



February 5, 2021

New Jersey's Clean Energy Program 2021

Table of Contents:

1- Introduction

2- Community Solar Pilot Program Application

Attachment A- Delineated Site Map

Attachment B- Proof of Site Control

Attachment C- Permit Readiness Checklist

Attachment D- EDC Capacity

Attachment E- Project Cost Breakdown

Attachment F- Reference to previous permit

New Jersey Community Solar Energy Pilot Program Program Year 2 Application Form

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

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

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

Program Year 2, Application Period 1

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

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

I. Minimum Qualification Requirements

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

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

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

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



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

2. Each solar project applying to participate in the Community Solar Energy Pilot Program requires the submission of an individual Application Form. **Do not apply for more than one (1) project per Application Form.** There is no limit to the number of Application Forms that can be submitted by any one Applicant (see the definition of an “Applicant” in section A. III. Terms and Conditions).
3. **Do not submit the same project (same Applicant name and project site) multiple times or with various sizes.**
4. All questions are required to be answered, unless explicitly marked as optional. All attachments are required, unless explicitly marked as optional. All attachments must be submitted with the Application Form via the online application process, therefore forming a complete application package.
5. Do not in any way amend, edit, or otherwise change the questions or format of this application form.
6. Original signatures on all forms and certifications of this Application Form are required. The certifications contained in section C must be notarized and may not be modified. More information on how to submit electronic certifications will be provided upon the release of the online application process.
7. Attachments must be submitted as part of the Application Form via the online application process. The Board will not accept documentation sent directly to the Board.

III. Terms and Conditions

General Terms and Conditions

1. The “Applicant” is defined as the entity that submits the Community Solar Energy Pilot Program Application Form (for example, an Applicant may be a project developer, project owner, project operator, property owner, contractor, installer, or agent thereof).
Prior to completing the Application Form, the Applicant must carefully review the rules at N.J.A.C. 14:8-9, and any other rules, regulations, and codes applicable to the design, construction, and operation of a community solar project in New Jersey. All Applications must be in compliance with all local, state and federal rules, regulations and laws. Furthermore, submission of an Application Form does not obviate the need for compliance with all applicable local, state, and federal laws and regulations at any time during the design, construction, operation, and decommissioning of a community solar project including, but not limited to, regulations by commissions such as the New Jersey Highlands Council and the New Jersey Pinelands Commission.
2. By submitting an Application, the Applicant acknowledges notice on behalf of all project participants that the information included in the Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Aggregated information may be used by the



Board and/or other state, federal, county, regional or local agencies in reports and evaluations, and the geographic location may be used to update Geographic Information System (“GIS”) mapping. Applicants must identify sensitive and trade secret information that they wish to keep confidential by submitting them in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3 (see “Submission of Confidential Information). Furthermore, the Applicant understands that the list of approved community solar projects will be published on the Board of Public Utilities website.

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

Evaluation of Applications and Approval of Projects

4. Only Applications that are administratively complete by the close of the Application Period will be considered for participation in the Community Solar Energy Pilot Program during that Program Year. An application will be deemed administratively complete if: 1) All questions are completed, except those explicitly marked as optional, 2) All required attachments are included (see Appendix B for a checklist of required attachments), and 3) All required signatures are included. Applicants will be notified if an Application is deemed administratively incomplete. An incomplete Application may be amended and resubmitted during the next Pilot Program Application Period without advantage or disadvantage, so long as it conforms to the requirements of that Application Period. In the event that any required information or attachment is missing, the Application will be deemed incomplete and will not be scored.
5. Only Applications that are submitted via the online application process will be considered for participation in Program Year 2 (“PY2”) of the Pilot Program.
6. Any Application that contains factually incorrect information will be eliminated from consideration.
7. The Applicant may be required to supplement the information provided in the Application Form upon request from the Board or Board Staff.
8. Following the close of the Application Period, each Application will be reviewed and evaluated by a dedicated Evaluation Committee.
9. In reviewing each application, Board Staff may consult with the New Jersey Department of Environmental Protection (“NJDEP”), the New Jersey Department of Agriculture, or other state agencies and consultants as are relevant to the Application. Any information marked and submitted as confidential will be treated as such by the receiving agency, and used for the sole purpose of evaluation.
10. **Board Staff may reject Applications that are incomplete at the close of the Application Period, that are not in compliance with the rules and regulations established in N.J.A.C. 14:8-9, or that do not meet a minimum standard for selection, as set forth in this Application Form.**
11. The criteria for evaluation of Applications are presented in Appendix C (Evaluation Criteria). Projects must score a minimum 50 points total in order to be considered for participation in the



Community Solar Energy Pilot Program. Projects that score above 50 points will be presented to the Board for approval for participation in the Community Solar Energy Pilot Program in order, starting with the highest-scoring project and proceeding to the lowest-scoring project, and until the allocated program capacity allocated for that Program Year to each EDC service territory. The last project to be selected by the Board will be granted conditional approval for its full capacity (i.e. no project capacity will be cut off).

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

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

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

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

Milestones and Follow-Up for Approved Projects

- Should the proposed community solar project be approved by the Board for participation in the Community Solar Energy Pilot Program, such approval will be contingent on the project being constructed and operated as proposed in its Application. Applicants may not change the location or characteristics of selected projects.

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

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



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

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

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

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

Incentive Eligibility

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

Special Considerations for Project Siting

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



- to presenting the list of project scores to the Board. The Permit Readiness Checklist is available at the following link: <https://www.nj.gov/dep/pcer/introcklist.htm>.
17. Special attention should be paid when siting a project on a landfill, a brownfield, or an area of historic fill. For reference, NJDEP's *Guidance for Installation of Solar Renewable Energy Systems on Landfills in New Jersey* can be found at the following link: <https://www.nj.gov/dep/dshw/swp/solarguidance.pdf>.
 18. The Applicant should review the environmental compliance history at the proposed site and the various operations that were conducted there. Satisfaction of all outstanding NJDEP regulatory compliance obligations, if applicable, will be required prior to applying for permission to operate. The Applicant should identify any outstanding compliance and enforcement issues associated with the property on which the proposed project is to be sited and resolve them accordingly before submitting an Application, if applicable.
 19. If the proposed project is sited on Green Acres preserved open space, as defined in N.J.A.C. 14:8-9.2, or on land owned by NJDEP, the Applicant must receive special approval for the project from NJDEP prior to submitting the Application to the Board, and attach proof of approval to their application package (see section B. VII. Community Solar Facility Siting).

Special Considerations for Government Entity Applicants

20. Specific exemptions are identified throughout the Application Form which apply only if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals ("RFP"), Request for Quotations ("RFQ"), or other bidding process. If this is the case, the Applicant must include a letter describing the proposed bidding process, and the Applicant should complete all sections of the Application Form based on the project as it will be designed in the bidding process. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program (see section B. XIII. Special Authorizations and Exemptions).
21. Alternatively, Government Entity Applicants may elect to submit an Application after issuing an RFP, RFQ, or other bidding process.
22. The Application Form has been designed to ensure that Government Entity Applicants provide the information necessary to equitably score the project against all other Applicants, and to provide contain reasonable assurances that the project will be developed. All Applicants are required to identify a project site.
23. Additionally, the Board proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects applying in PY2 may indicate in section B. XIII. Special Authorizations and Exemptions that they plan to utilize opt-out subscriber enrollment if the proposed rule amendment is approved by the Board. If the Application is selected but the proposed rule amendment is not approved by the Board, the



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

Submitting an Application

24. Applications must adhere to all of the following instructions for submission. Applications must be received no later than 5:00 P.M. on the date of the close of the Application Period in order to be considered.
25. Applications **must** be submitted via the dedicated online application process. Staff will provide further details on how to submit an Application online upon the opening of the online application process. The online application process will reflect the exact questions and requirements laid out in this Application Form. This PDF Application Form is being provided to allow Applicants to develop their Applications; **do not** submit an Application using this PDF Application Form.

Submission of Confidential Information

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

Questions and Further Information

28. Please address all questions pertaining to the Application Form to communitysolar@njcleanenergy.com.
29. Additional guidance and Frequently Asked Questions will be available on the NJCEP website at: <http://njcleanenergy.com/renewable-energy/programs/community-solar>.



Section B: Community Solar Energy Project Description

Project Name: _____

*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.

