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February 5, 2021

To: New Jersey Clean Energy Program via online portal submission.

On behalf of Consolidated Edison Development, Inc, the Project Owner and Developer and Pennoni, the Project Applicant, please accept this completed application for acceptance into the Community Solar Program Year 2, Application Period 1.

Brief Project Description: Proposed 5 MW Community Solar facility, Deptford Township, Gloucester County, NJ within the PSE&G EDC service territory.

The project sits on a former landfill property on Rt. 47 in Deptford Township, Gloucester County identified on the NJDEP records as the George Harvey SLF facility No. 69017

This project is the same project that was approved and became ready for construction under the PJM Queue designation X1-021 back in 2012 and was accepted into the SREC Registration program under Registration No. SRP21352.

The project was not built due to contractual issues between Pennoni and its EPC contractor which could not be resolved in time to meet the project milestones established in the PJM and NJ Clean Energy approvals and consequently was removed from the PJM Queue and the NJ Clean Energy rolls.

The project has been revised to reflect newer higher wattage solar panel sizes and current technology inverters and associated equipment resulting in a smaller facility footprint for the 5MW facility. All other facets of the project are the same as the original X1-021 Project. Besides being offered now as a Community Solar project the only changes have been the updated facility design and smaller footprint size along with the inclusion of Consolidated Edison Development, Inc as the Project Owner and Developer. Consolidated Edison Development will be including storage as part of the facility if it is economically viable to do so.

All of the required permits and approvals that were granted for the original project will still be required for this revised footprint facility. Updates to those permits will be applied for as part of this process.

We look forward to having our project approved by the Board for this next round of Community Solar Projects in New Jersey.

Respectfully Submitted,

Pennoni Associates Inc and Consolidated Edison Development, inc.



Section B: Community Solar Energy Project Description

Project Name: _____

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Applicant Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

The proposed community solar project will be primarily built by:

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



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

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

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

IV. Property/Site Owner Information

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

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

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

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

VI. Proposed Community Solar Facility Characteristics

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

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

Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

If "Yes," explain the modification below.

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



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

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

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

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



VIII. Permits

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

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

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

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

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

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

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

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

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



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

IX. Community Solar Subscriptions and Subscribers

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

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

If "Yes," the proposed savings represent:

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

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

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



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

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

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

Company/Entity Name: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

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

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

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

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



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

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

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

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

XI. Project Cost

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

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

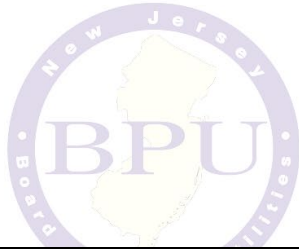
Applicants are expected to provide a good faith estimate of costs associated with the proposed community solar project, as they are known at the time the Application is filed with the Board. This information will not be used in the evaluation of the proposed community solar project.



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

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

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



XII. Other Benefits

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

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

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



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

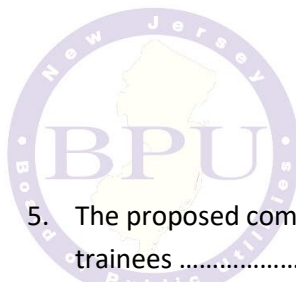
If "Yes," please provide additional details:

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

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

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

If "Yes," explain what these jobs are:



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

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

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

XIII. Special Authorizations and Exemptions

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

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



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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

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



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

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

- 1) I, David A. Delizza (name) am the President and CEO (title) of the Applicant Pennoni (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: David A. Delizza

Date: January 26, 2021

Print Name: David A. Delizza

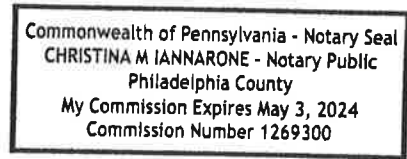
Title: President and CEO

Company: Pennoni

Signed and sworn to before me on this 26th day of January 2021

Christina M. Iannarone
Signature
Christina M. Iannarone

Name Commonwealth of Pennsylvania
County of Philadelphia



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, Mark Noyes (name) am the President and CEO (title) of the Project Developer Consolidated Edison Development, Inc 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: February 3, 2021

Print Name: Mark Noyes

Title: President & CEO

Company: Consolidated Edison Development, Inc

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



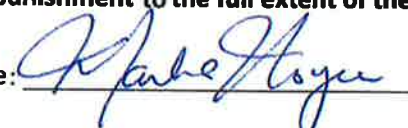
Signature Paul Farrell Mapelli

Name **PAUL FARRELL MAPELLI**
Notary Public, State of New York
No. 02MA4967056
Qualified In Rockland County
Commission Expires May 21, 2022

Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Mark Noyes (name) am the President & CEO (title) of the Project Owner Consolidated Edison Development, 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 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: February 3, 2021

Print Name: Mark Noyes

Title: President & CEO

Company: Consolidated Edison Development, Inc

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



Signature Paul Farrell Mapelli

Name

PAUL FARRELL MAPELLI
Notary Public, State of New York
No. 02MA4987068
Qualified in Rockland County
Commission Expires May 21, 2022



Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Elaine Davis (name) am the Owner (title) of the Property 1845 Delsea Drive Deptford NJ (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: [Handwritten Signature]

Date: 1-27-2021

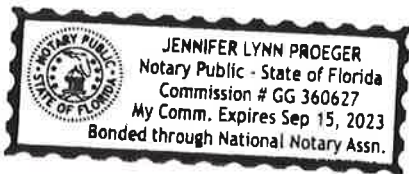
Print Name: Elaine Davis

Title: Owner

Company: _____

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

[Handwritten Signature]
 Signature
Jennifer Lynn Proeger
 Name





Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

- 1) I, Mark Noyes (name) am the President & CEO (title) of the Subscriber Organization Consolidated Edison Solutions, 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 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: February 3, 2021

Print Name: Mark Noyes

Title: President & CEO

Company: Consolidated Edison Solutions, Inc

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



Signature Paul Farrell Mapelli

Name

PAUL FARRELL MAPELLI
Notary Public, State of New York
No. 02MA4987066
Qualified in Rockland County
Commission Expires May 21, 2022



Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

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

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



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

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

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

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

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

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



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

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



<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.

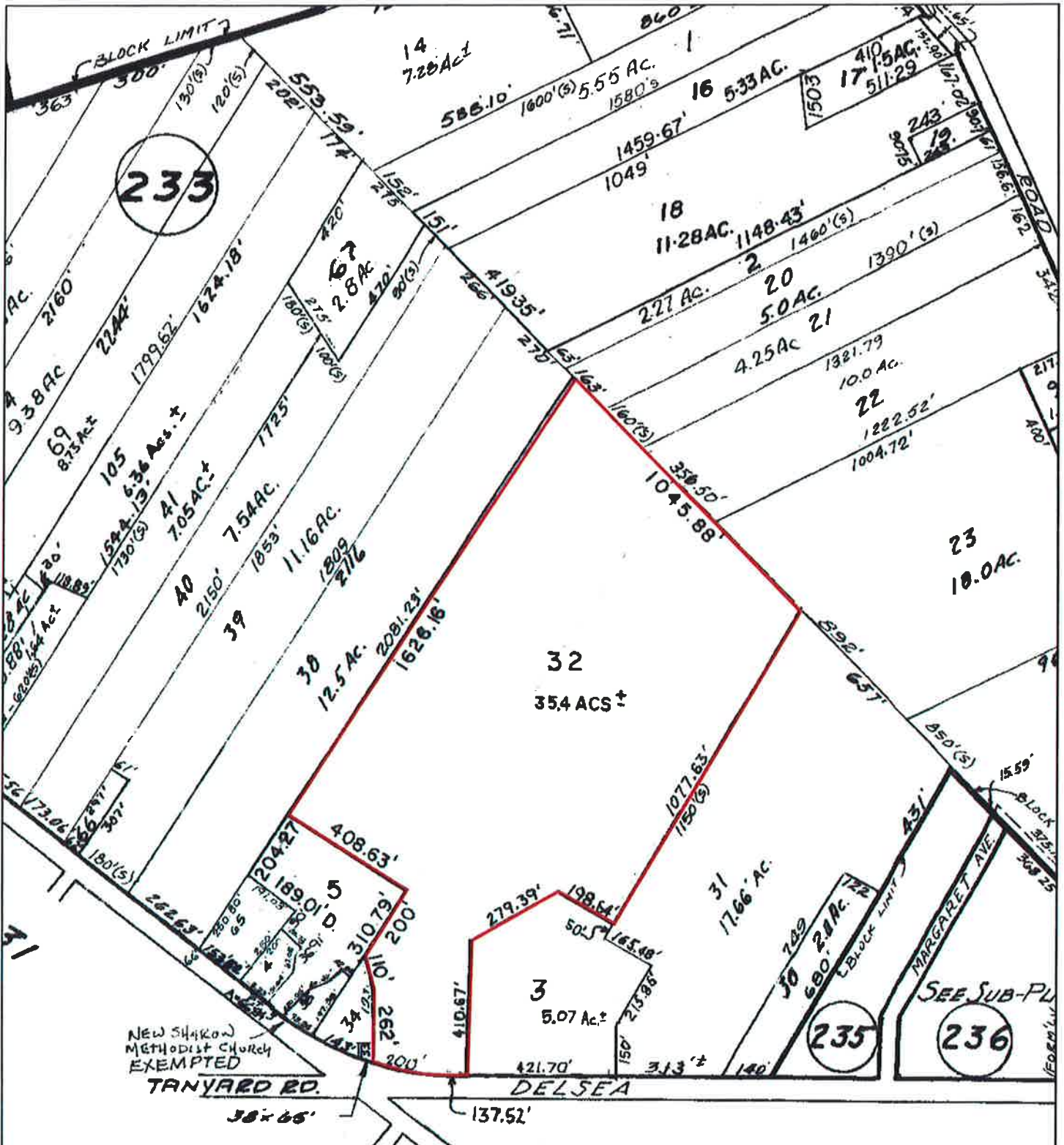
Evaluation Criteria	Max. Points (total possible points: 100)
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	25
Siting Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (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

LIST OF ATTACHMENTS TO ACCOMPANY COMMUNITY SOLAR APPLICATION FOR 1845 DELSEA DRIVE, DEPTFORD TOWNSHIP, GLOUCESTER COUNTY

1. Copy of Tax Map portion showing property.
2. Subsurface Waste Delineation Plan
3. Color map of proposed project.
4. Proposed Single Line Diagram.
5. Proof of Site Control via executed Land Purchase Option.
6. Landscaping Plan that shows enhancements to the site.
7. Permit Readiness Checklist.
8. Prior permits received.
9. ConEd prior experience serving LMI communities.
10. Letter of support from Deptford Township.
11. Letter of support from local IBEW.
12. Deptford Twp. Zoning Board Final Approval 8/2/2011.
13. Pages from prior PSE&G Interconnection Study
14. Engineers Probable Estimate of Cost.



Pennoni
 Pennoni Associates Inc.
 515 Grove St., Suite 1B
 Haddon Heights, NJ 08035

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT THEY ARE MADE PREPARED OR REPRESENTED TO BE CONTROLLED BY OWNER OR OTHERS OR EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT AND HAVE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE PROJECT.

DRAWN BY: CLL
 CHECKED BY: KJD
 JOB No. PAII 1101

SCALE: 1" = 400'
 DATE: 05/22/2015

SKETCH No. 2

Design Alt 20degree (Azimuth 171) (Exclude Landfill) (2x20'Aisles) (5MW DC LIMIT) Deptford Solar, 1845 Delsea Dr Sewell, NJ 08080

Report

Project Name	Deptford Solar
Project Address	1845 Delsea Dr Sewell, NJ 08080
Prepared By	Pennoni Associates mnelzler@pennoni.com

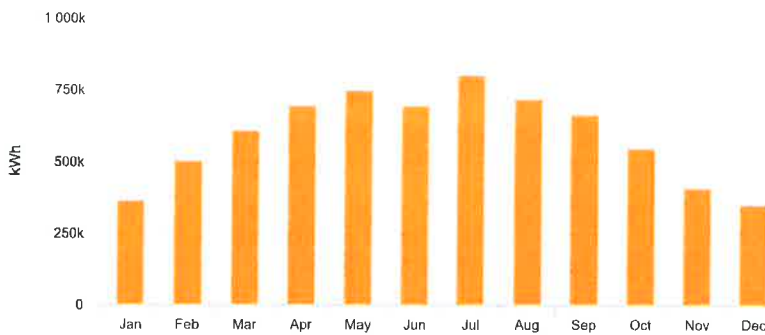
System Metrics

Design	Design Alt 20degree (Azimuth 171) (Exclude Landfill) (2x20'Aisles) (5MW DC LIMIT)	
Module DC Nameplate	5.00 MW	
Inverter AC Nameplate	4.20 MW Load Ratio: 1.19	
Annual Production	7.122 GWh	
Performance Ratio	84.5%	
kWh/kWp	1,424.6	
Weather Dataset	TMY, 10km grid (39.85,-75.15), NREL (prospector)	
Simulator Version	15edabf7a-7536780bda-39ebfbbaaa-94b07c6a5f	

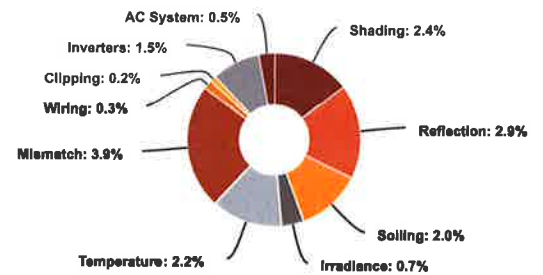
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,481.2	
	POA Irradiance	1,685.6	13.8%
	Shaded Irradiance	1,644.9	-2.4%
	Irradiance after Reflection	1,596.4	-2.9%
	Irradiance after Soiling	1,564.4	-2.0%
	Total Collector Irradiance	1,564.4	0.0%
Energy (kWh)	Nameplate	7,821,912.4	
	Output at Irradiance Levels	7,767,144.2	-0.7%
	Output at Cell Temperature Derate	7,594,650.1	-2.2%
	Output After Mismatch	7,301,494.8	-3.9%
	Optimal DC Output	7,280,411.8	-0.3%
	Constrained DC Output	7,266,852.5	-0.2%
	Inverter Output	7,157,653.5	-1.5%
	Energy to Grid	7,121,865.0	-0.5%

Temperature Metrics

Avg. Operating Ambient Temp	14.8 °C
Avg. Operating Cell Temp	23.1 °C

Simulation Metrics

Operating Hours	4688
Solved Hours	4688

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (39.85,-75.15), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By		Characterization								
Component Characterizations	Device	Uploaded By		Characterization								

☰ Components

Component	Name	Count
Inverters	PVU-L0840GR (TMEiC)	5 (4.20 MW)
Strings	10 AWG (Copper)	418 (152,979.4 ft)
Module	Jinko, JKM460M-7RL3-TV-A1-EN (2020) (460W)	10,868 (5.00 MW)

