



Section B: Community Solar Energy Project Description

Project Name: _____

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Applicant Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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



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

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

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

IV. Property/Site Owner Information

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

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

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

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

VI. Proposed Community Solar Facility Characteristics

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

Community Solar Facility Location (Address): _____
 Municipality: _____ County: _____ Zip Code: _____
 Name of Property (optional, complete if applicable): _____

Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

If “Yes,” explain the modification below.

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



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

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

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

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



VIII. Permits

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

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

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

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

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

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

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

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

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



- 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 <i>(if applicable)</i> / Date Permit Received <i>(if applicable)</i>

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

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

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

Exception: Projects located in PSE&G service territory for which the hosting capacity map shows insufficient capacity available at the planned location may be eligible for a waiver of this requirement. If this application is seeking to exercise this waiver, please check “Yes” below and attach the waiver requirements as described in the Board’s Order:

<https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-%20ORDER%20PSEG%20Interconnection.pdf>.

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



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

IX. Community Solar Subscriptions and Subscribers

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

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

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

4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. Yes No
 If “Yes,” attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.

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

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

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



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

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

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

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



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

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

If "Yes," the proposed savings represent:

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

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

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



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

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

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

Company/Entity Name: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

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

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

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

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



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

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

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

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

XI. Project Cost

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

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

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



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

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

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



XII. Other Benefits

- The proposed community solar facility will be paired with storage Yes No
 If “Yes,” please describe the proposed storage facility:
 - Storage system size: _____ MW _____ MWh
 - The storage offtaker is also a subscriber to the proposed community solar facility Yes No

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

- The proposed community solar facility will be paired with one or more EV charging stations Yes No
 If “Yes,” how many EV charging stations: _____
 Will these charging stations be public and/or private? _____
 Please provide additional details:



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

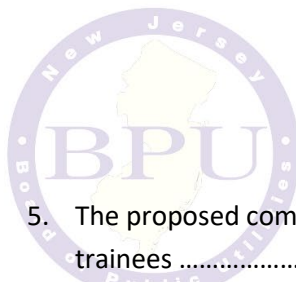
If "Yes," please provide additional details:

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

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

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

If "Yes," explain what these jobs are:



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

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

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

XIII. Special Authorizations and Exemptions

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

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



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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

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



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

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Louis Sabec (name) am the President (title) of the Applicant CSEP 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: 

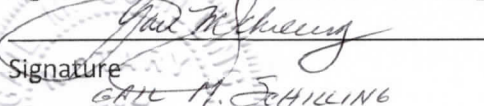
Date: 02/03/2021

Print Name: Louis Sabec

Title: President

Company: CSEP LLC

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

Signature: 
GAIL M. SCHILLING

Name: **GAIL M. SCHILLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 16, 2025**



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

Signature: 

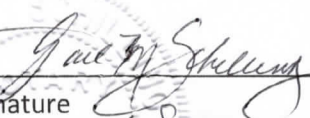
Date: 2/3/2021

Print Name: Jeremy Conner

Title: CEO

Company: National Energy Partners

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

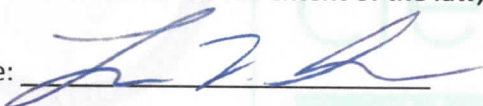

Signature
GAIL M. SCHILLING
Name
GAIL M. SCHILLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 16, 2025



Project Owner Certification

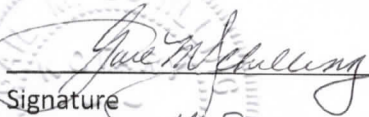
The undersigned warrants, certifies, and represents that:

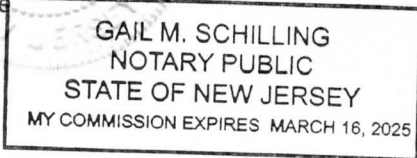
- 1) I, Louis Sabec (name) am the President (title) of the Project Owner CSEP LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, 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: 02/03/2021

Print Name: Louis Sabec
 Title: President Company: CSEP LLC

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


 Signature
GAIL M. SCHILLING

Name




Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Michael A. Patsaros (name) am the President (title) of the Property Patsaros Excavating & Demolition, Inc. (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: [Handwritten Signature] Date: 02/02/2021

Print Name: Michael A. Patsaros
Title: President Company: Patsaros Excavating & Demolition, Inc.

Signed and sworn to before me on this 2nd day of February, 2021

[Handwritten Signature]
Signature
Nancy A. Ferri, Notary

Name Nancy A. Ferri
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires **May 31, 2023**



Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

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

Signature: _____ Date: _____

Print Name: _____

Title: _____ Company: _____

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

 Signature

 Name



Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

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

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



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

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

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

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

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

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



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

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



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





Appendix C: Evaluation Criteria

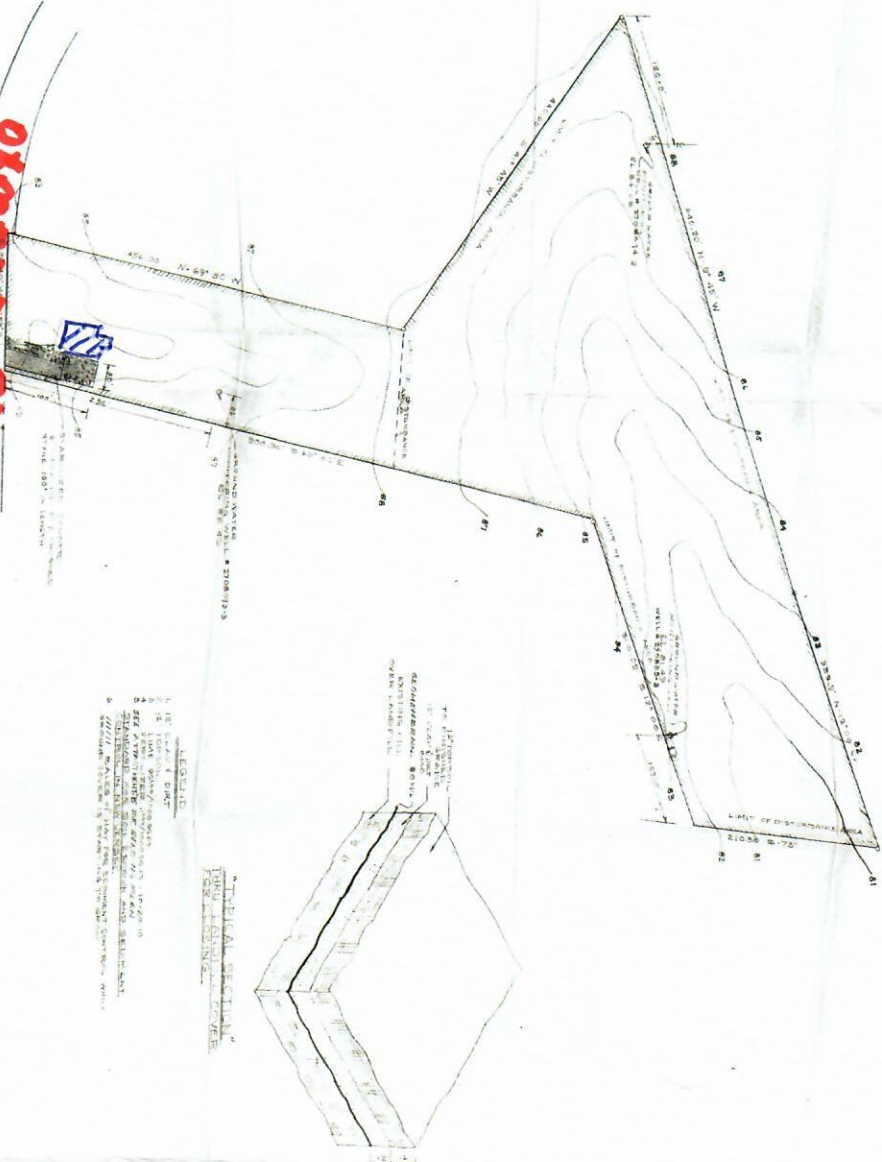
The Evaluation Criteria chart below lists the various categories that the Board will consider in evaluating project Applications. Projects must score a minimum of 50 points total in order to be considered for participation in the Community Solar Energy Pilot Program. Projects that score above 50 points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

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

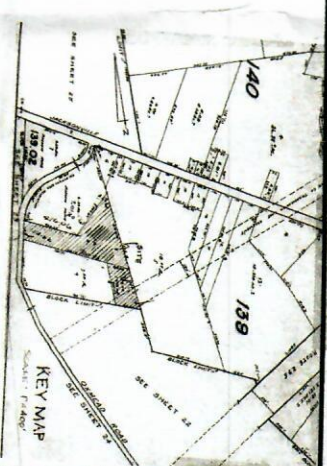


<p>Community and Environmental Justice Engagement Higher preference: formal agreement, ongoing collaboration or effective partnership with municipality and/or local community organizations and/or affordable housing provider (per Section X, Questions 1, 2, and 3) Medium preference: consultation with municipality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

OLMEDI RD
OLMEDI ROAD



- NOTES:**
1. SEE PLAN FOR DIMENSIONS.
 2. SEE PLAN FOR DIMENSIONS.
 3. SEE PLAN FOR DIMENSIONS.
 4. SEE PLAN FOR DIMENSIONS.
 5. SEE PLAN FOR DIMENSIONS.
 6. SEE PLAN FOR DIMENSIONS.
 7. SEE PLAN FOR DIMENSIONS.
 8. SEE PLAN FOR DIMENSIONS.
 9. SEE PLAN FOR DIMENSIONS.
 10. SEE PLAN FOR DIMENSIONS.