See attachment A

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.

See Attachment B

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.

Project is in neither of the above.

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 **n/a**
 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 **n/a**
 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 **n/a**
 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 **n/a**
 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 **n/a**



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

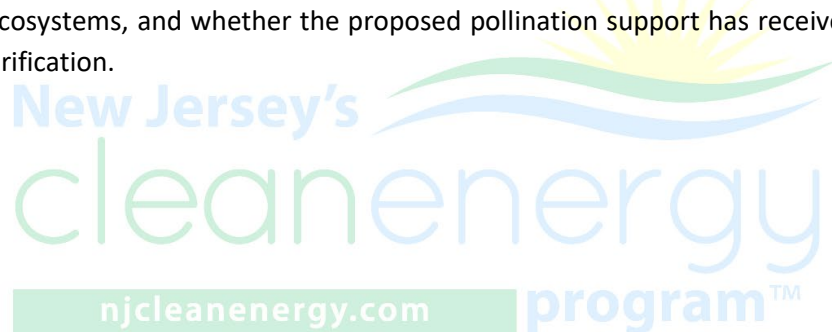
If “Yes,” explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



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. **See Attachment C**

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

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

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

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

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

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

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

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



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

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

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

Permit Name & Description	Permitting Agency/Entity	Date Permit Applied for (if applicable) / Date Permit Received (if applicable)

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

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

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

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

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



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

IX. Community Solar Subscriptions and Subscribers

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

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. **This would be our first LMI serving project.**

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 n/a
- 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

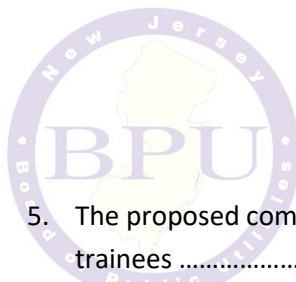
If "Yes," please provide additional details:

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

Signature: 

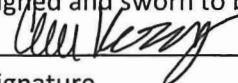
Date: 2/4/2021

Print Name: Tim Polz

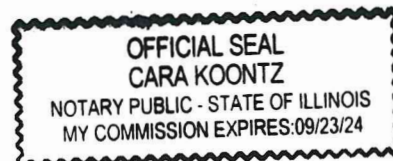
Title: Senior Vice President

Company: SunVest Solar LLC

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


 Signature

Cara Koontz
 Name



Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

- 1) I, Tim Polz (name) am the Senior Vice President (title) of the Project Developer SV Development 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: Tim Polz

Title: Senior Vice President

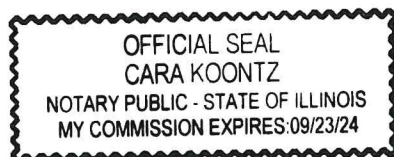
Company: SV Development LLC

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



Signature
Cara Koontz

Name





Project Owner Certification


The undersigned warrants, certifies, and represents that:

- 1) I, Tim Polz (name) am the Senior Vice President (title) of the Project Owner SV Development 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: Tim Polz
 Title: Senior Vice President Company: SV Development LLC

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


 Signature
Cara Koontz
 Name





Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, David Ausloos (name) am the Manager (title) of the Property MHCS Solar Holdings 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 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: David Ausloos Date: February 5, 2021

Print Name: Dave Ausloos

Title: Vice President - Finance Company: MHCS Solar Holdings LLC

Signed and sworn to before me on this 5th day of February, 2021

Cara Koontz

Signature
Cara Koontz

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	Attach. A
Proof of site control.	p. 10	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attach. B
(*) 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 n/a	
(*) 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 n/a	
(*) 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 n/a	
(*) 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 n/a	
Copy of the completed Permit Readiness Checklist.	p. 14	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attach. C
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	Attach. D
Substantiating evidence of project cost in the form of charts and/or spreadsheet models.	p. 20	<input type="checkbox"/> Yes <input type="checkbox"/> No	Attach. E
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 n/a	
(*) 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 n/a	
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 n/a
Permits received for this site or project.	p. 15	<input type="checkbox"/> Yes <input type="checkbox"/> No n/a
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 n/a
(*) 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 n/a
(*) 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 n/a
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 n/a
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 n/a
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 n/a
(*) 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 n/a

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 n/a
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 n/a



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





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

Attachment A: Delineated map of CSG Project



Attachment B:
Proof of Site Control

LAND LEASE AND SOLAR EASEMENT

Between

MHCS SOLAR HOLDINGS LLC

And

SV Development LLC

Dated as of

December 16, 2020

Table of Contents

ARTICLE I. PREMISES 1

 Section 1.1 General..... 1

 Section 1.2 Solar Easement..... 3

ARTICLE II. LEASE TERM 4

 Section 2.1 Development Period; Operating Term; Renewal Terms 4

 Section 2.2 Termination of Lease 5

 Section 2.3 Survival of Covenants..... 5

ARTICLE III. PAYMENTS AND TAXES..... 6

 Section 3.1 Payments 6

 Section 3.2 Taxes, Assessments and Utilities..... 6

ARTICLE IV. PROJECT COMPANY’S COVENANTS..... 7

 Section 4.1 Mechanics Liens 7

 Section 4.2 Permits and Laws..... 7

 Section 4.3 Project Company’s Improvements..... 8

 Section 4.4 Removal of Project Company’s Improvements..... 8

 Section 4.5 Hazardous Wastes..... 9

 Section 4.6 Insurance 9

 Section 4.7 Gates and Fences..... 9

 Section 4.8 Site Rules 10

ARTICLE V. OWNER COVENANTS..... 10

 Section 5.1 Title and Authority..... 10

 Section 5.2 Cooperation to Eliminate Lien Interference 10

 Section 5.3 Quiet Enjoyment 10

 Section 5.4 Exclusivity 11

 Section 5.5 Hazardous Materials 11

 Section 5.6 Mineral Rights and Lateral Support..... 11

 Section 5.7 Operation of the Solar Facilities 12

ARTICLE VI. INDEMNIFICATION 12

 Section 6.1 Indemnification 12

 Section 6.2 Damage to Owner’s Property..... 12

 Section 6.3 Conservation Reserve Program [*Discuss*] 13

Table of Contents
(continued)

ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE	14
Section 7.1 Right to Encumber	14
Section 7.2 Assignment of Project Company’s Interest	15
Section 7.3 Continuing Nature of Obligations.....	15
ARTICLE VIII. CONDEMNATION	16
Section 8.1 Effect of Condemnation	16
Section 8.2 Condemnation Proceeds.....	16
ARTICLE IX. DEFAULT/TERMINATION	16
Section 9.1 Events of Default	16
Section 9.2 Surrender.....	17
Section 9.3 Specific Performance	17
Section 9.4 Damages.....	17
Section 9.5 Waiver of Jury Trial.....	17
Section 9.6 Delinquent Payments	18
ARTICLE X. MISCELLANEOUS	18
Section 10.1 Notice.....	18
Section 10.2 Relationship of the Parties; No Third Party Beneficiaries.....	18
Section 10.3 Entire Agreement	18
Section 10.4 Governing Law	19
Section 10.5 Cooperation.....	19
Section 10.6 Waiver.....	19
Section 10.7 Force Majeure	19
Section 10.8 Confidentiality	19
Section 10.9 Tax Credits.....	20
Section 10.10 Severability	20
Section 10.11 Counterparts.....	20
Section 10.12 Memorandum of Lease	20

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on _____, 2020 (the “**Effective Date**”) between MHCS SOLAR HOLDINGS LLC, a Delaware limited liability company (“**Owner**”), and SV Development LLC, a Delaware limited liability company, and its successors and assigns (“**Project Company**”). Owner and Project Company agree as follows:

ARTICLE I. Premises and Owner’s Parcel

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Owner leases to Project Company, and Project Company leases from Owner, the real property identified in Exhibit A attached hereto (the “**Premises**”) for the sole purpose of monitoring, testing and evaluating the Premises for solar energy generation and of constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating equipment installations, roads, and related improvements, facilities and equipment (collectively, “**Solar Facilities**”), including, without limitation, a line or lines of towers with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Premises, together with the appropriate rights of way. Project Company will have the right to relocate existing Solar Facilities during the Term. Project Company will have the exclusive right to use and possess the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

The general identification of the Premises described in Exhibit A attached to this Lease on the Effective Date may not be a precise legal description of the Premises. The Owner and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the description attached as Exhibit A, the parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Owner and Project Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Premises, and (ii) upon Project Company obtaining a Survey (as defined below), the metes and bounds description of the Premises will be substituted for Exhibit A pursuant to an amendment to this Lease and such metes and bounds description will become the final legal description of the Premises. The parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit A and both parties will be obligated to perform hereunder based on such depiction of the Premises. Prior to the construction of any Solar Facilities on the Premises, Project Company, at its expense, will obtain and deliver to Owner a survey of the Premises prepared by an New Jersey registered professional land surveyor (the “**Survey**”). Project

Company may, in its sole discretion, develop only a portion of the Premises with Solar Facilities, and thereby reduce the size of the Premises from that depicted in Exhibit A.