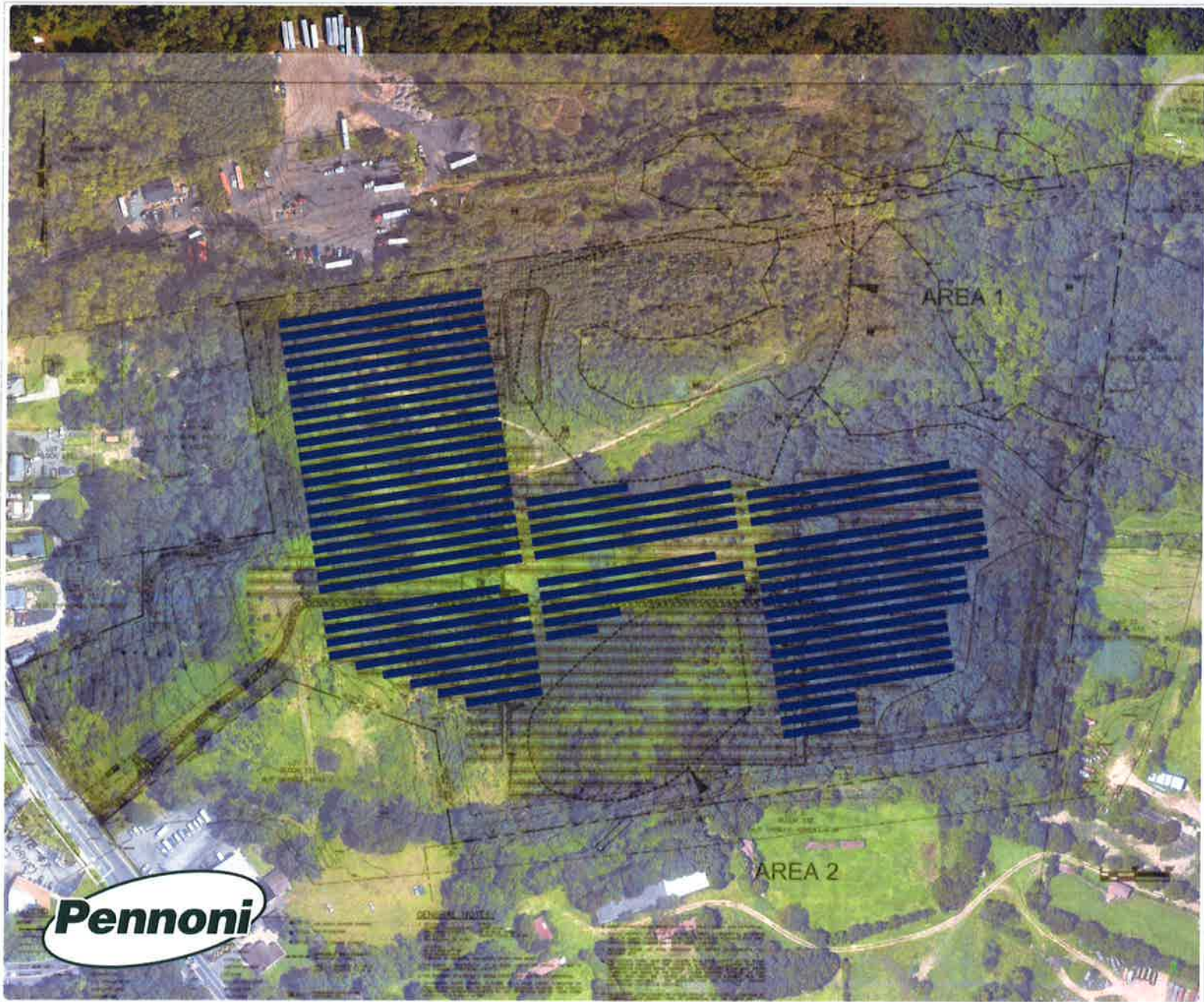
🔌 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	26-26	Along Racking
Wiring Zone 2	12	26-26	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
A1	Fixed Tilt	Portrait (Vertical)	20°	171°	10.0 ft	2x13	224	5,824	2.68 MW
A2b	Fixed Tilt	Portrait (Vertical)	20°	171°	10.0 ft	2x13	28	728	334.9 kW
A3	Fixed Tilt	Portrait (Vertical)	20°	171°	10.0 ft	2x13	130	3,380	1.55 MW
A2a	Fixed Tilt	Portrait (Vertical)	20°	171°	10.0 ft	2x13	36	936	430.6 kW

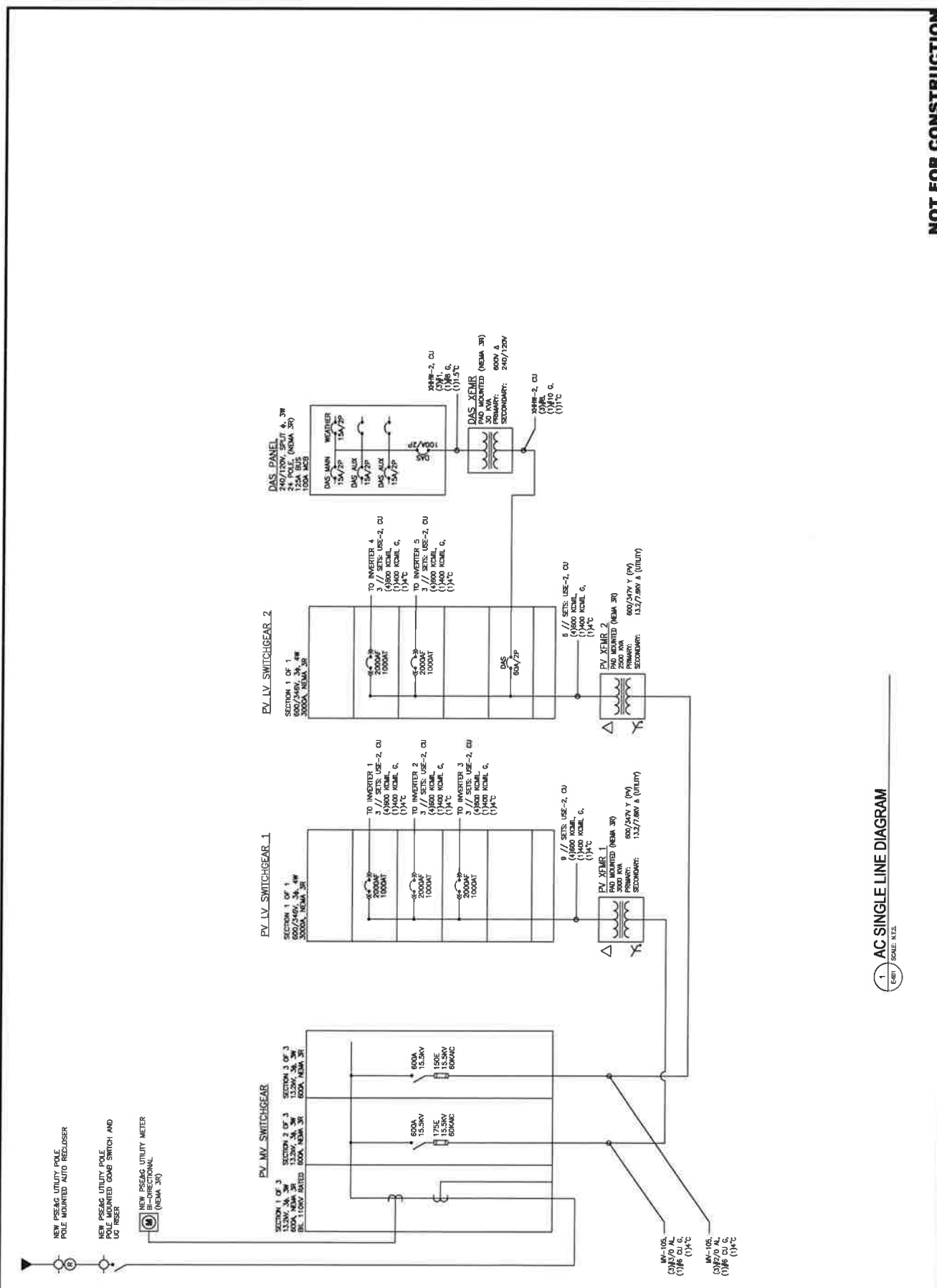
📍 Detailed Layout



ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
 AND OWNER MUST BE NOTIFIED OF ANY
 DISCREPANCIES BEFORE PROCEEDING WITH WORK

DEPFORD SOLAR
 1848 DELAWARE DR.
 BEWELL, NJ 08090
AC SINGLE LINE DIAGRAM
 CONSOLIDATED EDISON (CONED)
 NEW YORK, NY

NO.	DATE	REVISIONS



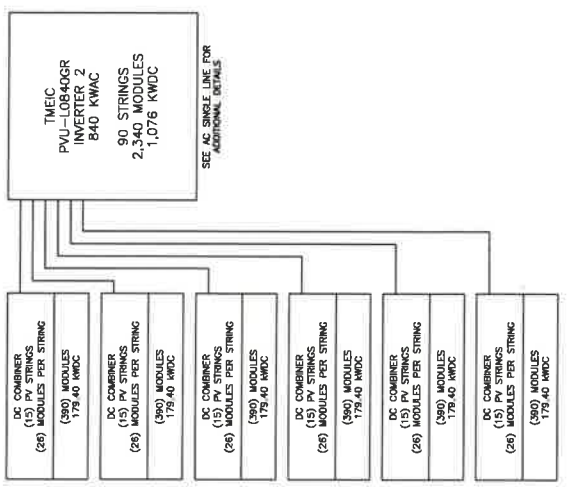
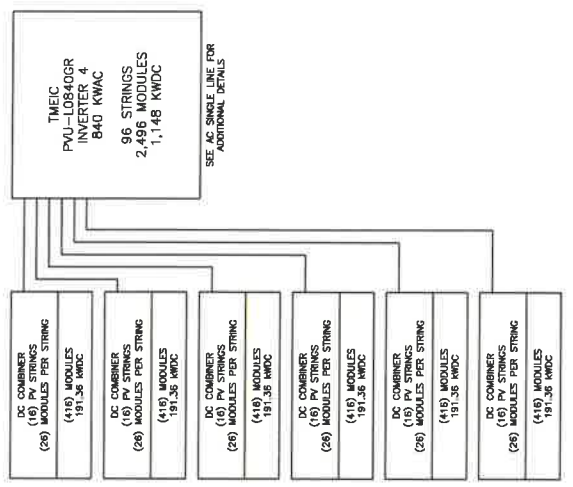
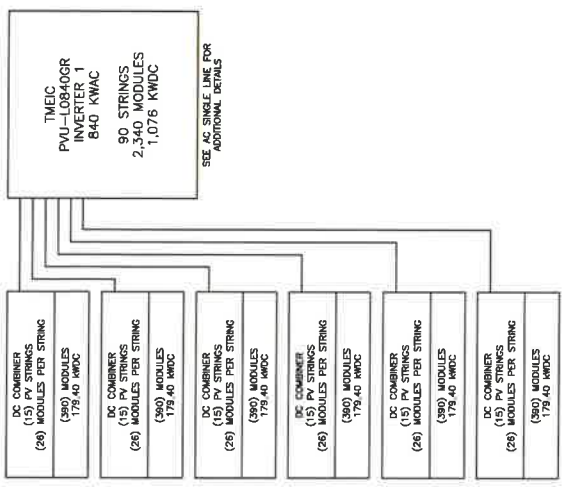
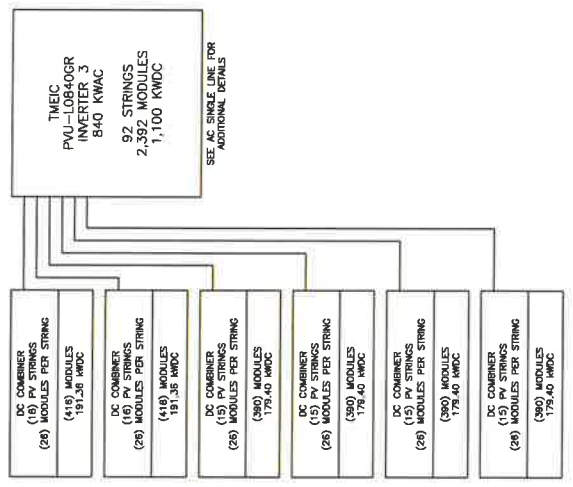
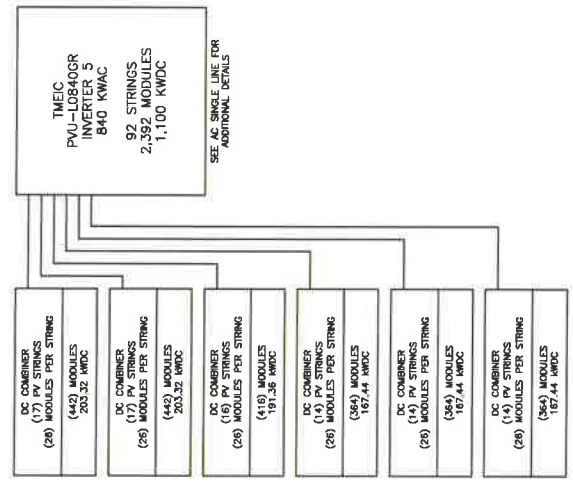
1 AC SINGLE LINE DIAGRAM
 SCALE: N.T.S.

NOT FOR CONSTRUCTION

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
 AND OWNER MUST BE NOTIFIED OF ANY
 DISCREPANCIES BEFORE PROCEEDING WITH WORK

DEPTFORD SOLAR
 1846 DELAWARE DR.
 BEWELL, NJ 08000
 DC SINGLE LINE DIAGRAM
 CONSOLIDATED EDISON (CONED)
 NEW YORK, NY

DATE	NO.	DESCRIPTION



1 DC SINGLE LINE DIAGRAM
 SCALE: N.T.S.

NOT FOR CONSTRUCTION

Proof of Site Control

FIRST AMENDMENT TO LAND PURCHASE OPTION

This First Amendment to Land Purchase Option (“Amendment”) is made and entered into on December 5th, 2020 by and between Pennoni Associates Inc. (“Pennoni”) and George Harvey’s estate, by the estate’s representative Elaine Davis (“Owner”) (collectively referred to as “parties”).

Whereas, Pennoni and the Owner entered into a Land Purchase Option (“Option”) on April 9, 2020 for Pennoni to purchase certain real property owned by the Owner so that Pennoni may potentially develop a solar facility;

Whereas, the Parties to the Option now desire to extend the term of the Option from January 1, 2021 to January 1, 2022;

Therefore, for good and adequate consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The Option Price and all other terms and conditions of the Option remain in full force except as explicitly modified by this Amendment.
2. Pennoni’s option to purchase the Property is extended to January 1, 2022.
3. In consideration for extending the Option by a year, Pennoni agrees to pay the property taxes assessed on the Property for calendar year 2021. Payment shall be made in quarterly payments made directly to the taxing authority prior to each quarterly due date.

IN WITNESS WHEREOF, the Parties execute this Amendment on the date listed below by and through duly authorized representative:

OWNER

PENNONI ASSOCIATES INC.



Elaine Davis
Representative of Estate

David A. DeLizza
President and CEO

Date: 12.5.2020

Date: 12/3/2020

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 George Harvey SLF Solar Project
2. Consultant/Contact Information (if any) James Maddonni VP Pennoni Associates, 865-656-2876
3. Name/Address of Prospective Applicant Pennoni Associates Inc
Address/tel./fax 1900 Market Street, Phila., PA 10103, 215-222-3000
Company Name ____
Address/tel./fax ____
4. Does the project have any existing NJDEP ID#s assigned? i.e., Case number, Program Interest (PI)#, Program ID#? Facility ID No.: 69017

B. PROPOSED PROJECT LOCATION

Street Address/munic. 1845 Delsea Drive, Deptford Township, NJ
County Gloucester Zip Code 08096
Block No. 233 Lot No. 32
X Coordinate in State Plane (project centroid) 317839.6

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) 355111.0

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: New Construction ___ Brownfield Redevelop.

Alternative Energy Other (Please describe) Landfill Site

a) Estimated Schedule: Date permits needed or desired by, Oct 2021, beginning construction date; Jan 2022, construction completion, April 2022 and operation of facility date: May 2022

b) Funding Source: Is any Federal Funding being used for this project? NO

State Funding over 1 million dollars? ___

Is funding secured at this time? YES ___ Is funding conditional? NO If so, on what? ___

c) Is the project contingent on receiving the identified funding? ___

If yes, explain ___

d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). Permits presently in hand are, Freshwater Wetlands, General Permit 5G3, Sanitary Landfill Closure and Post Closure Plan Approval ___

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? DIVISION OF SOLID AND HAZARDOUS WASTE, DIVISION OF LAND USE REGULATION, BUREAU OF NON-POINT POLLUTION CONTROL

b) Are there any Department permits that will need to be modified as a result of this project. Please explain and identify the project reviewer of the permit to be modified. NO

c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:

1) Water Quality Management Plan consistency ___

2) Highlands Consistency ___

3) Wetland Delineation (LOI) YES File No.: 0802-11-0001.1 – FWLI 110003

4) Tidelands Conveyance ___

5) Flood Hazard Jurisdiction or determinations ___

6) Water Allocation ___

7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome Remedial Investigation Report and Remedial Action Work Plan dated April 16, 2013

8) Landfill Disruption Approval ___

9) Landfill Closure Plan Closure and Post Closure Plan Approval

10) Other ___

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

DEP Safe Drinking Water Program (609) 292-5550 N/A

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

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

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

Does the purveyor have adequate firm capacity and allocation to support project demand? [N/A](#)

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
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

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

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

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

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

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

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

WATER POLLUTION MANAGEMENT ELEMENT

DIVISION OF WATER QUALITY

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

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

Groundwater Section (609) 292-0407

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

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

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

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

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

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

1. Will the project/facility have a sanitary wastewater design flow

which discharges to groundwater in excess of 2,000 gallons per day? N/A

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

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

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation N/A

Overland Flow Subsurface Disposal System (UIC) N/A

Landfill Infiltration/Percolation Lagoon N/A

Surface Impoundment N/A

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

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

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

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

DEP Pretreatment and Residuals program (609) 633-3823

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

If yes, name of POTW: N/A

Volume of wastewater (gpd): N/A

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.
N/A

Stormwater Program (609) 633-7021

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

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

Will your site activity disturb more than one acre? YES

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

Does your facility have an existing NJPDES permit for discharge of stormwater to surface groundwater?
YES 5G3 Portal ID # 150115

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) NO

State Open Waters? _____

Freshwater Wetlands and/or freshwater wetland transition areas? YES LOI File No.: 0802-11-0001.1 - FWL1110003

Flood Hazard areas and/or riparian buffers NO

Waterfront development areas NO

Tidally Flowed Areas NO

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

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

DEP NATURAL AND HISTORIC RESOURCES

Green Acres Program (609) 984-0631
<http://www.nj.gov/dep/greenacres>

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

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

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? If so, please describe. N/A 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. N/A

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? _____

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? N/A

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 _____

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? NO

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

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? YES _____

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

Is the project within a designated Brownfield Development Area? NO _____

<http://www.nj.gov/dep/srp/brownfields/bda/index.html>

Has a No Further Action, Response Action Outcome, or Remedial Action Permit been issued for the entire project area? YES (see attached).