<p>W.J. HAGERTY REGISTERED PROFESSIONAL ENGINEER NO. 1002-3</p>	<p>OMEGA ENGINEERING & SURVEYING ASSOC. COLUMBUS, N.J. (800) 847-8826</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>REVISED 1/2 10/11/85</td> <td>10/11/85</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	REVISED 1/2 10/11/85	10/11/85	<p>DATE 10-11-85</p> <p>DRAWN BY T.V.J.</p> <p>SCALE 1" = 60'</p>
NO.	DESCRIPTION	DATE							
1	REVISED 1/2 10/11/85	10/11/85							
<p>CHECKED BY:</p>	<p>PLAN NO: 1002-3</p>	<p>PROJECT: PATSORAS LANDFILL</p>	<p>DATE: 10-11-85</p>						
<p>DESIGNED BY:</p>	<p>DATE:</p>	<p>LOCATION: BURLINGTON, TWP BURLINGTON CO, NEW JERSEY</p>	<p>JOB NO: 1013, 8, 902 BLOCK 139</p>						

JAMES G. ALATRAS
REGISTERED PROFESSIONAL ENGINEER
NO. 1002-3

W.J. HAGERTY
REGISTERED PROFESSIONAL ENGINEER
NO. 1002-3

OMEGA ENGINEERING & SURVEYING ASSOC.
COLUMBUS, N.J.
(800) 847-8826

REVISIONS

NO.	DESCRIPTION	DATE
1	REVISED 1/2 10/11/85	10/11/85

PATSORAS LANDFILL
BURLINGTON, TWP BURLINGTON CO,
NEW JERSEY
FINISHED GRADE CLOSURE PLAN
JOB NO. 1013, 8, 902 BLOCK 139

DATE: 10-11-85
DRAWN BY: T.V.J.
SCALE: 1" = 60'

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this May 1, 2020 ("Effective Date") by and between PATSAROS EXCAVATING & DEMOLITION, INC., a New Jersey corporation with an office at 7 Hanson Dr Columbus NJ 08022 ("Landlord") and NATIONAL ENERGY PARTNERS, LLC, a New Jersey limited liability company, with an office at 701 Cooper Road, Suite 9, Voorhees, NJ 08043 ("Tenant").

Landlord and Tenant, each intending to be legally bound, agree as follows:

1. LEASED PREMISES. Landlord demises and leases to Tenant, and Tenant leases from Landlord, that certain property with the buildings and improvements (if any) thereon located at 1051 Oxmead Road, Burlington, New Jersey 08016 a/k/a Block 139 Lot 8 & 9.02 on the tax map of Burlington Township, Burlington County, New Jersey, as more particularly described on **Exhibit A**, attached hereto and made a part hereof, (the "Leased Premises").

- (a) In the event that Landlord fails to deliver possession to Tenant within thirty (30) Days following Tenant receiving (or waiving) all Tenant's Approvals, Landlord shall pay to Tenant liquidated damages in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00). Provided that Landlord shall have seven months after the date on which Tenant informs Landlord that Tenant has received (or waived) all of Tenant's Approvals in order to evict the residential tenant currently living on the Leased Premises.

- (b) In the event that Landlord fails to deliver possession to the Leased Premises and Landlord thereafter develops or constructs, or permits any third-party to develop and construct, a solar energy generating facility on the Leased Premises within five (5) years of the Effective Date, Landlord shall pay to Tenant liquidated damages in the amount of Three Million Dollars (\$3,000,000.00).

- (c) LIQUIDATED DAMAGES NOT A PENALTY. LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT LIQUIDATED DAMAGES ARE NOT A PENALTY. LANDLORD AND TENANT FURTHER ACKNOWLEDGE AND AGREE THAT BECAUSE OF THE UNIQUE NATURE OF THE PROJECT, IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES THAT WOULD OR MIGHT BE INCURRED BY TENANT. AS A RESULT OF LANDLORD'S FAILURE TO MEET THE OBLIGATIONS RELATED TO THIS **SECTION 1**, IT IS UNDERSTOOD AND AGREED THAT (A) THE TENANT SHALL BE DAMAGED BY FAILURE OF LANDLORD TO MEET SUCH OBLIGATIONS, (B) IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES RESULTING THEREFROM, (C) ANY SUMS THAT WOULD BE PAYABLE UNDER THIS AGREEMENT ARE IN THE NATURE OF LIQUIDATED DAMAGES AND NOT PENALTIES, AND ARE FAIR AND REASONABLE, AND (D) SUCH

PAYMENT REPRESENTS A REASONABLE ESTIMATE OF FAIR COMPENSATION FOR THE LOSSES THAT MAY REASONABLY BE ANTICIPATED FROM SUCH FAILURE.

2. **COMMENCEMENT AND ENDING DATE.** The term of this Lease shall commence on the Delivery of Possession (defined below) of the Leased Premises to Tenant ("Lease Commencement Date") and shall end on the last day of the month within which the twenty-fifth (25th) consecutive "Lease Year" (defined in Section 4, below) occurs after the Lease Commencement Date. Such term shall be called the "Original Term". Any reference in this Lease to the "term of this Lease", or words of similar import, shall refer to the Original Term and any additional period or periods for which such term shall have been extended. Delivery of Possession within the meaning of this Lease shall mean the last to occur of (i) delivery to Tenant of a signed copy of this Lease Agreement, (ii) written notice from Tenant to Landlord that Tenant has obtained (or waived in writing) Tenant's Approvals (hereafter defined) and (iii) written notice from Landlord to Tenant that Leased Premises is available for Tenant's occupancy. Except as expressly set forth elsewhere herein (i) the Lease Premises are being delivered in an "as is" condition and (ii) all of the obligations and covenants of Tenant herein shall commence as of the date of Delivery of Possession.

3. **OPTIONS TO EXTEND THE TERM.** As long as Tenant is not in default of its obligations pursuant to this Lease, Tenant shall have the right to extend the term of this Lease for five (5) successive additional periods of five (5) years each (each, an "Extension Period") from the date upon which it would otherwise end, on the same terms and conditions as those specified in this Lease. Any right to extend the term of this Lease shall be considered as having been exercised by Tenant, unless Tenant gives Landlord notice of Tenant's election not to exercise an option to extend the term at least ninety (90) days prior to the expiration of the Original Term or the Extension Period then in effect. At the end of the last Extension Period, this Lease shall continue from year to year upon the same terms and conditions as those specified herein, unless either party terminates this Lease by written notice to the other at least ninety (90) days prior to the end of the then current period. Notwithstanding the automatic renewal of this Lease in the preceding sentence, in no event shall the term of this Lease exceed ninety-nine (99) years.

4. **LEASE YEAR.** The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall commence on the Lease Commencement Date. If the Lease Commencement Date shall not occur on the first day of a calendar month, the first Lease Year shall commence upon the first day of the calendar month following the Lease Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

5. **MINIMUM RENT.** Commencing on the Lease Commencement Date, Tenant shall pay Landlord a fixed annual rent per Lease Year ("Rent"), payable in equal monthly installments ("Monthly Rent"), in advance, on or before the first (1st) day of each month during the term of this Lease by ACH wire transfer to Landlord's Bank Account (as defined below). The annual fixed rent payable during the first Lease Year shall be Eighty Thousand (\$80,000.00) Dollars and paid in equal monthly installments of Six Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$6,666.67). The annual fixed rent for each succeeding Lease Year during the Original Term, any Extension Period or any year-to-year continuation of this Lease beyond the Original Term or Extension Period, shall be increased by an amount equal to two percent (2.0%) over the annual fixed rent for the immediately preceding Lease Year. For example:

YEAR	YEARLY RENT	MONTHLY RENT
2 nd Lease Year	\$81,600.00	\$6,800.00

If Monthly Rent is payable for a fraction of a month, the amount payable shall be a pro rata portion of Monthly Rent, prorated on a per diem basis, with respect to the fractional calendar month.

The first monthly installment of minimum rent shall be paid on the Lease Commencement Date.

6. TRIPLE NET. This Lease is a "triple net lease," it being understood that Landlord shall receive all Rent as provided in this Lease free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the Rent reserved by this Lease, Tenant shall pay to the parties respectively entitled thereto all real estate taxes, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the Term hereof. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by the Tenant and that Tenant shall in no event be entitled to any abatement of or reduction in Rent payable under this Lease except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

7. ZONING AND PERMITS.

(a) As used in this Lease:

(i) "Applicable Authorities" means all governmental and quasi-governmental agencies and departments having jurisdiction over land development in Burlington County, New Jersey (the "County").

(ii) "Construction Plans" means Tenant's building plans and Tenant's Specifications (as defined below) for the construction of a solar energy system on the Leased Premises being at least 2MW in system size and for such ancillary uses as Tenant may desire to conduct ("Tenant's Use") prepared by Tenant's architect and in accordance with the Land Development Plans.

(iii) "Land Development Plans" means the final and preliminary plans prepared by Tenant's engineer for the development of the Leased Premises by Tenant as signed off on by all Applicable Authorities without any conditions or qualifications unacceptable to Tenant in Tenant's reasonable commercial judgment.

