statute:
 Prior Qual: Bank Code: 0 Bidg Desc: 25-F-L-UG Initial: 000000 Further: 000000
 Updated: 05/22/19 Tax Codes: Class/Cd: 0 Desc: Taxes: 8388.22 / 8716.07
 Zone: TSC Map Page: 4 Acreage: 22.71

Sale Date: 10/09/18 Book: 3495 Page: 718 Price: 160000 NU#: 10 Ratio ZITONE CONSTRUCTION & SUPPLY CO, IN Grantee
 Sr Id Date Book Page Price NU# Ratio
 More Info 10/09/18 3495 718 160000 10 193.31 ZITONE CONSTRUCTION & SUPPLY CO, IN
 TAX-LLST-HISTORY

Year Owner Information Land/Imp/Tot Exemption Assessed Property Class
 2019 ZITONE CONSTRUCTION & SUPPLY CO, IN 193600 0 309300 2
 PO BOX 1829 115700
 MONTAGUE, NJ 07827 309300

2018 BARCOCK, PATRICIA 193600 0 309300 2
 30 RT 23 115700
 MONTAGUE, NJ 07827 309300

2017 BARCOCK, PATRICIA 193600 0 309300 2
 30 RT 23 115700
 MONTAGUE, NJ 07827 309300

2016 BARCOCK, PATRICIA 193600 0 309300 2
 30 RT 23 115700
 MONTAGUE, NJ 07827 309300

*Click on Underlined Year for Tax List Page
 *Click Here for More History

Block: 2	Prop Loc: 34 RT 23	Owner: ZITONE CONSTRUCTION & SUPPLY CO, IN	Square Ft: 0
Lot: 3	District: 1914 MONTAGUE	Street: PO BOX 1829	Year Built: 0000
Qual: 1	Class: 1	City State: MONTAGUE, NJ 07827	Style:

Additional Information

Prior Block:	Acct Num:	Adtl Lots:	EPL Code: 0 0 0
Prior Lot:	Mtg Acct:	Land Desc: 25.50 ACS	Statute:
Prior Qual:	Bank Code: 0	Bldg Desc:	Initial: 000000 Further: 000000
Updated: 06/11/19	Tax Codes:	Class/Cdt: 0	Desc:
Zone: TSC	Map Page: 4	Acreage: 25.5	Taxes: 10340.86 / 10745.03

Sale Information

Sale Date: 03/23/18	Book: 3471	Page: 56	Price: 130000	NU#: 26	Ratio	Grantor
More Info	Date: 03/23/18	Book: 3471	Page: 56	Price: 130000	NU#: 26	ZITONE CONSTRUCTION & SUPPLY CO, IN

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption Assessed	Property Class
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2019	ZITONE CONSTRUCTION & SUPPLY CO, IN	381300	0	381300	1
	PO BOX 1829	0			
	MONTAGUE, NJ 07827	381300			
2018	BROWNLEE, SUZANNE ET AL	381300	0	381300	1
	62 A HOAGLAND RD	0			
	BLAIRSTOWN, NJ 07825	381300			
2017	BROWNLEE, SUZANNE ET AL	381300	0	381300	1
	62 A HOAGLAND RD	0			
	BLAIRSTOWN, NJ 07825	381300			
2016	BROWNLEE, SUZANNE ET AL	381300	0	381300	1
	62 A HOAGLAND RD	0			
	BLAIRSTOWN, NJ 07825	381300			

*Click on Underlined Year for Tax List Page

*Click Here for More History

ADDENDUM TO LEASE BETWEEN ZITONE CONSTRUCTION, INC. (Or its Assignee, GBZ Excavating, LLC) AND CAVALLO-CAVALLO, INC., D//B//A/ BEAUMONT SOLAR COMPANY

1. Operations Period” means the period from the Commercial Operation Date through the first to occur of (I) the twentieth (20th) anniversary of the Commercial Operation Date, as it may be extended in accordance with the terms hereof, or (ii) the date on which the Operations Period is terminated in accordance with the provisions of this Lease.