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

Name of current SRP Case Manager or Licensed Site Remediation Professional and Preferred Identification (PI) Number No current case or LSRP, PI # [553508](#)

Is the applicant a responsible party for contamination at the property? **NO** _____

Is the project located on a landfill that will be redeveloped for human occupancy? **NO** If yes, is there an approved Landfill Closure Plan? [There is an Approved Closure Plan \(see attached\)](#)

Dredging and Sediment Technology (609) 292-1250

Does the project involve dredging or disposing of dredge materials? **NO**

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

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

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

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

Is the project a solid waste facility or recycling center? **NO**

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

AIR QUALITY PERMITTING PROGRAM
<http://www.nj.gov/dep/aqpp>

Will activity at the site release substances into the air? **NO**

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

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

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

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

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

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

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 X No _____

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

New Jersey Green Building Manual? NO

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

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

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

ASHRAE Standard 189.1? NO

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

National Green Building Standard ICC 700-2008? NO

<http://www.nahbgreen.org>

USEPA's ENERGY STAR? _____

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? X 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? N/A
 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 **numerous solar arrays throughout NJ**

DEP COMPLIANCE AND ENFORCEMENT N/A

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

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

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

COMMUNITY ENGAGEMENT (609)292-2908

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

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project? **ADJACENT RESIDENTS, TOWNSHIP and STATE OFFICIALS**
- (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. **Municipal Public Planning Board Hearings were held.**
- (c) What are the potential impacts of this project on the community? **No adverse impacts**
- (d) How do you intend to mitigate these potential impacts? **No adverse impacts need to be mitigated**

- (e) What are the community concerns or potential concerns about this project? Views from adjacent properties
- (f) How do you intend to address these concerns? Perimeter landscaping is proposed
- (g) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe. N/A

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

GENERAL

Is the project subject to:

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

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

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

Delaware River Basin Commission NO
(609) 883-9500
<http://www.state.nj.us/drbc/>

US Army Corp of Engineers review? NO



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF SOLID & HAZARDOUS WASTE
MAIL CODE 401-02C
P.O. BOX 420

TRENTON, NEW JERSEY 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 984-0565
<http://www.state.nj.us/dep/dshw>

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

SANITARY LANDFILL CLOSURE AND POST-CLOSURE PLAN APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 et seq., known as the Solid Waste Management Act, this Sanitary Landfill Closure and Post-Closure Plan Approval is hereby issued to:


GEORGE HARVEY

FACILITY:	<u>George Harvey SLF</u>
FACILITY ID NO.:	<u>690197</u>
APPROVAL NO.:	<u>LCA150001</u>
BLOCK & LOT NO.:	<u>BLOCK 233 LOT 32</u>
MUNICIPALITY:	<u>Deptford Twp.</u>
COUNTY:	<u>Gloucester</u>

This Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection.

This Approval shall not prejudice any claim the State may have to riparian land, nor does it permit the registrant to fill or alter or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this state without prior acquisition of the necessary grants, permits or approvals from the Department of Environmental Protection.

August 7, 2015
Issuance Date



Anthony Fontana, Chief
Bureau of Solid Waste Permitting



Mail Code - 401-02B
Bureau of Nonpoint Pollution Control
Water Pollution Management Element
PO Box 420
Trenton, NJ 08625-0420
Phone: (609) 633-7021
Fax: (609) 777-0432

PI ID #: 562822
Portal ID#: 150115
NJPDES #: NJG0195642
Payment Arrangement: Credit Card
Paid Online: Yes
Paid On: 08/30/2011
Paid Amt: \$650.00

This Authorization form is requested to be located at the regulated construction site at all times and be available for inspection by any authorized representative of the New Jersey Department of Environmental Protection. If you have designated an agent, it is your responsibility to notify your agent about this General Permit and its requirements.

AUTHORIZATION TO DISCHARGE
5G3 -Construction Activity Stormwater (GP)
 To ensure compliance during the construction activity please print out the Stormwater Construction Permit terms and conditions at http://www.state.nj.us/dep/dwq/pdf/5g3_finalpermit.pdf

Facility Name and Address:
 Renewable Energy Solar Panel Array
 1845 Delsea Drive
 Deptford Twp, NJ 08096

Type of Activity: Stormwater Discharge General Permit Authorization New

Owner:
 George W Harvey
 66 Melrose Ave
 Ormond Beach, FL 32174

Operating Entity:
 Pennoni Associates Inc.
 515 Grove Street
 Suite 1B
 Haddon Heights, NJ 08035

Electronically certified online by the responsible party Douglas Szabo On 08/29/2011.

Issuance Date	Effective Date of Authorization
08/30/2011	08/30/2011

Your Request for Authorization under NJPDES General Permit No. NJG0195642 has been approved by the New Jersey Department of Environmental Protection.

Date: 08/30/2011

Ed Frankel, P.P., Section Chief
 Bureau of Nonpoint Pollution Control
 Division of Water Quality
 New Jersey Department of Environmental Protection

Soil Conservation District – GLOUCESTER

14 Parke Place
 Suite C
 Sewell, NJ 08080
 (856) 589-5250



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation

Mail Code 501-02A

P.O. Box 420

Trenton, New Jersey 08625-0420

www.state.nj.us/dep/landuse

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

October 4, 2011

Ben Gindville/ Osprey Environmental
2212 Atco Ave.
Atco, New Jersey 08004

Freshwater Wetlands Letter of Interpretation/Verification

File No.: 0802-11-0001.1 – FWLI 110003

Applicant: Pennoni Associates, Inc C/O Mr. James Maddonni

Block: 232; Lot: 32, Deptford Twp., Gloucester County

Dear Mr. Gindville:

This letter is in response to your request for a Letter of Interpretation to verify the jurisdictional boundary of freshwater wetlands and waters on the referenced property. It remains valid for 5 years from the issuance date.

In accordance with established agreements, the New Jersey Department of Environmental Protection is the lead agency for establishing the extent of State and Federally regulated wetlands and waters within the State. The U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency retain the right to reevaluate and modify a jurisdictional determination should information prove to be incomplete or inaccurate.

Based upon information submitted, the Office of Dredging and Sediment Technology (ODST) has determined that **the freshwater wetland and/or State open water boundary line(s) as shown on the plan sheet entitled, "DEPTFORD TOWNSHIP SOLAR Plate 21, Block 233, Lot 32 Township of Deptford, Gloucester County, New Jersey, FRESHWATER WETLANDS LINE DELINEATION, GENERAL PERMIT #4 AND GENERAL PERMIT #14 PLAN" prepared by Pennoni Associates dated 5/24/11, is accurate as shown.**

The wetlands/waters boundary line(s), as determined in this letter, must be shown on any future site development plans. The line(s) should be labeled with the above ODST file number and the following note: **"Waters Boundary Line as verified by NJDEP on....(date of this letter)...., File No. (as referenced above)".**

Wetlands Resource Value Classification

Intermediate: All wetland points adjacent to the site. [50 foot wetland buffer]

In addition, all wetlands observed on-site were determined to be associated with the Almonesson Creek drainage basin via surface water connection of an unnamed tributary to Almonesson Creek. This may affect requirements for wetland and/or transition area permitting. Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing Freshwater Wetlands Protection

Act rules at N.J.A.C. 7:7A-1 et seq. for additional information.

This classification may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of Statewide General Permits available for the wetlands portion of this property (see N.J.A.C. 7:7A-4) and any modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information.

General Information

Wetlands resource value classification is based on the best information available to the Department. The classification is subject to reevaluation at any time if additional or updated information is made available, including, but not limited to, information supplied by the applicant. For exceptional resource value wetland reclassification requests, refer to N.J.A.C. 7:7A-2.4(c).

Regulated activities proposed within a wetland, wetland transition area or water area, as defined by N.J.A.C. 7:7A-2.2 and 2.6 of the Freshwater Wetlands Protection Act rules, require a permit from this office unless specifically exempted at N.J.A.C. 7:7A-2.8. The approved plan and supporting jurisdictional limit information are now part of the Department's public records.

This letter in no way legalizes any fill which may have been placed, or other regulated activities which may have occurred on-site. This determination of jurisdiction extent or presence does not make a finding that wetlands or water areas are "isolated" or part of a surface water tributary system. Furthermore, obtaining this determination does not affect your responsibility to obtain any local, State, or Federal permits which may be required.

Appeal Process

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the date the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist found at www.state.nj.us/dep/landuse/forms. Hearing requests received after 30 days of publication notice shall be denied. The DEP Bulletin is available on the Department's website at www.state.nj.us/dep/bulletin.

Please contact me at (609) 292-9342 should you have any questions regarding this letter. Be sure to indicate the Department's file number in all communication.

Sincerely,



David Q. Risilia,
Supervising Environmental Specialist
Office of Dredging and Sediment Technology

c: Municipal Clerk
Municipal Construction Official
Agent (original)



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation
Mail Code 501-02A

P.O. Box 420

Trenton, New Jersey 08625-0420

www.state.nj.us/dep/landuse

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

October 4, 2011

Ben Gindville/ Osprey Environmental LLC
2212 Atco Ave.
Atco, New Jersey 08004

RE: Freshwater Wetlands Statewide General Permit No's 4 and 14; Water Quality Certification and Waiver of Transition Area for Access
File No.: 0802-11-0001.1 FWGP 4/110001 & FWGP 14/110002
Applicant: Pennoni Associates, Inc C/O Mr. James Maddonni
Block: 232; Lot: 32, Deptford Twp., Gloucester County

Dear Mr. Gindville:

The Office of Dredging and Sediment Technology (ODST) has reviewed the referenced application for Freshwater Wetlands Statewide General Permit authorizations pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A. Statewide General Permit # 4 allows for investigation, cleanup or removal of hazardous substances or pollutants in freshwater wetlands, transition areas, and State Open Waters. In addition, Statewide General Permit # 14 authorizes the placement and use of water level recording devices; water quality monitoring and testing devices; small weirs or flumes for recording water quantity or velocity; drilling of monitoring wells; and similar small scientific devices in freshwater wetlands, transition areas, and State open waters. This letter of authorization to conduct a regulated activity in a wetland or open water includes a Water Quality Certificate for these activities.

Permit authorization is based upon a Letter of Interpretation (File # 0802-11-0001.1 – FWLI 110003) issued on October 4, 2011. The Department has confirmed that wetlands on or adjacent to the subject property are of intermediate resource value with a standard buffer width of 50 feet. It should be noted that the determination of wetlands classification is based on the best information presently available to the Department. The classification is subject to change if this information is no longer accurate, or as additional information is made available to the Department, including, but not limited to, information supplied by the applicant.

The following regulated activities hereby authorized by this letter are depicted on the approved plan consisting of one sheet entitled: **"DEPTFORD TOWNSHIP SOLAR Plate 21, Block 233, Lot 32 Township of Deptford, Gloucester County, New Jersey, FRESHWATER WETLANDS LINE DELINEATION, GENERAL PERMIT #4 AND GENERAL PERMIT #14 PLAN"** prepared by Pennoni Associates, dated 5/24/11.

General Permit No. 4 Authorization (N.J.A.C. 7:7A-5.4)

The authorized GP # 4 and GP # 14 activities allow for the disturbance of (0.22 Ac / 9,693 SF) of freshwater wetlands and (0.09 Acres / 3,686 SF) of transition area for remedial investigation activities to include groundwater monitoring wells, soil sample collection and test pits..

Any additional disturbance of freshwater wetlands or State open waters shall be considered a violation of the Freshwater Wetlands Protection Act unless the activity is exempt or a permit is obtained prior to the start of the disturbance from the Division of Land Use Regulation

Permit Conditions

The activities allowed by this authorization shall comply with the conditions noted at N.J.A.C. 7:7A-4.3, 5.4 and 13.1. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et.seq.). In addition, the following conditions must be met for the activity authorized under this Statewide General Permit:

General Conditions:

1. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey" (obtainable from local Soil Conservation District Offices), or equal engineering specifications, to prevent eroded soil from entering adjacent waterways or wetlands at any time during and subsequent to construction.
2. This permit is revocable, or subject to modification or change at any time, when in the judgement of the Department of Environmental Protection of the State of New Jersey, such revocation, modification or change shall be necessary.
3. The issuance of this permit shall not be deemed to affect in any way other actions by the Department on any future application.
4. The activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
5. No change in plans or specifications shall be made except with the prior written permission of the Department.
6. The granting of this authorization shall not be construed to in any way affect the title or ownership of the property, and shall not make the Department or the State a party in any suit or question of ownership of the property.
7. This authorization is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
8. A copy of this authorization shall be kept at the work site and shall be exhibited upon request of any person.
9. The permittee shall allow the Department the right to inspect the construction site and also shall provide the Bureau of Coastal and Land Use Enforcement, NJDEP with written notification 7 days prior to the start of the authorized work.
10. This authorization is valid for five years from the date of this letter unless more stringent standards are adopted by rule prior to this date.

Special Conditions

1. Acceptance of permit: If you begin any activity approved by this permit, you thereby accept this document in its entirety and agree to adhere to all terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction. You are entitled to request an appeal within a limited time as detailed on the

Administrative Hearing Request Checklist found at www.state.nj.us/dep/landuse/forms. You may also contact the project manager shown on the last page if you have any questions or concerns about this document.

2. Within ten (10) days of the receipt of this permit by the permittee, this permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this permit is located. Verified notice of this action shall be forwarded to David Risilia via email at dave.risilia@dep.state.nj.us.

3. **This permit is not to be considered valid unless the applicant has obtained written approval from NJDEP Division of Site Remediation or the work is conducted by a Licensed Site Remediation Professional.**

Mitigation Conditions

Failure to comply with the standards herein constitutes a violation of the Freshwater Wetlands Protection Act and subjects the permittee to appropriate enforcement action and/or suspension or revocation of the permit.

1. **The mitigation project must be conducted prior to or concurrent with the construction of the approved project.** Concurrent means that at any given time, the mitigation must track at the same or greater percentage of completion as the project as a whole. For example, when the project is 50 percent completed, the mitigation project cannot be less than 50 percent completed.
2. Mitigate for the temporary disturbance of 0.22 acres of scrub shrub phragmites dominated wetlands through an on-site, restoration project as shown on the plans previously cited in this authorization, specifically per **Site Plan Note # 9 ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL GRADE AND SEEDED WITH THE FOLLOWING MIX: - Eastern Native Habitat & CREP Mix Groundcover – ERNMX – 173 of Approved Equal.**
3. The permittee shall assume all liability for accomplishing corrective work should the Division determine that the compensatory mitigation has not been 100% successful. Remedial work may include re-grading and/or replanting the mitigation site. This responsibility is incumbent upon the permittee until such time that the Division makes the finding that the mitigation project is successful.
4. Within 30 days following the final planting of the mitigation project, the permittee shall submit a Construction Completion Report to the Division detailing as-built conditions (see below) and any changes to the approved mitigation plan that were made during construction. The Construction Completion Report shall contain, at a minimum, the following information:
 - a. A completed Wetland Mitigation Project Completion of Construction Form. This form is located on the Internet at <http://www.nj.gov/dep/landuse/forms/index.html> and certifies that the mitigation project has been constructed as designed and that the proposed area of wetland creation, restoration or enhancement has been accomplished;
 - b. As-Built plans which depict final grade elevations at one foot contours and include a table of the species and quantities of vegetation that were planted including any grasses that may have been used for soil stabilization purposes;
 - c. Show on the as-built plans that the boundaries of the wetland mitigation area have been visibly marked with 3 inch white PVC pipe extending 4 feet above the ground surface. The stakes must remain on the site for the entire monitoring period;
 - d. Photos of the constructed wetland mitigation project with a photo location map as well as the GPS waypoints in NJ state plane coordinates NAD 1983;
 - e. To document that the required amount of soil has been placed/replaced over the entire area of the mitigation site, provide a minimum of 6 soil profile descriptions to a depth of 20 inches. The location

of each soil profile description should be depicted on the as built plan as well as provide the GPS waypoints in NJ state plane coordinates NAD 1983;