The Premises is part of a larger parcel of land also owned by Owner, which larger parcel is legally described in Exhibit B attached to this Lease (the Owner's Parcel").

(b) **Access Easement.** Owner hereby grants to Project Company, for the Term (as defined below), an easement (the "**Access Easement**") over, across and on the Owner's Parcel for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of any existing roads and lanes, or by such route or routes as Project Company may construct from time to time. The Access Easement will include the right to improve existing roads and lanes, or to build new roads, and will run with and bind the Owner's Parcel, and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. The location and dimensions of such access roads will be made by Project Company in its sole discretion, except that: Project Company agrees to use commercially reasonable efforts to (i) minimize the interruption of Owner's operations on the Owner's Parcel by such access roads, and (ii) install such access roads perpendicular to county roads.

(c) **Transmission Easement.** Owner hereby grants Project Company one or more easements for Transmission Facilities (defined below) ("**Transmission Easements**") on, over and across the Owner's Parcel, on such portions of the Owner's Parcel as will be notified to Owner by Project Company. Any such Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement will also include the right of ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) over and along the Owner's Parcel by means of roads and lanes thereon if existing, or otherwise by such route or routes as Project Company or Owner may construct from time to time. The term of the Transmission Easements will be the same as the term of this Lease unless terminated by Project Company by written notice to Owner as set forth herein, and will not expire or be terminable by Owner under any circumstances. Project Company will have the right to assign or convey all or any portion of any Transmission Easement to any person on an exclusive or nonexclusive basis. Any Transmission Easement will run with the Owner's Parcel and inure to the benefit of and be binding upon Owner and Project Company and their respective transferees, successors, and assigns, and all persons claiming under them. Project Company will have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems to a third party that owns, operates and/or maintains electric transmission or distribution systems. As used in this Lease, the term "**Transmission Facilities**" means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy. Transmission Facilities will be deemed to be Solar Facilities. Project Company will bury all collector lines that are 138kv or less, except such lines that Project Company, in good faith, determines that it is unable to bury for technical reasons.

(d) **Owner's Retained Rights.** Owner will retain the right to use the Owner's Parcel not occupied by Access Easement or Transmission Facilities and that are outside of any fenced area erected by Tenant that enclose such Solar Facilities to the extent its use is not inconsistent with the Project Company's rights under this Lease, for uses such as farming, grazing, recreation, hunting, or conservation. However, hunting must be done in a safe manner that does not interfere with Project Company's use of the Owner's Parcel or Premises, damage any Transmission or Solar Facilities, or endanger or injure any of Project Company's personnel, business invitees, agents, contractors or property. Owner will indemnify Project Company from any such interference, damage or injury caused by hunting authorized by Owner. Owner will be entitled to use any private road constructed by Project Company on the Owner's Parcel.

(e) **Location of Solar Facilities.** Project Company will make good faith efforts to consult with Owner on its site development plan prior to construction of solar facilities, roads and electric power lines, provided that Project Company will make all such final siting decisions in Project Company's sole discretion.

(f) **Part of a Larger Project.** Owner acknowledges that Project Company may elect to develop commercial solar energy facilities with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such facilities. Project Company may designate, from time to time, the solar energy facilities with which the Premises is included in a defined solar energy project (the "**Project**"). The properties designated by Project Company as included in the Project with the Premises and the Owner's Parcel will be referred to as the "**Project Properties.**" Nothing contained in this Lease will be construed as requiring Project Company to construct or operate the Project or continue the operation of the Project or any portion thereof, if it is so constructed.

Section 1.2 Solar Easement

(a) **Open Access to Sun.** Owner hereby grants and conveys to Project Company an exclusive easement on, over and across the Owner's Parcel and the Premises for the following: the open and unobstructed access to the sun to any Solar Facilities on any of the Project Properties and to ensure adequate exposure of the Solar Facilities to the sun. In addition, Owner hereby grants and conveys to Project Company an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "**Solar Easement**") throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

(b) **Owner Improvements.** Trees, buildings and other improvements located on the Owner's Parcel (but not the Premises) as of the date of this Lease will be allowed to remain, and Project Company may not require their removal. Owner may not place or plant any trees, buildings

or improvements (an “**Improvement**”) on the Owner’s Parcel after the date of this Lease which may, in Project Company’s sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility (located either on the Premises or on the Project Properties), unless Owner has received written approval from Project Company for any such trees, structure or improvement. Subject to the foregoing, Owner may construct an Improvement on the Owner’s Parcel if such Improvement meets all of the following requirements:

- (a) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises or elsewhere in the Project; and
- (b) Such Improvement is located at least [**five hundred (500)**] feet from the location of any Site (whether such Site is located on the Premises or elsewhere in the Project).

(an Improvement that complies with all of the foregoing restrictions will be referred to as a “Permitted Improvement”). Owner may construct such Permitted Improvements without the prior consent of Project Company. However, should Owner construct an Improvement that is determined by Project Company to violate or not be in compliance with any of the restrictions of this section, Project Company may provide notice to Owner that said Improvement must to be removed within thirty (30) days of Owner’s receipt of Project Company’s notice. Should Owner fail to remove the non-complying Improvement within such thirty (30) day period, Project Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Owner.

(c) **No Interference.** Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, over and across the Premises.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Project Company’s rights under this Lease will be in effect throughout the Development Period. The “Development Period” commences on the Effective Date of this Lease and expires on December 31, 2023.

(b) **Operating Term.** This Lease will automatically be extended for the Operating Term upon the earlier of: (i) the date when at least one solar generating facility installed on the Premises is a Commercially Operational Solar Facility, as defined in Exhibit C (the “**Operation Date**”); or (ii) the date when Owner receives written notice from Project Company of Project Company’s election to extend the Term for the Operating Term (“**Operating Term Notice Date**”), provided that either the Operation Date or the Operating Term Notice Date occurs prior to the expiration of the Development Period. The Operating Term of this Lease (“**Operating Term**”) will be for a period of twenty-five (25) years from the earlier of either the Operation Date or the Operating Term Notice Date, as applicable, unless terminated earlier in accordance with the terms of this Lease. The Development Period ends at the time the Operating Term begins.

(c) **Renewal Terms.** Project Company will have the right, at its option, to extend the Operating Term for one (1) additional periods of five (5) years (the “**Renewal Terms**”). To exercise its option to renew the Term for the Renewal Term, Project Company must deliver a written extension notice to Owner prior to the expiration of the Operating Term. Project Company must timely deliver such written notice to exercise effectively its options to extend the Term for the Renewal Term. The terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. Project Company will have no right to extend the Term beyond the Renewal Term. If Project Company fails timely to deliver the extension notice, this Lease will terminate at the end of the Operating Term, and Project Company will have no further options or rights to renew or extend the Term.

(d) **Entire Term.** The “**Term**” of this Lease will be the Development Period together with, if Project Company exercises the applicable options, the Operating Term and the Renewal Term.

Section 2.2 Termination of Lease

The occurrence of any of the following events will terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or
- (d) At the option of Project Company, thirty (30) days after Project Company’s execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Project Company’s option), in Project Company’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises or Owner’s Parcel and the election of the Project Company to terminate the Lease pursuant to Article VIII; or
- (f) Pursuant to applicable law, except that if any such applicable law is amended or terminated after the date hereof, and the effect of such amendment or termination is to extend the permissible development period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein.

Section 2.3 Survival of Covenants

Owner acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Access Easement and Solar Easement, and Project Company’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease will not be deemed nominal,

invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Project Company will pay Owner according to the Payment Terms set forth in Exhibit C.