(iv) "Tenant's Approvals" means all approvals necessary to perform Tenant's Work, including, without limitation, (1) any change in land use, zoning, variance, special use permit, conditional use permit or other authorization to permit the construction and use of the Leased Premises for Tenant's Use, (2) final, unappealable approval of the Land Development Plans, (3) if required, all New Jersey Department of Transportation ("DOT") and local highway occupancy permits for the construction of all matters within such DOT and local highway permits for the proposed development, (4) if required, a development agreement and financial security agreement with the Applicable Authorities relating to Tenant's Work (hereafter defined), together with the posting of such financial security, (5) with respect to any "public" portion of the Tenant Work, a

development agreement and financial security agreement in a form acceptable to Tenant, together with the posting of such financial security relating thereto, if and to the extent required by local authorities, (6) procurement of all sewage capacity and any required sewer installation agreement with the local sewer authority, if applicable and required (7) potable water installation agreement with the local water company or authority, if applicable and required, (8) "will serve" letters from the applicable utility providers, (9) soil erosion and sediment control permits, (10) payment of any impact fees for the Leased Premises, including those relating to or resulting from Tenant's Work or Tenant's Use (the "Impact Fees"), (11) approvals and zoning determination for the size, location and quantity of Tenant's signs shown on the Land Development Plans (12) approval of the Tenant's system for the New Jersey Board of Public Utilities Community Solar Pilot Program pursuant to N.J.A.C. 14:8-9, et seq or successor program, (13) utility interconnection approval for the construction of Tenant's Use (14) any off-site or third party easements and agreements that are necessary in order to develop the Leased Premises in accordance with Tenant's construction plans, all of which shall be upon terms and conditions reasonably satisfactory to Tenant. "Tenant Improvements" has the meaning assigned to that term in Section 8, below.

(b) If Tenant, despite its diligent best efforts, has not obtained Tenant's Approvals on or before the date that is three hundred sixty-five (365) days following the Effective Date, the "Tenant's Approval Period"), then Landlord or Tenant may, as their sole remedy, terminate this Lease by written notice to the other party at any time prior to the date that all such approvals are obtained; provided, that Tenant's right to terminate under this Section 7(b) shall only apply if Tenant can demonstrate to Landlord that Tenant diligently pursued the Tenant's Approvals during Tenant's Approval Period. Upon the giving of such notice, this Lease shall terminate and Landlord and Tenant shall be relieved of liability accruing after such date.

(c) Tenant shall be responsible for obtaining Tenant's Approvals at Tenant's sole cost and expense. Tenant shall make a full and complete application for approval of the Tenant's system for the New Jersey Board of Public Utilities Community Solar Pilot Program pursuant to N.J.A.C. 14:8-9, et seq or successor program, prior to September 1, 2020 and shall provide notice of filing to Landlord's attorney within two Business Days of such filing.

(d) Landlord, at no cost to Landlord, will reasonably cooperate with Tenant in the pursuit of Tenant's Approvals, including, at the request of Tenant and upon reasonable advance notice, attending any public meetings. Tenant will not reimburse Landlord for its time spent cooperating with Tenant in the pursuit of Tenant's approvals, but Tenant will reimburse Landlord for any filing fees or out of pocket costs or expenses it incurs as a result of such cooperation.

(e) To the extent required by any governmental agency, authority or public utility, each party shall join in and execute any and all reasonably acceptable applications which either party may request in order to obtain its licenses, permits and approvals, including, but not limited to, applications for any upgrades to zoning reclassification, special exception, variance, use permit, license or building permit, or for changes in access or amendments to utility agreements or dedications to governmental authorities; provided that such joinder shall not subject the party joining in such application to incur any liability, cost or expense.

(f) The words "obtain", "obtaining" or "obtained", as used herein, means the receipt by Landlord or Tenant from the appropriate governmental body or utility of the stated permits and approvals, without conditions or qualifications reasonably unacceptable to Tenant, and the

expiration of any period provided by law for challenging or appealing such permits and approvals, during which time no challenge or appeal shall have been taken, or if taken, the final and unappealable termination or resolution thereof in a manner favorable to such party.

8. TENANT'S WORK.

(a) Tenant at its sole cost and expense shall be responsible to obtain all of Tenant's Approvals and complete all work to construct the facilities necessary for Tenant's Use, all in accordance with applicable laws and the final Land Development Plans (collectively, "Tenant's Work").

(b) Tenant's Work shall be completed in a good and workmanlike manner and in accordance with the Land Development Plans, and any other plans and reports approved therefor by all Applicable Authorities.

(c) Tenant shall diligently pursue to completion all items of Tenant's Work and warrants that Tenant's Work, including all materials, equipment and workmanship furnished by any of its contractors or subcontractors, shall comply with applicable laws, the specifications set forth in the Land Development Plans, and any other plans and reports approved therefor.

(d) Should any mechanic's or materialmen's lien attach to the Leased Premises in connection with the Tenant's Work, Tenant shall cause such liens to be removed by payment, bonding or otherwise within twenty (20) days of Landlord's notice thereof. To the extent permitted by law, Tenant shall, and shall require all contractors and sub-contractors, to execute an agreement whereby they waive all mechanic's and materialmen's claims or liens which it or they may have against the Leased Premises from third parties on account of any services or work furnished in connection with the Tenant's Work, and upon completion of the Tenant's Work shall obtain releases of all liens and claims of whatever nature which have arisen or could arise as a result of services performed in connection with the Tenant's Work. If any lien or claim is filed in connection with the Tenant's Work, Tenant shall indemnify, defend and hold Landlord harmless from all costs, expenses and judgments (including reasonable attorneys' fees) arising therefrom.

(e) Other than Tenant's Work, Tenant covenants and agrees that it shall not, without the prior written consent of Landlord, not to be unreasonably withheld, make any alterations, improvements or additions to the Leased Premises. Except for Tenant's trade fixtures, all permanent alterations, improvements or additions installed by Tenant shall remain upon the Leased Premises at the expiration or sooner termination of this Lease, and shall become the property of Landlord unless Landlord shall have given written notice to Tenant to remove the same, in which event Tenant shall remove such alterations, improvement and additions and restore the Leased Premises to the same order and condition in which they are at the time of execution of this Lease at the Tenant's sole cost and expense.

9. TITLE AND SURVEY.

(a) So long as Tenant complies with all of its obligations hereunder and subject to the Permitted Exceptions (defined in subsection (b), below), Landlord covenants that Tenant may quietly enjoy the Leased Premises free from interference by Landlord or anyone claiming by, through or under Landlord.

(b) Any defect, easement or encumbrance affecting Landlord's title to the Leased Premises shall be deemed a "Permitted Exception" hereunder, provided it does not adversely affect Tenant's Use.

10. ENVIRONMENTAL.

(a) As used in this Lease:

"Environmental Laws" means any federal, state or local law, ordinance, rule, regulation, policy, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources, including without limitation, regulation of releases and disposals to air, land, water and groundwater.

"Hazardous Materials" means any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

"Incidental Materials" means construction materials (other than asbestos or polychlorinated biphenyls), equipment, fixtures, fuel and similar products contained in vehicles, customary office and janitorial supplies and other maintenance materials that are or contain Hazardous Materials, to the extent they are incidental to, and reasonably necessary for, the construction, operation, maintenance and use of the Leased Premises.

"Release" means any spill, leak, emission, discharge or disposal of Hazardous Materials into the environment other than pursuant to and in compliance with valid permits issued under applicable Environmental Laws.

(b) **Tenant acknowledges that a prior recognized environmental condition exists on the Leased Premises and Tenant agrees to obtain all required reports/tests and perform all required remediation necessary to obtain closure thereof in accordance with all applicable federal, state and local Environmental Laws, regulations and ordinances.**

(c) Tenant agrees and covenants that:

(i) Tenant will not engage in activities or operations during the term of this Lease that involve the generation, manufacturing, refining, transportation, treatment, storage, disposal, handling or Release of Hazardous Materials on the Leased Premises; and

(ii) At all times following the date Tenant takes possession of the Leased Premises, Tenant shall obtain, maintain in effect and comply with all permits, licenses and other requirements pursuant to any Environmental Laws relating to activities on the Leased Premises by Tenant.

(d) Tenant shall indemnify, defend and hold harmless Landlord, its officers, partners,

directors, shareholders, employees and agents, from any Claims and Losses arising from, on account of, or in connection with (i) the violation of any Environmental Law by Tenant, (ii) the presence, use, generation, storage, or Release of Hazardous Materials in, on, under, or above the Leased Premises, to the extent occurring as a result of the acts or omissions of Tenant, or (iii) any violation of the obligations of Tenant contained in this Section.

(e) The covenants and indemnities contained in this Section shall survive the expiration or termination of this Lease.

11. REAL ESTATE TAXES.

(a) Beginning on the Lease Commencement Date, Tenant shall pay to the applicable taxing authority all real estate taxes that may be levied, assessed or charged against the Leased Premises by any governmental authority during the Term. Taxes for periods that do not coincide with a Lease Year shall be apportioned between the Lease Years in which the tax payments are payable by Tenant under this Section. Notwithstanding anything to the contrary contained herein, (i) if any tax may be payable over a term of years, Landlord will exercise its right to make payments over such term of years, and Tenant shall only be obligated to pay the portion of any such tax that falls due during the term of this Lease and (ii) if applicable, any tax shall be amortized over the useful life of the applicable improvement or betterment and Tenant shall only be obligated to pay the amortized amount falling due during the term of this Lease.

