



Section B: Community Solar Energy Project Description

Project Name: _____

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Applicant Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

Project Owner Company/Entity Name (complete if known): _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

Developer Company Name (optional, complete if applicable): _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

The proposed community solar project will be primarily built by:

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



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

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

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

IV. Property/Site Owner Information

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

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

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

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

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): _____ 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): _____
 Municipality: _____ County: _____ Zip Code: _____
 Name of Property (optional, complete if applicable): _____

Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

Attach a delineated map of the portion of the property on which the community solar facility will be located in 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.)*: _____ (month) _____ (year)

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

*More information about Economic Opportunity Zones are available at the following link:
https://www.state.nj.us/dca/divisions/lps/opp_zones.html.

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

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

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

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

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

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

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

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



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

If “Yes,” explain the modification below.

18. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements Yes No
 If “Yes,” explain below, and provide any substantiating documentation in an attachment. Explain how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is expected to help local ecosystems, and whether the proposed pollination support has received certifications or other verification.



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.



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)*:

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

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

4. The proposed community solar project 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: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

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

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

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

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



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

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

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

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

XI. Project Cost

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

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

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



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

- 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:



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:

4. The proposed community solar project will create temporary or permanent jobs in New Jersey Yes No
 If "Yes," estimated number of temporary jobs created in New Jersey: _____
 If "Yes," estimated number of permanent jobs created in New Jersey: _____
 If "Yes," explain what these jobs are:



5. The proposed community solar project will provide job training opportunities for local solar trainees Yes No
 If "Yes," will the job training be provided through a registered apprenticeship? Yes No
 If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

XIII. Special Authorizations and Exemptions

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



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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

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



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

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Tessa Wheeler (name) am the Business Development Associate (title) of the Applicant Sunpin Energy Services, 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: 2/3/21

Print Name: Tessa Wheeler

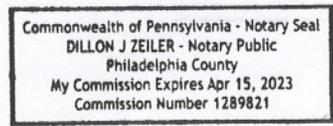
Title: Business Development Associate

Company: Sunpin Energy Services, LLC

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

Signature

Name Dillon J. Zeiler

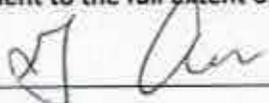


Project Developer Certification

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, XJ Chen (name) am the Vice President (title) of the Project Developer Sunpin Energy Services, 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: 

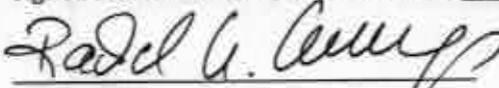
Date: 2/4/2021

Print Name: XJ Chen

Title: Vice President

Company: Sunpin Energy Services, LLC

Signed and sworn to before me on this 4th day of February, 2021


Signature
Rachel U. Cummings
Name





Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, XJ Chen (name) am the Vice President (title) of the Project Owner Sunpin Energy Services, 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: [Handwritten Signature] Date: 2/14/2021

Print Name: XJ Chen
Title: Vice President Company: Sunpin Energy Services, LLC

Signed and sworn to before me on this 14th day of February 2021

Signature: [Handwritten Signature]
Name: Rachel U. Cummings





Property Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: 

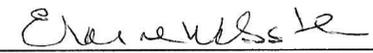
Date: 2/3/21

Print Name: Vernon Pierce

Title: Property Owner

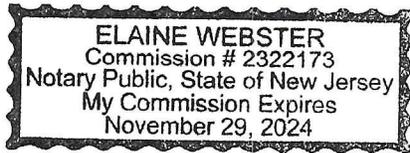
Company: _____

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



Signature Elaine Webster

Name _____





Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

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

Signature

Name



Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

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

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

2. Community Solar Subscription Price: (check all that apply)
 - Fixed price per month
 - Variable price per month, variation based on: _____
 - The subscription price has an escalator of _____ % every _____ (interval)

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

4. Fees
 - Sign-up fee: _____
 - Early Termination or Cancellation fees: _____
 - Other fee(s) and frequency: _____

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



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

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

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

Note that this list is for indicative purposes only. Additional attachments may be required, and 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 type="checkbox"/> Yes <input type="checkbox"/> No
Proof of site control.	p. 10	<input 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 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 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 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 type="checkbox"/> No
Copy of the completed Permit Readiness Checklist.	p. 14	<input 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 type="checkbox"/> Yes <input type="checkbox"/> No
Substantiating evidence of project cost in the form of charts and/or spreadsheet models.	p. 20	<input type="checkbox"/> Yes <input type="checkbox"/> No
Product Offering Questionnaire(s) in Appendix A.	p. 30 – 31	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certifications in Section C.	p. 25 – 29	<input 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 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 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 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 type="checkbox"/> No
Permits received for this site or project.	p. 15	<input type="checkbox"/> Yes <input type="checkbox"/> No
Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities	p.16	<input 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 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 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 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 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 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 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 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 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)
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	25
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.	20 Max. possible bonus points: 3 Max. possible bonus points: 2



<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



SUNPIN HOLDINGS, LLC

Professional Engineer:

PE Seal:

DRAWING ISSUE

APPROVAL

REVISIONS

Rev	By	App	Description	Date
0	MM	MM	PRELIMINARY LAYOUT	11/16/2017

Project Name:
315 SOUTH BURLINGTON RD BRIDGETOWN NJ

Site Address:
315 SOUTH BURLINGTON RD BRIDGETOWN NJ

Sheet Name:

Site Layout

Scale:

Sheet No:

Project ID:

MOD QTY. (14,510)
 MOD WATT. (370 W)
 DC SIZE. (4,998.7 kW)
 INV QTY. (34)
 INV KW. (100 kW)
 AC SIZE. (3,400 kW)
 TOTAL PARCEL ACREAGE. (19 ACRES)
 TOTAL PV INSTALLATION. (15 ACRES)
 TOTAL FENCE LENGTH. (3,300 FEET)
 TRENCHING LENGTH. (1,100 FEET)
 ACCESS ROAD LENGTH. (100 FEET)

POINT OF INTERCONNECTION

315 S Burlington Rd

LEGEND

- WETLAND
- 7' HIGH CHAINLINK FENCE
- PARCEL BOUNDARY
- 50' PROPERTY SETBACK

C:\Users\Steven_Yang\Desktop\Project\315 South Burlington Rd Bridgetown NJ\315 South Burlington Rd Bridgetown NJ.dwg | Jun 12, 2018 - 11:28am | Steven_Yang

OPTION AND LEASE AGREEMENT (“*Agreement*”)

This Agreement, dated as of July 26, 2019 (“*Effective Date*”), is entered into by Sunpin Energy Services, LLC and its Assigns (hereinafter referred to as “*Lessee*”) and Vernon W. Pierce (“*Lessor*”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Lease; Leased Lands; Option Right.

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and any assign or Person who may be assigned this Agreement the exclusive option to rent the Property (“*Lease*”) per the terms and conditions in this Agreement (the “*Option*”).

(b) Property; Leased Lands.

Lessor, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Lessee to be kept, observed and performed, does lease to Lessee, and Lessee hereby leases from Lessor as follows:

-Lessee will have an Option for a lease from Lessor the real property located at South Burlington Road in Bridgeton, New Jersey 08302 identified by the Cumberland County Assessors as:

- 0605029000000016
- 0605029000000017
- 0605029000000018

and as more particularly described in Appendix A-1 attached hereto (“*Property*”) and incorporated herein (the “*Leased Lands*”).

-The Leased Lands to be leased and upon which the Generating Facilities will be installed and operated as described in Appendix A-2 attached hereto and incorporated herein.¹

¹ Please note that this lease agreement will need to clearly set the boundaries and limitations for the leased properties and that description will be included in Appendix A-2.

(c) Option Term.