Section 3.2 Taxes, Assessments and Utilities

(a) **Owner Taxes and Assessments.** Owner will pay, when due, all real property taxes and assessments levied against the Premises and Owner's Parcel and all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Premises and Owner's Parcel. If Owner will fail to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any rent or other amount otherwise due to Owner from Project Company.

(b) **Project Company Taxes and Assessments.** Project Company will pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises and Owner's Parcel increase solely as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises and Owner's Parcel, attributable to the Solar Facilities, Project Company will pay or reimburse Owner an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Owner provides Project Company with copies of the applicable current and past statements of real estate taxes payable for the Premises and Owner's Parcel and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Owner is requiring payment or reimbursement from Project Company. Owner and Project Company agree jointly to use commercially reasonable efforts to cause the Premises and Owner's Parcel not to be reclassified from its present agricultural or open space exemption as a result of this Lease.

(c) **Tax Contest.** Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Project Company Utilities.** Project Company will pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Project Company on the Premises and Owner's Parcel.

Section 3.3. Crop Damage

(a) During initial construction, Project Company shall pay Owner crop damage on a per acre basis (prorated for fractional portions), for any portions of the Owner's Parcel (but not the Premises) that are taken out of commercial crop production during the construction of the Solar Facilities and any and all crops that are removed or damaged as a direct result of Project Company's construction and operation of Solar Facilities on the Owner's Parcel. Portions of the Owner's Parcel shall be deemed to have been taken out of commercial crop production only to the extent Project Company's construction of Solar Facilities on the Owner's Parcel materially interferes with Owner's ability to farm such portions of the Owner's Parcel in which such construction occurs, assuming that Owner was actually farming such portions of the Owner's Parcel immediately prior to Project Company's commencing construction of the Solar Facilities on the Owner's Parcel. Such crop damage shall be paid one time per growing season in which such construction and crop damage occur.

Crop damage will equal "Amount of damaged acres" multiplied by "Average yield in the County of Property" multiplied by "Price"

"Amount of damaged acres" shall be based on Owner's reasonable estimate as reasonably reviewed and agreed by Project Company's representative.

"Average yield in the County of Property" shall be based on the average yield for the latest 3 year of corn in the County as published by the University of New Jersey through Farmdoc (www.farmdoc.uiuc.edu), or if unavailable, another publicly available information source of average yields in the County

"Price", regardless of the actual type of crop, shall be based on the Corn future price for December delivery during the year that crop damages occur, and will be the closing price of that year's December futures quoted on the 15th of the month in which damages occur as posted by Chicago Board of Trade, or if unavailable another publicly available information source.

(b) After initial construction is complete, Project Company shall be responsible to pay Owner any losses of income, rent, business opportunities, profits or other losses arising out of the damage by the Project Company of any crops growing on the Owner's Parcel as a result of the maintenance or operation of the Solar Facilities.

ARTICLE IV. Project Company's Covenants

Project Company covenants, represents and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Project Company will keep the Premises and Owner's Parcel free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Project Company or, at the request of Project Company, any Solar Facility on the Premises and

Owner's Parcel in connection with Project Company's use of the Premises and Owner's Parcel. Project Company may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Project Company of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Project Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Project Company's activities pursuant to this Lease and will obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Project Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Owner where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner will cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Project Company has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Owner, will be controlled and directed by Project Company, but Project Company will protect Owner from Project Company's failure to observe or comply during the contest with the contested Legal Requirement.

Section 4.3 Project Company's Improvements

All Solar Facilities constructed, installed or placed on the Premises and Owner's Parcel by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Owner will have no ownership or other interest in any Solar Facilities on the Premises and Owner's Parcel. The Solar Facilities are and will remain personal property of the Project Company, notwithstanding any present or future common ownership of the Solar Facilities and the Premises and Owner's Parcel. Throughout the Term, Project Company will, at its sole cost and expense, maintain Project Company's Solar Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Solar Facilities, Project Company will remove any construction debris and will restore the portions of the Premises and Owner's Parcel not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises and Owner's Parcel were in prior to the construction of the Solar Facilities. All Solar Facilities constructed, installed or placed on the Premises and Owner's Parcel by Project Company pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Project Company at any time. Project Company will pay Owner the fair market value of caliche, gravel, or water from the Premises and Owner's Parcel purchased by Project Company with the consent of Owner.

Section 4.4 Removal of Project Company's Improvements

(a) **Project Company Will Remove Solar Facilities.** At the end of the Term, including upon any early termination of the Lease, Project Company will remove all its Solar

Facilities, including any foundations, to a depth of two (2) feet below grade, within twelve (12) months from the date the Term expires or the Lease terminates. Owner grants Project Company an easement for such removal, which easement will survive for twelve (12) months after the expiration or termination of this Lease.

(b) **Owner's Right to Remove Solar Facilities Upon Failure by Project Company.** If Project Company fails to remove any of the Solar Facilities within the required time period, such Solar Facilities will be considered abandoned by Project Company and Owner may remove these Solar Facilities from the Premises and Owner's Parcel and dispose of them in its sole discretion without notice or liability to Project Company. In such event, if Owner removes such Solar Facilities at Owner's expense, Project Company will reimburse Owner for all reasonable costs of removing those Solar Facilities as required by the Lease, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

(c) **Security for Removal.** Commencing with the fifteenth (15th) year of the Operating Term, Project Company will establish security payable to Owner to cover Project Company's obligations under Section 4.4(a) above (the "**Restoration Security**") through one of the following means to be selected by Project Company in its sole discretion: (i) by establishing an escrow account with a bank selected by Owner, or (ii) by delivering to Owner a letter of credit, bond, corporate guarantee from an investment grade company or equivalent security. The amount of the Restoration Security will be equal to the Net Removal Cost (as defined below), which will be determined by the parties in good faith; provided, however, if the parties cannot agree upon the Net Removal Cost within sixty (60) days, then the Net Removal Cost will be determined by an independent engineer mutually selected by the parties. The terms of any escrow fund, letter of credit, corporate guarantee or bond will expressly provide that Owner will be entitled to use amounts received from the Restoration Security to remedy any damage to the Premises and Owner's Parcel if Project Company fails to comply with its obligations pursuant to Section 4.4(a), after notice and opportunity to cure as provided herein. Interest earnings, if any, on any escrow fund will be the property of Project Company, and any amounts remaining in any escrow fund after Project Company has complied with its obligations pursuant to Section 4.4(a) will belong to Project Company. As used herein, the "**Net Removal Cost**" means (1) the cost of performing Project Company's obligations under Section 4.4(a) minus (2) the salvage value of the Solar Facilities located on the Premises at the time such calculation is made.

Section 4.5 Hazardous Wastes

Project Company will not use, dispose of or release on the Premises and Owner's Parcel or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Project Company's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements.

Section 4.6 Insurance

Project Company will obtain and maintain in force the following policies of insurance covering the Solar Facilities and Project Company's activities on the Premises and Owner's Parcel

at all times during the Term: comprehensive general liability insurance with minimum coverage of at least \$500,000 for property damage, \$1,000,000 for bodily injury or death to any one person, and a minimum combined occurrence and annual coverage of \$2,000,000. Such insurance coverage for the Solar Facilities and Premises and Owner's Parcel may be provided as part of a blanket policy that covers other Solar Facilities or properties as well. Any such policies will provide for thirty (30) days prior written notice to Owner of any cancellation or material change. Project Company will provide Owner with copies of certificates of insurance evidencing this coverage upon request by Owner. Policies will provide coverage for any costs of defense or related fees incurred by Owner. No coverage is provided for liability arising out of Owner's own negligent or intentional act or omission.

Section 4.7 Gates and Fences

If necessary and as mutually agreed by the parties, Project Company will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part (any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence); alternatively, Owner may require Project Company to install a cattle guard in lieu of any external gate used by Project Company. During construction or operation of the Solar Facilities, Project Company will close any gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's livestock do not stray or escape through such gates. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks. Upon the termination of this Lease, any cattle guards or gates installed by Project Company will become the property of Owner.