- f. Submit soil test results demonstrating at least 8% organic carbon content (by weight) was incorporated into the A-horizon for sandy soil and for all other soil types 12% organic content or if manmade top soil was used it consisted of equal volumes of organic and mineral materials;
 - g. The permittee shall post the mitigation area with permanent sign(s), which identify the site as a wetland mitigation project and that all-terrain vehicle use, motorbike use, mowing, dumping, draining, cutting and/or removal of plant materials of the property is prohibited and that violators shall be prosecuted and fined to the fullest extent under the law;
5. The signs must also state the name of the permittee, Department's permit number along with a contact name and phone number.
 6. If the Division determines that the mitigation project is not constructed in conformance with the approved plan, the permittee will be notified in writing and will have 60 days to submit a proposal to indicate how the project will be corrected. No financial surety will be released by the Division until the permittee demonstrates that the mitigation project is constructed in conformance with the approved plan, all soil has been stabilized and there is no active erosion.
 7. The permittee shall monitor the mitigation project for 3 full growing seasons beginning the year after the mitigation project has been completed. The permittee shall submit monitoring reports to the Division of Land Use Regulation no later than December 31st of each full monitoring year. All monitoring reports must include the standard items identified in the checklists entitled Wetland Mitigation Monitoring Project Checklist and Tidal Wetland Mitigation Monitoring Checklist and the information requested below. The Wetland Mitigation Monitoring Project Checklist and Tidal Wetland Mitigation Monitoring Checklist are located on the Internet at <http://www.nj.gov/dep/landuse/forms/index.html>.
 8. All monitoring reports must include all of the following information:
 - a. All monitoring reports except the final one must include documentation that it is anticipated, based on field data, that the goals of the wetland mitigation project including the transition area, as stated in the approved wetland mitigation proposal and the permit will be satisfied. If the permittee is finding problems with the mitigation project and does not anticipate the site will be a full success then recommendations on how to rectify the problems must be included in the report with a time frame in which they will be completed;
 - b. All monitoring reports except the final one must include field data to document that the site is progressing towards 85 percent survival and 85 percent area coverage of mitigation plantings or target hydrophytes (Target hydrophytes are non-invasive native species to the area and similar to ones identified on the mitigation planting plan). If the proposed plant community is a scrub/shrub or a forested wetland the permittee must also demonstrate each year with data that the woody species are thriving, increasing in stem density and height each year. If the field data shows that the mitigation project is failing to meet the vegetation survival, coverage and health goals, the monitoring report should contain a discussion of steps that will be taken to rectify the problem, including a schedule of implementation;
 - c. All monitoring reports except the final one must include documentation of any invasive or noxious species (see below for list of species) colonizing the site and how they are being eliminated. The permittee is required to eliminate either through hand-pulling, application of a herbicide or other Department approved method any occurrence of an invasive/noxious species on the mitigation site during the monitoring period;

- d. All monitoring reports except the final one must include documentation that demonstrates the proposed hydrologic regime as specified in the mitigation proposal appears to be met. If the permittee is finding problems with the mitigation project and does not anticipate the proposed hydrologic regime will be or has not been met then recommendations on how to rectify the problem must be included in the report along with a time frame within which it will be completed;
 - e. The final monitoring report must include documentation to demonstrate that the goals of the wetland mitigation project including the required transition area, as stated in the approved wetland mitigation proposal and the permit has been satisfied. Documentation for this report will also include a field wetland delineation of the wetland mitigation project based on techniques as specified in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989);
 - f. The final monitoring report must include documentation the site has an 85 percent survival and 85 percent area coverage of the mitigation plantings or target hydrophytes. The permittee must also document that all plant species are healthy and thriving and if the proposed plant community contains trees demonstrate that the trees are at least five feet in height;
 - g. The final monitoring report must include documentation demonstrating the site is less than 10 percent occupied by invasive or noxious species.
 - h. The final monitoring report must include documentation that demonstrates that the proposed hydrologic regime as specified in the mitigation proposal, which proves the mitigation site is a wetland has been satisfied. The documentation shall include when appropriate monitoring well data, stream gauge data, photographs and field observation notes collected throughout the monitoring period; and
 - i. The final monitoring report must include documentation that the site contains hydric soils or there is evidence of reduction occurring in the soil throughout the delineated wetlands.
9. Once the required monitoring period has expired and the permittee has submitted the final monitoring report, the Division will make the finding that the mitigation project is either a success or a failure. This mitigation project will be considered successful if the permittee demonstrates all of the following:
 10. That the goals of the wetland mitigation project including acreage and the required transition area, as stated in the approved wetland mitigation proposal and the permit has been satisfied.
 11. The site has an 85 percent survival and 85 percent area coverage of the mitigation plantings or target hydrophytes which are species native to the area and similar to ones identified on the mitigation planting plan. All plant species in the mitigation area are healthy and thriving. All trees are at least five feet in height;
 12. The final monitoring report must include documentation demonstrating the site is less than 10 percent occupied by invasive or noxious species.
 13. The site contains hydric soils or there is evidence of reduction occurring in the soil; and,
 14. The proposed hydrologic regime as specified in the mitigation proposal has been satisfied. These criteria must be satisfied to prove the mitigation site is a wetland.
 15. If the mitigation project is considered a failure, the permittee is required to submit a revised mitigation plan in order to meet the success criteria identified in Condition No. 20 above. The plan shall be submitted within 30 days of receipt of the letter from the Division indicating the wetland mitigation project was a failure. The financial surety, if required, will not be released by the Division until such time that the permittee satisfies the success criteria as stipulated in condition number 20.

16. If the permittee fails to perform mitigation within the applicable time period the acreage of mitigation required shall be increased by 20% each year after the date mitigation was to begin.

General Permit Activity Transition Area Waiver

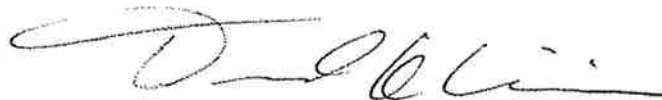
The wetlands affected by this general permit authorization are of intermediate resource value and the standard transition area or buffer required adjacent to these wetlands is 50 feet. Pursuant to N.J.A.C. 7:7A-4.2(c), this General Permit authorization includes a transition area waiver, where applicable, which allows direct access to a permitted wetland activity. Additional regulated activities conducted within a standard transition area on-site shall either be counted toward the respective GP areal limit or require a separate transition area waiver from the Department. Regulated activities within a transition area are defined at N.J.A.C. 7:7A-2.6.

Appeal of Decision

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist which can be downloaded at www.state.nj.us/dep/landuse/forms. The DEP bulletin is available through the Department's website at www.state.nj.us/dep/bulletin.

If you have any questions regarding this letter, please contact me at (609) 292-9342. Be sure to indicate the Department's file number in any communication.

Sincerely,



David Q. Risilia
Supervising Environmental Specialist
Office of Dredging and Sediment Technology

- c. Township Construction Official
Township Clerk
NJDEP-Bureau of Coastal & Land Use Compliance & Enforcement
Consultant (original)

ConEdison's experience serving LMI subscribers in various communities.

ConEd Clean Energy Business has active community solar projects and plans already in place in Massachusetts, New York and Illinois. CEB is currently working with Cape Light Compact in Massachusetts to bring low income subscribers economic benefits from their community solar projects.

The approach works in conjunction with the Cape Light Compact Municipal Aggregation program whereby participating low income subscribers will be receiving discounted energy supply rates with additional discounts based on credits received from the low income community solar projects developed and owned by ConEd Clean Energy Business.

The low income subscribers receive pure bill credits with no rate change risk and no fees for termination.

International Brotherhood of Electrical Workers Local Union 351

Street Address: 1113 Black Horse Pike, Folsom, NJ 08037
Mailing Address: P.O. Box 1118, Hammonton, NJ 08037
Phone: (609) 704-8351; Fax: (609) 704-0621



Daniel P. Cosner, Business Manager

September 5, 2019

New Jersey Board of Public Utilities
44 South Clinton Avenue
Post Office Box 350
Trenton, NJ 08625-0350

RE: Deptford Solar Project

Dear Members of the New Jersey BPU:

Please accept this as our letter of support for the 5 MW Deptford Solar Project located on the Harvey Farm on Route 47.

IBEW is very familiar with this project and our members stand ready to assist in its completion.

Please feel free to contact me if you have any questions.

Sincerely,

Dan Cosner

Business Manager IBEW 351



TOWNSHIP OF DEPTFORD

Gloucester County, New Jersey

Mayor Paul Medany
Deputy Mayor Tom Hufnell
Councilman Phil Schocklin
Councilman Wayne Love
Councilman Bill Lamb
Councilman Ken Barnshaw
Councilwoman MacKenzie Belling

Municipal Building
1011 Cooper Street
Deptford, New Jersey

(856) 686-2203 phone
(856) 845-8804 fax
mayor@deptford-nj.org
www.deptford-nj.org

February 4, 2021

New Jersey Board of Public Utilities
44 S Clinton Ave
Trenton, NJ 08625

Dear New Jersey Board of Public Utilities Representatives,

My name is Paul Medany, Mayor of Deptford Township. I would like to express my full support for 1845 Delsea Drive, Deptford NJ 08096, Lot 32, Block 233, being developed by Pennoni/ConEdison Clean Energy Business. The project is intended to meet with the guidelines set forth by the State of New Jersey for the pilot program under the newly established Community Solar Program. This project will also include the installation of EV charging stations. Once operational, the project will provide long-term discounted savings to residents since this application is submitted with the promise of reduced electrical rates to low and moderate-income subscribers.

Pennoni/ConEdison Clean Energy Business has a proven track record of building and operating Community Solar projects throughout the Mid Atlantic. As a New Jersey-based firm, Pennoni/ConEdison Clean Energy Business Group understands perfectly the needs of our businesses and residents, and their model demonstrates to us that they have a long-term, vested interest in providing the best possible experience for our residents for the entire lifetime of the project.

We are eager and excited for the project to begin construction and operation, delivering savings to our residents and helping New Jersey achieve its equity and climate goals.

Sincerely,

Mayor Paul Medany

RESOLUTION #Z013-11
OF THE DEPTFORD TOWNSHIP ZONING BOARD OF ADJUSTMENT
GRANTING THE APPLICATION OF PENNONI ASSOCIATES INC.
FOR FINAL SITE PLAN APPROVAL
TO ERECT A SOLAR ARRAY ON PROPERTY LOCATED AT
1845 DELSEA DRIVE (BLOCK 233, LOT 32), DEPTFORD, NJ

WHEREAS, the Applicant, Pennoni Associates, Inc., filed an application seeking final site plan approval to allow the Applicant to construct an unmanned solar facility (hereinafter referred to as ("Solar Array") on property located at 1845 Delsea Drive (Block 233, Lot 32), Deptford Township, New Jersey (hereinafter the "Property"); and

WHEREAS, the Applicant, previously received approval by Resolution #ZD012-11, adopted June 9, 2011 for a use variance and preliminary site plan to allow the Applicant to construct the Solar Array on the Property; and

WHEREAS, the Applicant has filed the application and followed all procedures to bring this matter for hearing before the Board as a Final Site Plan; and

WHEREAS, the Applicant appeared through counsel, Harvey Johnson and the matter was properly presented to the Board for its hearing on July 5, 2011; and

WHEREAS, the Applicant appeared before the Board and presented Douglas Szabo, Professional Engineer, who was duly sworn and the Board's Professionals Brian Slaugh, PP, Joseph Wood, PE and James Winckowski PE were also duly sworn; and

WHEREAS, the Board thoroughly considered the application and made the following findings of fact and conclusions of law:

1. The Applicant's proposed site is located in the R-40 Low Density Residential Zone District and would develop about 24 of the 35 acres into a Solar Array to generate electricity.
2. The owners of the property are George W. Harvey and Elaine Davis who now reside at 66 Melrose Ave, Ormond Beach, Florida.

3. Pursuant to recent changes in the Municipal Land Use Law the definition of "inherently beneficial uses" at NJSA 40:55D-4 now expressly includes "wind, solar or photovoltaic energy facilities or structure." The Board recognizes the importance of the development of alternative renewable energy sources which fundamentally serve the public good and promote the general welfare.

4. The Applicant submitted three additional cumulative exhibits which were marked as A-6 - an aerial photo with yellow slicing to indicate the proposed panel array; A-7 - a color lay out detail of the proposed buffer planting; and A-8 - a photo depicting similar installed arrays and the appearance of maintained grass at the site.

5. Douglas Szabo again oriented the Board to the site describing its former use as a pig farm bordered on the north by a former pig farm and the site as including an approximate five acre wetland area.

6. Mr. Szabo explained since the last meeting site plans have been revised to satisfy the 100 year storm basin capacity.

7. Mr. Szabo also explained that the buffers along Fasola Park and S.H. 47, depicted in Exhibit A-7, will include street trees acceptable to the Professional Planner for the Board. A-8 was discussed as an illustration of how the grass will be cut under the panels to comply with the Deptford Township ordinance limiting the height of grass to 10 inches.

8. The Applicant will re-grade and re-seed the entire site and it will drain away from Delsea Drive back towards the center of the site where there are wetlands. The grass intended to be planted will be a shade tolerant seed mix requiring low maintenance. The area will be regularly mowed.

9. Brian Slaugh, the Board's Professional Planner, reviewed his June 21 report with the Board indicating site plan changes have been made. One more design exception was needed by the Applicant to reduce the required number of replacement trees from the clearing of the site - full replacement would result in overhanging trees that would interfere with the functionality of the solar

panels. Mr. Slauch reported that the Applicant had agreed to plant more trees in the wetland delineated area if acceptable to the DEP. No additional trees could be planted in the berm areas as they would likely dry out too soon for successful growth. The Applicant and the Board's Professional Planner agreed that the Applicant would address appropriate mitigation with the Board's planner to meet the intent of the ordinance requirements.

10. Joseph Wood, the Board's Professional Engineer, reviewed his June 6 report with the Board and pointed out that the Applicant has revised its plans to re-grade the property so water will drain towards the wetlands to avoid overflowing State Highway 47.

WHEREAS, the Board did carefully consider the application, plans, exhibits and testimony of the Applicant's witnesses and other evidence, and specifically found that same was in conformity with the ordinances;

NOW THEREFORE BE IT RESOLVED by the members of the Zoning Board of Adjustment of the Township of Deptford, County of Gloucester, and State of New Jersey, that the Applicants' request for Final Site Plan Approval to construct an unmanned Solar Array on the aforementioned property is hereby **GRANTED**;

AND BE IT FURTHER RESOLVED that the Applicant's request for design waiver regarding the required number of trees is also hereby **GRANTED**;

AND BE IT FURTHER RESOLVED that the approval herein granted is conditioned upon the following:

1. The Applicant shall comply with all previous resolutions, including but not limited to ZD012-11, affecting the site. All terms and conditions of Resolution ZD012-11 are incorporated herein and repeated at length.

2. The Applicant shall erect the Solar Array in conformance with the plans submitted and the testimony of its witnesses presented in all hearings.

3. The Applicant shall pay a Development Impact/Affordable Housing Fee equal to two percent (2%) of the equalized assessed value of the project and any other lawful fee required prior to the issuance of the building permit.

4. The Applicant shall obtain all other necessary governmental approvals, including but not limited to, New Jersey Department of Environmental Protection, County Soil Conservation, Department of Transportation, Gloucester County Planning Board, Gloucester County Health Department and/or other agencies having proper jurisdiction prior to commencement of construction.

5. The Applicant will re-grade portions of the site as necessary as per the Board's Engineer's comments, re-seed the entire site and ensure that the site shall drain away from Delsea Drive back towards the center of the site where there are wetlands. The area will be regularly mowed.

6. The Applicant shall comply with the comments contained in the Board's Professional's review letters cited above.

7. Street trees will be planted, specifically along Delsea Drive and along the future boundary with Fasola Park, being deciduous trees along Delsea Drive and evergreen trees alongside the future park of a size and spacing as determined by the Board's Planner.

8. The Applicant and the Board's Professional Planner will meet, discuss and mitigate to the satisfaction of the Board's Professional Planner requirements for tree replacement under the ordinance.


AND BE IT FINALLY RESOLVED that the secretary shall cause a brief notice of this resolution to be published in the Gloucester County Times at the Applicant's expense and forward a copy thereto to the Applicant within 10 days of the date hereof.

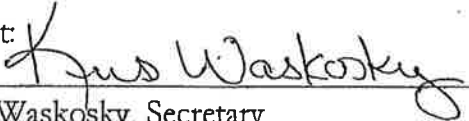
This is a Resolution memorializing the vote taken by the Deptford Township Zoning Board of Adjustment at the aforesaid meeting held on July 5, 2011 and is hereby adopted at the meeting held on

LAW OFFICES
RAGONESE, ALBANO, VIOLA & ALMEIDA, LLC
735 NORTH BLACK HORSE PIKE • RUNNEMEDE, NEW JERSEY 08078
TELEPHONE (856) 939-2504

August 2, 2011.

ZONING BOARD OF ADJUSTMENT
OF DEPTFORD TOWNSHIP

BY: 
Linda M. Tramo, Chairperson

Attest: 
Kris Waskosky, Secretary

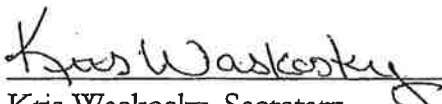
ROLL CALL VOTE ADOPTING RESOLUTION

Those in favor: 7 - Tom Spencer, Michael Chambers, Those opposed: 0
Tom Gillespie, Gary Kormann, Ruth Logue, Lillian
Palladino and Linda Tramo

Those abstaining: 1 - Ollie Underwood

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of Deptford Township at its meeting on August 2, 2011 as copied from the minutes of said meeting.