1. Lessor grants to Lessee an option period from the date of Agreement and is one hundred and eighty (180) days thereafter, or December __, 2019, (the "First Option Diligence and Permitting Period") for the Option Payment noted in Section 1(d)(i).
2. Lessor grants to Lessee three additional option period(s) to extend the Diligence and Permitting Period for three additional one hundred and eighty (180) day periods, and such option may be exercised by written notice to Lessor prior to the expiration of the then current Diligence and Permitting Period, in which case any notice to extend the due diligence period for any additional period (s) shall be accompanied by an additional extension payment of Five Thousand Dollars (\$5,000) for each extension period.
3. During the period between the Trial and throughout the Diligence and Permitting Period, Lessee shall have the right to conduct such investigations, examinations, inspections and review of the Property (including its soils, subsurface and improvements) as Buyer shall deem appropriate or desirable, including Lessee's ability to obtain all necessary permits and approvals for the development, construction and operation of a solar power generating facility (the "Permits and Approvals").
4. In no event shall the date for this Diligence and Permitting Period be less than (a) one hundred and eighty (180) days for any one option period (other than the Trial Period) and (b) two (2) years plus seven (7) months in total for the entire duration under this Agreement (if all the Diligence and Permitting Periods are added up).

(d) Option Payments.

- (i) The first Option Payment shall be paid in an amount of **\$5,000** by Lessee to Lessor within five (5) Business Days after the Trial Period ends for the first Diligence and Permitting Period of six (6) months.
- (ii) The following, additional Option Payment is due upon any extension of the Option Term and Diligence and Permitting Period: **\$ 5,000** for each six (6) month extension and such payment shall extend the Diligence and Permitting Period for six (6) months.

- (e) Termination of Agreement/Option. Lessee may terminate the Agreement, for any reason, during the Diligence and Permitting Period without penalty or payment or further liability at any time after the Effective Date.
- (f) Exercise of Option. In order to exercise the Option into the Lease period, Lessee must deliver to Lessor a notice of exercise (the “**Exercise Notice**”), to the Notice Address accompanied by the first Rent payment, prior to the expiration of the Option Term and Diligence and Permitting Period. The date of the Exercise Notice shall be the commencement of the Lease Term and the date the solar farm is operational, producing power and accepted by the potential power offtaker (“**Commercial Operation Date**” or the “**Lease Commencement Date**”).
- (g) Agreement to Lease. Upon receipt of the Exercise Notice, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate and maintain the Generating Facility for the generation and distribution of electrical power. The purpose of the lease is for the design, installation, construction and operation of a photovoltaic generating facility (the “**Generating Facility**”) on the Leased Lands in order to generate electric power for sale and distribution. The Lease incorporates Appendix A-1, A-2 and Exhibit A attached hereto and incorporated herein. Lessor will give the exclusive right to any easements needed to Lessee and its Assigns to the extent Lessor has transferrable property rights.
2. Lease Terms. In order to permit the installation and operation of the Generating Facility on the Leased Lands, the Lessor will agree to all necessary approvals for a solar farm, or more or less at the discretion of the Lessee, and the Lessee will have the right to enter and occupy all of the portions of the Leased Lands that is needed to install, operate to its maximum efficiency, maintain, replace and have access to the Generating Facility. In addition, Lessor shall agree to execute any documents or cooperate with Lessee in order for the Lessee to engage in the production, transmission, reception, processing, distribution, sale of electricity, net metering credits and environmental attributes or switching of electricity through wires, cables, panels on or within the Leased Lands (the “**Generating Facility Activities**”) and to assure that its occupancy of the Leased Lands is not disturbed for the duration of the Lease Agreement by Lessor or anyone acting on Lessor’s behalf. It will be necessary, as a condition under the Lease, for the Lessor to obtain consent of any holder of any mortgage or security interest in the Leased Lands or any improvement constructed or installed thereon to a subordination and non-disturbance agreement subordinating the priority of such mortgage or security interest to the interest of the Lessee in the Generating Facility so that (i) the generating Facility is considered the personal property of Lessee or its nominee or assignee, and shall survive any liens existing and related to the property to which the facility has utilized and (ii) the Lessee will be

permitted access to the property and required to remove the Generating Facility if the Lease is terminated or if the property is foreclosed upon or title to the Property is otherwise transferred on terms and conditions reasonably acceptable to Lessor and security interest holder. The Lessee or its nominee or assignee will be required to remove within ninety (90) calendar days or Lessor may remove, liquidate or dispose of the property.

3. **Easements and Rights of Way.** The Lessor agrees to provide to the Lessee, its employees, agents, representatives, contractors, subcontractors, invitees and utility providers, at no additional cost, all easements, where Lessor has property interest, and rights of way as reasonably necessary for Lessee to carry out or accomplish the Generating Facility Activities or install and maintain the Lessee's equipment including, without limitation, any easement or right of way required for purposes of: (i) access to the Leased Lands; (ii) installing, burying and maintaining transmission lines, utility lines, and electrical collection and distribution lines in, over, upon, under, across, to and from the electricity grid; (iii) where required by any utility company (or other relevant company or authority) in order to permit the installation and use of electricity lines connecting the Lessee's equipment to the electricity grid; and (iv) an easement for light, solar energy resources.
4. **Lease Term.** The initial term of the Lease ("***Lease Term***" as may be extended) shall begin upon the Lease Commencement Date. The Lease shall terminate twenty (20) years from Commercial Operation Date (the "***Expiration Date***") subject to three (3), five (5)-year extension options if Lessee requests any such extension option within 90 days prior to the end of the Lease Term or extension term, as applicable. Such extension periods shall equal fifteen (15) years in total (after the 20 year Lease Term period).

Lessee's obligation to pay rent shall commence upon the Commercial Operation Date. At the conclusion of this lease, the Lessee is required to return the property to substantially similar condition to that presented at the beginning of the Lease.

5. **Base Rent.** The Lessee shall pay Lessor for the relevant period,
 - (a) During the option or construction period, per the terms in Section 1(d); or
 - (b) after construction is complete and Generating Facility is energized, \$10,000 per MW DC per year (the "***Lease Rate***"), with a 1% escalation annually, payable Quarterly, at the beginning of each Quarter based on the annual anniversary date from the Lease Commencement Date. The year one rate assumes a 5 MW DC project, or \$50,000. If the project increases or decreases in capacity, the year one lease rate shall be adjusted accordingly to a mutually agreed upon amount.
 - (c) after the Lease terminates, \$2,500 per month for any transition or decommissioning related to the Property.

6. **Operation and Maintenance.** Lessee shall be permitted to grade the property as required, and install additional improvements for storm water collection, storage or drainage. Lessee shall be permitted to cut and remove trees on the Leased Lands as necessary for the Generating Facility Activities. Lessee will comply with all required laws, rules and regulations regarding such designing, contracting, installing, operating, maintaining, replacing, and upgrading the Generating Facility, including but not limited to compliance with any and all environmental, wildlife, health, safety, and energy generation laws. At the end of the Lease Term, Lessee shall return the Leased Lands to the Lessor in a clean condition and in substantially the same state as at the commencement of the Lease, except if and to the extent Lessor notifies Lessee that any improvements made to the Property shall remain on the Leased Lands (excluding any trade fixtures, which Lessor shall not be able to require Lessee to leave on the Leased Lands).

Throughout the Lease Term, Lessee shall have the right: (i) to add to, remove or modify the Generating Facility or any part thereof, and (ii) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, but not limited to, the right to clean, repair, replace and dispose of all or a part of the Generating Facility as Lessee in its sole discretion determines to be necessary, without prior notice to or consent of Lessor, and all at the sole cost and expense of Lessee. Lessee, at its expense, may use any and all appropriate means of restricting access to the Generating Facility and Premises, including without limitation, the construction of a fence.