ARTICLE V. Owner Covenants

Owner covenants, represents and warrants to Project Company as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, to Owner's knowledge, Owner is the sole owner of the Premises and Owner's Parcel in fee simple and each person or entity signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Project Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises and Owner's Parcel except those which are listed on Exhibit D, attached hereto and incorporated by reference (the "**Encumbrances**"). All persons having any ownership interest in the Premises and Owner's Parcel (including spouses) are signing this Lease as Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. Owner expressly waives any and all existing and future statutory, common law and other liens on the Solar Facilities that Owner may have under applicable law. To the extent that any such lien cannot be waived under applicable law, Owner hereby subordinates such lien to all existing and future liens and security interests in favor of Project Company's creditors.

Section 5.2 Cooperation to Eliminate Lien Interference

Owner will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, deed of trust, lease or other exception to Owner's fee title to the Premises and Owner's Parcel to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease (including, but not limited to any Wetlands Reserve Program ("WRP") or Conservation Reserve Program ("CRP")). Owner will also cooperate with Project Company to obtain and maintain any permits or approvals needed for the Solar Facilities. Owner will also provide Project Company with such further assurances and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Project Company is not in Breach of this Lease, Project Company will have the quiet use and enjoyment of the Premises and Owner's Parcel in accordance with the terms of this Lease without any interference of any kind by Owner or any person claiming through Owner. Owner and its activities on the Owner's Parcel and any grant of rights Owner makes to any other person will be only as permitted under this Lease and will not interfere with any of Project Company's rights or activities pursuant to this Lease, and Owner will not interfere or allow interference with any of Project Company's rights or activities pursuant to this Lease, and Owner will not materially interfere or allow material interference with the solar speed or solar direction over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Project Company will have the sole and exclusive rights to install and operate Solar Facilities on the Premises and Owner's Parcel, to use the Premises and Owner's Parcel for solar energy purposes and to convert all of the solar resources of the Premises and Owner's Parcel. In no event during the Term will Owner construct, build or locate or allow others to construct, build or locate any solar energy facility or similar project on the Premises and Owner's Parcel.

Section 5.5 Hazardous Materials

Owner will not use, store, dispose of or release on the Premises and Owner's Parcel or cause or permit to exist or be used, stored, disposed of or released on the Premises and Owner's Parcel as a result of Owner's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Owner is permitted to conduct on the Premises and Owner's Parcel and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

Section 5.6 Mineral Rights and Lateral Support

(a) “Subsurface Interests” include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) If Owner does not own 100% of the Subsurface Interests in and under the Premises and Owner’s Parcel, or leases the Subsurface Interests of Owner’s Parcel, then Owner will disclose such to Project Company on Exhibit D. This Lease will not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Owner’s Parcel (but not the Premises), provided that any future leasing, development or transfer of the Subsurface Interests will be subject to this Lease. Owner will notify Project Company as soon as Owner knows of Subsurface Interest exploration or production plans. Owner will cooperate with Project Company in the exercise of Owner’s Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises and Owner’s Parcel, or leases the Subsurface Interests relating to Owner’s Parcel, Owner agrees to cooperate with Project Company’s efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises and Owner’s Parcel from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises, , Project Company will have and exercise the right of subjacent and lateral support for the Solar Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Solar Facilities. Owner expressly covenants that Owner will not excavate so near the sides of or underneath the Solar Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns will be entitled to use, or authorize the use of, any portion of the surface of the Owner’s Parcel located within three hundred (300) feet of any existing or proposed Solar Facility or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Premises that would unreasonably interfere with the use by Project Company of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Project Company, which consent will not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any activities within the areas described in this Section 5.6 and will not otherwise interfere with Project Company’s rights under the Lease.

Section 5.7 Operation of the Solar Facilities

Owner acknowledges and understands that the Solar Facilities to be located on the Premises and Owner’s Parcel, or in connection with the Project on adjacent property may impact the view on the Owner’s Parcel or otherwise cause visual effects. Owner covenants and agrees that the Owner will not assert that the Solar Facilities constitute a nuisance.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives and agents

(collectively the “Indemnified Party”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises and Owner’s Parcel or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises and Owner’s Parcel. This indemnification will not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification will survive the termination of this Lease.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

(a) **Project Company Right to Mortgage Leasehold Interest.** Project Company may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“Lender”) without the consent of Owner. Any Lender will have no obligations under this Lease until such time as it exercises its rights to acquire Project Company’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Project Company directly. Project Company will undertake reasonable efforts to notify Owner of the identity and notice address for any Lender, but failure to do so will not be considered a default hereunder.

(b) **Amendment Requires Lender Consent.** Owner and Project Company agree that, once all or any part of Project Company’s interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Project Company Default.** Owner agrees that any Lender will have the right to make any payment and to do any other act or thing required to be performed by Project Company under this Lease, and any such payment, act or thing performed by Lender will be effective to prevent a Breach by Project Company and any forfeiture of any of Project Company’s rights under this Lease as if done by Project Company itself.

(d) **Notice from Owner to Lender in Case of Project Company Default.** During the time all or any part of Project Company’s interests in the Lease are mortgaged or assigned to any Lender, if Project Company defaults under any of its obligations and Owner is required to give Project Company notice of the default, Owner will also be required to give Lender notice of the default. If Owner becomes entitled to terminate this Lease due to an uncured default by Project Company, Owner will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Owner that it must foreclose on Project Company’s interest or otherwise take possession of Project Company’s interest under this Lease

in order to cure the default, Owner will not terminate this Lease and will permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Project Company's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Project Company. The time within which Lender must foreclose or acquire Project Company's interest will be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Project Company's interests in the Lease by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, will not require the consent of Owner nor constitute a Breach or default of this Lease by Project Company, and upon the completion of the acquisition or conveyance, Owner will acknowledge and recognize Lender as Project Company's proper successor under this Lease upon Lender's cure of any existing Project Company defaults and assumption of the obligations of Project Company under this Lease prospectively.

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

Section 7.2 Assignment of Project Company's Interest

Project Company and any successor or assign of Project Company will at all times have the right, without need for Owner's consent, to do any of the following, conditionally or unconditionally, with respect this Lease or to all or any portion of the Premises and Owner's Parcel: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Project Company's this Lease, or any right or interest in this Lease, or any or all right or interest of Project Company in the Premises and Owner's Parcel or in any or all of the Solar Facilities that Project Company or any other party may now or hereafter install on the Premises and Owner's Parcel provided that (i) any such assignment, transfer or conveyance will not be for a period beyond the Term; (ii) the assignee or transferee will be subject to all of the obligations, covenants and conditions applicable to the

Project Company; and (iii) Project Company will not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Project Company assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Project Company will have no continuing liability.

Section 7.3 Continuing Nature of Obligations

(a) **Benefits are “In Gross”.** The Solar Easement and all other easements and related rights granted by Owner in this Lease to Project Company are easements “in gross”, which means, among other things, that they are interests personal to and for the benefit of Project Company, and its successors and assigns, as owner of the rights created by the Solar Easement and such other easements. The Access Easement, the Solar Easement and other rights granted Project Company by Owner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and, as between the Premises and Owner’s Parcel and other tracts of property on which Project Company may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the Solar Easement, the Access Easement and all other rights granted to Project Company in this Lease will run with and against the Premises and Owner’s Parcel and will be a charge and burden on the Premises and Owner’s Parcel and will be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, the Access Easement and the Solar Easement will inure to the benefit of Project Company and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VIII. Condemnation

Section 8.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises and Owner’s Parcel, and the taking and proposed use of such property would prevent or adversely affect Project Company’s construction, installation or operation of Solar Facilities on the Premises and Owner’s Parcel, at Project Company’s option, the parties will either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Project Company, together with any corresponding payments, or this Lease will terminate in which event neither party will have any further obligations.

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

Each of the following will constitute a “**Breach**” that will permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) any failure by Project Company to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Owner;

(ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Project Company will peaceably surrender the Premises and Owner's Parcel to Owner and remove all Solar Facilities from the Premises and Owner's Parcel at Project Company's expense within twelve months from the date the Lease expires or is terminated. For the period between the date of termination or expiration of this Lease and the date on which Project Company completes removal of the Solar Facilities as required under Section 4.4 of this Lease, Project Company will continue to pay Solar Rent (as defined in Exhibit D) for each Commercially Operational Solar Facility installed on the Premises.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Project Company for such breach, and therefore, Owner agrees that Project Company will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Project Company has no adequate remedy at law, and that an order of specific performance may be granted in favor of Project Company.