(b) Landlord shall forward all notices concerning tax assessments, changes in assessments, tax rates and changes, and tax bills (collectively, "Tax Bills") to Tenant and shall supply Tenant with copies of all Tax Bills within ten (10) days of receipt by Landlord and Tenant shall within ten (10) days pay the sum due directly to the taxing authority with a copy of the transmittal to Landlord.

(c) Tenant or its designees shall have the right to contest or review all real estate taxes by legal proceedings or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord). Landlord shall execute and deliver to Tenant whatever documents may be necessary or proper for Tenant to contest the taxes, or which may be necessary to secure payment of any refund which may result from such proceedings, and Landlord hereby appoints Tenant as its attorney-in-fact to execute such documents. Notwithstanding the foregoing, Tenant shall promptly pay all real estate taxes if at any time the Leased Premises or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability, arising out of the nonpayment thereof. The legal proceedings referred to in this subparagraph (e) shall include appropriate proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation, or discharge, Tenant shall pay the amount finally levied or assessed against the Leased Premises or adjudicated to be due and payable on any such contested real estate taxes.

(d) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the real estate taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord shall, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will

pay over to Tenant such refund or rebate as received by Landlord.

(e) For the purposes of this section, the term real estate tax shall include all real estate taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be levied or imposed or arise in connection with the use, occupancy or possession of, or grow due and payable out of, or for the Leased Premises or any part thereof or any land, buildings or other improvements thereon.

12. **UTILITY CHARGES.** Beginning on the Lease Commencement Date, Tenant shall pay all rents and charges for water and sewer services and all costs and charges for gas, heat, light, electricity, power, telephone and any other utility or service used or consumed by Tenant.

13. **GOVERNMENT REGULATION.**

At Tenant's expense, Tenant will comply with all laws, rules, regulations, decisions, codes, orders or ordinances of any federal, state or municipal government, or their appropriate regulatory agencies, now in force during the term of this Lease or which may hereafter be in force, relating to the carrying on of Tenant's business on the Leased Premises.

14. **SUBORDINATION AND NON-DISTURBANCE.** Subject to Tenant's receipt of a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement from any future mortgagee this Lease is and shall be subject and subordinate to any mortgage, or similar instrument (a "mortgage"), and all renewals and modifications thereof that may now or hereafter affect the Leased Premises or any part thereof.

15. **REPRESENTATIONS.** Landlord represents and warrants that: (a) Landlord has the full right, power, and authority to enter into this Lease and to perform its covenants for the entire tenancy created hereby; (b) if not a natural person, Landlord is duly organized or formed and in good standing under the laws of the state of New Jersey and (c) the undersigned is duly authorized to execute and deliver this Lease, and all necessary action to authorize the execution and delivery of this Lease has been properly taken.

16. **REPAIRS AND MAINTENANCE.** Tenant covenants and agrees to be solely responsible to keep and maintain in good order, condition, maintenance and repair the entire Leased Premises and every part thereof at its sole cost and expense (including without limitation snow removal and landscaping) during the term of this Lease and until the expiration or earlier termination of same. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord (except that for emergency repairs, Landlord shall be required only to give the best notice possible under the circumstances), Landlord may at its option make such repairs, without liability to Tenant for any loss or damage which may result to its business by reason of such repair, and Tenant shall pay to Landlord, upon demand, as additional rental hereunder, the cost of such repairs, plus interest at the Default Rate (hereafter defined) from the date of the payment by Landlord until repaid by Tenant. Except as herein provided, Landlord shall have no obligation to repair, maintain, alter, replace or modify the Leased Premises or any part thereof, or any system thereof or any other mechanical installation therein.

17. EMINENT DOMAIN.

In the event that the Leased Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the parts so taken, terminate as of the date title shall vest in the condemner, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire Leased Premises is taken. In either event the Tenant waives all claims against the Landlord by reason of the complete or partial taking of the Leased Premises. To the extent necessary to protect Tenant's rights, as determined by Tenant's sole discretion, Landlord shall permit Tenant to contest any condemnation proceeding on behalf of Tenant or Landlord. Provided that, Tenant shall not be entitled to pursue and claim the assertion and collection of which would reduce the award to which the Landlord would otherwise be entitled to collect.

18. ASSIGNMENT AND SUBLET.

(a) Tenant may not assign this Lease to a non-affiliate (in whole or in part and whether by operation of law or otherwise), mortgage or otherwise encumber this Lease (in whole or in part), or sublease all or any part of the Leased Premises without first obtaining Landlord's written consent, unless any such assignee can provide financial statements evidencing at least \$4,000,000 in liquid assets. Tenant may assign this Lease to an affiliate of the Tenant, provided that Tenant shall nevertheless remain liable and shall not be released and relieved from further liability hereunder unless separately agreed to by Landlord in writing. In the event Tenant is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of such corporation or limited liability company or any pledge of, or any issue, sale or other transfer of a controlling percentage of the corporate stock or membership interest of Tenant (whether in a single transaction or cumulatively), or any transfer or change in control of such corporation or limited liability company, shall constitute an assignment of this Lease for all purposes of this section. The term "controlling percentage", as used herein, shall mean the ownership of stock or membership interest possessing, or having the right of exercise of at least fifty-one percent (51%) of the total combined voting power of all the classes of issued and outstanding stock or membership interest of such corporation or limited liability company entitled to vote for the election of directors or managers, whether such ownership be direct ownership, or indirect ownership through ownership of stock of another corporation or membership interest in another limited liability company. This Section shall not apply whenever Tenant is a corporation or limited liability company, the outstanding voting stock or membership interest of which is listed on a recognized security exchange.

(b) In the event Landlord consent to an assignment Tenant shall nevertheless remain liable and shall not be released and relieved from further liability hereunder unless separately agreed to by Landlord in writing.

19. LANDLORD'S RIGHTS TO PERFORM TENANT'S COVENANTS. If Tenant shall fail to perform any of the acts agreed to be performed by Tenant within the grace periods provided herein, then Landlord may perform the said acts or cause the same to be performed and the amount so paid or expended by Landlord with interest thereon at the rate equal to the prime rate of Citizens Bank, plus three percent (3%), as such may change from time to time ("Default Rate") (or the highest rate, up to said rate, permitted by law) shall be added and to be payable forthwith to Landlord as additional rent hereunder. "Citizens Bank" shall mean Citizens Bank, N.A. and any successor and in its absence a commercially reasonable substitute bank or index as determined by Landlord.

20. DEFAULT OF TENANT.

(a) Subject to the notice and cure provisions of this Paragraph, in the event Tenant shall, at any time, be in default in the payment of minimum rent or additional rent herein reserved, or of any other sum required to be paid by Tenant under this Lease, or in the performance of or compliance with any of the material terms, covenants, conditions or provisions of this Lease, or if Tenant shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or shall file a bill in equity or otherwise initiate proceedings for the appointment of a receiver of Tenant's assets, or shall file any proceedings in bankruptcy or for reorganization or any similar arrangement under any federal or state law, or if any proceedings in bankruptcy or for the appointment of a receiver shall be instituted by any creditor of Tenant under any state or federal law, or if Tenant is levied upon, or if there shall occur a dissolution, statutory reorganization or merger of Tenant, or if Tenant shall vacate or desert the Leased Premises, then an event of default shall be deemed to have occurred under this Lease.

(b) If an event of default shall occur, in addition to any other rights or remedies Landlord may have under this Lease and at law or in equity, Landlord shall have the following rights unless and until such default is cured:

(i) To accelerate the whole or any part of the minimum rent and additional rent (sometimes collectively referred to in this Section as "Rent") and other charges, payments, costs and expenses herein agreed to be paid by Tenant for the entire unexpired balance of the term of this Lease, and any Rent, other charges, payments, costs and expenses if so accelerated, in addition to any and all installments of rent already due and payable and in arrears, and any other charge, expense or cost herein agreed to be paid by Tenant, shall be due and payable and in arrears as if by the terms of this Lease such were on that date payable in advance; and/or

(ii) To enter the Leased Premises pursuant to a writ of execution to levy upon and sell of the goods, chattels and personal property there found, and Tenant shall pay all costs and officers' commissions, to the sheriff or constable or other person making the levy and in such case all costs, officers commissions and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made, after the issuance of a warrant of distress, shall not be sufficient to satisfy the claim of the Landlord.

(iii) To re-enter the Leased Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefore, and repossess and enjoy the Leased Premises, together with all alterations, fixtures, signs and other installations of Tenant. Upon recovering possession of the Leased Premises by reason of or based upon or arising out of a default on the part of Tenant, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and as may be necessary in order to relet the Leased Premises and relet the Leased Premises or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and at such rent or rents and upon such other terms and conditions as in Landlord's sole discretion may seem advisable and to such person or persons as may in Landlord's discretion seem best; upon each such reletting all rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord: second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and all costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any shall be held by Landlord and applied in payment of future rent as it may become due and payable hereunder. If such rent received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder,

Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises or the making of alterations and or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Leased Premises or, in the event that the Leased Premises or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord Tenant's and their agent to collect the rents due and to become due under all subleases of the Leased Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iv) To terminate this Lease and the term hereby created without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken. No such termination of this Lease shall be deemed an election by Landlord to release Tenant from liability under this Lease, unless written notice of such release shall have been given to Tenant. In the event Landlord elects to terminate this Lease and Tenant's liability hereunder, Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at the time of such termination, damages for Tenant's default in an amount equal to the amount of the rent reserved for the balance of the term of this Lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant, all discounted at the rate of four percent (4%) per annum to their then present worth, less the fair rental value of the Leased Premises for the remainder of said term, also discounted at the rate of four percent (4%) annum to its then present worth, all of which amount shall be immediately due and payable from Tenant to Landlord.