7. **Taxes.** Lessor shall pay all tax, including, without limitation, real property taxes for all of the Leased Lands and Property during the Lease Term that are over and above the current taxes, provided, however, Lessee shall pay all increased tax, including, without limitation, real property taxes that are over and above the current taxes (from the previous year's tax assessment) and attributed directly to the solar PV facility improvements constructed on the Leased Lands.
8. **Insurance and Indemnification.** Each Party shall maintain appropriate insurance for its respective interests in, and activities on, the Property, and shall provide certificates of insurance to the other Party evidencing such coverage promptly following the request, including a commercial general liability insurance amount not less than \$2,000,000.00
9. **Confidentiality.** Lessor and Lessee will treat the negotiations and matters related to this Agreement in strict confidence. Lessor shall treat all information related to this Agreement shall be disclosed by Lessor only on a need to know basis.
10. **Reserved.**

11. **Assignment and Financing.**

- (a) **Assignment.** Notwithstanding anything to the contrary, the Lessee may freely assign this Agreement to any affiliate company or subsidiary company of Lessee upon written notice to Lessor. Other than this permitted assignment, Lessee may not, assign this Lease without the written consent of Lessor. In the event of any such assignment, the Lessee shall be released from all its liabilities and other obligations under the Lease so long as Lessee has fulfilled all current obligation under the Lease. However, any assignment of Lessee's right and/or obligations under the Lease, shall not result in any change to Lessor's rights and obligations under the Lease. The Lease shall be binding on and inure to the benefit of the successors and permitted assignees.
- (b) **Financing.** The parties acknowledge that Lessee may obtain construction and long-term financing or other credit support from one or more Financing Parties. "Financing Parties" means person or persons providing construction or permanent financing to Lessee in connection with construction, ownership, operation and maintenance of the Generating Facility, or if applicable, means, if applicable, any person to whom Lessee has transferred the ownership interest in the Generating Facility, subject to a leaseback of the Generating Facility from such person. Both parties agree in good faith to consider and to negotiate changes or additions to the Lease that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of the Lease. In connection with an assignment pursuant to Section 16, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- (c) **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Lessee or its affiliates by Financing Parties, that such Financing Parties may require that Lessee or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Generating Facility and/or administrative services with respect to this Agreement (the "***Successor Provider***"). Lessor agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

12. **Solar Generating Facility Construction; Lessor Acknowledgment.**

- (a) From the Effective Date and throughout the Lease Term, Lessee shall have the right to (A) install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators) and (B) use, operate, clean, repair, replace and dispose of part or all of the Generating Facility as Lessee in its sole discretion determines to be necessary. Lessor acknowledges and understands that the Generating Facility shall consist of

a solar photovoltaic electric Generating Facility, designed to produce electricity and deliver such electricity to the electric interconnection point, including without limitation all of the following: installation equipment; generation facilities, including inverters, fuses, transformers, wiring and output breakers; facilities necessary to connect to the electric interconnection point; protective and associated equipment; and other improvement reasonably necessary for the construction, operation, monitoring and maintenance of the Generating Facility. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, maintenance and removal of the Generating Facility.

- (b) Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the exclusive right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations (“*Tests*”), and design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the Generating Facility on the Premises. As noted in Appendix A-2, Lessor shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the furnishing, installation, testing, commissioning, deconstruction, disassembly, decommissioning and removal of the Generating Facility and access for rigging and material handling, and including a temporary, reasonable area for construction laydown, as further described on **Appendix A-2** or as reasonably designated by Lessor from time to time. Lessor shall not interfere with the installation of the Generating Facility or enter onto, move, adjust, alter, tamper with or otherwise handle any Lessee equipment or any component of the Generating Facility.
- (c) In connection with the Tests and the Generating Facility, Lessee shall be permitted to excavate, remove and export material to adjoining parcels, grade, level, and fill the land, remove trees and shrubs, lay gravel, concrete and/or asphalt, install foundations, roadways and walkways and install utilities.
- (d) The Generating Facility is personal property, whether or not the same is deemed real or personal property under Applicable Law and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee shall be the legal and beneficial owner of the Generating Facility at all times and Lessor shall have no right, title or interest in the Generating Facility or any component thereof, notwithstanding that any such Generating Facility may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use

commercially reasonable efforts to place all parties having an interest in or lien upon the Property on notice of the ownership of the Generating Facility and the legal status or classification of the Generating Facility as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Generating Facility as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor, of a disclaimer of the Generating Facility as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee is the exclusive owner of all electricity and all utility credits generated by the Generating Facility and owner of all Environmental Attributes and Incentives attributable to the Generating Facility. In the absence of an additional agreement to the contrary, all electricity generated by the Generating Facility will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attribute or Incentive relating to the Generating Facility or the electricity generated by the Generating Facility.

13. Authorization and Enforceability. Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. This Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms.

14. Representations, Warranties, and Covenants

(a) Lessor's Title to Premises. Lessor represents, warrants and covenants that Lessor has a lawful fee simple interest in title to the Property, including the Premises, and that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' notice after any sale or assignment of the Property thereof (which

includes notice of the sale of the property to Lessee), which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Agreement and the Easements granted in this Agreement shall run with the Property and survive any transfer of all or any portion of the Property. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Generating Facility, or any work related to such Generating Facility, and shall not gain any interest in the Generating Facility by virtue of the Lessor's transfer.

(b) No Interference With and Protection of Generating Facility. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Generating Facility or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The Generating Facility shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's (or Lessor's Affiliate's) negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(c) Non-Disturbance Agreements. Lessor shall obtain a subordination non-disturbance agreement ("*NDA*") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to the Lessee's rights to the Premises, the Generating Facility and any Easement Areas under this Agreement and any Easement; (ii) acknowledge that the third party has no interest in the Generating Facility and shall not gain any interest in the Generating Facility by virtue of the Parties' performance or breach of this Agreement or any Easement; (iii) acknowledge that the third party's interest in the Premises and/or any Easement Areas (if any) is subject and subordinate to Lessee's interest under this Agreement in and to the Premises and the Easement Areas; (iv) waives any lien the third party may have in and to the Generating Facility; and (v) agrees not to disturb Lessee's possession, use or occupancy of the Premises or any Easement Area or the conduct of its business thereon.

(d) Insolation. Lessor acknowledges and agrees that access to sunlight ("*Insolation*") is essential to the value to Lessee of the leasehold interest granted hereunder and is

a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on or adjacent to the Premises or on any adjacent property owned by Lessor or any company owned or controlled by Lessor that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect insolation levels, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. In the event any such obstruction occurs and is not promptly removed, after thirty (30) days written notice to Lessor and Lessor does not cure such insolation issues, Lessee shall have the right to terminate this Agreement without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 14(d), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 14(d). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the Insolation to the Property or Leased Lands.

- (e) Condition of Premises. As of the Effective Date, Lessor represents and warrants to Lessee that there are no site conditions at the Property or Premises, to Lessor's knowledge, that could impact the cost of installing or operating the Generating Facility on the Premises, other than as disclosed in Schedule 1.
- (f) Notice of Damage or Emergency. Lessor shall reasonably endeavor to notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the Generating Facility; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the Generating Facility or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the Generating Facility.
- (g) Liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Generating Facility or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest due to Lessor's action or inaction that attaches to the Generating Facility and to indemnify, defend and hold

harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Generating Facility or any portion or equipment included thereof.²

Lessee shall be fully responsible for any mechanic liens on the Generating Facility related to any contractor engaged or hired directly by Lessee.

(h) Security Interest in Generating Facility. Lessor has been advised that part of the collateral securing the financial arrangements for the Generating Facility may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "***Security Interest***") in the Generating Facility to one or more Financing Parties and Lessor hereby consents to such Security Interest.³ In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage⁴ security interest or other interest in or lien upon the Property or Premises that could attach to the Generating Facility as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement. Further, Lessor agrees to execute, acknowledge and deliver, and agrees to cause any and all of Lessor's lenders to execute, acknowledge and deliver, such commercially reasonable subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Lessee or the Financing Parties may reasonably request. Lessor further agrees to modify the terms of this Agreement as may be reasonably requested by such Financing Parties. Lessor agrees that if requested by Lessee, Lessor will furnish the Financing Parties with a counterpart of each notice or other document delivered by Lessor to Lessee in connection with this Agreement.

(i) Utilities. At Lessee's request, Lessor shall provide electric current and water to the perimeter of the Premise, so long as the water is not being accessed from the well being used for the existing home; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses.

³ Note this only pertains to the Solar System and the security interest does NOT impact the property itself.

⁴ Understand there is a mortgage – this ONLY pertains to the Solar System on site not the property.