Section 9.4 Delinquent Payments

If Project Company fails to pay Owner any sum to be paid by Project Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and will be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Owner: MHCS SOLAR HOLDINGS LLC
Attn: David Ausloos
N27W24025 Paul Ct., Suite 100
Pewaukee, WI 53072

To Project Company: SV Development LLC
Attn: Tim Polz
330 W. State Street, Suite 1
Geneva, IL 60134

Section 10.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Project Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Project Company will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Owner and Project Company and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 10.4 Governing Law

This Lease is made in and will be governed by the laws of the state in which the Premises is located, and the venue for any dispute will be the county in which the Premises is located. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any

time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Owner reexecute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner will execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the identification of the Premises or legal description of the Owner's Parcel, this Lease will be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Project Company makes any overpayments to Owner hereunder, Project Company will offset the amount of such overpayments to Owner against future payments due to Owner from Project Company hereunder.

Section 10.7 Force Majeure

Neither Owner nor Project Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which will mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 10.8 Confidentiality

Owner will maintain in the strictest confidence, for the benefit of Project Company and any assignee or transferee of Project Company, all information pertaining to the financial terms of or payments under this Lease, Project Company's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Project Company, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner will not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Project Company, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises and Owner's Parcel that Owner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement will run to the benefit of

and be enforceable by Project Company and any assignee or transferee of Project Company. The provisions of this Section 10.8 will survive the termination or expiration of this Lease.

Section 10.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Project Company's option, Owner and Project Company will amend this Lease or replace it with a different instrument so as to convert Project Company's interest in the Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

Section 10.10 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

Section 10.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which will be considered one and the same agreement and each of which will be deemed an original.

Section 10.12 Memorandum of Lease

Owner and Project Company will execute in recordable form and Project Company will then record a memorandum of this Lease in the form attached hereto as Exhibit E. Owner hereby consents to the recordation of the interest of an assignee in the Premises.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 16 day of December, 2020.


PROJECT COMPANY

MHCS SOLAR HOLDINGS LLC
a Delaware limited liability company

By: David Ausloos
Name: David Ausloos
Title: Manager

OWNER

SV Development LLC
a Delaware limited liability company

By: 
Name: Timothy Polz
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ___ day of _____, 2020.

PROJECT COMPANY

MHCS SOLAR HOLDINGS LLC
a Delaware limited liability company

By: _____
Name: David Ausloos
Title: Manager

OWNER

SV Development LLC
a Delaware limited liability company

By: _____
Name: Timothy Polz
Title: Senior Vice President

EXHIBIT A

IDENTIFICATION OF PREMISES



EXHIBIT B

LEGAL DESCRIPTION OF OWNER'S PARCEL

Property described as:

Block 6, Lot 1, on the Tax Map of the Township of South Harrison, located 539 Franklinville Road, South Harrison Township, New Jersey 08085, consisting of 65.61 acres.

Attachment C:

READINESS CHECKLIST

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

Completion of this form will assist the Department in determining what permits might be needed to authorize a project and to ensure that all appropriate programs attend a pre-application meeting. Please fill out the below form as completely as possible, noting any areas you are not sure of and including any information about the project and the site that might help the Department determine the permitting needs of the project.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 MHCS CSG
2. Consultant/Contact Information (if any)
3. Name/Address of Prospective Applicant Tim Polz
Address/tel./fax 330 W State St Suite 1 Geneva, IL 60134
Company Name SunVest Solar LLC
Address/tel./fax N27W24025 Paul Ct, Suite 100, Pewaukee, WI 53072

Does the applicant own the property? Yes

If the applicant is not the property owner, please provide contact information for the property owner and evidence of having property owner permission to use the property for the proposed project.

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

B. PROPOSED PROJECT LOCATION

Street Address/munic. 539 Franklinville Rd Mullica Hill, NJ
County Gloucester Zip Code 08062
Block No. 6 Lot No. 1
X Coordinate in State Plane (project centroid) 39.719928
Y Coordinate in State Plane (project centroid) -75.258893

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.

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: New Construction Brownfield Redevelop.
Alternative Energy Other (Please describe)
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date, construction completion, and operation of facility date: 2021/2022
 - b) Funding Source: Is any Federal Funding being used for this project? No
State Funding over 1 million dollars? No
Is funding secured at this time? No Is funding conditional? No 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).

2. For additional guidance on Department permits, please refer to the New Jersey Department of Environmental Protection's website at <https://www.nj.gov/dep/>
 - a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? 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.
n/a

 - c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
 - 1) Water Quality Management Plan consistency _____
 - 2) Highlands Consistency _____
 - 3) Wetland Delineation (LOI) _____
 - 4) Tidelands Conveyance _____
 - 5) Flood Hazard Jurisdiction or determinations _____
 - 6) Water Allocation _____
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome _____
 - 8) Landfill Disruption Approval _____
 - 9) Landfill Closure Plan _____
 - 10) Other _____

3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Megan.Brunatti@dep.nj.gov and David.Pepe@dep.nj.gov and one (1) copy via mail² with the following items if available:
 - (a) The completed Permit Readiness Checklist;

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

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

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

NATURAL AND HISTORIC RESOURCES (609) 292-3541

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

If yes, please visit

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

Green Acres Program (609) 984-0631

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

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

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

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

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

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

⁴ NJGIS information

Office of Leases & Concessions: 609-633-7860

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

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

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

Forest clearing activities/No Net Loss Reforestation Act

Will construction of the project result in the clearing of 1/2 acres or more of forested lands owned or maintained by a State entity? No

If so, how many acres? _____

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

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

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

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

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

Division of Fish and Wildlife (609) 292-2965

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

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

Threatened and Endangered Species Program

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

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? No

DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454

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

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

Water courses (streams) Raccoon Creek Tributary

State Open Waters? No

Freshwater Wetlands and/or freshwater wetland transition areas? Near Wooded wetlands

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? No
<https://www.nj.gov/dep/gis/geoweb splash.htm>

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

Site Remediation (609) 292-1251

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

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

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

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

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

Name of current SRP Case Manager or Licensed Site Remediation Professional and Preferred Identification (PI) Number 259796

Is the applicant a responsible party for discharges at the site? _____

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

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

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

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

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

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

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

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

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

WATER RESOURCE MANAGEMENT (609) 292-4543

DIVISION OF WATER QUALITY (609) 292-4396

Surface Water Permitting (609) 292-4860

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

Will this wastewater facility discharge to Surface Water? No 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. No

Non-Point Pollution Control (609) 633-7021

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

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

Groundwater Discharge

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

2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? _____

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? _____

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? No

Does your project involve 50 or more realty improvements? No

Stormwater Program (609) 633-7021

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

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

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

Pretreatment and Residuals program (609) 984-

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

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

If yes, name of POTW: _____

Volume of wastewater (gpd): _____

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

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

Safe Drinking Water Program (609) 292-2957

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

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

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

Do water pipes currently extend to the project location? _____

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

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

Does the water purveyor hold a Safe Drinking Water Main Master Permit? 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. It is not located near any.

Water Allocation Program (609) 984-6831

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

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

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

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

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

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

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

Will the project involve the following;

development of a new water supply source? No

require aquifer testing? No

involve an existing or abandoned mine? No

involve geothermal or offshore energy? No

involve subsurface sequestration in geological formations? No

acid soils at the project site? No

geologic hazards of concern at the project site? No

within a karst area? No

adversely affect groundwater recharge? No

cross any steep slopes? No

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

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

Water Quality Management Planning Program

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

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

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

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

DIVISION OF AIR QUALITY (609) 633-2829

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

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

Does the project require Air Preconstruction permits per N.J.A.C. 7.27-8.2(c)? No

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

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

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

No

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

No

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

Air Quality Planning (609) 292-6722

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

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

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

Does this project receive federal support or financial assistance? _____

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

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

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

Renewable Energy

Is a renewable energy technology included in this project? Yes

Is it a solar PV project? Yes

If yes, what type?