(c) Landlord shall not exercise any right or remedy provided for herein, because of any default hereunder unless, with respect to any money payment, Tenant shall have received from Landlord written notice of Tenant's failure to make such payment and Tenant shall thereafter fail to make such payment within a period of seven (7) days, and unless, with respect to the obligations of Tenant other than the payment of money, Tenant shall have received notice from Landlord of Tenant's failure to fulfill each obligation and Tenant shall fail within a period of ten (10) days thereafter to perform such obligation or if such obligation is of such nature as not to be performable within said ten (10) day period, Tenant shall have failed within said period to begin and actively and diligently prosecute the performance of such obligation.

(d) Notwithstanding the above, if payment of any charges is not received on or before five days after the payment date or in the event a check is returned as a result of insufficient funds, a charge of five percent (5%) of the amount outstanding (or the highest percentage amount allowed by governmental authorities, if such is lower) shall be payable by Tenant as a late charge and, at Landlord's option, all subsequent payments due from Tenant hereunder shall be made by cash, bank draft, certified check, money order or electronic funds transfer directly to the order of Landlord, its managing agent or designee. The late charge shall be a minimum charge and shall not be prorated. The charge or collection of the late charge shall not waive any other rights of Landlord. In addition, any sums not paid when due shall bear interest until paid at the Default Rate.

(e) If Landlord retains the services of an attorney due to any default of Tenant in its obligations under this Lease, Tenant shall reimburse Landlord and shall be responsible to pay to

Landlord, Landlord's reasonable attorney's fees and costs incurred. The contractual right to attorney's fees described herein shall continue post-petition and post confirmation in the event of a bankruptcy filing by or against Tenant.

21. PARTIES. All rights and liabilities herein given to, or imposed upon, the respective parties hereto, shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties.

22. ASSIGNMENT BY LANDLORD; CHANGE IN OWNERSHIP. In the event Landlord sells, transfers, conveys or otherwise assigns its ownership rights in and to the Leased Premises (a "Transfer"), Landlord shall notify Tenant in writing of such Transfer. In the event of the voluntary transfer of such ownership or right to a successor-in-interest of landlord, Landlord shall be freed and relieved of all liability and obligations hereunder which shall thereafter accrue, and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of the Landlord hereunder which shall thereafter accrue.

23. NOTICE. All notices required to be sent under this Lease shall be in writing and shall be deemed to have been duly given or made as of (i) the date delivered if personally delivered, (ii) the date sent if mailed by registered or certified mail (postage prepaid, return receipt requested) or overnight carrier or (iii) the date received if transmitted by fax machine or e-mail to the other party as evidenced by a fax confirmation or an e-mail delivery receipt, in all cases to the respective parties addressed as follows (or to such other address as either party shall later designate by written notice to the other):

If intended for Tenant:
National Energy Partners LLC
c/o Jeremy Conner
701 Cooper Road, Suite 9
Voorhees, NJ 08043
jconner@nepsolar.com

If intended for Landlord:
Patsaros Excavating & Demolition, Inc.
c/o Efthimios Tsiknakis
7 Hanson Drive
Columbus NJ 08022

With a required copy to:
Jonathan Roth Esquire
General Counsel
701 Cooper Road, Suite 9
Voorhees, NJ 08043
jroth@nepsolar.com

With a required copy to:
Thomas J. Scattergood, Esquire
The Scattergood Law Firm, LLC
P.O. Box 309
Burlington, NJ 08016

Notwithstanding the foregoing, all default and termination notices shall also be given by U.S. certified mail return receipt requested or by a nationally recognized overnight courier. Notices may be given by an attorney representing the party giving such notice. Following any assignment, if Tenant is not released from liability under this Lease Tenant shall be entitled to copies of all notices given under this Section 23.

24. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease.

25. BROKER'S COMMISSION. Landlord and Tenant represent to each other that neither of them have dealt with any real estate broker in connection with this transaction, that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and Landlord and Tenant shall indemnify, defend and save harmless the other from and against all claims for any such charges or commissions made by anyone.

26. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to whom it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

27. RECORDING. This Lease shall not be recorded.

28. NO AGENCY. Nothing contained herein shall be deemed by the parties hereto, or by any third party, as creating a relationship of principal and agent, or of partnership, or of joint venture between the parties. Neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties shall create any relationship between the parties except the relationship of landlord and tenant.

29. ESTOPPEL. Each party agrees at any time and from time to time, not later than twenty (20) days following written request by the other party, to execute, acknowledge and deliver to the requesting party a statement in writing directed to such party as is directed by the requesting party certifying that: (i) this Lease is unmodified and is in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications); (ii) that to the actual knowledge of the certifying party, there have been no defaults thereunder by the requesting party (or if there have been defaults, setting forth the nature thereof); (iii) the date to which the Rent and other charges have been paid, in advance, if any; and (iv) the amount of Rent and other charges then being paid pursuant to the terms hereof. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of all or any portion of Landlord's interest herein, or mortgagee of all or any portion of Tenant's interest herein or any permitted assignee of Tenant's interest hereunder.

30. INSURANCE.

(a) Beginning on the Effective Date, Tenant shall maintain and keep in effect throughout the term of this Lease insurance on an occurrence basis against claims for personal injury (including death) and property damage arising from occurrences on or in the Leased Premises, with broad form contractual liability coverage, under a policy or policies of commercial general liability insurance, with such limits as may be reasonably determined by Tenant from time to time, naming Landlord as an additional insured, but not less than One Million Dollars (\$1,000,000) per occurrence.

(b) Beginning on the Lease Commencement Date, Tenant shall keep the Tenant Improvements insured against loss or damage by fire and the other perils covered under a standard "All Risk" or "Special

Form" policy of insurance, insuring loss or damage to the Tenant Improvements in the amount of the full replacement value of the Tenant Improvements.

(c) At any time construction is conducted by Tenant on the Leased Premises, Tenant shall maintain, or cause to be maintained, by its general contractor, builders risk insurance or its equivalent on a so-called "all risk basis" (including collapse) on a completed value (non-reporting) form for full replacement value covering the interest of Tenant, its contractors and subcontractors in all work incorporated into the Tenant Improvements and all materials to be incorporated therein. Tenant shall name, or cause its general contractor to name, Landlord as an additional insured under the policies required by this Section 29.

(d) (i) Landlord hereby releases Tenant, to the extent of its insurance coverage from any and all liability, for any loss or damage caused by fire or any of the extended coverage casualties, provided, however, that this release shall be in force and effect only to the extent that loss or damage occurs during such time as Landlord's policies of fire and extended coverage insurance permit such release to be given without affecting said policies or the right of Landlord to recover thereunder.

(ii) Tenant hereby releases Landlord, to the extent of its insurance coverage from any and all liability, for any loss or damage caused by fire or any of the extended coverage casualties, provided, however, that this release shall be in force and effect only to the extent that loss or damage occurs during such time as Tenant's policies of fire and extended coverage insurance permit such releases to be given without affecting said policies or the right of Tenant to recover thereunder.

31. **CONFIDENTIALITY.** Landlord and Tenant acknowledge that the parties have a confidential relationship and that this Lease, the terms contained herein, and other information delivered in connection with this Lease are confidential information and shall remain confidential and proprietary to Landlord and Tenant.

32. **MUTUAL INDEMNIFICATION.** Tenant shall indemnify Landlord against, and hold Landlord harmless from, all claims, liabilities, demands or causes of action, including all reasonable expenses incidental thereto, for damage to property or injury to or death of any person arising on the Leased Premises and caused by Tenant's negligent act or omission of the negligent act or omission of Tenant's employee or agent. The liability of Tenant to indemnify Landlord as herein set forth shall not extend to any matter against which Landlord shall be effectively protected by insurance that is required to be maintained by Landlord under this Lease, provided, however, that if any such liability shall exceed the amount of the effective and collectible insurance in question, such liability of Tenant shall apply to such excess.

Landlord shall indemnify Tenant against, and hold Tenant harmless from, all claims, liabilities, demands or causes of action, including all reasonable expenses incidental thereto, for damage to property or injury to or death of any person arising on the Leased Premises and caused by Landlord's negligent act or omission of the negligent act or omission of Landlord's employee or agent. The liability of Landlord to indemnify Tenant as herein set forth shall not extend to any matter against which Tenant shall be effectively protected by insurance that is required to be maintained by Tenant under this Lease, provided, however, that if any such liability shall exceed the amount of the effective and collectible insurance in question, such liability of Landlord shall apply to such excess.

The indemnities contained in this Section shall survive the expiration or termination of this Lease and are not intended to apply to and shall not be construed to apply to environmental claims or liabilities, which

are addressed separately in Section 10 hereof.