(j) Hazardous Substances; Environmental Representations. Lessor shall be responsible for and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substance caused solely by Lessor, that have occurred or which may occur on the Property. In furtherance of the foregoing, Lessor shall indemnify, defend and hold harmless all of the Lessee Parties and the Financing Parties from and against any and all damages, costs, expenses, assessments, penalties, fines, losses, judgments, additional costs incurred by Lessee to install or operate the Generating Facility (or to otherwise use, occupy and/or operate the Premises for any of the Permitted Uses) and reasonable attorney fees, arising out of or relating to Pre-Existing Environmental Conditions. Lessor agrees to indemnify, defend and hold Lessee harmless from Environmental Claims resulting from actions on the Property caused by Lessor. This Section 13 shall survive the termination or expiration of this Agreement.

(k) Lessor represents, warrants and covenants that (i) Lessor and the Property (including the Leased Lands) are, and during the past ten (10) years have been, in material compliance with Environmental Laws applicable to the Property; (ii) except with respect to matters that have been settled or resolved with no ongoing liabilities or obligations, Lessor has not received notice of (and has no knowledge of) any notice of any proceeding regarding any actual or alleged violation of, or liability under, Environmental Laws, or any investigatory, remedial or corrective obligations under Environmental Laws, in each case with respect to the Property, nor is any such proceeding threatened to Lessor's best knowledge; (iii) Lessor has not caused the release of Hazardous Substances at, on, about, under or from any of the Property which would reasonably expected to give rise to any liability under Environmental Laws; and (iv) there are no events, and there have been no events: (x) that would prevent continued compliance by Lessor with Environmental Laws and the requirements of any Permits applicable to it or to Lessee, or (y) that would result in the liability of Lessor or Lessee under any applicable Environmental Laws.

(d) Casualty; Fire. Lessee shall carry casualty insurance and provide evidence of source to Lessor. In the event the Generating Facility, the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement without penalty or further liability upon notice to Lessor effective as of the date of such damage or destruction. If Lessee does not elect to terminate this Agreement in the event of such a casualty, the Rent shall be abated for a maximum time of up to a six (6)

month period and upon Lessor's restoration of the Premises, Lessee shall have the sole responsibility for restoration of the Generating Facility. In any rent abatement circumstance, then the Lease Term shall be extended for the period of time of the rent abatement period.

In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

15. Notices. All Notices under this Agreement shall be made in writing to the Notice Address specified here and emailed at such address as may be updated by written notice.

Lessor

Vernon W. Pierce
PO Box 378
Fairton, NJ 08320
vpierceco@aol.com

Lessee: Sunpin Energy Services LLC
2020 Main Street, Suite 300
Irvine, CA 92618
Attention: Steve Recchia, General Counsel
E-mail: srecchia@sunpinsolar.us

Notices shall be delivered by hand delivery, regular overnight delivery service, sent by registered or certified mail, return receipt requested or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when

delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Failure to comply strictly with the terms of this Section shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

(e) No Waiver; Remedies; Headings. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

(f) Binding Effect. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

(g) Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Lessor and Lessee (a) intend to be bound by the signatures on any document sent by PDF, scanned copy, or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(h) Entire Agreement. This Agreement, including all Exhibits and Appendices, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement

that party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

(i) Further Assurances. Upon the receipt of a request from the other Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement.

(i) Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any dispute arising from or relating to this Agreement shall be arbitrated in Trenton, applying New Jersey law. The arbitration shall be administered by **Judicial Arbitration and Mediation Services** ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Force Majeure. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided, that: (i) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party written notice reasonably describing the Force Majeure Event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (iii) the Party affected by such Force Majeure Event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Agreement Term shall be extended day for day for each day performance is suspended due to a Force Majeure Event. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon sixty (60) days' prior notice to the other Party without penalty or further liability. If at the end of such sixty (60) day period, such Force Majeure Event shall still continue, and the material

obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such sixty (60) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn.

24. Confidentiality. Lessor and Lessee each agree to use commercially reasonable efforts to keep confidential, and not publicly disclose, the terms of this Agreement and any information provided by Lessor to Lessee or by Lessee to Lessor in relation to the transaction contemplated hereby; provided, however, that either Party may disclose the existence and terms of this Agreement to: (a) its consultants, agents, architects, independent contractors, immediate family members or attorneys in connection with the execution of this Agreement and the transactions contemplated herein, (b) any bona fide potential purchaser, realtor, broker, assignee, subtenant or lender of the Property, the Premises, this Agreement or the Generating Facility who agrees to keep such information confidential, (c) to any Person that has a *bona fide* business necessity for such disclosure (*e.g.* in connection with the preparation of tax returns, in response to an acquirer's due diligence inquiries, in response to request for an estoppel certificate or similar instrument, etc.) who agrees to keep such information confidential, (d) any third party to whom both Parties hereto have given their prior written consent for such a disclosure, or (e) Governmental Authorities (including administrative, regulatory or judicial authorities) in the investigation of the compliance of the Premises and/or the Generating Facility with applicable legal requirements; and provided, further, that the non-disclosure obligations contained in this Section shall not apply to any such information that (i) is or becomes generally available to the public other than as a result of a disclosure by Lessee or Lessor, or their employees, agents or representatives, or (ii) Lessor or Lessee is compelled to disclose pursuant to any judicial, statutory or regulatory authority. The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Agreement.

25. Notice of Lease. To the extent Lessee requests, Lessor shall promptly execute, acknowledge and deliver to the other a Memorandum of Option and Lease, either in form and content as set forth in **Exhibit A**, or, at Lessee's option in such other form and content as is reasonably satisfactory to Lessee. Lessee may record memorandum, and have same returned to Lessee or Lessee's attorney. In the event this Agreement is hereafter from time to time amended, modified or supplemented, then, at Lessee's request, Lessor and Lessee simultaneously shall execute, acknowledge and deliver to the other a memorandum of

such amendment, together with such instruments as are then required for the recording of such memorandum, and Lessee may thereupon record such memorandum, and have same returned to Lessee or Lessee's attorney. Lessor agrees to execute and deliver any other documents as may be reasonably necessary to record any of the foregoing.

26. Definitions. The following terms are defined as follows:

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“Environmental Claims” means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party's activities on the Property.

“Environmental Law” means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“Force Majeure Event” means, when used in connection with the performance of a Party's obligations under this Agreement, any events or circumstances beyond the affected Party's reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party's performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to

act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party's failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

"Hazardous Substances" means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

"Assigns" or **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pre-Existing Environmental Conditions" means the any and all Hazardous Substances which are on the Property as of the Effective Date.

*[The remainder of this page has been intentionally left blank.
Signatures appear on next page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth above as the Effective Date.

LESSEE

Signature: 