Dated: August 2, 2011


Kris Waskosky, Secretary

OPERATIONS COORDINATION
AND
INTERCONNECTION AGREEMENT
BETWEEN
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
AND
PENNONI ASSOCIATES, INC.
X1-021

Date: October 15, 2012

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**OPERATIONS COORDINATION
AND
INTERCONNECTION AGREEMENT
BETWEEN
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
AND
PENNONI ASSOCIATES, INC.**

This AGREEMENT made and entered as of the 15th day of October, 2012 by and between Public Service Electric and Gas Company, a New Jersey corporation (PSE&G) and Pennoni Associates, Inc, a Pennsylvania corporation (GENERATOR).

RECITALS

WHEREAS, GENERATOR shall finance, design, construct, own and operate a generating facility located within the electric service territory of PSE&G on property designated as 1845 Delsea Drive, Deptford, County of Gloucester, State of New Jersey;

WHEREAS, GENERATOR is developing generation that it intends to use to engage in Wholesale Transactions in PJM's markets;

WHEREAS, GENERATOR is seeking to interconnect at a local distribution or sub-transmission facility, which is not subject to FERC jurisdiction; and

WHEREAS, GENERATOR has advised PSE&G that the estimated NET ELECTRICAL POWER OUTPUT of the generating facility will be approximately five (5.0) megawatts, and PSE&G and PJM have determined that the generating facility will be interconnected with the PSE&G distribution system at 13-kV;

WHEREAS, PSE&G is a member of the PJM Interconnection, L.L.C. (PJM or PJM SYSTEM);

WHEREAS, GENERATOR intends to become a Wholesale Market Participant as so is defined in the PJM OATT, and as a prerequisite has executed a Wholesale Market Participation Agreement with PJM and PSE&G, effective November 3, 2011;

WHEREAS, PSE&G has conducted engineering studies to determine that it is feasible to design, construct, install, commission and operate and maintain the INTERCONNECTION, and to receive the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT, in accordance with this AGREEMENT; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms when used herein with capitalization shall have the following meanings, unless a different meaning shall be expressly stated:

AGREEMENT means this Operations Coordination and Interconnection Agreement between the GENERATOR and PSE&G.

CANCELLATION COSTS means the actual costs and liabilities PSE&G incurs in connection with (a) cancellation of supplier and contractor orders/agreements entered into to construct and install the INTERCONNECTION; and (b) completion of specific unfinished portions of the INTERCONNECTION and/or removal of INTERCONNECTION facilities which have been installed and are no longer required.

COMMERCIAL OPERATION means the production of electric power by the electric generation unit at the FACILITY, and availability of the supply of such electric power to PSE&G at the RECEIPT POINT from the DATE OF COMMERCIAL OPERATION.

DATE OF COMMERCIAL OPERATION means the date the Parties hereto designate by mutual agreement as the date on which the electric generation unit at the FACILITY has been completed, satisfactorily tested and inspected and is available for and capable of: (i) production of electrical power; and (ii) the delivery thereof to PSE&G at the RECEIPT POINT.

DATE OF INITIAL OPERATION means the date on which GENERATOR synchronizes, for the first time, the electric generation unit at the FACILITY with the PUBLIC SERVICE SYSTEM.

EVENT OF DEFAULT shall have the meaning set forth in ARTICLE XIX.

FACILITY means the structures and equipment to be constructed, installed, owned/leased, operated and maintained by GENERATOR at its site, for the purpose of generating electric power and other forms of useful energy output and having an installed name-plate rating of five (5.0) megawatts.

FINANCING PARTIES means person(s) or entities providing debt, equity or lease financing or refinancing to GENERATOR in regard to the PROJECT or the FACILITY.

INITIAL OPERATION means the production of electrical power, as of the DATE OF INITIAL OPERATION and prior to the DATE OF COMMERCIAL OPERATION, by the electric generation unit at the FACILITY and the supply of any such electrical power to PSE&G at the RECEIPT POINT.

INTERCONNECTION means the facilities designed, constructed, installed and owned by PSE&G for the purpose of enabling PSE&G to accept the NET ELECTRICAL POWER OUTPUT from the FACILITY at the RECEIPT POINT pursuant to the terms and conditions of this AGREEMENT.

INTERCONNECTION SERVICE means the service provided by PSE&G to interconnect GENERATOR with the PUBLIC SERVICE SYSTEM. Interconnection Service shall not mean transmission service, ancillary services, losses, or any other service which is available and/or required under the OATT, (or any retail wheeling tariff, including any distribution service tariff or similar contract which may be developed in the future), in each case as amended from time to time.

MONTH means the calendar month commencing at 12:00.01 a.m. Eastern Time on the first day of the calendar month and concluding at midnight Eastern Time on the final day of the same calendar month.

NET ELECTRICAL POWER OUTPUT means the amount of electrical power output delivered to PSE&G at the RECEIPT POINT which is that electrical power generated by the FACILITY less the electrical power consumed by the FACILITY's auxiliary load.

OATT means the PJM Open Access Transmission Tariff filed by the PJM Interconnection, L.L.C. with the FERC, and as further modified, amended or superseded from time to time, under which transmission service is provided within the PJM SYSTEM.

PJM means PJM Interconnection, L.L.C., the regional transmission organization which operates and/or controls PSE&G's interconnected transmission facilities, and those of its other member transmission owners in the PJM SYSTEM, or such successor or alternative transmission provider to which PSE&G is electrically connected and coordinates operations with, as PSE&G may designate from time to time.

PJM SYSTEM shall mean the interconnected transmission facilities of all the PJM transmission owners, which encompasses the PSE&G transmission system.

POINT OF INTERCONNECTION – See RECEIPT POINT

PROJECT means the development, construction, operation, and financing of an approximate five (5.0) Megawatt ground-mounted wholesale generation photovoltaic project constituting the FACILITY, and each section having its own SUBSTATION FACILITY, and associated facilities and equipment constructed, owned/leased, operated and maintained by GENERATOR in the Township of Deptford, County of Gloucester, State of New Jersey for the purpose of producing, among other things, electric power.

PUBLIC SERVICE SYSTEM means the electric power generation, transmission, subtransmission and distribution facilities owned, operated and maintained by PSE&G, which shall include some or all of the facilities required to complete the INTERCONNECTION.

RECEIPT POINT, also referred to as **POINT OF INTERCONNECTION**, means the points of physical connection of the PROJECT to the PSE&G 13-kV system located at the point where the PSE&G 13-kV system meets with and connects to the SUBSTATION FACILITY. The RECEIPT POINT is identified in the Interconnection Plan (hereinafter sometimes referred to as Exhibit 1).

RELEASE NOTICE means the written notice GENERATOR will provide to PSE&G, authorizing PSE&G to commence the tasks associated with the design, construction, installation, testing and commissioning of the INTERCONNECTION.

REQUIRED PERMIT means any permit, license or approval from any regulatory or governmental body which was required to be obtained by PSE&G to install, construct, own, operate and/or maintain the INTERCONNECTION.

SUBSTATION FACILITY means the GENERATOR's 13-kV substation, and any modifications and additions of facilities and equipment thereto, which is required to connect the FACILITY with the PUBLIC SERVICE SYSTEM so as to enable GENERATOR to supply to PSE&G at the RECEIPT POINT, in a safe and reliable manner, the NET ELECTRICAL POWER OUTPUT. The GENERATOR is responsible for providing the SUBSTATION FACILITY.

SYSTEM EMERGENCY means the existence of a physical or operational condition and/or the occurrence of an event on the PUBLIC SERVICE SYSTEM or PJM SYSTEM which in PSE&G's sole judgment is: (i) imminently likely to endanger life or property; or (ii) impairs and/or imminently will impair: (a) PSE&G's ability to discharge its statutory obligation(s) to provide safe, adequate and proper service to its retail and sale-for-resale customers; and/or (b) the safety and/or reliability of the PUBLIC SERVICE SYSTEM or PJM SYSTEM.

TERMINATION DATE means the date of PSE&G's written notice of termination of this AGREEMENT issued to GENERATOR upon the occurrence of an EVENT OF DEFAULT by GENERATOR hereunder which is not cured by the GENERATOR within the time of cure provided hereunder, or, if such cure cannot be completed within the time provided hereunder, during the period in which GENERATOR (or FINANCING PARTIES) commences and diligently pursues such cure; *provided, however*, that PSE&G shall not issue a written notice of termination in respect of any EVENT OF DEFAULT arising under ARTICLE XIX 1.; 3; 4; or 5 in regard to which GENERATOR has submitted a dispute for mediation hereunder unless and until the resulting mediation of such dispute results in confirmation that the conditions of default and absence of cure referenced in the preceding clause exist or that such dispute is not resolved within the time provided under ARTICLE XXIV 2.d.

WMPA or Wholesale Market Participation Agreement means the Wholesale Market Participation Agreement for the PJM Queue # X1-021 project, including all Specifications and Schedules attached thereto and incorporated therein, entered into by and between PJM, PSE&G and GENERATOR in order to effectuate sales of energy and/or capacity into PJM's wholesale markets effective on November 3, 2011.

ARTICLE II
GENERAL CONDITIONS OF DELIVERY AND
ACCEPTANCE OF NET ELECTRICAL POWER OUTPUT

Section A
Warranty of Eligible Customer Status

GENERATOR warrants that the FACILITY shall meet the requirements set forth in the WMPA as established by the PJM OATT. PSE&G's obligation to accept the electricity produced by the FACILITY and delivered to the RECEIPT POINT shall be conditioned on GENERATOR's continuous and compliant performance of the WMPA in accordance with its terms.

Section B
Exceptions to Obligation to Accept
Net Electrical Power Output

In addition to the provisions of ARTICLE XIV of this AGREEMENT, PSE&G shall be excused from accepting all or a portion of the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT if:

- (1) The FACILITY fails to comply with the Interconnection, Protection and Safety Requirements and Standards for Customer-Owned Generating Facilities as set forth in Exhibit 2.
- (2) PSE&G is unable to accept the NET ELECTRICAL POWER OUTPUT from the FACILITY without jeopardizing the integrity of the PUBLIC SERVICE SYSTEM or the PJM SYSTEM.
- (3) Transmission facilities are loaded to their appropriate ratings and continued or increased power output from the FACILITY would adversely affect the reliability of the PUBLIC SERVICE SYSTEM or the PJM SYSTEM.
- (4) A light load condition exists on the PJM and/or the PUBLIC SERVICE SYSTEM. For purposes of this Section B, a light load condition means a minimum generation emergency condition declared by PJM or the PUBLIC SERVICE SYSTEM Electric System Operations Center (ESOC) or similar circumstances which may imminently lead to such conditions without actions being taken by PSE&G to avoid this circumstance.
- (5) During any SYSTEM EMERGENCY if continued acceptance of NET ELECTRICAL POWER OUTPUT from GENERATOR would contribute to such SYSTEM EMERGENCY.
- (6) PSE&G intentionally interrupts acceptance of the FACILITY's NET ELECTRICAL POWER OUTPUT to conduct planned maintenance of the INTERCONNECTION or adjacent transmission, subtransmission and/or distribution facilities.

Where practicable, PSE&G will give GENERATOR twenty-four (24) hours advance notice of any interruption, curtailment or reduction of PSE&G's acceptance of the FACILITY's NET ELECTRICAL POWER OUTPUT and, if able, the reasons therefore, and the extent and duration thereof. In the event PSE&G is unable, for any reason, to give GENERATOR advance notice of such interruption, curtailment or reduction of such acceptance of the FACILITY's NET ELECTRICAL POWER OUTPUT, PSE&G will, as soon thereafter as practicable, contact

GENERATOR to confirm such interruption, curtailment or reduction, explaining the circumstances requiring or necessitating the interruption, curtailment or reduction, and, if able, furnish the reasons therefore and the extent and duration thereof. At GENERATOR's request, PSE&G will provide written notice to GENERATOR explaining the circumstances requiring or necessitating any interruption, curtailment or reduction of service effective pursuant to this ARTICLE II. PSE&G will resume the acceptance of the FACILITY's NET ELECTRICAL POWER OUTPUT when the reason for the interruption, curtailment or reduction no longer exists.

In the event acceptance of the FACILITY's NET ELECTRICAL POWER OUTPUT is interrupted, curtailed or reduced by PSE&G for any reason specified in this ARTICLE II, PSE&G agrees to use its reasonable commercial efforts (consistent with PSE&G's existing obligations to restore service to its retail and wholesale customers) to correct any condition and to restore acceptance of such power. GENERATOR expressly agrees that PSE&G is not liable for damages of any kind to GENERATOR or any third party, all as more fully set forth in ARTICLE XIII and ARTICLE XVI of this AGREEMENT, due to PSE&G's failure to accept all or part of the FACILITY's NET ELECTRICAL POWER OUTPUT for any of the reasons expressed above.

Section C Obligation to Provide Reactive Power

PSE&G may request, and, when requested, GENERATOR shall use reasonable commercial efforts, to provide reactive power, leading or lagging, from the FACILITY up to the operating limits of the FACILITY to the extent that it does not require a reduction in the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT.

In the event of a SYSTEM EMERGENCY, PSE&G may request GENERATOR to provide reactive power, leading or lagging, from the FACILITY and, if PSE&G makes such a request, GENERATOR shall use its reasonable commercial efforts, consistent with its operational capability and without incurrence or expenditure of incremental capital or of costs of operation, to provide same up to the operating limits of the FACILITY, whether or not same requires a reduction in the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT.

Section D Terms of Interconnection Service

PSE&G will furnish INTERCONNECTION SERVICE to GENERATOR in accordance with the terms of this AGREEMENT and the Wholesale Market Participation Agreement, and the provisions for service under the OATT.

GENERATOR shall be responsible for (a) making arrangements for transmission and ancillary services associated with the delivery of energy and/or capacity produced by the FACILITY into the PJM SYSTEM, which services shall not be provided under this AGREEMENT; (b) obtaining capacity and/or energy to satisfy its station service, or other

requirements; (c) if applicable, making arrangements for transmission services, losses, and ancillary services associated with the use of the PUBLIC SERVICE SYSTEM for the delivery of capacity and energy to the FACILITY from the PJM SYSTEM for the purpose of supplying standby service or for any other use by the customer; and (d) complying with the terms of its Wholesale Market Participation Agreement with PJM. PSE&G will reasonably cooperate with GENERATOR with respect to such arrangements.

ARTICLE III TERM

This AGREEMENT will commence as of the date first above written and will continue in effect for twenty (20) years from the DATE OF COMMERCIAL OPERATION, or, if it expires sooner, on the TERMINATION DATE.

At the expiration of this AGREEMENT each Party's obligation(s) hereunder will automatically terminate; provided, however, expiration of this AGREEMENT shall not relieve either Party from any obligations arising under this AGREEMENT incurred prior to the date of termination of this AGREEMENT.

ARTICLE IV INITIAL OPERATIONS PERIOD

GENERATOR plans to commence pre-operational testing of certain PROJECT equipment and facilities during March, 2013, and shall notify PSE&G in writing of any change in its current projection for the commencement of pre-operational testing.

Upon completion of pre-operational testing of PROJECT equipment and facilities, GENERATOR plans to commence phasing-in and conducting test operations of its electric generation unit. GENERATOR estimates that the phasing-in and testing operations of such unit will take approximately 10 days (hereinafter referred to as the INITIAL OPERATIONS PERIOD).

GENERATOR anticipates that during the INITIAL OPERATIONS PERIOD electric power will be produced at the FACILITY and supplied to PSE&G at the RECEIPT POINT. After completion of the inspection process specified in ARTICLE XII, PSE&G will be obligated to receive at the RECEIPT POINT the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT.

Upon termination of the INITIAL OPERATIONS PERIOD, the DATE OF COMMERCIAL OPERATION will be deemed to have occurred for the purpose of determining the start of the term of the AGREEMENT and acceptance of the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT.

**ARTICLE V
MEASUREMENT, BILLING AND PAYMENT**

Measurement of the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT will be in accordance with standard PSE&G practices and procedures. Billing and payment for energy usage by the FACILITY will also be billed in accordance with standard PSE&G practices and procedures.

In the event GENERATOR disputes any statement, GENERATOR will present the dispute in writing and submit supporting documentation to PSE&G within a thirty (30) day period from receipt of such statement. Upon receipt of notice of the dispute and supporting documentation, PSE&G will have thirty (30) days from receipt of such notice to resolve any dispute with GENERATOR. In the event the dispute is not resolved, either Party may submit the matter for dispute resolution in accordance with ARTICLE XXIV.