2. Omitted.

3. Lease Property.

(a) Leased Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all of Landlord’s Property shown as Block 2, Lots 3 & 4 on the Site Plan attached hereto (the Leased Property”), together with the Appurtenant Rights and other rights and privileges set forth herein, for the Permitted Use and for the Term, on and subject to the terms and conditions of this Lease. Tenant shall be the sole occupant of the subject property for a project approved for the DC nameplate of ten (10) or more megawatts. The Leased Property is approximately 25.50 acres and 22.71 acres respectively, as shown on the Tax Map for Montague Township. for total acreage of 48.21 acres. If less than ten (10) megawatts is approved, Tenant shall provide a map showing area of property improved for solar production pursuant to the initial Notice To Proceed, with associated facilities and buffers, which shall be the “Leased Property.” Landlord shall have the option to take possession of any parts of the Lots 3 and 4 not part of the “Leased Property” and may use, occupy, rent, let, modify or improve such areas as it may deem fit, in its discretion. Landlord shall not interfere with Tenant’s solar operations, maintenance, repairs and improvements, except that tenant shall have right of first refusal of said land for future expansion. Tenant shall endeavor to locate its facilities on a single lot if the approved capacity can be reasonably located on one single lot.

(b) Appurtenant Rights. In addition to all other terms of the main form of the lease, Landlord shall have the right to joint use of any access roadways and entrances on the leased property, if Landlord shall decide to occupy any part of Lots 3 and 4 as allowed in (a) above. If Landlord shall determine to avail itself of the such access, it shall be jointly responsible for reasonable maintenance and repair costs for such roadways based upon its use and Landlord shall declare whether it’s use shall be limited

to a particular time period. The easement rights in favor of Tenant shall be modified accordingly.

4. Term.

SECTION 3. TERM; Early Termination.

(a) Term. The term of this Lease ("Term") shall consist of the Development Period, the Operations Period and the Decommissioning Period and will commence on the Effective Date and continue until the end of the Decommissioning Period immediately following the twentieth (20th) anniversary of the Commercial Operation Date, unless extended or sooner terminated in accordance with the terms hereof.

(b) Renewal. Provided Tenant is not then in Default, Tenant shall be entitled to renew this Lease for two additional periods of five (5) years ("Renewal Period") by providing written notice to Landlord of its intent to so renew the Lease, delivered on or before sixty (60) days prior to the end of the Term. All terms and conditions of this Lease shall be and remain in full force in effect during the Renewal Period, if any, and the word "Term" as used herein shall mean and include the Renewal Period during such Renewal Period, if any.

5. Early Termination. Notwithstanding any other term of this lease, for early termination during the "Operations Period", Tenant shall nonetheless pay a minimum of one (1) years of total rental payments to the Landlord .

6. Bond. Prior to commencing commercial operations, and prior to and prerequisite to any assignment of Tenant's rights or responsibilities under the lease, Tenant shall provide a performance bond for decommissioning at the site in a form and amount satisfactory to Landlord. Landlord's consent shall not be unreasonably denied.

SECTION 5. RENT.

7. Rent. A. If after twelve months following execution of this lease, Tenant shall not have commenced selling of power, for which rental payments per megawatt will be due to landlord, Tenant shall pay all real estate taxes and Landlord's property and liability insurance premiums on a pro rata basis through the time that regular rental payments commence based upon the sale of electricity. However, if the system as contemplated through the utility and town permitting and regulatory approvals is less than the 10MW (DC) then payments for insurance and taxes shall be pro-rata based upon the actually approval as a percentage of the intended 10MW (DC).

B. If after eighteen months following execution of this lease, Tenant shall not have

commenced selling of power, for which rental payments per megawatt will be due to landlord, Tenant shall pay, in addition to payments in A above, monthly rent of \$850.00 at all times when Tenant shall not owe regular rental payments based upon the sale of electricity. This rent is based upon an intended 10MW (DC) approval, and rents will be pro-rated, as indicated below, for approval of less than 10MW (DC).