Name: Tian Li Date: 7/26/2019

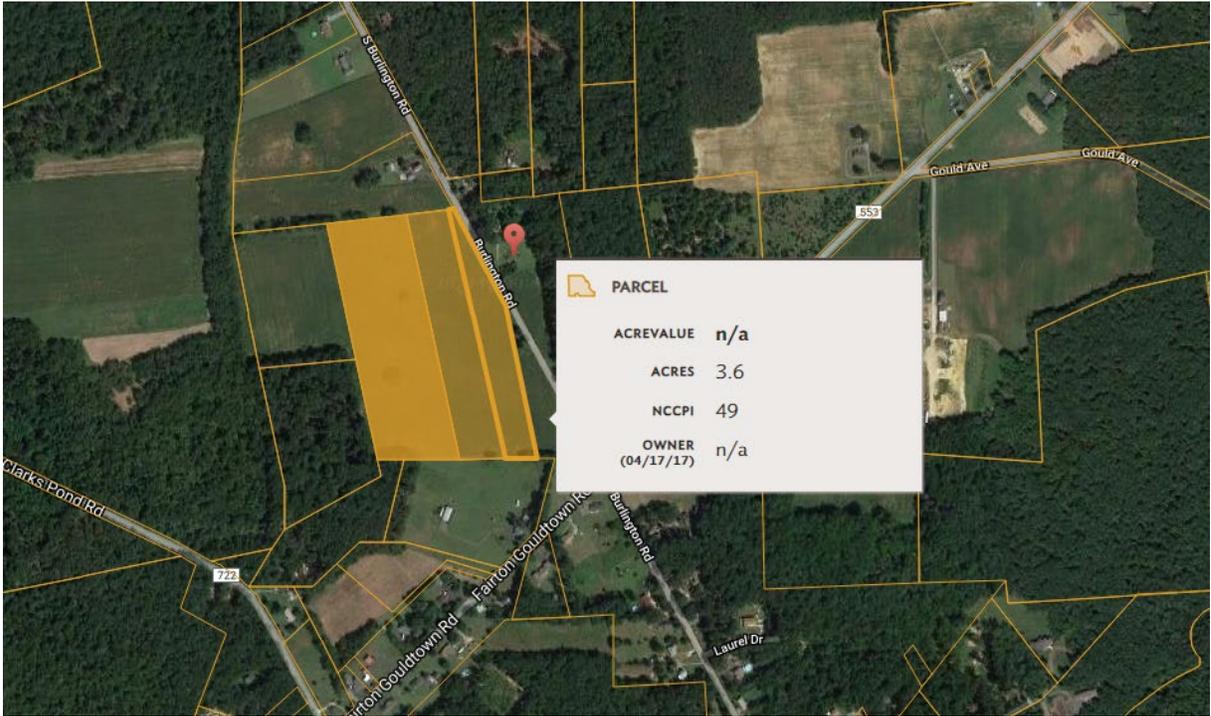
Title: President

LESSOR

Vernon W. Pierce

Signature:  Date: 7/23/19

Appendix A-1 Property



Appendix A-2

Proposed PV Location (to Be Inserted)

EXHIBIT A
MEMORANDUM OF OPTION AND LEASE

In accordance with the provisions of New Jersey _____, notice is hereby given of the Option and Lease Agreement (the "*Agreement*") dated of even date herewith.

LESSOR: _____, a _____

LESSEE: _____, a _____

DESCRIPTION OF PREMISES: The Premises consists of approximately _____ acres located at the Property owned by Lessor and commonly known as _____, OR. The Property is more particularly described in Exhibit A attached hereto.

For Lessor's title to the Property, reference is herein made to Deed dated _____ and recorded at the _____ County Registry of Deeds at Book _____, Page _____.

OPTION COMMENCEMENT DATE: The date the Agreement is fully executed. (_____, 20__)

LEASE COMMENCEMENT DATE: The date Lessee exercises the Option.

TERM OF OPTION:

TERM OF LEASE:

RIGHTS OF EXTENSION: Lessee has the option to extend the term of the Agreement for three (3) additional and successive five (5) year terms, as provided in the Agreement.

NO FIXTURE:

The Generating Facility, as defined in the Agreement, installed and operated by Lessee at the Premises shall not be deemed a fixture. The Generating Facility is Lessee's personal property and Lessor has no right, title or interest in the Generating Facility. Further, Lessor has waived all right of levy for rent, all claims and demands against the Generating Facility and all rights it may have to place a lien on the Generating Facility.

LESSEE:

LESSOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Duly Authorized

Duly Authorized

Date: _____

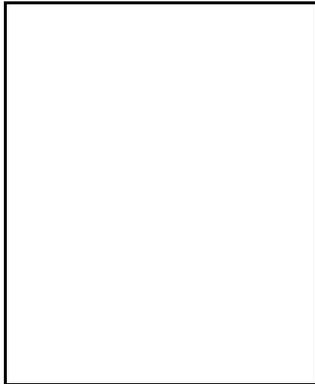
Date: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved **to me through satisfactory evidence of identification, which were** _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public

Print Name _____

My commission expires _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved **to me through satisfactory evidence of identification, which were** _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

Updated 10/11/16

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

PERMIT READINESS CHECKLIST

FOR PCER OFFICE USE ONLY

DATE RECEIVED ____

PRC ID NUMBER ____

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

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

A. GENERAL INFORMATION

1. Name of Proposed Project Bridgeton Project
2. Consultant/Contact Information (if any) Eric Shuffler
3. Name/Address of Prospective Applicant Jamie Boyd
Address/tel./fax PO Box 253, Lafayette Hill, PA 19444
Company Name Sunpin Energy Services, LLC
Address/tel./fax 2020 Main Street, Suite 300; Irvine, CA 92614
4. Does the project have any existing NJDEP ID#s assigned? i.e., Case number, Program Interest (PI)#, Program ID#?

B. PROPOSED PROJECT LOCATION

Street Address/munic. 314 South Burlington Road; Bridgeton, NJ
County Cumberland Zip Code 08302
Block No. 29 Lot No. 16-QFarm1 17, 18 & 19
X Coordinate in State Plane (project centroid) ____

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) ___

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: ___ New Construction ___ Brownfield Redevelop. ___
Alternative Energy XOther (Please describe) ___
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: Begin construction Q2 2020, COD 9/30/2020
 - b) Funding Source: Is any Federal Funding being used for this project? No
State Funding over 1 million dollars? No
Is funding secured at this time? ___ Is funding conditional? ___ If so, on what? ___
 - c) Is the project contingent on receiving the identified funding? No
If yes, explain ___
 - d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). Unsure
2. For additional guidance on Department permits, please refer to the Permit Identification Form (PIF) which will be forwarded upon request. The PIF does not need to be filled out or submitted to the Department.
 - a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? None
 - b) Are there any Department permits that will need to be modified as a result of this project. Please explain and identify the project reviewer of the permit to be modified.
 - c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
 - 1) Water Quality Management Plan consistency _____
 - 2) Highlands Consistency _____
 - 3) Wetland Delineation (LOI) ___
 - 4) Tidelands Conveyance _____
 - 5) Flood Hazard Jurisdiction or determinations _____
 - 6) Water Allocation _____
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome _____
 - 8) Landfill Disruption Approval _____
 - 9) Landfill Closure Plan _____
 - 10) Other _____
3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Ruth.Foster@dep.nj.gov and Megan.Brunatti@dep.nj.gov and one (1) copy via mail² with the following items if available:

² Submit to: New Jersey Department of Environmental Protection
Office of Permit Coordination and Environmental Review
P.O. Box 420, Mail Code 07J
Trenton, New Jersey 08625
Street Location: 401 East State Street, 7th Floor East Wing
Telephone Number:(609) 292-3600

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

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

WATER AND WASTE WATER INFORMATION

DEP Safe Drinking Water Program (609) 292-5550

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

Is the project located within an existing water purveyor service area? If yes, which one? No

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

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

Do water pipes currently extend to the project location? No

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

Does the project have an approved Safe Drinking Water main extension permit? No

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

Fax Number: (609) 292-1921

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

⁴ NJGIS information

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

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

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

Will this project have the capability to divert more than 100,000 gallons per day from a single source or a combination of surface or groundwater sources?

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

WATER POLLUTION MANAGEMENT ELEMENT

DIVISION OF WATER QUALITY

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

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

Groundwater Section (609) 292-0407

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

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

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

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

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

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

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

NJDEP Permit Readiness Checklist Form
Page 5 of 12

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation _____

Overland Flow Subsurface Disposal System (UIC) _____

Landfill Infiltration/Percolation Lagoon _____

Surface Impoundment _____

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

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): _____

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? _____

Does your project involve 50 or more realty improvements? _____

DEP Pretreatment and Residuals program (609) 633-3823

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

If yes, name of POTW: _____

Volume of wastewater (gpd): _____

Will/does this project involve the generation, processing, storage, transfer and/or distribution of industrial or domestic residuals (including sewage sludge, potable water treatment residuals and food processing by-products) generated as a result of wastewater treatment. If so, please explain.

Stormwater Program (609) 633-7021

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

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

Will your site activity disturb more than one acre? Yes

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

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? No
(To determine your SIC Code see the box "Industry Code" on your New Jersey Department of Labor Quarterly Contribution Report.)