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

Is it a wind project? _____
If yes, what type? Onshore? _____ Offshore? _____

Innovative Technology

Is an environmental and energy innovative technology included in this project? Y N
-If yes, please provide a brief description _____

Green Design

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

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

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

Radiation Protection Program (609) 984-5400

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

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

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

CLIMATE & FLOOD RESILIENCE PROGRAM (609) 292-9236

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

Climate Resilience Planning

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

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

Coastal Engineering

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

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

Dam Safety Program (609) 984-0859

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

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

If so, please describe _____

COMPLIANCE AND ENFORCEMENT (609) 777-0122

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

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

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

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

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

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

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

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

COMMUNITY ENGAGEMENT (609)292-2908

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

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

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

ADDITIONAL AGENCY REVIEW

Is the project subject to:

Highlands Regional Master Plan – Planning or Preservation Area? 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
<https://www.nj.gov/dep/drcc/regulatory-program/maps/>

Delaware River Basin Commission No
<http://www.state.nj.us/drbc/>

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

US Army Corp of Engineers review? No
<https://www.usace.army.mil/>

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



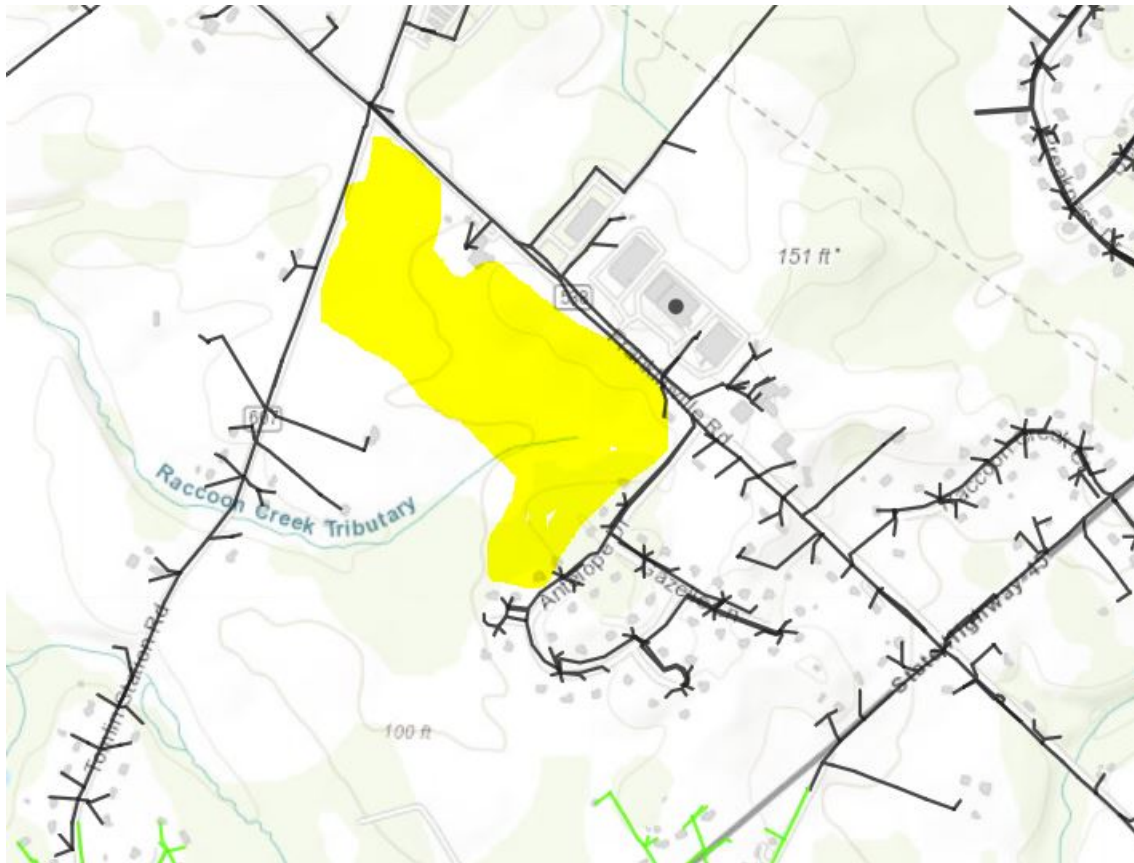
Permit Readiness Checklist Submitted By:

Cara Koontz
SIGNATURE

2/5/2021
DATE

Cara Koontz
PRINT NAME

**Attachment D:
EDC Capacity Map**



Hosting Capacity Map

We support renewable energy and partner with our customers to ensure safe and reliable interconnection of renewable energy and other distributed energy resources into the electric grid.

The Hosting Capacity map gives an indication of how much generation (expressed in kW) can be added to a feeder before the feeder reaches capacity or other limitations that reduce the reliability of service to electric customers on the feeder. **Although the values are meant to provide the user with a general idea of availability, space on the desired feeder is not guaranteed and/or may change at any time. All applications for interconnection will still require a full review and may also require additional interconnection costs.**

Attachment E: Cost Breakdown

System Size & Output	
DC Watts (kWdc)	4,430
Solar Production Rate (kWh/kWdc)	1,302
First Year kWh	5,767,860
Interconnection	Grid
Financing	Self
Economic Variables	
In Service Date	4/1/2021
Solar Installation- EPC	\$5,316,000
Customer Acquisition Cost	\$620,200
Project Tax Basis	\$5,936,200
Land Purchase Cost	\$0
Total Solar Cost	\$5,936,200
Avg Installation Cost	\$1.20
Levelized Cost of Energy (\$/kWh)	\$0.014
PPA Period (Years)	20.0
SREC Value (\$ per MWh)	See Schedule
SREC Period (Years)	15.0
Economic Analysis Period	25.0
Federal Tax Rate	20%
State Tax Rate	9%
Annual O&M Costs	\$ 10.00
Decommissioning Reserve (\$/w)	\$0.02
Lease Cost (\$/MW)	\$0
Est. Insurance Costs (\$/kWdc/yr)	\$ 4.00
O&M Escalation	2%
Discount Rate	7%
Economic Incentives	
Economic Investment Tax Credit	26%
Depreciation Type	Accelerated MACRS
Depreciation (Years)	5.0

Attachment F

Reference to previous permit of other array.

RESOLUTION R-20-07

**OF THE PLANNING/ZONING BOARD OF THE TOWNSHIP OF SOUTH HARRISON
REGARDING APPLICATION 004-292-10 OF MHCS SOLAR HOLDINGS, LLC
GRANTING IN PART AND DENYING IN PART AN AMENDMENT TO A PRIOR
APPROVAL FOR PROPERTY LOCATED AT 539 FRANKLINVILLE ROAD,
DESIGNATED AS BLOCK 6, LOT 1**

WHEREAS, an application has been submitted by MHCS Solar Holdings, LLC (hereinafter "MHCS") of 9400 Reeds Road, Suite 150, Overland Park, Kansas 66207, for an amendment to a prior approval, for property known as Block 6, Lot 1, on the Tax Map of the Township of South Harrison, located 539 Franklinville Road, South Harrison Township, New Jersey 08085, which property is owned by it; and

WHEREAS, on December 13, 2010, the South Harrison Township Planning/Zoning Board, previously granted a Use Variance and Preliminary and Final Site Plan Approval to National Energy Partners, LLC, with memorializing Resolution No. R-11-05, having been adopted on January 10, 2011; and

WHEREAS, MCHS is the subsequent owner of the property in question located at 539 Franklinville Road, South Harrison Township, New Jersey 08085; and

WHEREAS, a condition of approval agreed to by the original Applicant was to plant meadow grass under and around the proposed solar panels and to plant meadow grass in the area outside of the fenced solar energy facility with the exception of the southeastern portion of the property which will be subject to a conservation easement and which will remain in its natural state. Further, the Applicant agreed that the property would be deed restricted to require continuing maintenance and irrigation of all landscaping, buffer plantings, berm plantings and meadow grass; and

WHEREAS, the Applicant, MHCS has applied to the Board for an amendment to the requirement to plant meadow grass and to modify the deed restriction to reflect the modified areas where the meadow grass would be planted; and

WHEREAS, the Applicant requested that it not be required to plant meadow grass and that it be permitted to plant other suitable grass material throughout the site and maintain said areas in accordance with the terms and conditions of the existing resolution; and

WHEREAS, the Board considered the testimony and submissions of the Applicant and granted a partial amendment to the prior approval regarding the obligation to plant meadow grass and regarding the deed restriction, as set forth in this resolution; and

WHEREAS, in support of the application the Applicant has submitted the following documents:

1. Land Development Application and checklists, dated October 24, 2019; and
2. Letter from the Applicant's attorney, Dale T. Taylor, Esq, dated October 24, 2019; and
3. At the time of the hearing, the Applicant marked as Exhibit A-1, a Landscaping Plan, dated 08/19/2015.