C. Commencing on the first day of the first full month following the Commercial Operation Date, Tenant shall begin paying rent as set forth in this paragraph, and shall cease paying payments in A and B above; and in addition, and rent shall continue each first of each month thereafter during the Term and through the beginning of the Decommissioning period. Tenant shall pay Landlord rent in monthly installments equal to one twelfth of the total annual obligation of tenants hereunder. For each DC megawatt of approved capacity in the initial Notice to Proceed issued to Tenant, Tenant shall pay rent of \$22,500.00 per year and a pro rata payment for each fractional part of a DC megawatt of approved production. ("Rent") This rental obligation shall be subject to any other financial obligations or additional rent owed by Tenant hereunder. Landlord acknowledges and agrees that Tenant shall have no obligation to pay such rent to Landlord hereunder for the period prior to the Rent Commencement Date.

D: In the event that electrical capacity is added by an amended or supplemental Notice to Proceed for additional capacity after the initial commencement of commercial operations, rent shall be modified accordingly as of the date that increased electrical generation shall commence. Additional rents shall be based upon the rate in C. above.

8. Decommissioning Period.

"Decommissioning Period" means the period commencing at the expiration or earlier termination of the Operations Period and continuing until the Tenant completes its Decommissioning Obligations hereunder.

9. Real Property Taxes.

In addition to the obligations of Tenant in the lease, any increase in tax assessments attributed to any improvements to the site, including the construction of roads during the Term, shall be the responsibility of Tenant. Any obligations for contribution to taxes by Tenant shall be deemed additional rent. The property is not currently assessed as an improved property. This shall include increases in assessment based upon rents payable for the project and/or rental value of or income from the solar power facilities.

10. Roads.

Landlord shall have no duty to construct, repair, clear, plow, pave, salt, or maintain any driveway or roadway, except as stated in 3b. above. All improvements necessary for the construction and operation of Tenant's facilities shall be Tenant's sole responsibility and Tenant shall be solely responsible for any necessary maintenance and repair for same. If Landlord shall determine to build any roadways or access for its use as allowed under this lease, and without interfering with Tenant, Landlord shall bear the costs of same.

11. Utilities.

Landlord is providing no utilities and shall have no obligation to construct, maintain, repair or pay the costs of any providing any utilities to the site.

12. General Indemnity. Tenant shall indemnify, defend and hold harmless the Landlord and its shareholders, members, managers, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments ("Losses"), incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party, the indemnifying Party's employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (ii) any material breach by the indemnifying Party of a representation or warranty made herein. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified party. All provisions of the lease for indemnity and defense of Tenant by Landlord shall be stricken, except that Landlord shall indemnify and hold Tenant harmless for Losses caused by Landlord's operations.

13. Site. Without inquiry, Landlord is not aware of any conditions that would impair Tenant's ability to improve the site and operate its intended facilities. The property contains an abandoned residential structure. Tenant shall be solely responsible during its Development period to determine whether any such improvements affected the suitability of the site. This paragraph shall apply notwithstanding any provision of the main lease agreement.

14. Insurance.

All provisions requiring that the Landlord insure Tenant shall be stricken.

15. Waiver of Subrogation.

Landlord shall not waive subrogation.

16. Condemnation.

Compensation for condemnation to Tenant shall not exceed that available pursuant to common law and New Jersey statute with respect to Tenant's operations and the equipment owned by Tenant as defined in the Lease.

17. Casualty.

In the event of Casualty to the premises, Landlord shall have no obligation to abate rent, except any other provisions of the lease regarding minimum rentals period and termination of the lease shall continue to apply.

18. Force Majeure

The following language is stricken: "(I) any event or consequence not within the reasonable control of Tenant."

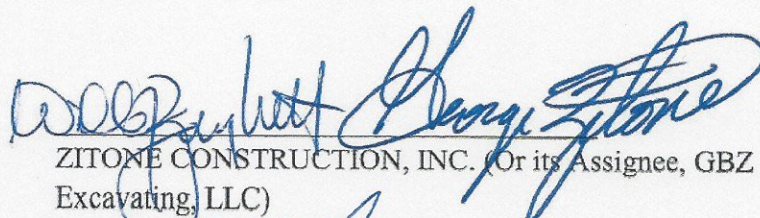
19. Decommissioning.

Tenant shall specific all intended pouring of concrete foundations for Landlord's approval before commencing commercial operations. Consent shall not be unreasonably withheld.