Surface Water Permitting (609) 292-4860

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

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

If yes, state the name of the proposed receiving stream _____

Describe the proposed discharge of wastewater to Surface Water _____

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

MUNICIPAL FINANCE AND CONSTRUCTION ELEMENT

Treatment Works Approvals (609) 984-4429

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

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

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

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

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

Sewer Service

Is the project in an approved sewer service area for the type of waste water service needed? Yes
If yes, what is the name of the sewer service area? _____

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

Do waste water pipes currently extend to the project location? _____

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

Will an amendment to the existing WQMP be required to accommodate this project? _____

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

What is the volume of wastewater that will be generated by the project? _____

DEP Land Use Regulation (609) 777-0454

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

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

Water courses (streams) No

State Open Waters? No

Freshwater Wetlands and/or freshwater wetland transition areas? No

Flood Hazard areas and/or riparian buffers No

Waterfront development areas No

Tidally Flowed Areas No

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

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

DEP NATURAL AND HISTORIC RESOURCES

Green Acres Program (609) 984-0631

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

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

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

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? If so, please describe. _____ Has the Watershed Property Review Board made a jurisdictional determination? _____

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

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

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

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

Forest clearing activities/No Net Loss Reforestation Act

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

If so, how many acres? _____

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

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

Is the project within a State designated natural area as classified in the Natural Areas System Rules at N.J.A.C. 7:5A? _____

If so, please describe. _____

State Historic Preservation Office – SHPO (609) 292-0061
<http://www.state.nj.us/dep/hpo/index.htm>

Is the site a Historic Site or district on or eligible for the State or National registry? No
Will there be impacts to buildings over 50 years old? No
Are there known or mapped archeological resources on the site? No

Dam Safety Program (609) 984-0859
<http://www.nj.gov/dep/damsafety>

Will the project involve construction, repair, or removal of a dam? No
If so, please describe _____

Fish and Wildlife (609) 292-2965
<http://www.nj.gov/dep/fgw>

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

Threatened and Endangered Species Program

Are there records of any Threatened and Endangered species, plant, or animal in this project area? No
Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? _____

SITE REMEDIATION PROGRAM (609) 292-1250
<http://www.nj.gov/dep/srp/>

Office of Brownfield Reuse (609) 292-1251

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

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

Has a No Further Action, Response Action Outcome, or Remedial Action Permit been issued for the entire project area? No

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

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

Is the applicant a responsible party for contamination at the property? _____

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

Dredging and Sediment Technology (609) 292-1250

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

SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM (609) 633-1418
<http://www.nj.gov/dep/dshw/>

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

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

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

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

Is the project included in the appropriate county Solid Waste Management Plan? No Explain _____

AIR QUALITY PERMITTING PROGRAM

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

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

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

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

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

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

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

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

No

RADIATION PROTECTION AND RELEASE PREVENTION (609) 984-5636

www.state.nj.us/dep/rpp

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

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

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

www.nj.gov/dep/rpp

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

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

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

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

Bureau of Energy and Sustainability (609)633-0538

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

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

GREEN DESIGN (609) 777-4211

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

Yes _____ No _____

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

New Jersey Green Building Manual? No

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

US Green Building Council's LEED (Leadership in Energy and Environmental Design)? No

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

ASHRAE Standard 189.1? No

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

National Green Building Standard ICC 700-2008? No

<http://www.nahbgreen.org>

USEPA's ENERGY STAR? No

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

INNOVATIVE TECHNOLOGY (609) 292-0125

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

Is this technology used for manufacturing alternative fuels? **Y** **N**

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

Biomass Municipal Solid Waste Other Non-Fossil Feedstocks

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

CHP System Micro Turbine Fuel Cells

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

Energy Site Remediation Drinking Water Wastewater

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

Solar Wind Tidal/Wave Hydroelectric Geothermal

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

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

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

- If yes, please provide location various solar farms.

DEP COMPLIANCE AND ENFORCEMENT

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

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

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

COMMUNITY ENGAGEMENT (609)292-2908

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

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project? RVCC. I have spoken with the school and posted an internship. Additionally, we will be working with food pantries and also outreach for low to moderate income subscribers.
- (b) How have you or will you engage community and stakeholders in this project? Please supply individuals or stakeholder groups contacted or who have been identified for community engagement. Yes. In the process of identifying the individuals.
- (c) What are the potential impacts of this project on the community? We would like to offer discounted electricity for the community. All visual impacts of the project are being identified and mitigated with proper vegetation.
- (d) How do you intend to mitigate these potential impacts?
- (e) What are the community concerns or potential concerns about this project? Unknown at this time.
- (f) How do you intend to address these concerns? We will have open houses to address concerns.
- (g) 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 1 to 2 page narrative description of the project, focusing on its function and its local/regional environmental, social, and economic benefits and impacts. Also, what sensitive receptors are present and how might they be affected by this project?

GENERAL

Is the project subject to:

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

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

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

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

US Army Corp of Engineers review? No

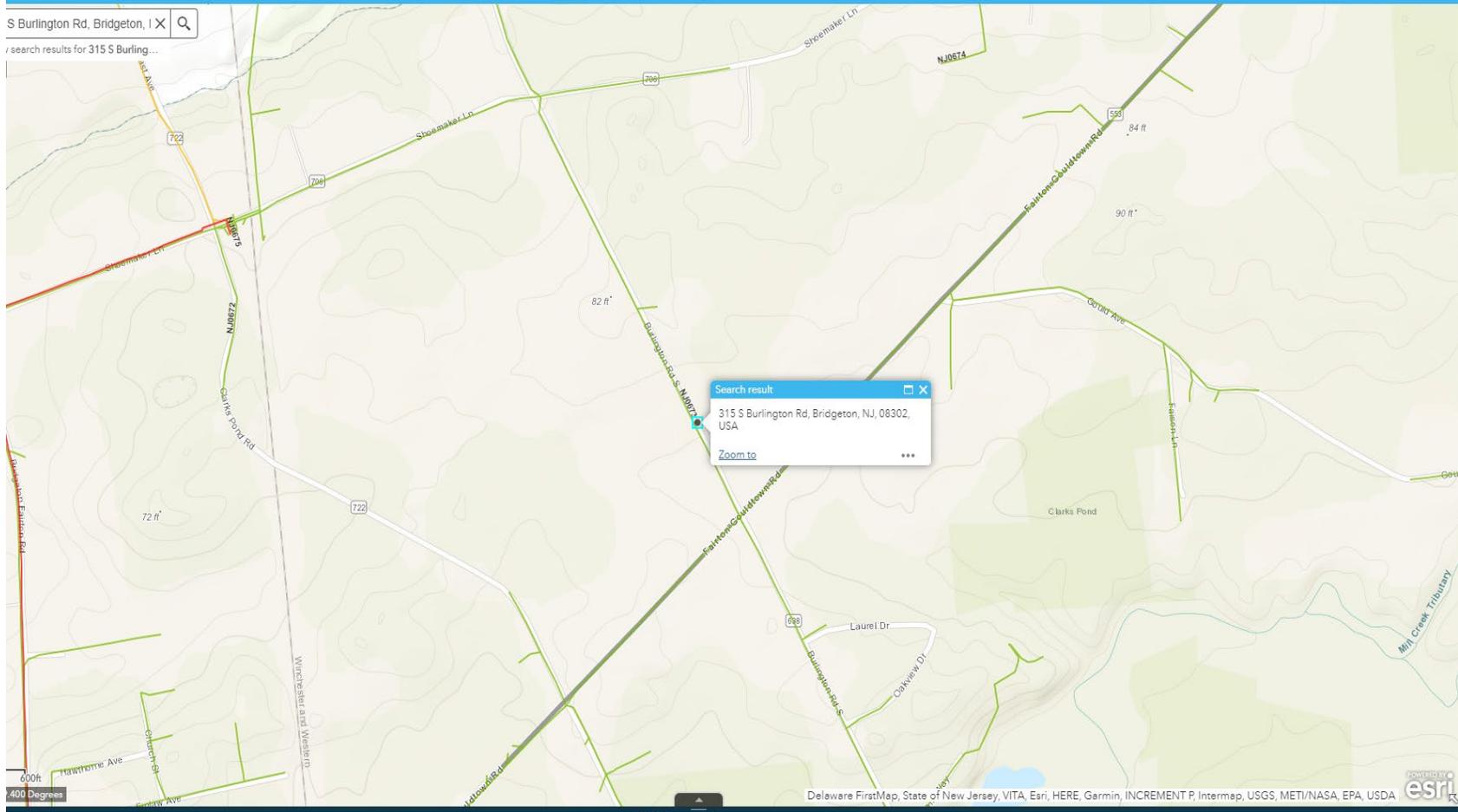
ACE Heat Map

1907 secure | pepco.maps.arcgis.com/apps/webappviewer/index.html?id=4230561000114309367430845706284

eat Map Pepco Holdings DERP&A Team

S Burlington Rd, Bridgeton, I X

/ search results for 315 S Burling...