WHEREAS, the South Harrison Township Planning/Zoning Board, has made its determination in this matter based on the following:

1. The documents set forth above; and

2. The representations made by the Applicant in its application and by the Applicant's Representative, Brian Hume and the Applicant's Attorney, Dale T. Taylor, Esq, at the time of the hearing before the Board on November 12, 2019; and

3. Comments made by Candace Kanaplue, PP, AICP, the Board Planner and Anthony F. DiRosa, PE, PLS, the Board Engineer, at the time of the hearing on November 12, 2019; and

WHEREAS, based upon the information provided at the time of the hearing and in the application, including the information provided by the Board's professionals, and as set forth throughout this resolution, the South Harrison Township Planning/Zoning Board makes the following findings of fact and conclusions of law:

1. The Applicant, MHCS is the successor owner of the property in question. The previous owner was National Energy Partners, LLC. National Energy Partners, LLC is no longer involved with the property in any way.

2. A representative of MHCS, Brian Hume testified before the Board as to the current efforts of MHCS to maintain the property and bring it into compliance with the Board's approvals, as well as, the company's request for relieve from the requirement of planting meadow grass in the area of the solar arrays and outside the fenced solar array areas. He indicated that he had met with Township officials and reviewed with them his efforts to maintain the various areas of the property.

3. Mr. Hume testified as to the reason for MHCS's request for relief from the planting of meadow grass. It was the company's position that the planting of meadow grass was extremely expensive and that they could accomplish the same goals through

the use of alternative, less expensive grasses, with maintenance and upkeep. They would cut the existing weeds, plant alternative grass and maintain the property.

4. A number of members of the Board were present for the original application and noted that it was the original Applicant who suggested the planting of meadow grass as it was an effective grass for controlling flooding, drainage and water run-off, while requiring very little maintenance once planted. Meadow grass grows to an approximate height of 18 inches and does not require cutting once planted. The Board members further noted the concerns the Board and the members in the public had regarding flooding, drainage and water run-off in the area, which had prompted the Board to insist on the meadow grass plantings.

5. After significant discussion between the Applicant and the Board, it was agreed that relief from the need to plant meadow grass in and around the solar array was appropriate. The Board agreed that the Applicant could maintain the existing vegetation in and around the solar arrays without the need to plant meadow grass.

6. As for the area outside the solar array, the Board determined that relief from the requirement to plant meadow grass in an approximate five (5) acre area along Tomlin Station Road, from the toe of the berm to the easement area, was not appropriate, and denied an amendment to the requirement to plant meadow grass in that area. The Board determined that the planting of meadow grass in this area was necessary to control drainage and water flow in the area and to adequately buffer and screen the facility in question.

7. At the hearing, the Applicant and the Board's engineer marked a copy of A-1 to delineate the approximate five (5) acre area where the planting of meadow grass

would still be required. The Applicant agreed to consult and work with the Board Engineer to prepare a new plan which delineates the relief granted by the Board and the approximately five (5) acre area where the planting of meadow grass would still be required. Thereafter the Applicant and the Board Engineer met and delineated the area where the meadow grass is to be planted, as set forth the plan attached hereto and made a part of this resolution as Exhibit A.

8. The Board took into consideration that the current time of year is not the appropriate time for planting grass and set a time table such that the Applicant has until the end of 2020 to insure that the meadow grass has been planted in accordance with the agreed upon and required areas. The Applicant will be required to maintain all areas of the site in good and proper condition, until such time as the meadow grass can be planted and will conduct such maintenance on the site to remain in compliance with the previous approvals.

9. The Applicant's attorney will work with the Board's attorney to prepare and file an amended deed restriction which reflects the amendments granted by the Board in this Resolution.

10. In all other respects, the terms, conditions and requirements of Resolution No. R-11-05 remain in full force and effect.

WHEREAS, upon motion duly made and seconded to GRANT the "Application for Land Development" for an amendment to a prior approval, by a vote of 9 in favor, 0 opposed and 0 abstentions, (Voting for: Robertson, Brown, Barth, Wade, Ambruster, McCall, Marino, Gular and Kozink) voted to GRANT the amendment in part and deny the amendment in part, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT RESOLVED, by the Planning/Zoning Board of the Township of South Harrison, that the application of MHCS Solar Holdings, LLC (hereinafter "MCHS") of 9400 Reeds Road, Suite 150, Overland Park, Kansas 66207, for an amendment to a prior approval, for land located on 539 Franklinville Road, South Harrison Township, New Jersey 08085, also known as Block 6, Lot 1, is **HEREBY APPROVED IN PART AND DENIED IN PART**, in accordance with the terms and conditions contained herein and subject, however, to the testimony, representations and stipulations of the Applicant and its representatives, professionals and witnesses at the time of the hearing and in its submissions, and further specifically, subject to the following terms and conditions:

1. Subject to the Applicant complying with and obtaining any and all necessary approvals from any other local, county, state and/or federal government or administrative body, if applicable, having jurisdiction over all or part of this land use development approval; and

2. The Applicant shall comply with all conditions, agreements and contingencies contained herein and in the record, and shall also comply with all of the Ordinances of South Harrison Township and the Municipal Land Use Law (MLUL) during all phases of the Project. No Certificate of Occupancy or final approvals shall be issued, until all terms, conditions and contingencies provided for herein are satisfied and all bills and escrows relating to this property have been paid in full; and

3. The Planning/Zoning Board Engineer, Township Engineer and/or Township Planner shall review all plans and amended plans and inspect the site of the development in order to determine compliance with the terms and conditions of the

Planning/Zoning Board approval. Any shortcomings noted shall be addressed to the satisfaction of the professionals before the signing of the plans and/or the issuance of a certificate of occupancy, as appropriate under the law. The Applicant shall submit appropriate escrow amounts, as determined by the Planning/Zoning Board Engineer or Township Engineer and applicable law, for inspections. The Applicant shall pay all escrows, costs and professional fees associated with the application pursuant to the South Harrison Township ordinances and the MLUL within thirty (30) days of notice of said fees and costs; and

4. The Applicant is granted relief from the requirement of planting meadow grass in and around the solar array areas. The Applicant is required to maintain said areas in good and proper condition; and

5. The Applicant remains obligated to plant meadow grass in an approximate five (5) acre area along Tomlin Station Road, from the toe of the berm to the easement area. The Applicant will work with the Board's engineer to delineate the area in question on an updated plan, in accordance with the delineation set forth on Exhibit A-1 at the time of the hearing, with said updated plan to be submitted and approved by the Board's engineer. The Applicant and the Engineer subsequent to the meeting met and agreed upon a plan for the planting of the meadow grass, which is delineated and set forth in plan attached hereto as Exhibit A; and

6. The Applicant shall have until the end of calendar year 2020 to have the meadow grass planted in the approximate five (5) acre area. The Applicant is required to maintain all areas of the site in good and proper condition; and

7. The Applicant's attorney shall work with the Board's attorney to prepare a revised deed restriction which reflects the amended approvals contained herein, same to be approved by the Board's attorney and filed by the Applicant at the Applicant's sole cost. A copy of the filed deed restriction shall thereafter be filed with the Board; and

8. The terms, conditions and requirements of Resolution No. R-11.05 shall remain in full force and effect unless specifically modified by the terms, conditions and requirements of this resolution.

South Harrison Township
Planning/Zoning Board

Melvin Robertson
Melvin Robertson, Chairman

ATTEST:

The foregoing Resolution was a memorialization of action taken at a regular meeting of the Planning/Zoning Board of the Township of South Harrison held on the 12th day of November 2019; and such resolution was adopted by the Planning/Zoning Board of the Township of South Harrison at a regular meeting held on January 13, 2020, by a vote 6 to approve, ___ to oppose and 1 to abstain.

Sandi McCafferty
Sandi McCafferty, Board Secretary

In favor of the resolution: Marino, Brown, Robertson, McCall, Ambroster, Kozink

Opposed to the resolution:

Abstained: Golar