33. **TRADE FIXTURES AND PERSONAL PROPERTY.** Provided Tenant shall not be in default under this Lease, all trade fixtures and apparatus installed by Tenant at the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or sooner termination of the term of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under any covenant or agreement contained herein, and provided, further, that in the event of such removal Tenant shall promptly restore the Leased Premises to the same order and condition as existed prior to the installation of such trade fixtures. Any trade fixtures or personal property which shall remain in the Leased Premises or any part thereof after the expiration or earlier termination of this Lease shall be deemed to have been abandoned and either may be retained by Landlord as Landlord's property or may be disposed of in such manner as Landlord may see fit. If such personal property or any part thereof shall be sold by Landlord, Landlord may receive and retain the proceeds of such sale(s) as Landlord's property. Notwithstanding the foregoing, upon such expiration or sooner termination of the term of this Lease or any renewal or extension thereof, Landlord shall have the right to require Tenant to remove such trade fixtures or personal property by written notice to Tenant within ten (10) days after expiration or earlier termination of the Lease and upon Tenant's failure to effect such removal, Landlord shall have the right to do so, charging to Tenant, as additional rent hereunder, the cost of such removal, required repairs to the Leased Premises necessitated thereby and storage charges incurred by Landlord with respect to said property, if any.

34. **LANDLORD'S RIGHTS.** Tenant covenants and agrees that Landlord shall have the right to do the following things and matters in and about the Leased Premises:

(a) At all reasonable times by himself or its duly authorized agents to go upon and inspect the Leased Premises and every part thereof, and/or at his option to make repairs, alterations and additions to the Leased Premises or the building of which the Leased Premises is a part, provided that Landlord shall not make repairs, alterations or additions to the solar energy constructed as part of Tenant's Use. Notwithstanding the foregoing, if during the course of any such inspection or otherwise, Landlord determines or is advised that any electrical, plumbing or construction work at the Leased Premises is not code compliant, Landlord shall have the right to provide Tenant with written notice to correct the defective work. If such repairs, replacements or other action required to be made or taken by Tenant as a result thereof are not made or taken within 10 days after such written notice is delivered to Tenant by Landlord, Landlord may, at its option, make such repairs or replacements or take such action without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, replacements or actions and Tenant shall pay to Landlord immediately upon demand, as additional rent hereunder, the cost of such repairs, replacements or actions with interest at the Default Rate from the date of commencement of such repairs, replacements or other actions until repayment.

(b) To display upon the Leased Premises a "For Sale" sign at any time, and also, after notice from either party of intention to terminate this Lease, or (i) at any time within six (6) months prior to the expiration of this Lease or (ii) upon the occurrence of a default under this Lease by Tenant, a "For Rent" sign or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the Leased Premises as Landlord may elect and may contain such matters as Landlord shall require. Prospective purchasers or tenants authorized by Landlord may inspect the Leased Premises at reasonable hours at any time. In addition, Landlord reserves the right during the last year of any Lease term (provided Tenant has not exercised any option to renew) to place governmental placards on the front window or door of the Leased Premises in connection with applications initiated by a new tenant of the Leased Premises.

35. FIRE OR CASUALTY.

(a) In the event that the Leased Premises is damaged by fire or other casualty this Lease shall not terminate and Tenant shall restore the same with reasonable promptness.

36. CONSTRUCTION LIENS. If any construction or materialman's lien shall at any time be filed against the Leased Premises or any part thereof, or any encumbrance, charge, mortgage, title retention or security agreement be filed against the Leased Premises or any part thereof, by reason of any work, labor or services, or materials or equipment furnished to or for Tenant, Tenant within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any of the foregoing to be discharged within said period then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor, and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the legal rate then obtaining from the respective dates of Landlord's making of the payment or incurring of the costs and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid to Landlord by Tenant on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, sub-contractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises or any part thereof.

37. MISCELLANEOUS.

The parties agree that this Lease may be transmitted between them by DocuSign or other electronic means. The parties intend that electronic signatures constitute original signatures and that a faxed Lease containing the signature (original or electronic) of all the parties is binding on the parties.

(a) This Lease may be signed in one or more counterparts, each of which will constitute an original and all of which together shall comprise the entire Lease. The parties mutually participated in the drafting of this Lease and no rules of construction against the drafter of this Lease shall apply in any interpretation or enforcement of this Lease or any documents executed pursuant hereto.

(b) This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Leased Premises is located.

(c) Except as may otherwise be expressly provided, there shall be no further liability hereunder between the parties upon the termination of this Lease, except for liabilities arising prior to the date of such termination.

(d) If any provision of this Lease is held invalid or unenforceable in any jurisdiction, such provision, shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Lease.

(e) Any time period provided for in this Lease which ends on a Saturday, Sunday or Federal Banking holiday shall extend to 5:00 P.M. (EST) on the next day that is not either a Saturday, Sunday or Federal Banking holiday.

(f) Time is of the essence of this Lease.

(g) THE UNDERSIGNED AND THEIR REPRESENTATIVES, SUCCESSORS AND ASSIGNS EACH KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

38. **ENTIRE AGREEMENT.** This Lease, and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises. There are no covenants, promises, agreements, conditions or understandings, either written or oral, between the parties other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

39. **DELIVERY FOR EXAMINATION.** DELIVERY OF THE LEASE TO TENANT SHALL NOT BIND LANDLORD IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT.

40. **OFAC CERTIFICATION.**

(a) Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(b) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

(c) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF the parties hereto have caused this Lease Agreement to be executed the dates set forth below.


TENANT

NATIONAL ENERGY PARTNERS, LLC

BY:  _____
0BC3E5FBBD447A...
Jeremy Conner, CEO

LANDLORD

PATSAROS EXCAVATING & DEMOLITION, INC.

BY:  _____
Michael A. Patsaros, President

ATTESTED:

BY:  _____
Stella S. Tsiknakis, Secretary

**EXHIBIT A:
LEGAL DESCRIPTION**

All those certain lots, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Burlington, County of Burlington, and State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the line of lands now or formerly of Alexander Talley distant 732.28 feet measured on a course of South 71 degrees 18 minutes East from a point in the middle of Oxmead Road, said point being the dividing line between Tax Lot 7.01 and 8 in Block 139 as shown on Sheet 26 of the Burlington Township tax map and running thence

- 1) South 8 degrees 40 minutes West two chains and thirty two links (153.1024 feet) to a stone corner now or formerly of George Myers; thence
- 2) Along said Myers, South 69 degrees and 30 minutes East a distance of 13 chains and 65 links (90.8642 feet) to a stone in land now or formerly of William Carlisle; thence
- 3) Along said Carlisle's line North 09 degrees 45 minutes West a distance of 9 chains and 70 links (640.1614 feet) to a stone corner to lands formerly of Harrison Anderson and later George E. Norcross; thence
- 4) South 41 degrees 45 minutes West a distance of 6 chains 56 links (432.9291 feet) to a stone corner; thence
- 5) North 69 degrees 30 minutes West a distance of 6 chains and 91 links (456.0098 feet) to the point and place of **BEGINNING**.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING PARCEL CONVEYED TO THE TOWNSHIP OF BURLINGTON FOR ROAD RELOCATION AND WIDENING:

BEGINNING at a point in the line of Lot 7.01, Block 139 of the Tax Map for the Township of Burlington, known formerly as Masonic Charity Foundation of New Jersey, said point also being in the existing line of Oxmead Road and from said beginning point extends along said Block 139, Lot 8:

- 1) South 85 degrees 29 minutes 47 seconds East a distance of 16.84 feet to a point on a line parallel to and distant 16.5 feet from the existing line of Oxmead Road; thence
- 2) South 07 degrees 00 minutes 09 seconds East a distance of 152.57 feet to a point common to lot 9; thence
- 3) North 85 degrees 29 minutes 47 seconds West a distance of 16.84 feet to a point; thence
- 4) North 07 degrees 00 minutes 09 seconds West a distance of 152.57 feet to the point and place of **BEGINNING**.

FOR INFORMATION PURPOSES ONLY:

Being Lot 8 in Block 139 as shown on the tax map of the Township of Burlington, County of Burlington and the State of New Jersey. The above legal description does not necessarily match the tax map for insurance purposes.

USPS Mailing Address: 1051 Oxmead Road, Burlington, NJ 08016-4201.

Updated 10/11/16

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

PERMIT READINESS CHECKLIST

FOR PCER OFFICE USE ONLY

DATE RECEIVED ____

PRC ID NUMBER ____

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

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

A. GENERAL INFORMATION

1. Name of Proposed Project 1051 Oxmead Rd Solar Project
2. Consultant/Contact Information (if any)
3. Name/Address of Prospective Applicant: Jeremy Conner
Address/tel./fax: 1103 Laurel Oak Rd Suite 160 Voorhees NJ 08043 856-287-6105
Company Name: National Energy Partners
Address/tel./fax ____
4. Does the project have any existing NJDEP ID#s assigned? i.e., Case number, Program Interest (PI)#, Program ID#?

B. PROPOSED PROJECT LOCATION

Street Address/munic. 1051 Oxmead Road
County Burlington Zip Code 08016
Block No. 139 Lot No. 8
X Coordinate in State Plane (project centroid) 401,001.16

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

Y Coordinate in State Plane (project centroid) 446,911.27

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: New Construction ___ Brownfield Redevelop. ___
Alternative Energy X Other (Please describe) ___
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: ASAP
 - b) Funding Source: Is any Federal Funding being used for this project? N/A
State Funding over 1 million dollars? ___
Is funding secured at this time? ___ Is funding conditional? ___ If so, on what? ___
 - c) Is the project contingent on receiving the identified funding? N/A
If yes, explain ___
 - d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). Not sure?