Delaware FirstMap, State of New Jersey, VITA, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

315 S Burlington Rd, Bridgeton, NJ X

Show search results for 315 S Burling...

12-13kV Feeder NJ0673

Total Generation: 1,284.76 kW
Pending Generation: 1,211.40 kW
Active Generation: 73.36 kW

This includes all PV and non-PV generators.

[Zoom to](#) ...

0.2mi
-75.207 39.405 Degrees

Delaware FirstMap, State of New Jersey, VITA, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA 

4kV Total Generation | 12-13kV Total Generation | 23-25kV Total Generation | 34kV Total Generation

Layer List

Layers



- ▶ RadialHostingCapacityPHI - Pepco_Sec ...
- ▶ RadialHostingCapacityPHI - Pepco ...
- ▶ RadialHostingCapacityPHI - DPL_Sec ...
- ▶ RadialHostingCapacityPHI - DPL ...
- ▼ RadialHostingCapacityPHI - ACE_Sec ...

Allowable_PV_kW

- > 1,500
- > 1,000 - 1,500
- > 500 - 1,000
- > 250 - 500
- > 0 - 250
- 0 - 0

- ▼ RadialHostingCapacityPHI - ACE ...

Allowable_PV_kW

- > 1,500
- > 1,000 - 1,500
- > 500 - 1,000
- > 250 - 500
- > 0 - 250
- 0 - 0

Description	Cost
Rack Equipment	\$ 545,358
Modules	\$ 1,899,506
Inverter	\$ 425,929
Transformer	\$ 120,000
Grounding Transformer	\$ 80,000
MV Equipment	\$ 34,000
DAS System	\$ 85,000
LV Switchboard	\$ 56,000
LV Switchboard	\$ 84,000
LV Switchboard	\$ 10,000
Recloser	\$ 40,000
Civil Construction	\$ 661,030
Mechanical & BOS Construction	\$ 2,957,357
Net Installed Cost	\$ 6,998,180
Net Installed Cost (\$/Watt)	\$ 1.40

Jamie Boyd

From: Foster, Ruth
Sent: Friday, September 6, 2019 3:20 PM
To: Jamie Boyd; Hill, Erin; Corleto, Joseph; Baratta, Meghan; Foster, Ruth; Nolan, Katherine; Jones, Christopher; Brunatti, Megan; Jones, Christopher
Cc: Madeline Urbish
Subject: 090619 Preliminary Comment Bridgeton S. Burlington Road Solar PRC
Attachments: 315 South Burlington Rd Bridgeton NJ.pdf; Bridgeton Maps.pdf; permit_readiness_checklist Bridgeton (Fairfield Township).doc

TO: Jamie Boyd

RE: Bridgeton Community Solar project
315 South Burlington Road
Block 29, Lot 16 -QFarm1 16,17,18
Bridgeton, Fairfield Twp., Cumberland County

The Office of Permit Coordination and Environmental Review (PCER) distributed the project information to various programs within the Department for the proposed Sunpin Energy Services 4.9 direct current megawatts (MWdc)/3.2 MW AC MW Community Solar Array at the above location. Below are preliminary comments of possible permits and action items this project may require (but not limited to) based on the information that was submitted on August 14, 2019: *** this is neither a comprehensive nor a technical summary ***

Land Use : Christopher Jones: Christopher.Jones@dep.nj.gov or (609) 984-6216

The Division of land Use Regulation is completing it's review of this project. According to the submitted information, there does not appear to be any regulated freshwater wetlands or flood hazard area features at the site. However, any activities in a flood hazard area or riparian zone will require approvals under the Flood Hazard Area Control Act Rules. We recommend that the applicant obtain a Letter of Interpretation to confirm there are no activities in freshwater wetlands. Any activities in wetlands and/or transition areas will require approvals pursuant to the Freshwater Wetlands Protection Act.

Fish and Wildlife: Joseph.Corleto@dep.nj.us. at (609) 292-9451

The DFW is completing it's review of the proposed Bridgeton South Burlington Road Solar in Fairfield Twp., Cumberland County and may provide additional comment. At this time we offer the following preliminary comments:

- The site appears to be in open cropland and pasture land with potential for some tree clearing to accommodate the proposed solar array. The DFW relies on the NJDEP Office of Natural Lands Management, Natural Heritage Program (NHP) for location and protective comment on floral threatened and endangered species. The applicant will need to consult with the NHP for a complete listing of any potential threatened and endangered species within the project vicinity.
- The applicant must adhere to any timing restriction for any ground clearing or site preparation (4/1 to 8/31) to avoid impact to ground nesting birds.
- The contractor should instruct all employees and sub contractors to avoid any animals and, if possible, move any turtles to the closest suitable habitat outside the work zone and **release unharmed.**

- Should any unanticipated tree clearing become necessary, within or around the perimeter of the open fields, a general timing restriction on trimming or removal of trees from (4/1 to 8/31) is recommended to protect nesting birds covered under the NJ Endangered Non-game Species Conservation Act.
- The County Soil Conservation District Best Management Practices (BMPs) for prevention of sediment movement towards any potential receptor should be used at all times and maintained for function.

For additional guidance, please contact Joseph Corleto at (609) 292-9451 or at Joseph.Corleto@dep.nj.us.

Green Acres –Adam Page Taylor

Thank you for providing the permit readiness checklist for the proposed Community Solar Array on Block 29 Lots 16, 17, 18 in Fairfield Township, Cumberland County for Green Acres review.

It does not appear this project will occur on, or impact, Green Acres encumbered parkland. Therefore, because Green Acres does not have jurisdiction over the property to be impacted, this project is not contrary to Green Acres' rules.

Should the proposed plans change, please resubmit to Green Acres for review

State Historic Preservation Office: Meghan Baratta at Meghan.Baratta@dep.nj.gov and (609) 292-12253

- Based on information presented, the applicant indicates that there does not appear to be any impacts to historic or archaeological features. However, please contact SHPO for additional regulatory guidance and to confirm if any additional surveys are required prior to construction or if the proposed project is subject to formal regulatory review.

Bureau of Energy and Sustainability (Solar): Erin Hill: Erin.Hill@dep.nj.gov or (609) 633-1120

- The Community Solar Energy Pilot Program Application window opened April 9, 2019 and closes September 9, 2019 <https://www.bpu.state.nj.us/bpu/pdf/boardorders/2019/20190329/8E%20-%20Community%20Solar%20Energy%20Pilot%20Program%20Application%20Form.pdf>
- The proposed array is located on Urban Lands & Managed Wetland in Maintained Lawn Greenspace which are identified as "indeterminate" per the Solar Siting Analysis.
- Visit the BES solar siting webpage & NJ Community Solar Siting Tool <https://www.state.nj.us/dep/ages/solar-siting.html>

Stormwater: Eleanor Krukowski (Eleanor.Krukowski@dep.nj.gov)

- Construction projects that disturb 1 acre or more of land, or less than 1 acre but are part of a larger common plan of development that is greater than 1 acre, are required to obtain coverage under the Stormwater construction general permit (5G3). Applicants must first obtain certification of their soil erosion and sediment control plan (251 plan) from their local soil conservation district office. Upon certification, the district office will provide the applicant with two codes process (SCD certification code and 251 identification code) for use in the DEPonline portal system application. Applicants must then become a registered user for the DEPonline system and complete the application for the Stormwater Construction General Authorization. Upon completion of the application the applicant will receive a temporary authorization which can be used to start construction immediately, if necessary. Within 3-5 business days the permittee contact identified in the application will receive an email including the application summary and final authorization.