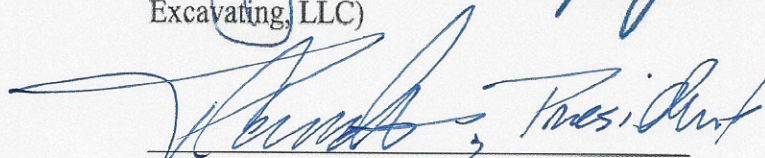
20. Governing Law.

The Lease shall be governed by the laws of the State of New Jersey.

Landlord:


ZITONE CONSTRUCTION, INC. (Or its Assignee, GBZ
Excavating, LLC)

Tenant:


BEAUMONT SOLAR COMPANY

Project Name: **Zitone- Montague- CS**
 Panel Type: Hanwha 430W
 System Size in kW: **3001.000**

Address: 30 Rt 23 Montague, NJ

Project Revenue:

Orig. Approved Budget	
Per Watt	Total

Contract **1.8500** 5,551,850

Project Costs:

Orig. Approved Estimate	
Cost Per Watt	Total Cost

Panels	0.330	990,330							
Inverter	0.090	270,090							
Racking	0.180	540,180							
Monitor	0.005	15,005							
Electrical Supplies	0.120	360,120							
MV Hardware	0.110	330,110							
Tools and Gear		-							
Labor / Union		-							
Electrical	0.340	1,020,340							
Iron Workers		-							
Engineering, system									
commissioning, etc	0.015	45,015							
Permits	0.009	27,009							
Project Management	0.020	60,020							
Profit and Overhead	0.161	483,161							
Electrical Engineering	0.020	60,020							
Civil Engineering	0.030	90,030							
Site Work	0.210	630,210							
Fence	0.060	180,060							
Rentals	0.150	450,150							
Contingency		-							
Sales Commission	-	-							
Sales Tax	-	-							

Total Project Cost **1.850** **5,551,850**



CONSULTING ENGINEERS, D.P.C.

MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
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Principal Emeritus:
RICHARD D. MCGOEY, P.E. (NY & PA)

1 February 2021

Parallel Products Solar Energy, LLC
100 Duchaine Blvd.
New Brdford, MA. 02740

ATTENTION: Phillip Cavallo
Business Development Executive

SUBJECT: Zitone-Montague-CS
Solar Farm
Montague, NJ

Dear Mr. Cavallo,

Our office assisted Parallel Products Solar Energy, LLC in filling out the NJDEP Permit Readiness Checklist for the Zitone-Montague-CS project located in Montague Township, Sussex County, NJ. The project consist of a solar farm located on Block 2, Lot 4 on NJ Route 23.

As part of the project the developer is looking to apply for a pollination support credit for the design of the solar farm. To accomplish this, disturbed areas will be planted with indigenous low growth pollination plants along with other native plant species. The proposed plantings will be selected from the New Jersey Agricultural Experiment Station and the Native Plant Society of New Jersey list of native plants. These pollination plantings will be maintained throughout the life of the project.

Should you have any questions or require additional information do not hesitate the contact this office.