2. For additional guidance on Department permits, please refer to the Permit Identification Form (PIF) which will be forwarded upon request. The PIF does not need to be filled out or submitted to the Department.
 - a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? N/A
 - 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 N/A
 - 2) Highlands Consistency N/A
 - 3) Wetland Delineation (LOI) N/A
 - 4) Tidelands Conveyance N/A
 - 5) Flood Hazard Jurisdiction or determinations N/A
 - 6) Water Allocation N/A
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome N/A
 - 8) Landfill Disruption Approval N/A
 - 9) Landfill Closure Plan N/A
 - 10) Other N/A

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

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

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

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

WATER AND WASTE WATER INFORMATION

DEP Safe Drinking Water Program (609) 292-5550

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

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

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

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

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

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

Does the project have an approved Safe Drinking Water main extension permit? N/A

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

Fax Number: (609) 292-1921

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

⁴ NJGIS information

DEP Water Allocation Program (609) 292-2957

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

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

Is the project located within an area of critical water supply concern? N/A

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

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

WATER POLLUTION MANAGEMENT ELEMENT

DIVISION OF WATER QUALITY

Non-Point Pollution Control (609) 292-0407

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

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

Groundwater Section (609) 292-0407

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

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

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

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

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

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

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

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

3. Will the project/facility involve the discharge to groundwater by any of the following activities or structures, or include as part of the design any of these activities or structures? N/A

Please indicate which:

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

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

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

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

Does your project involve 50 or more realty improvements? N/A

DEP Pretreatment and Residuals program (609) 633-3823

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

If yes, name of POTW: _____

Volume of wastewater (gpd): _____

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

Stormwater Program (609) 633-7021

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

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

Will your site activity disturb more than one acre? N/A

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

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

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

Surface Water Permitting (609) 292-4860

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

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

If yes, state the name of the proposed receiving stream N/A

Describe the proposed discharge of wastewater to Surface Water N/A

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

MUNICIPAL FINANCE AND CONSTRUCTION ELEMENT

Treatment Works Approvals (609) 984-4429

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

Will this project include the construction, expansion or upgrade of a domestic or industrial wastewater treatment facility or an off-site subsurface disposal system that generates more than 2,000 gallons per day? N/A If yes, explain _____

Will the project result in a construction design of more than 8000 gallons of water discharge per day? N/A

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

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

Sewer Service

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

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

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

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

Will an amendment to the existing WQMP be required to accommodate this project? N/A

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

What is the volume of wastewater that will be generated by the project? N/A

DEP Land Use Regulation (609) 777-0454

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

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

Water courses (streams) _____

State Open Waters? N/A

Freshwater Wetlands and/or freshwater wetland transition areas? _____

Flood Hazard areas and/or riparian buffers _____

Waterfront development areas N/A

Tidally Flowed Areas N/A

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

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

DEP NATURAL AND HISTORIC RESOURCES

Green Acres Program (609) 984-0631

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

Does the project require a diversion of State property or parkland, lease of same, lifting of a Green Acres of Land Use deed restriction, or work within an existing easement? N/A Will any activity occur on State owned lands? N/A If so please describe. N/A

Does the project require a diversion of property funded with federal Land and Water Conservation Funding? _____. If so, please describe _____.

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

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

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

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

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

Forest clearing activities/No Net Loss Reforestation Act

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

If so, how many acres? N/A

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

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

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

If so, please describe. _____

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

Is the site a Historic Site or district on or eligible for the State or National registry? N/A
Will there be impacts to buildings over 50 years old? N/A
Are there known or mapped archeological resources on the site? N/A

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

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

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

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

Threatened and Endangered Species Program

Are there records of any Threatened and Endangered species, plant, or animal in this project area? N/A
Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? N/A

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

Office of Brownfield Reuse (609) 292-1251

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

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

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

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

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

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

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

Dredging and Sediment Technology (609) 292-1250

Does the project involve dredging or disposing of dredge materials? N/A

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

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

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

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

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

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

AIR QUALITY PERMITTING PROGRAM

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

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

Does the project require Air Preconstruction permits per N.J.A.C. 7.27-8.2©1? N/A

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

Will the project result in a significant increase in emissions of any air contaminant for which the area is nonattainment with the national ambient air quality standards (all of NJ for VOC and NOx; 13 counties for fine particulates), thereby triggering the Emission Offset Rule at NJAC7:27-18? N/A

Will the project emit group 1 or 2 TXS toxic substances listed in NJAC 7:27-17? N/A

Will the project emit hazardous air pollutants above reporting thresholds in NJAC7:27 8, Appendix 1?
N/A

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

RADIATION PROTECTION AND RELEASE PREVENTION (609) 984-5636

www.state.nj.us/dep/rpp

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

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

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

www.nj.gov/dep/rpp

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

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

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

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

Bureau of Energy and Sustainability (609)633-0538

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

GREEN DESIGN (609) 777-4211

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

Yes _____ No _____

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

New Jersey Green Building Manual? _____
<http://greenmanual.rutgers.edu/>

US Green Building Council's LEED (Leadership in Energy and Environmental Design)? _____
<http://www.usgbc.org/>

ASHRAE Standard 189.1? _____
<http://www.ashare.org/publications/page/927>

National Green Building Standard ICC 700-2008? _____
<http://www.nahbgreen.org>

USEPA's ENERGY STAR? _____
http://www.energystar.gov/index.cfm?c=business.bus_index

INNOVATIVE TECHNOLOGY (609) 292-0125

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

Is this technology used for manufacturing alternative fuels? Y N

- If yes, what is the non-fossil feedstock(s) used for manufacturing the fuels?
 Biomass Municipal Solid Waste Other Non-Fossil Feedstocks

-What will be the primary use of the manufactured alternative fuels?
 CHP System Micro Turbine Fuel Cells

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

Energy Site Remediation Drinking Water Wastewater

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

Solar Wind Tidal/Wave Hydroelectric Geothermal

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

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

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

- If yes, please provide location _____

DEP COMPLIANCE AND ENFORCEMENT

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

If yes, please identify the case, case manager, program, and phone number. N/A

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

COMMUNITY ENGAGEMENT (609)292-2908

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

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

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

GENERAL

Is the project subject to:

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

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

D&R Canal Commission Standards N/A
<http://www.dandrcanal.com/drcc/maps.html>

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

US Army Corp of Engineers review? N/A



Michael Rink <mrink@nepsolar.com>

Updated - Permit Readiness Checklist & Supporting Documentation for 1051 Oxmead Rd Solar Project for the NJ Community Solar Pilot Program

1 message

Brunatti, Megan <Megan.Brunatti@dep.nj.gov>
To: Michael Rink <mrink@nepsolar.com>, "Foster, Ruth" <Ruth.Foster@dep.nj.gov>
Cc: Jeremy Conner <jconner@nepsolar.com>

Wed, Jun 5, 2019 at 3:55 PM

Michael,

Please see below for updated comments. My previous email omitted those from the Division of Fish & Wildlife.

Megan Brunatti, Program Manager
Office of Permit Coordination & Environmental Review
New Jersey Department of Environmental Protection
(609)292-3600
megan.brunatti@dep.nj.gov
Website: <http://www.nj.gov/dep/pcer>



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From: Brunatti, Megan
Sent: Wednesday, June 5, 2019 3:50 PM
To: Michael Rink <mrink@nepsolar.com>; Foster, Ruth <Ruth.Foster@dep.nj.gov>
Cc: Jeremy Conner <jconner@nepsolar.com>
Subject: RE: [EXTERNAL] Permit Readiness Checklist & Supporting Documentation for 1051 Oxmead Rd Solar Project for the NJ Community Solar Pilot Program

Good Afternoon Michael,

The Office of Permit Coordination and Environmental Review (PCER) distributed project information to various programs within the Department for the proposed Community Solar project located at [1051 Oxmead Rd](#) in Burlington, Burlington County. Below are preliminary comments of possible permits and action items this project may require (but not limited to) based on the information that was submitted on May 6, 2019: ** this is neither a comprehensive nor a technical summary **

Land Use : Natalie Young: Natalie.Young@dep.nj.gov or (609)984-6216

* After reviewing the submitted information, it does not appear that the proposed project is located within any floodplains, riparian zones, freshwater wetlands, or transition areas. Therefore, it does not look like the project would need either a Flood Hazard Permit or a Freshwater Wetlands Permit. The applicant may choose to apply for a Freshwater Wetlands Letter of Interpretation (LOI) from our office if they would like the extent of freshwater wetlands and transition areas verified on the property.

Fish and Wildlife: Kelly Davis: Kelly.Davis@dep.nj.gov or (908) 236-2118

*Species Occurrence Area (v11b) and Landscape mapping (v3.3) indicates habitats valued for, and possible occurrences of Threatened / Endangered (T / E) and "Species of Concern" within the expected area of impact. (**Barred Owl**).

DFW would recommend a seasonal restriction from 3/1 – 8/31 for tree or shrub removal to prevent\avoid taking of active nests with eggs or unfledged chicks of non-game migratory birds to address concerns covered under the NJ Endangered & Non-game Species Conservation Act.

Northern Long-eared Bat (Northern Myotis) (NLEB) is Federally - Threatened. NLEB are found state-wide.

Little Brown and Tri-color Bats are also "Candidate Species" for Federal listing and a seasonal restriction on the clearing of trees greater than 5 inches dbh from April 1 to September 30 within the geographic summer range of these bats should be considered.

County Soil Conservation District BMP's for prevention of sediment movement should be used at all times and maintained for function.