Department of Agriculture: Steven Bruder at (609) 984-2504

- Thank you for the opportunity to comment. This parcel is within the Cumberland County Agricultural Development Area however the County does not have it within its farmland preservation project area or on its target list for preservation. We would therefore not oppose the solar application.

Steven M. Bruder PP, AICP
New Jersey State Agriculture Development Committee
New Jersey State Transfer of Development Rights Bank
369 South Warren Street, 2nd Floor, Room 202
PO Box 330
Trenton, New Jersey 08625
Phone: [609-984-2504](tel:609-984-2504)
Fax: [609-633-2004](tel:609-633-2004)

Thank you again for this opportunity to comment on the above project. Should circumstances or conditions be or become other than as set forth in the information that was recently provided to the NJDEP, the comments and regulatory requirements provided above are subject to change and may no longer hold true. Statements made within this email are not indicative that the NJDEP has made any decisions on whether the proposed project will be permitted.

Please review the comments that were provided. If you would like to work with the programs directly, we just ask that you keep Permit Coordination copied on any correspondence so we may update our records. This email shall serve to satisfy the Community Solar application requirement that the Applicant has met with PCER.

If you have any additional questions, please do not hesitate to call me.

Ruth

Ruth W. Foster, PhD., P.G., Director
New Jersey Department of Environmental Protection
Office of Permit Coordination and Environmental Review
Mail Code 401-07J
401 East State Street – PO Box 420
Trenton, NJ 08625
Office # 609-292-3600
Fax # 609-292-1921
Ruth.Foster@dep.nj.gov

From: Foster, Ruth
Sent: Monday, August 26, 2019 4:28 PM
To: Jamie Boyd <jboyd@sunpinsolar.us>; Foster, Ruth <Ruth.Foster@dep.nj.gov>; Hill, Erin <Erin.Hill@dep.nj.gov>; Bruder, Steven <Steven.Bruder@ag.nj.gov>; Corleto, Joseph <Joseph.Corleto@dep.nj.gov>; Davis, Kelly <Kelly.Davis@dep.nj.gov>; Taylor, Adam <Adam.Taylor@dep.nj.gov>; Jones, Christopher <Christopher.Jones@dep.nj.gov>
Cc: Madeline Urbish <maddy@rivercrossingsg.com>
Subject: Bridgeton S. Burlington Road Solar PRC for review by 09092019

To All;

LU: Chris Jones
SHPO: Meghan Baratta
F&W: Kelly Davis, Joe Corleto

Stormwater: (cc: Eleanor Krukowski-PCER will use boiler plate language)

BES: Erin Hill

Green Acres – Adam Taylor

Dept of Agriculture – Steven Bruder

The Office of Permit Coordination and Environmental Review has received a permit readiness checklist for the proposed Bridgeton (Fairfield Twp) Community Solar project in Cumberland County, New Jersey.

Site Location:

315 South Burlington Road
Block 29, Lot 16 -QFarm1 16,17,18
Bridgeton, Cumberland County

Sunpin Energy Services proposes to develop and construct a 4.9 direct current megawatts (MWdc)/3.2 MW AC MW Community Solar Array at the above location. Please see attachments for the project information.

Please review the project information and provide your program comments to me via email by **Monday September 9, 2019**

Thanks for the help

Ruth

From: Jamie Boyd <jboyd@sunpinsolar.us>

Sent: Monday, August 26, 2019 1:25 PM

To: Foster, Ruth <Ruth.Foster@dep.nj.gov>; Brunatti, Megan <Megan.Brunatti@dep.nj.gov>

Cc: Madeline Urbish <maddy@rivercrossingsg.com>

Subject: [EXTERNAL] Permit Readiness Checklist: Fairfield Township

Importance: High

Good Afternoon,

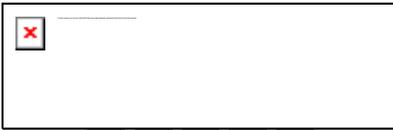
I am respectfully submitting the attached Permit Readiness Checklist for consideration by the New Jersey Department of Environmental Protection Office of Permit Coordination and Environmental Review. The project in discussion is the Bridgeton Solar Project:

- Located in Fairfield Township, New Jersey
- Capacity: 3.4 MW AC (4.9 MW DC)
- We will be using fixed tile modules and string inverters
- The project will be starting local permitting activities in September 2019.
- As the project will be participating in the Community Solar Pilot Program, we will be actively engaging local organizations and low to moderate income subscribers. For this reason, we have engaged a community solar subscribing company to help us manage customers in the future. Additionally, we have reached out to work with Gateway Community Action Partnership.

Kindly let me know if you need additional information.

Best,

Jamie



Jamie Boyd

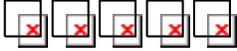
Business Development Manager

 215-760-4198

Sunpin Solar

2020 Main St., Suite 300; Irvine, CA 92614

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August 27, 2019

Jamie Boyd
Business Development Manager
Sunpin Solar
2020 Main St., Suite 300
Irvine, CA 92614

Dear Jamie:

Cumberland County Technical Education Center (CCTEC) is looking forward to working with Sunpin Solar as it develops a community solar project in the greater Bridgeton City area.

CCTEC is a comprehensive four-year public school dedicated to providing each student with a pathway into the global workforce with advanced educational options. At CCTEC, we believe that county vocational-technical education offers students a chance to explore various careers early and help them develop the skills they need for success in any field. We aim to be the global leader in educating exceptional career and college-ready students.

The state's Community Solar Pilot Program is an exciting opportunity to expand access to solar energy in New Jersey and we are pleased to have a potential project in such close proximity to our school. CCTEC is looking forward to working with Sunpin Solar to connect our students from a wide range of disciplines to the opportunities provided by solar project development. Our Career Pathways Coordinator, Anthony Bermudez, will work with Sunpin as it develops its project in the Bridgeton area to identify opportunities for student internships, class site visits, and other experiential learning activities.

Sunpin Solar has demonstrated a strong interest in connecting with the community in Cumberland County in a meaningful way. CCTEC looks forward to working with Sunpin Solar to connect with our programs and students as it develops its community solar project in the Bridgeton area.

Sincerely,



Dina Rossi, Ed.D

Superintendent

Cumberland County Technical Education Center

CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION

3400 College Drive, Vineland, NJ 08360

Office: 856.451.9000 | Fax: 856.451.8487 | www.CCTECnj.org



Gateway Community Action Partnership

RIVER'S EDGE COMMUNITY CAMPUS
110 Cohansey Street, Bridgeton, NJ 08302
(856) 451-6330 • (856) 455-7288 FAX • www.gatewaycap.org

August 23, 2019

Jamie Boyd
Business Development Manager
Sunpin Solar
2020 Main St., Suite 300
Irvine, CA 92614

Dear Jamie:

Gateway Community Action Partnership (CAP) is looking forward to working with Sunpin Solar as it develops a community solar project in the greater Bridgeton City area.

Gateway CAP is the 501c3 designated Community Action Partnership for Cumberland, Gloucester and Salem counties in Southern New Jersey and also provides services in Atlantic, Camden, Cape May and Mercer counties, as well as Philadelphia, PA. In this role, Gateway CAP helps low- and moderate-income residents identify and overcome barriers to self-sufficiency. Gateway CAP operates programs in core areas, including housing, early childhood education, health services, literacy, emergency services, and community development.

The state's Community Solar Pilot Program as an exciting opportunity to provide access to a local renewable energy source for low- and moderate-income residents in the greater Bridgeton City area. We are eager to work with Sunpin Solar to connect their proposed community solar project in Fairfield to the individuals and families with which we work in Cumberland County. Gateway CAP will connect Sunpin Solar with the appropriate programs we operate, including high-quality affordable housing and youth workforce development programs Gateway CAP operates.

Sunpin Solar has demonstrated a strong interest in connecting with the community in Cumberland County in a meaningful way. Gateway CAP looks forward to working with Sunpin Solar to connect with our programs as it develops its community solar project in the Bridgeton area.

Sincerely,

Albert B. Kelly, CCAP
President & CEO

Helping People • Changing Lives • Gateway to Success

"Our mission is to improve the quality of life and promote self-sufficiency."