**ARTICLE VI
INTERCONNECTION**

Section A

Design, construction, installation, testing and commissioning of Interconnection

PSE&G will design, construct, install and own the INTERCONNECTION, in accordance with PSE&G standards and specifications. Once PSE&G has received the RELEASE NOTICE from GENERATOR, PSE&G will use reasonable commercial efforts to establish an estimated completion date for the INTERCONNECTION consistent with GENERATOR's estimated date of pre-operation testing, which is March, 2013. PSE&G will use its reasonable commercial efforts to: (a) initiate the tasks required to obtain any REQUIRED PERMIT, easement, license, rental or right-of-way in PSE&G's scope of work needed for the construction and installation of the INTERCONNECTION; and (b) complete the design, construction, installation, testing and commissioning of the INTERCONNECTION; provided, however, that PSE&G's reasonable commercial efforts to complete same on or by the estimated completion date shall be subordinate and subject to any suspension effected pursuant to and in accordance with this AGREEMENT, PSE&G's primary obligation to provide and maintain safe, adequate and proper service to its retail and sale-for-resale customers and to operate and maintain its plant, property and equipment in such condition as to enable it to do so. Reasonable commercial efforts, as used herein, means the timely commencement and pursuit of a reasonable program of design, construction, installation, review and examination so as to complete the INTERCONNECTION to meet the estimated date of pre-operational testing, as that date may be amended from time-to-time. GENERATOR acknowledges and agrees that certain of the activities necessary to initiate and complete the construction and installation of the INTERCONNECTION may be affected by conditions, events and/or factors which are not within the direct control of PSE&G.

**Section B
Notice**

PSE&G will notify GENERATOR when the INTERCONNECTION is completed. Thereafter, subject to and in accordance with the provisions of ARTICLES VII and XII of this AGREEMENT, PSE&G will permit GENERATOR to parallel its electric generation unit(s) with the PUBLIC SERVICE SYSTEM.

Section C
Hold Harmless/Indemnification

PSE&G shall not be liable to GENERATOR for any direct or indirect cost, expense, loss, liability or damage which GENERATOR may incur or sustain which relates to or results from any delay in the completion of the INTERCONNECTION, except where such delay results from PSE&G's willful misconduct. GENERATOR will indemnify, defend and hold harmless PSE&G pursuant to and in accordance with ARTICLE XVII of the AGREEMENT.

Section D
Construction and Installation Plan

PSE&G will construct and install the INTERCONNECTION and shall have the right and the authority to make such changes in any construction and installation plan, designs, drawings or specifications required for the INTERCONNECTION, as PSE&G in its sole judgment and discretion determines is necessary or appropriate; provided, however, in the event any such change will result in a ten percent (10%) or greater increase in the estimated cost for the INTERCONNECTION, PSE&G will not make such change without GENERATOR's consent. GENERATOR shall not unreasonably delay or withhold its consent for any such change. Changes in the INTERCONNECTION will not require any amendment to this AGREEMENT. If such change, in PSE&G's sole judgment, is necessary or appropriate to enable the PROJECT to operate with the PUBLIC SERVICE SYSTEM in a safe and reliable manner, failure of GENERATOR to consent to such change may, in addition to any other right PSE&G may have under this AGREEMENT, result in PSE&G suspending all construction and installation activities and the performance of other obligations.

Section E
Interconnection Costs

In accordance with this AGREEMENT, GENERATOR shall be liable for and shall pay to PSE&G a monthly payment based on PSE&G's estimate of all costs it will likely incur in the following month consistent with PSE&G's standards and practices in designing, constructing, installing, testing and commissioning the INTERCONNECTION (the "Interconnection Costs"). Such payments are listed in EXHIBIT 3 of this AGREEMENT.

The costs for any work done or service performed by PSE&G personnel and/or contractors, as required by this AGREEMENT, including without limitation the costs incurred in connection with furnishing the INTERCONNECTION, shall be determined by PSE&G in accordance with PSE&G's standard practices and procedures then in effect.

PSE&G estimates that the cost of the design, construction, installation, testing and commissioning of the INTERCONNECTION will be \$319,172. This is only an estimate and

shall not in any way diminish, change or effect GENERATOR's responsibility for and obligation to pay PSE&G for all costs PSE&G actually incurs associated with the design, construction, installation, testing and commissioning of the INTERCONNECTION. PSE&G's anticipated expenditure pattern associated with these costs is contained in the Payment Schedule attached hereto as Exhibit 3. GENERATOR's responsibility for and obligation to pay to PSE&G the costs associated with the design, construction, installation, testing and commissioning of the INTERCONNECTION shall be in accordance with the Payment Schedule shown in EXHIBIT 3, as the same may be amended from time to time to reflect PSE&G's actual costs .

In the event GENERATOR fails to remit any payment as required, PSE&G may, in addition to any other remedy or right PSE&G may have under this AGREEMENT, immediately suspend performance of its obligation. PSE&G shall provide GENERATOR with written notice of any such suspension (hereinafter referred to as Notice of Suspension).

Within one hundred and twenty (120) days of completion of construction of the INTERCONNECTION, PSE&G shall furnish to GENERATOR a Final Reconciliation Statement certifying the nature and amount of costs actually incurred by PSE&G in connection with the design, construction, installation, testing and commissioning of the INTERCONNECTION. In connection with effecting the reconciliation, GENERATOR shall have the right to review any documentation or data available to PSE&G and reasonably necessary to enable GENERATOR to verify the accuracy of the Final Reconciliation Statement. GENERATOR shall be obligated to make a timely request for such document or data. However, such review shall not extend the due date of, or extend or postpone or otherwise affect GENERATOR's obligation to pay in a timely manner any payment due, as specified in and required by the Final Reconciliation Statement.

Section F Telemetry and SCADA Equipment

Because the NET ELECTRICAL POWER OUTPUT produced by the FACILITY and delivered to the RECEIPT POINT is expected to exceed an hourly average of 2.5 megawatt hours, telemetry and SCADA equipment shall be installed at GENERATOR's expense in accordance with ARTICLE IX. If GENERATOR is participating in PJM wholesale markets, PJM may have additional SCADA requirements.

Section G Cancellation Costs

In order to complete the design, construction, installation, testing and commissioning of the INTERCONNECTION, PSE&G may enter into contractual arrangements with, inter alia, equipment and material suppliers and/or third party contractors. Upon occurrence of any EVENT OF DEFAULT as specified in ARTICLE XIX of this AGREEMENT during the construction period, PSE&G shall have the right to cancel or terminate any supplier and/or contractor agreements entered into in connection with discharging its obligations to design, construct and install, test and install the INTERCONNECTION. In the event PSE&G exercises any right pursuant to and in accordance with this Section G to cancel or terminate any supplier and/or contractor agreements, PSE&G may incur CANCELLATION COSTS. In such event,

GENERATOR shall be liable for and make payment to PSE&G for all CANCELLATION COSTS which PSE&G incurs. In the event PSE&G terminates or cancels any supplier and/or contractor agreements as permitted in this Section G, PSE&G shall have complete discretion relative to the manner of resolving any claim or demand by any contractor and/or supplier in connection therewith and further, PSE&G shall in its sole and absolute discretion determine the acceptability of any compromise in settlement or resolution of any such claim or demand. Additionally, PSE&G shall in its sole and absolute discretion, determine what is necessary to maintain the safety, integrity or reliability of the PUBLIC SERVICE SYSTEM relative to the removal or completion of the construction work in progress. PSE&G shall have no liability to GENERATOR for or on account of the amount paid in effecting the resolution of any such claim or in effecting such removal or completion tests, except where the resolution of any such claim or demand or the completion of such tasks were effected by PSE&G in a manner which was in willful disregard of its obligation to mitigate, as defined in this paragraph.

Section H Decommissioning Costs

Upon termination of this AGREEMENT, PSE&G may take any step(s), which PSE&G, in its sole discretion, deems necessary or appropriate relative to the INTERCONNECTION. GENERATOR shall be responsible to make payment for any costs associated with a decommissioning of the INTERCONNECTION.

Upon termination of this AGREEMENT for any reason, PSE&G may remove or maintain and utilize or take any other action which PSE&G, in its sole and absolute discretion, deems necessary or appropriate relative to the INTERCONNECTION, (hereinafter referred to as the Status).

Provided that PSE&G gives written notice to GENERATOR of PSE&G's election under this paragraph during the period commencing ninety (90) days before termination of this AGREEMENT and ending ninety (90) days after termination of this AGREEMENT, in the event PSE&G elects to remove or dismantle the INTERCONNECTION or a portion of the INTERCONNECTION, GENERATOR shall be responsible for and make payment to PSE&G for the costs associated with such removal or dismantlement, and any costs necessary to restore the original design of the electrical system before construction of the INTERCONNECTION, in order to maintain the integrity, safety, and reliability of the PUBLIC SERVICE SYSTEM. GENERATOR shall receive a credit toward the amount owed therefore for salvage value, if any. GENERATOR, if requested by PSE&G, shall be responsible to provide security for the estimated costs of such Decommissioning, which may be in such form as PSE&G shall in its sole and absolute discretion determine, including without limitation a cash collateral account, an escrow account, letter of credit, or acceptable form of a parent guarantee. PSE&G does not accept performance or other forms of bonds.

ARTICLE VII OPERATIONS COORDINATION

Section A Coordination with PUBLIC SERVICE SYSTEM

GENERATOR shall use best efforts to coordinate the operation of the PROJECT with the operation of PJM and the PUBLIC SERVICE SYSTEM. To discharge its best efforts obligation to coordinate operation of the PROJECT with the PUBLIC SERVICE SYSTEM, GENERATOR shall: (i) operate the PROJECT with due regard for the safety, security and reliability of the PUBLIC SERVICE SYSTEM; (ii) maintain a power factor at or as near unity as practicable at the POINT OF INTERCONNECTION of the PROJECT with and to the PUBLIC SERVICE SYSTEM, unless requested otherwise by PSE&G; (iii) control its voltage and frequency to values acceptable to PSE&G consistent with the operation of the PUBLIC SERVICE SYSTEM; (iv) coordinate its relaying and fusing so as to conform with PSE&G's system protection practices, in effect from time to time; (v) maintain the PROJECT in a safe and reliable operating condition; and, (vi) submit to PSE&G the monthly schedules and estimates required by this ARTICLE. In addition to the foregoing, GENERATOR shall use reasonable efforts to perform such other actions not in conflict with the provisions of this AGREEMENT or its obligations to PJM, as may be reasonably requested by PSE&G, to enable PSE&G to: (a) operate the PUBLIC SERVICE SYSTEM in a safe and reliable manner; and (b) operate the PUBLIC SERVICE SYSTEM so as to discharge PSE&G's obligations to provide safe, adequate and proper service to its customers.

Pursuant to and consistent with GENERATOR's obligation to coordinate operation of the PROJECT with the operation of the PUBLIC SERVICE SYSTEM, GENERATOR shall install and maintain, at its expense, during any term of this AGREEMENT, an unlisted business telephone line dedicated to the exclusive use of dispatching generation and coordinating operations by and between PSE&G operating personnel and GENERATOR's control room operating personnel.

Section B Reports, Schedules and Notifications

GENERATOR shall provide to PSE&G during December of each year the following: (i) an estimate of the NET ELECTRICAL POWER OUTPUT which GENERATOR plans to deliver to the RECEIPT POINT in the succeeding twelve (12) MONTHS; and (ii) an estimate of the NET ELECTRICAL POWER OUTPUT which GENERATOR plans to deliver to the RECEIPT POINT for each MONTH of the succeeding twelve (12) MONTHS. Such estimates shall be provided for planning purposes only, and shall not constitute a commitment by GENERATOR to deliver electricity to the RECEIPT POINT. GENERATOR shall provide to PSE&G, as soon as practicable, any changes in the names and telephone numbers of responsible management level employees for contact by PSE&G personnel at any time during the succeeding MONTH. In addition, GENERATOR shall also furnish to PSE&G in December of each year a schedule of planned maintenance and/or repair activities for the FACILITY, and provide any updates as they become available during the year.

GENERATOR agrees to notify PSE&G of its planned maintenance of the PROJECT as soon as reasonably practicable prior to a scheduled outage. PSE&G will review the effect of the proposed schedule on the overall maintenance schedules of PJM and PSE&G and advise GENERATOR of problems that may be created by GENERATOR's scheduled outage within ten (10) days of receipt of GENERATOR's notice and suggest reasonable alternative schedules.

Except in an emergency, GENERATOR shall give prior notice of not less than eight (8) hours, if practicable, for any anticipated outage other than planned maintenance. GENERATOR agrees to give notice to PSE&G as soon as is practicable in the event of emergencies or other unanticipated outages.

Where practicable, PSE&G shall attempt to coordinate PUBLIC SERVICE SYSTEM maintenance, repair, rearrangement, relocation, removal or reinforcement activities with GENERATOR's planned maintenance of the PROJECT so as to minimize any interruption, curtailment or reduction of acceptance of the PROJECT's NET ELECTRICAL POWER OUTPUT; provided, however, the scheduling, implementation and conduct of such activities by PSE&G shall remain within the sole discretion of PSE&G. PSE&G will provide a schedule of planned maintenance to GENERATOR as soon as is practicable after such a schedule is available for distribution.

Section C Synchronization

GENERATOR shall not parallel its electric generation unit(s) with the PUBLIC SERVICE SYSTEM at any time without notification to and without obtaining the consent of PSE&G, which consent shall not be withheld except pursuant to and in accordance with the provisions of this AGREEMENT.

ARTICLE VIII POWER SPECIFICATIONS

The NET ELECTRICAL POWER OUTPUT supplied by GENERATOR to the RECEIPT POINT for receipt by PSE&G during the term of this AGREEMENT shall be at a nominal voltage of 13,200 volts, 60 hertz, balanced three-phase alternating current produced by an inverter-based generator, and where applicable, equipped with automatic voltage regulation and automatic speed control and the generator shall be designed to meet the requirements of NEMA Standard MG 1-22. The NET ELECTRICAL POWER OUTPUT produced by the FACILITY, including the effects of harmonics, shall meet the requirements of IEEE 519, and shall not interfere with PSE&G's metering accuracy, the PUBLIC SERVICE SYSTEM, or the quality of PSE&G's service to its retail and sale-for-resale customer loads. Voltage waveform deviation, total harmonic content of the AC waveform, current distortion, and T.I.F. (Telephone Influence Factor) shall meet acceptable standards. In no event shall the operation of the FACILITY result in unacceptable harmonic distortion as defined by NEMA MG 1-22.43.

ARTICLE IX METERING/RECORDS

Section A Electricity Revenue Metering

PSE&G shall install, own, operate and maintain electricity recording meters at the FACILITY which are required or necessary to enable PSE&G to make an accurate measurement of the quantity of NET ELECTRICAL POWER OUTPUT received at the RECEIPT POINT

from the FACILITY. The electricity recording meters shall be of a type suitable for INTERCONNECTION billing purposes. The electricity recording meters, shall be designed and manufactured to conform to the performance described in ANSI C12.20 as Accuracy Class 0.2. PSE&G shall operate and maintain such electricity recording meters so as to assure, to the maximum extent practicable, that such meters provide an accurate record of the NET ELECTRICAL POWER OUTPUT (energy in kilowatt-hours) supplied to and received by PSE&G at the RECEIPT POINT from the FACILITY.

PSE&G shall designate, select and specify all associated electricity recording equipment (Associated Equipment) required by PSE&G to make measurement of the NET ELECTRICAL POWER OUTPUT supplied by GENERATOR to the RECEIPT POINT, including but not limited to instrument transformers (i.e. current transformers and voltage transformers), meter sockets, cables and accessories. PSE&G shall purchase and arrange for the delivery of such Associated Equipment to a PSE&G Electric Division location. The GENERATOR will transport the Instrument Transformers and Associated Equipment to the PROJECT for installation by GENERATOR at GENERATOR's expense. PSE&G shall own, operate and maintain such Associated Equipment.

The costs of the electricity recording meters and Associated Equipment described in the preceding two paragraphs is included as a cost associated with the design, construction, installation, testing and commissioning of the INTERCONNECTION as provided for and in accordance with ARTICLE VI.

PSE&G shall have the right to secure and safeguard the electricity recording meters and Associated Equipment installed and maintained at the FACILITY. Neither GENERATOR nor any person, other than PSE&G, shall be permitted to operate, maintain, repair, alter, remove, replace, rearrange, reconstruct, relocate, tamper or interfere with in any way said meters or Associated Equipment.

Unless otherwise agreed to by PSE&G and/or except as otherwise provided in this AGREEMENT, PSE&G's electricity recording meters shall be utilized for the determination of the monthly charges reflected in any billing statement submitted to GENERATOR for payment under this AGREEMENT.

GENERATOR may install, own, operate and maintain, at its own expense, an electricity recording meter(s), Associated Equipment at the FACILITY for measuring and recording the quantity of NET ELECTRICAL POWER OUTPUT received by PSE&G at the RECEIPT POINT from the FACILITY; provided that the installation, operation and/or maintenance of such equipment does not utilize or connect to PSE&G's electricity recording meters or Associated Equipment (including instrument transformers) and does not interfere, in any way, with the operation of such meters or equipment.

Unless otherwise agreed to by PSE&G and/or except as otherwise provided in this AGREEMENT, the electricity recording meter(s) installed and maintained by GENERATOR at the SUBSTATION FACILITY shall not be utilized for any determination of the charges to be included in any statement submitted to GENERATOR for payment by PSE&G under this AGREEMENT.