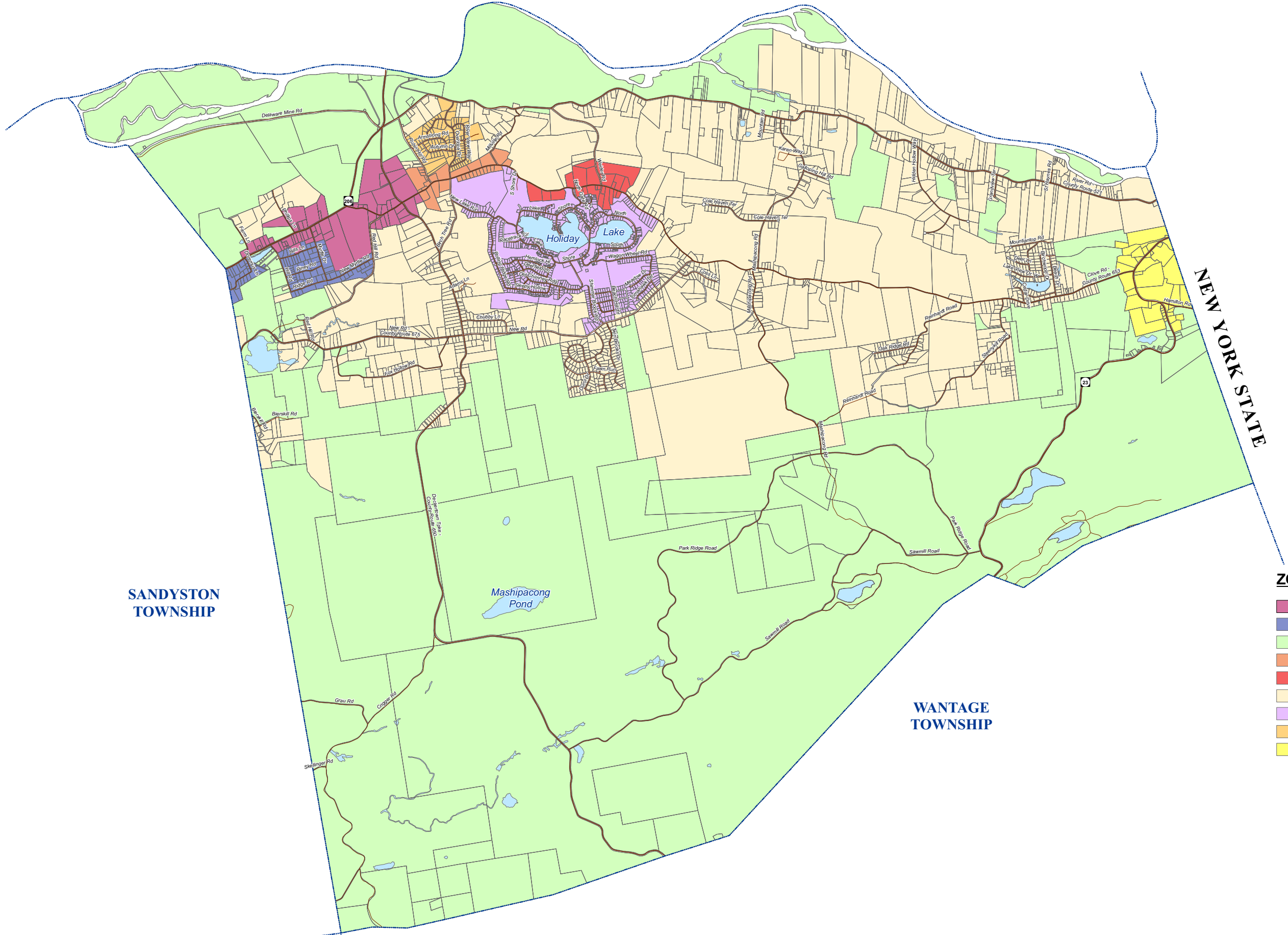
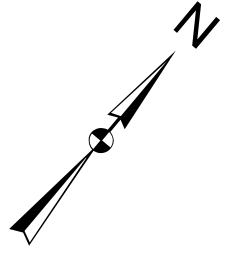
Respectfully submitted,

McGOEY, HAUSER & EDSALL
CONSULTING ENGINEERS, D.P.C.

A handwritten signature in black ink, appearing to read 'Jeremy Valentine', is written over a horizontal line.

Jeremy Valentine
Project Manager

PENNSYLVANIA COMMONWEALTH



SANDYSTON TOWNSHIP

WANTAGE TOWNSHIP

NEW YORK STATE

FRANKFORD TOWNSHIP

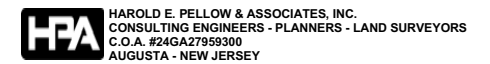
ZONING LEGEND

- 206 Center - 1 Acre Minimum
- 206 Center Residential - 1 Acre Minimum
- Conservation District
- Live/Work - 3 Acre Minimum
- Montague Center - 1 Acre Minimum
- R-3 - 3 Acre Minimum
- R-4 - 1 Acre Minimum
- R-5 - 3 Acre Minimum
- Tri-State Center - 1 Acre Minimum



ZONING MAP
Montague Township
Sussex County - New Jersey

Prepared by:



Harold E. Pellow, N.J. Professional Engineer
and Land Surveyor Lic. No. 13229
Professional Planner N.J. Lic. No. 1690
Prepared: 3/07/14