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

* The Community Solar Energy Pilot Program Application window opened April 9, 2019 and closes September 9, 2019 <https://www.bpu.state.nj.us/bpu/pdf/boardorders/2019/20190329/8E%20-%20Community%20Solar%20Energy%20Pilot%20Program%20Application%20Form.pdf>

* The proposed array is located on forested lands which are identified as “not preferred” per the Solar Siting Analysis for this parcel.

* Visit the BES solar siting webpage & NJ Community Solar Siting Tool <https://www.state.nj.us/dep/aqes/solar-siting.html>

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

-

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

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

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

Best Regards,

Megan

Megan Brunatti, Program Manager

Office of Permit Coordination & Environmental Review

New Jersey Department of Environmental Protection

(609)292-3600

megan.brunatti@dep.nj.gov

Website: <http://www.nj.gov/dep/pcer>



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From: Michael Rink <mrink@nepsolar.com>
Sent: Monday, May 6, 2019 10:23 AM
To: Foster, Ruth <Ruth.Foster@dep.nj.gov>; Brunatti, Megan <Megan.Brunatti@dep.nj.gov>
Cc: Jeremy Conner <jconner@nepsolar.com>
Subject: [EXTERNAL] Permit Readiness Checklist & Supporting Documentation for [1051 Oxmead Rd](#) Solar Project for the NJ Community Solar Pilot Program

Hi Ruth & Megan,

Attached is the Permit Readiness Checklist & Supporting documentation for [1051 Oxmead Rd](#) Solar Project, for the NJ Community Solar Pilot Program.

A hard copy will be in the mail today.

Please let us know if anything is missing?

Thank you,

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[Click Here For Portfolio](#)

Mike Rink
Sales Administrator
O: 856-273-5761 ext. 180
M: 856-200-6704

www.nepsolar.com



Coronavirus Update

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Save Energy and Money / Solar and Renewable Energy

Solar Power Suitability Map



PSE&G's electrical grid is made up of a number of individual electric circuits.

There is a limit to the amount of electricity - including the electricity generated by a net metered solar system - that an electric circuit can safely and reliably accommodate.

To see if the electric circuits around your project are suitable for new solar capacity, please enter the address where you want to install the solar system in the Search field on the Solar Power Suitability Map.

- Red represents area that have less than 100kW available.
- Yellow represents areas that have 100-1000kW available.
- Green represents areas that have over 1000kW available.

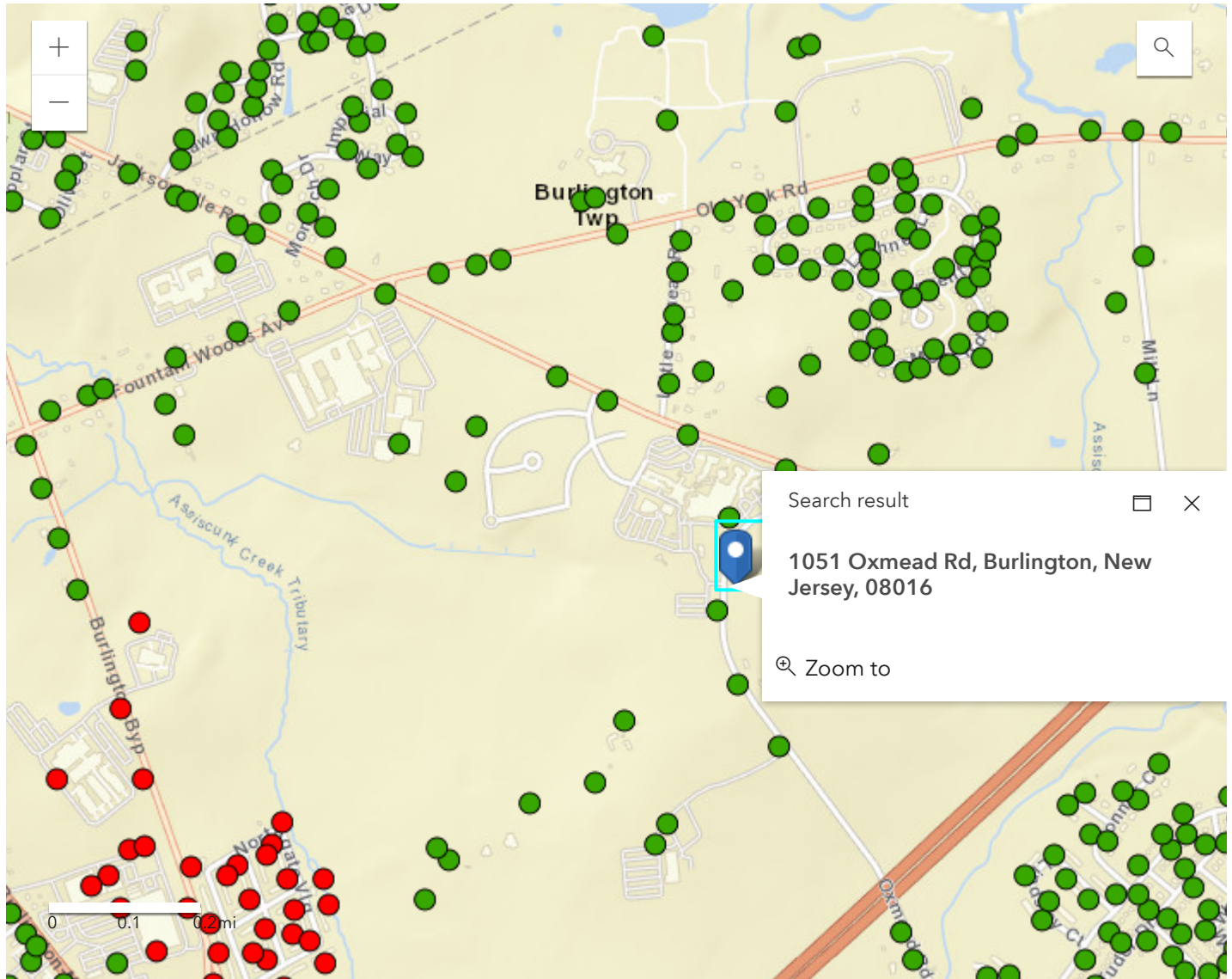
This map is for informational purposes only, please submit a formal application for an official response.

**Map works best with Google Chrome, Mozilla Firefox and Internet Explorer v8.0 and above browsers.*

Legend

SolarPowerSuitability

- >1000kW
- 100-1000kW
- < 100kW



Sign Up for EnergyLink

In addition to customer service information, our free monthly e-newsletter is full of tips to help you save energy and money, as well as keep you safe and comfortable.

PROJECT NAME:**Oxmead Solar Project****ASSUMPTIONS****System Inputs**

Mount Type	Type	Ground-mount
Racking System	Type	Fixed Tilt
Project Size (D	W_{DC}	2,070,000
Production Factor		1.38
Production	K_{WH}	2,856,600

Cost Build Up**Equipment**

Modules	$\$/W_{DC}$	0.370	\$	765,900
Inverters	$\$/W_{DC}$	0.060	\$	124,200
Racking (Ground Mount)	$\$/W_{DC}$	0.120	\$	248,400
Monitoring	$\$/W_{DC}$	0.020	\$	41,400
Fencing	$\$/W_{DC}$	0.040	\$	82,800

Construction

Engineering	$\$/W_{DC}$	0.060	\$	124,200
EPC	$\$/W_{DC}$	1.250	\$	2,587,500

Interconnection

Interconnection Fees	$\$/W_{DC}$	0.130	\$	269,100
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Development

Initial Cost for Customers	$\$/W_{DC}$	0.100	\$	207,000
Town Approvals	$\$/W_{DC}$	0.050	\$	103,500

Total CAPEX	$\$/W_{DC}$	2.200	\$	4,554,000
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PROJECT NAME:

Oxmead Solar Project

OVERHEAD ASSUMPTIONS

Employee Assumptions

Position	Hourly Rate	Hours	Total
Project Coordinator	\$ 34.00	360.00	\$ 12,240.00
Project Manager	\$ 48.00	120.00	\$ 5,760.00
Controller	\$ 41.00	72.00	\$ 2,952.00
General Counsel	\$ 77.00	40.00	\$ 3,080.00
Total			\$ 24,032.00

Other Costs

Item	Costs
Insurance	\$ 10,000.00
Software	\$ 1,000.00
Total	\$ 11,000.00

Total Overhead Costs

Item	Costs
Employee Costs	\$ 24,032.00
Other Costs	\$ 11,000.00
Total	\$ 35,032.00

**HOUSING AUTHORITY
OF THE
CITY OF BURLINGTON**

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800 WALNUT STREET
BURLINGTON, NJ 08016
www.burlingtonha.com

RICK IOVINE
EXECUTIVE DIRECTOR

PATRICIA DASHER-WILLIAMS
PUBLIC HOUSING MGR.

PHONE: 609-386-0246
FAX: 609-386-2465
TDD: 609-702-7744

Email: bhahud@erols.com

October 23, 2020

Jeremy Conner, CEO
National Energy Partners
700 Cooper Rd., Suite 9
Voorhees, NJ 08043

Re: Community Solar Support for Burlington NJ Solar Project

Dear Mr. Conner:

We are excited about the potential community solar project in Burlington, NJ. The Burlington Housing Authority supports renewable energy in the City of Burlington. If this project is approved by the NJ Board of Public Utilities, we would be interested in discussing the opportunity to purchase power from the system and hopefully develop a purchase agreement for the benefit of our residents.

Please keep me informed of the status of the project.

Sincerely,



Rick Iovine
Executive Director