The accuracy of PSE&G's electricity recording meters shall periodically be tested by PSE&G, at GENERATOR's expense. Such accuracy test shall be conducted in accordance with the standards set forth in the American National Standard Code for Electricity Metering. Notice of such accuracy test(s) shall be given by PSE&G to GENERATOR. GENERATOR's representatives may attend any such accuracy test. GENERATOR may, for good cause, request PSE&G to conduct an accuracy test of PSE&G's electricity recording meters. In the event good cause is shown, PSE&G shall conduct an accuracy test at GENERATOR's request. Any cost or expense associated with any accuracy test performed by PSE&G at GENERATOR's request on PSE&G's electricity recording meters shall be billed to and paid by GENERATOR; provided, however, in the event PSE&G's electricity recording meters are determined as a result of such test to be registering inaccurately in excess of one percent (1%), PSE&G shall pay the costs of such accuracy test.

The accuracy of any electricity recording meter(s) maintained by GENERATOR at the SUBSTATION FACILITY shall be verified by test at least once every two years, (every four years if NET ELECTRICAL POWER OUTPUT is less than or equal to 2 MW). The meter performance is considered useable when the percent registration is not less than 99% or more than 101%. Such accuracy test shall be conducted in accordance with the standards set forth in the American National Standard Code for Electricity Metering. GENERATOR shall establish, at the time of installation, and maintain the accuracy of such electricity recording meter(s) in accordance with the standard of accuracy set forth in the American National Standard Code for Electricity Metering (ANSI C12.1). Instrument Transformers used with these electricity recording meters shall meet the requirements of C57.13 for accuracy class 0.3. Notice of such accuracy test(s) shall be given by GENERATOR to PSE&G, and PSE&G may attend any such accuracy test(s). PSE&G may, for good cause, request GENERATOR to conduct or have conducted an accuracy test(s) of GENERATOR's electricity recording meter(s). In the event good cause is shown, GENERATOR shall conduct or have conducted an accuracy test of GENERATOR's electricity recording meter(s). Any cost or expense associated with any accuracy test(s) shall be paid by GENERATOR, except where such test(s) was conducted at PSE&G's request and meter registration is determined to have inaccuracy of less than one percent (1%).

In the event PSE&G's electricity recording meter(s) is out of service or is registering inaccurately, the amount of inaccuracy shall be determined and such meter(s) shall be repaired, replaced and/or adjusted so as to accurately measure the NET ELECTRICAL POWER OUTPUT supplied by GENERATOR to the RECEIPT POINT. Any meter reading(s) and statement(s) for the period of the inaccuracy shall be adjusted so as to reflect any correction of such inaccuracy as far as such inaccuracy can be reasonably ascertained; provided, however, no adjustment shall be made in any meter reading(s) nor shall any billing statement be adjusted for or on account of a registration inaccuracy of one (1) percent or less.

In the event a registration inaccuracy of greater than one (1) percent is found on PSE&G's electricity recording meter(s), a billing adjustment shall be made. The billing adjustment shall be made for the period of inaccuracy, if ascertainable, or in the event the period of the inaccuracy cannot be reasonably encompassed one-half (1/2) of the time period since the last accuracy test of the meter(s) (hereinafter referred to as the Surrogate Period). The quantities delivered for the period of inaccuracy, if ascertainable, or, if not ascertainable, the Surrogate

period, shall be determined and adjustments made for billing purposes by determining or estimating the quantity received by PSE&G during the relevant period from the best available source/data, which source/data may include but not be limited to: (i) registration data obtained from the electricity recording meter(s) maintained by GENERATOR at the FACILITY; and/or (ii) receipts by PSE&G during an equivalent or similar period when such meter(s) was registering accurately; and/or (iii) correction of the error, if the percentage of error is ascertainable, by calibration, test or mathematical calculation; provided, however, in the event GENERATOR's metering equipment meets applicable PSE&G standards and PSE&G determines that such equipment has been installed, operated, read and maintained in accordance with applicable PSE&G standards, practices and/or procedures, the period of inaccuracy and the quantities delivered for such period shall be determined and the adjustment(s) made for payment purposes solely by reference to GENERATOR's electricity recording equipment.

PSE&G and GENERATOR shall retain the records each prepares and maintains in the ordinary course of business relative to the amount of NET ELECTRICAL POWER OUTPUT produced by the FACILITY and supplied to and received by PSE&G at the RECEIPT POINT and any records each prepares and maintains relative to any maintenance, repair or testing of any electricity measuring meter(s) maintained at the FACILITY. The records possessed by one Party shall be made available for inspection by the other Party upon reasonable notice of request therefore. All such records shall be maintained for a period of six (6) years.

Additionally, GENERATOR shall obtain, at its own expense, a dedicated telephone circuit which is required to establish a telecommunications link for PSE&G's electricity recording metering equipment.

Section B Telemetry

Equipment may be installed at the PROJECT, PSE&G's local Electric Distribution Division Office and at PSE&G's Electric System Operations Center (ESOC) in Newark, New Jersey, to enable measurement of some or all of the following electrical quantities, and the subsequent telecommunication by telemetry of: (i) instantaneous net active electrical power output of the FACILITY's generating unit(s); (ii) instantaneous net reactive electrical power output of each of the FACILITY's generating units; (iii) instantaneous terminal voltage of each of the FACILITY's generating units; (iv) instantaneous voltage at the POINT OF INTERCONNECTION; (v) instantaneous active power flow on the INTERCONNECTION at the POINT OF INTERCONNECTION; (vi) instantaneous reactive power flow on the INTERCONNECTION at the POINT OF INTERCONNECTION; (vii) frequency of the FACILITY's generating unit(s); and (viii) hourly kilowatt hours of electrical energy received by PSE&G at the RECEIPT POINT.

The costs of the equipment described in the preceding paragraph shall be included as a cost associated with the design, construction, and installation of the INTERCONNECTION. GENERATOR shall pay PSE&G for any costs associated with the operation and maintenance and/or repair of all such equipment described in this Section B. GENERATOR shall pay any billing for operation and maintenance of such equipment within thirty (30) days of the date of billing.

Section C
Supervisory Control and Data Acquisition (SCADA)

Equipment shall be installed at the PROJECT for both ESOC and PSE&G's Distribution Systems Service Dispatcher to: (i) provide an indication at ESOC of the status of certain circuit breaker(s) or disconnecting devices at the FACILITY and SUBSTATION FACILITY; (ii) provide an alarm indication of hard lockout and remote trip relays; and (iii) enable PSE&G to open certain circuit breakers or disconnecting devices at the SUBSTATION FACILITY to permit rapid separation of the FACILITY from the PUBLIC SERVICE SYSTEM.

The costs of the equipment described in the preceding paragraph shall be included as a cost associated with the design, construction, and installation of the INTERCONNECTION.

GENERATOR shall pay PSE&G for any costs associated with the operation and maintenance and/or repair of all such equipment described in this Section C. GENERATOR shall pay any billing for operation and maintenance of such equipment within thirty (30) days of the date of the billing.

Section D
Telecommunications

GENERATOR shall reimburse PSE&G for the operation and maintenance costs of operating the telecommunication circuits required for telemetering to PSE&G's ESOC and Distribution Systems Service Dispatcher, and to GENERATOR where applicable, by means of both digital data links and analog signals, the measurements of the electrical quantities specified in Section B and Section C of this ARTICLE IX. If PSE&G furnishes and/or obtains these telecommunication circuits, it will bill GENERATOR on a monthly basis for this service.

The costs of the equipment described in the preceding paragraph shall be included as a cost associated with the design, construction, and installation of the INTERCONNECTION.

GENERATOR shall lease, at its expense, the telephone circuits required by any transfer-trip relaying equipment required that may be required by this AGREEMENT. GENERATOR is responsible for maintaining this telecommunication service.

ARTICLE X
DEDICATION OF FACILITIES

No undertaking by PSE&G under any provision of this AGREEMENT shall constitute the dedication to GENERATOR or to the public of the PUBLIC SERVICE SYSTEM.

ARTICLE XI
REARRANGEMENT

PSE&G represents to GENERATOR that it has no present plans or intention to convert its PUBLIC SERVICE SYSTEM in the area of the PROJECT to a higher voltage. However, in

the event PSE&G should decide, for cause, at any time or from time to time to convert the PUBLIC SERVICE SYSTEM at the point of connection of the PROJECT to the PUBLIC SERVICE SYSTEM, or in the vicinity thereof, to a different voltage, PSE&G shall advise GENERATOR in writing as soon as PSE&G shall make any such decision, but at least one (1) year in advance of making any such conversion. GENERATOR shall have no obligation to install and be responsible to pay for any of the costs associated with the conversion of the PUBLIC SERVICE SYSTEM to a higher voltage. However, GENERATOR shall be obligated to install and be responsible to pay for the facilities and equipment required to be installed at the PROJECT to continue the interconnected operation of the PUBLIC SERVICE SYSTEM and the FACILITY. Additionally, GENERATOR shall be responsible to pay for any modification to or replacement of any PSE&G electric recording meter(s) and Associated Equipment which PSE&G requires to be modified or replaced at the FACILITY as a consequence of any such conversion. Unless other billing and payment arrangements are mutually agreed upon by PSE&G and GENERATOR, GENERATOR shall be billed and shall pay any billing(s) for such costs as such costs are incurred by PSE&G. Cause, as specified in this ARTICLE XI, shall include but not be limited to obsolescence, changing patterns of demand and usage of electric power and energy by PSE&G's retail and sale-for-resale customers or physical destruction of plant, whether the result of deterioration or casualty.

ARTICLE XII FACILITY AND SUBSTATION FACILITY

GENERATOR shall, at its own expense, design, construct, and install, and own/lease, operate and maintain the FACILITY, and the SUBSTATION FACILITY required to enable it to interconnect with the PUBLIC SERVICE SYSTEM. If a substation already exists at the PROJECT site, then the GENERATOR is responsible at its own expense to design, construct and install any modifications needed to the existing equipment, and operate and maintain the modified SUBSTATION FACILITY to enable it to interconnect with the PUBLIC SERVICE SYSTEM.

A copy of "Interconnection Protection and Safety Requirements and Standards for Customer-Owned Generating Facilities" (Exhibit 2) is attached to this AGREEMENT. Notwithstanding any implication to the contrary contained in this ARTICLE XII the right of acceptance by PSE&G with respect to the SUBSTATION FACILITY, as specified by this ARTICLE XII, shall be limited to a determination as to whether the design of the FACILITY and SUBSTATION FACILITY is consistent with the requirements contained in Exhibit 2.

Prior to execution of the AGREEMENT, GENERATOR shall provide and PSE&G shall review the plans and specifications of the FACILITY and SUBSTATION FACILITY, including but not limited to single line diagrams, protective relay schemes, protective equipment ratings and generator data such as equivalent impedances and time constants.

Prior to the DATE OF INITIAL OPERATION, PSE&G shall perform the functional tests on the relays required by PSE&G to be located in the SUBSTATION FACILITY. PSE&G shall specify and affect the settings of such relays. During the term of this AGREEMENT, PSE&G shall have access to and the right to inspect and perform scheduled maintenance on such relays as well as the right to readjust the settings of such relays as required at GENERATOR's expense.

GENERATOR shall not synchronize its generating unit(s) with the PUBLIC SERVICE SYSTEM at any time without notification to and without obtaining the consent of PSE&G, which consent shall not be withheld except pursuant to and in accordance with the provisions of ARTICLE VII and this ARTICLE XII.

GENERATOR shall not rearrange, reconfigure, modify, alter or change in a material way the FACILITY or SUBSTATION FACILITY without notice to and the acceptance by PSE&G of such rearrangement, reconfiguration, modification, alteration or change which acceptance will not be unreasonably delayed or withheld and shall be governed by the requirements specified in Exhibit 2.

Any review made by PSE&G of the Plans and Specifications of the FACILITY or SUBSTATION FACILITY, any examination made by PSE&G of the actual design, construction and/or installation of the FACILITY or SUBSTATION FACILITY and/or any determination made by PSE&G in connection with any such review or examination will be solely for the purpose of permitting PSE&G, consistent with its statutory obligations to its retail and sale-for-resale customers, to: (i) determine whether the design, construction, installation, testing and commissioning of such facilities are compatible with the PUBLIC SERVICE SYSTEM; and (ii) such facilities will not adversely affect the integrity, reliability or safe operation of the PUBLIC SERVICE SYSTEM.

PSE&G'S review or examination, and any determination made in connection therewith, is not intended to be, nor will same be made by PSE&G for the purpose of, nor should same be interpreted, construed and/or relied upon by GENERATOR, or any other person or entity, as an endorsement, approval, confirmation and/or warranty of or by PSE&G relative to any aspect of the design, construction or installation of GENERATOR'S FACILITY and SUBSTATION FACILITY, their safety, reliability, economic and/or technical feasibility, performance and/or operational capability and/or the suitability of same for their intended purpose(s). GENERATOR shall not represent to any third-party that PSE&G's review was undertaken for any reason other than the reasons expressly stated in this ARTICLE XII.

GENERATOR shall permit PSE&G, its officers, agents, servants and employees, its successors and assigns, when and as requested, access to, egress and ingress, from and over the PROJECT, at any time and upon reasonable notice, as same may be necessary or required by PSE&G, to permit PSE&G, its officers, agents, servants and employees, its successors and assigns, to take any action necessary to discharge its obligations or to exercise its rights under this AGREEMENT, including but not limited to access to: (i) permit PSE&G to examine, inspect, test, operate, maintain, repair, remove, rearrange and/or replace its electricity recording equipment and associated electricity measuring equipment; (ii) permit PSE&G to perform switching operations on switchgear located in the SUBSTATION FACILITY; and (iii) permit PSE&G to examine, inspect, test and set protective relays required by PSE&G. GENERATOR shall not deny, refuse or delay PSE&G's access to the PROJECT, provided that while at the PROJECT such PSE&G representative shall observe such reasonable safety precautions as may be required by GENERATOR.

**ARTICLE XIII
LIMITATION OF LIABILITY**

PSE&G'S TOTAL LIABILITY TO THE GENERATOR FOR ALL CLAIMS OR SUITS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE SUM OF THE PAYMENTS (EXCLUSIVE OF THE COSTS OF THE ELECTRICITY RECORDING METERS AND ASSOCIATED EQUIPMENT DESCRIBED IN ARTICLE IX OF THIS AGREEMENT) MADE BY THE GENERATOR UNDER ARTICLE VI.E OF THIS AGREEMENT, AS MAY BE AMENDED BY AGREED UPON PRICE FOR EXTRA WORK AUTHORIZED BY WRITTEN CHANGE ORDER. NEITHER PSE&G NOR GENERATOR SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS OR EXPENSES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST OR REDUCED PROFITS, REVENUES, EFFICIENCY, PRODUCTIVITY, BONDING CAPACITY, OR BUSINESS OPPORTUNITIES, OR INCREASED OR EXTENDED OVERHEAD, OPERATING, MAINTENANCE OR DEPRECIATION COSTS AND EXPENSES).

**ARTICLE XIV
FORCE MAJEURE**

An event of "Force Majeure" as used herein means an event beyond the reasonable control of and which occurs without the fault or negligence of the Party claiming Force Majeure which events may include but are not limited to: acts of God; strikes, lockouts or other similar such industrial disturbances; acts of the public enemy, wars, civil industrial disturbances; blockades, military actions, insurrections or riots; landslides, floods, washouts, lightning, earthquakes, tornadoes, hurricanes, blizzards or other storms or storm warnings; explosions, fires, sabotage or vandalism; mandates, directives, orders or restraints, actions or inactions of any governmental, regulatory or judicial body or agency; breakage, defects, malfunctioning, or accident to machinery, equipment, materials or lines of pipe or wires, freezing of machinery, equipment, materials or lines of pipe or wires; inability or delay in the obtaining of materials or equipment; inability to obtain or utilize any permit, approval, easement, license or right-of-way. The settlement of strikes, lockouts or other similar such industrial disturbances shall be entirely within the discretion of the Party directly affected. The requirement herein that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other similar such industrial disturbances when such course is, in the opinion of the Party directly affected, inadvisable.

In the event PSE&G or GENERATOR is rendered unable, wholly or in part, by an event of Force Majeure, to perform any obligation it has under this AGREEMENT, it is agreed that, on PSE&G or GENERATOR giving notice and full particulars of such event of Force Majeure to the other Party, as soon thereafter as practicable, the obligations of PSE&G or GENERATOR, so far as they are affected by such event of Force Majeure, shall be suspended during the continuance of any inability or incapacity so caused, but for no longer period; provided however,

neither Party shall be relieved from any obligation to make payment to the other for expenses already incurred. PSE&G or GENERATOR shall use reasonable commercial efforts to remedy the cause of such inability or incapacity with all reasonable dispatch.

Neither Party shall be liable to the other for any claim(s), loss(es), damage(s), liability(ies) or expense(s) sustained or incurred by PSE&G or GENERATOR, arising out of, relating to, or resulting from either Party's inability or incapacity to perform its obligations under this AGREEMENT due to any event of Force Majeure, as herein defined.

ARTICLE XV PROTECTIVE DEVICES

GENERATOR has been advised and acknowledges that actions, conditions, and/or events on the PUBLIC SERVICE SYSTEM may adversely impair PROJECT operations and/or PROJECT. As such, GENERATOR agrees to install, operate and maintain protective devices at the PROJECT and institute and maintain procedures to minimize damage to PROJECT arising as a result of the occurrence of any such PUBLIC SERVICE SYSTEM or PJM SYSTEM condition.

ARTICLE XVI INDEMNIFICATION

Section A General

The provisions of this ARTICLE XVI providing for the GENERATOR's duty to defend, indemnify, and hold harmless PSE&G shall also apply to and protect PSE&G's officers, agents, servants, employees, shareholders, successors, and assigns. The GENERATOR's obligation to defend, indemnify, and hold harmless PSE&G shall under the provisions of this ARTICLE exclude only those instances which are due to PSE&G's intentional and deliberate misconduct or where the personal injury, death, occupational disease or loss or damage to real or personal property was due to PSE&G's sole negligence.

Section B Personal Injury and Property Damage

1. GENERATOR shall indemnify and hold harmless PSE&G from and against all liabilities, losses, liens, damages, judgments, fines, penalties, fees or expenses (including reasonable attorneys fees) due to personal injury, death, or occupational disease of any person, including, but not limited to, all GENERATOR's or subcontractor's employees or agents; or due to loss or damage to any real or personal property; which in whole or in part arise out of, relate to, result from, or are connected with or which in any manner, relate to or result from, but are not limited to, the design, construction, engineering, installation, operation, maintenance, repair, replacement, supervision, inspection, testing, protection, reinforcement, reconstruction, decommissioning, removal, use, control or ownership of its facilities. or equipment or machinery; the nature or condition of any site, premises or facilities where any work connected in any way to the INTERCONNECTION, the FACILITY or the PROJECT was provided; the

operation of the INTERCONNECTION, the FACILITY or the PROJECT; or the GENERATOR'S or any subcontractor's failure to provide adequate preventative and protective measures, safeguards or devices.

2. The GENERATOR shall, at PSE&G's option and at the GENERATOR's own cost and expense, defend PSE&G against any and all claims, complaints, suits, proceedings, demands, disputes, actions or allegations of any kind, whether just or unjust, which are premised upon personal injury, death, or occupational disease of any person, including, but not limited to, all GENERATOR's or subcontractor's employees or agents; or due to loss or damage to any real or personal property; which in whole or in part arise out of, relate to, result from, or are connected with or which in any manner, relate to or result from, but are not limited to, the design, construction, engineering, installation, operation, maintenance, repair, replacement, supervision, inspection, testing, protection, reinforcement, reconstruction, decommissioning, removal, use, control or ownership of its facilities. or equipment or machinery; the nature or condition of any site, premises or facilities where any work connected in any way to the INTERCONNECTION, the FACILITY or the PROJECT was provided; the operation of the INTERCONNECTION, the FACILITY or the PROJECT; or the GENERATOR's or any subcontractor's failure to provide adequate preventative and protective measures, safeguards or devices. For purposes of fulfilling its duties to defend, indemnify and hold harmless PSE&G, the GENERATOR waives the immunities, rights, or defenses which may be available under applicable Worker's Compensation Laws.

Section C Compliance with Laws

The GENERATOR shall comply with all applicable Federal, State, County, and Municipal laws, statutes, ordinances, resolutions, rules and regulations in effect at the time any work in way connected in any way to the INTERCONNECTION, the FACILITY or the PROJECT is provided; the operation of the INTERCONNECTION, the FACILITY or the PROJECT; as well as the requirements of all commissions, boards, bodies, and agencies having jurisdiction over PSE&G, the INTERCONNECTION, the FACILITY or the PROJECT; the operation thereof or over or with respect to any persons or entities employed in the provision of any work relating thereto, including equipment or materials; and the GENERATOR shall indemnify and hold harmless PSE&G from and against any and all liabilities, losses, liens, damages, judgments, penalties, fines, fees, or expenses (including reasonable attorneys fees) which in whole or in part arise out of, relate to, result from, or are connected with any violation thereof by the GENERATOR or any of its subcontractors. GENERATOR shall, at PSE&G's option and at the GENERATOR's expense, defend PSE&G against any and all claims, complaints, suits, proceedings, demands, disputes, actions or allegations of any kind, whether just or unjust, which in whole or in part actually or allegedly arise out of, relate to, result from, or are connected with any such violation by the GENERATOR or any of its subcontractors.

Section D Patent, Copyright and Proprietary Interests

GENERATOR shall not infringe upon or violate any patent, copyright, service mark, trademark, trade secret or any other proprietary interest of any kind of any person or entity in connection with the FACILITY or the PROJECT, or the design, construction of the operation thereof. GENERATOR shall indemnify and hold harmless PSE&G from and against any and all liabilities, losses, liens, damages, judgments, penalties, fines, fees, or expenses (including reasonable attorneys fees) due to any infringement or violation of any proprietary interest which in whole or in part, arise out of, relate to, result from, or are connected with any infringement or violation thereof. GENERATOR shall, at PSE&G's option and at the GENERATOR's expense, defend PSE&G against any and all claims, complaints, suits, proceedings, demands, disputes, actions or allegations, of any kind, whether just or unjust, that the FACILITY or the PROJECT, or the design, construction of the operation thereof, related to any invention, mark, name, diagram, drawing, design, apparatus, process, or work of authorship, or any part thereof, provided under this AGREEMENT, that the use of any such item or part thereof, constitutes an infringement or violation of any proprietary interest.

ARTICLE XVII INSURANCE

Section A Coverages

Prior to the start of construction, GENERATOR shall at its own expense, procure and maintain in effect the following minimum insurance coverages with carriers acceptable to PSE&G, including:

1. Workers' Compensation insurance in accordance with statutory limits, as required by the State of New Jersey, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
2. Commercial General Liability insurance (occurrence form) providing coverage for premises, bodily injury, property damage, personal injury, advertising liability, blanket contractual liability covering the GENERATOR's obligations under this AGREEMENT, coverage for independent contractors and broad form property damage coverage with limits of not less than one million dollars (\$1,000,000) for each occurrence with an annual aggregate of three million dollars (\$3,000,000).
3. Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by GENERATOR in the connection with the PROJECT with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.
4. Excess or Umbrella Liability insurance with a limit of not less than five million dollars (\$5,000,000) for each occurrence with an annual aggregate of five million dollars (\$5,000,000). This limit applies in excess of each of the coverages set forth above in paragraphs 1. (Employer's Liability), 2. (Commercial General Liability insurance) and 3. (Commercial Automobile Liability insurance), which are scheduled as primary.

5. Pollution/Environmental Liability insurance with a minimum limit of five million dollars (\$5,000,000) each occurrence where the work involves or includes contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminates, waste, toxic materials, or any potential pollutants.
6. The insurance coverages to be provided by GENERATOR under this AGREEMENT shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than one million dollars (\$1,000,000) unless approved in writing by PSE&G. The insurance coverages provided under this AGREEMENT shall not contain any restrictions or limitations which are inconsistent with PSE&G's rights under the AGREEMENT.
7. All above-mentioned insurance policies shall provide the following; be primary to any other insurance or self-insurance carried by PSE&G; contain standard cross-liability provisions; and provide for a waiver of all rights of subrogation against PSE&G by GENERATOR and its insurers.

Section B Additional Coverages

PSE&G reserves the right at any time, including after construction has begun, to require GENERATOR to procure and maintain additional coverages or limits and GENERATOR shall furnish such additional insurance or limits and the associated increase, if any, in premium paid by the GENERATOR shall be reimbursed by PSE&G at cost without mark-up.

Section C Additional Insured Endorsement

All liability insurance policies shall name PSE&G and its successors and assigns, as additional insureds and GENERATOR shall maintain the required coverages, naming PSE&G as an additional insured, for the term of this AGREEMENT.

Section D Evidence of Insurance

Prior to the start of construction, GENERATOR shall deliver to PSE&G's Supply Chain Representative evidence of the required insurance coverage in the form of Certificates of Insurance acceptable to PSE&G. The Certificates of Insurance and the insurance policies required by this AGREEMENT shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or permit the policy limits to be reduced in any manner, until at least thirty (30) days prior Written Notice (ten (10) days Written Notice in the case of nonpayment of premium) has been given to PSE&G.

Section E Ratings

All insurance coverages required under this AGREEMENT shall be provided by insurance companies acceptable to PSE&G and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance referred to above (Evidence of Insurance)).

Section F
Failure to Obtain and Maintain Insurance

Failure to obtain and maintain the insurance required under this AGREEMENT shall constitute a material breach of this AGREEMENT and GENERATOR will be liable for any and all costs, liabilities, and damages (including attorney's fees, court costs, and settlement expenses) resulting to PSE&G from such breach. In the event GENERATOR fails to provide the required insurance, PSE&G may at its option, procure said insurance at GENERATOR's expense.

Section G
GENERATOR's Obligations Not Limited

The insurance requirements set forth above are to protect PSE&G from any and all claims by third parties, including employees of the GENERATOR, its agents, subcontractors and invitees. Said insurance, however, is in no manner to relieve or release GENERATOR, its agents, subcontractors and invitees from, or limit their liability as to, any and all obligations assumed under the AGREEMENT.

ARTICLE XVIII
REPRESENTATIONS AND WARRANTIES

GENERATOR hereby represents and warrants to PSE&G as follows:

- (a) GENERATOR is duly formed and existing in good standing under the laws of the State of New Jersey and is duly qualified and authorized to enter into and perform the obligations set forth in this AGREEMENT.
- (b) GENERATOR is duly registered in, and authorized to transact business under, the laws of the State of New Jersey.
- (c) The execution and performance of this AGREEMENT: (1) have been duly authorized by all required corporate or other actions of GENERATOR; (2) do not require any consent or approval not otherwise previously obtained; and (3) will not violate any judgment, order, law or regulation applicable to GENERATOR or any provisions of GENERATOR's charter, ordinances or resolutions.
- (d) The execution of this AGREEMENT and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or an event of default under any charter, ordinances or resolutions of GENERATOR, or any agreement, indenture, mortgage, bond, contract, instrument, or applicable laws to which GENERATOR is bound. This AGREEMENT has been duly executed and constitutes a legal,

valid and binding obligation of GENERATOR and is enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor's rights generally and the application of principles of equity.

- (e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or threatened against GENERATOR, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by GENERATOR of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this AGREEMENT, or any other agreement or instrument entered into by GENERATOR in connection with the transactions contemplated hereby.
- (f) NET ELECTRICAL POWER OUTPUT to be received by PSE&G from GENERATOR at the RECEIPT POINT shall be free and clear of any lien or adverse claims which might attach to said electricity prior to its supply to and receipt by PSE&G, except any lien or adverse claim that may accrue to any financier of GENERATOR; and
- (g) GENERATOR shall maintain and operate the PROJECT (either directly or through a third party vendor) in compliance with this AGREEMENT and the regulations of PJM required to maintain its Eligible Customer status under the terms of its Wholesale Market Participation Agreement during the term of this AGREEMENT; and
- (h) The PROJECT and the operation thereof meets (and will meet) the requirements of all permits, licenses and approvals of all governmental bodies with jurisdiction needed to operate the PROJECT.

ARTICLE XIX EVENTS OF DEFAULT AND BREACH OF CONTRACT

GENERATOR shall be in default under this AGREEMENT upon the happening or occurrence of any of the following events or conditions, each of which shall be deemed to be an "EVENT OF DEFAULT," and, if not cured in accordance with the provisions specified below, shall be considered a breach of contract for purposes of this AGREEMENT.

1. GENERATOR breaches or fails to observe or perform to PSE&G's reasonable satisfaction, any of the obligations, covenants, conditions, services or responsibilities under this AGREEMENT, unless, within thirty (30) days after written notice from PSE&G specifying the nature of such breach or failure, GENERATOR either cures such breach or failure or, if such cure cannot be completed within thirty (30) days, commences and diligently pursues such cure.
2. There is an assignment for the benefit of GENERATOR's creditors, or GENERATOR is adjudged bankrupt, or a petition is filed by or against

GENERATOR under the provisions of any state insolvency law or under the provisions of the Federal Bankruptcy Laws, or the business or principal assets of GENERATOR are placed in the hands of a receiver, assignee or trustee, or GENERATOR is dissolved, or GENERATOR's existence is terminated, or its business is discontinued; provided, however, that the events described in this Paragraph 2 shall not constitute an EVENT OF DEFAULT or otherwise affect the validity of this AGREEMENT, so long as the terms, covenants and conditions of this AGREEMENT on the part of GENERATOR are performed, and in such event, this AGREEMENT shall continue to remain in full force in accordance with the terms herein contained.

3. GENERATOR takes any actions which prevents PSE&G from performing any of the obligations, covenants, conditions, responsibilities or services under this AGREEMENT, or fails to take any action which PSE&G determines is reasonably necessary to enable it to perform any of the obligations, covenants, conditions, responsibilities or services under this AGREEMENT, unless, within thirty (30) days after written notice from PSE&G specifying the nature of such action or failure to act, or, if such cure cannot be completed within thirty (30) days, commences and diligently pursues such cure.
4. GENERATOR fails to complete regular and required maintenance, testing or inspection of the FACILITY, SUBSTATION FACILITY and appurtenant equipment as required by this AGREEMENT within thirty (30) days after written notice of the need therefore by PSE&G; provided, however, if such maintenance testing or inspection cannot be completed within thirty (30) days GENERATOR shall not be in default if it has commenced and is diligently pursuing such activities.
5. GENERATOR continues to violate, after notice of a violation by a governmental agency, any code, regulation and/or statute applicable to the construction, installation or operation of the FACILITY and the SUBSTATION FACILITY, in accordance with this AGREEMENT, after written notice by PSE&G of such violation; provided, however, that if an immediate cessation of such violation is not possible or required by the nature of such violation GENERATOR shall not be in default if it immediately commences and diligently pursues steps necessary to cease any such violation.

Any waiver at any time by PSE&G of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or any other matter.

ARTICLE XX ENTIRE AGREEMENT

The AGREEMENT constitutes the entire AGREEMENT between the Parties with respect to the matters contained herein and all prior AGREEMENTS with respect thereto are

superseded hereby. Each Party confirms that it is not relying on any oral representations or warranties of the other Party except as specifically set forth herein. No additions, amendments or modifications hereof or of any terms included herein shall be binding unless duly executed by both Parties.

ARTICLE XXI ASSIGNMENT/TRANSFER

GENERATOR shall not assign this AGREEMENT to any other Party without the express prior written consent of PSE&G, which consent may be withheld in PSE&G's sole and absolute discretion. PSE&G has the unrestricted right to assign any or all of its rights, remedies or obligations under this AGREEMENT.

Notwithstanding the foregoing, GENERATOR may assign this AGREEMENT with the consent (not to be unreasonably withheld or delayed) of PSE&G to any affiliate of GENERATOR and may assign, pledge, hypothecate or otherwise transfer, as and for, among other purposes, collateral security, in connection with any financing or the refinancing of the FACILITY OR PROJECT, including a sale of this AGREEMENT, together with a sale of the FACILITY OR PROJECT, combined with the lease back to GENERATOR of the AGREEMENT and FACILITY OR PROJECT, as part of a sale-leaseback financing transaction. In connection with any such permitted transfer by GENERATOR, PSE&G agrees to execute a written consent to such collateral assignment in form and substance satisfactory to PSE&G, which collateral assignment may include, among other terms, PSE&G's agreement not to terminate this AGREEMENT pursuant to ARTICLE III without first providing written notice to the FINANCING PARTIES under ARTICLE XIX in respect of the EVENT OF DEFAULT that could give rise to such termination and thereupon providing the FINANCING PARTIES with the opportunity to cure such EVENT OF DEFAULT in accordance with the provisions of ARTICLE XIX.

ARTICLE XXII DETERMINATION OF PSE&G COSTS

The costs for any work done or service performed by PSE&G personnel and/or contractors, as required by this AGREEMENT including without limitation the costs of the INTERCONNECTION, which costs are to be billed to and to be paid by GENERATOR pursuant to this AGREEMENT, shall be determined by PSE&G in accordance with PSE&G's standard practices and procedures then in effect.

ARTICLE XXIII STANDARD FOR PERFORMANCE

Unless otherwise expressly provided for in this AGREEMENT, PSE&G will undertake and discharge any obligation it has in this AGREEMENT to, inter alia, design, construct, install, operate, maintain, repair, replace, reinforce, rearrange, purchase, select, examine, review, inspect or accept any facility or equipment pursuant to and in accordance with any applicable PSE&G

practice(s), standard(s) and/or procedure(s). PSE&G will use the same care and diligence in controlling the costs of any such activity(ies) GENERATOR is required to make payment for under this AGREEMENT as if the activity(ies) was being performed by and for PSE&G's own account.

ARTICLE XXIV DISPUTE RESOLUTION

1. The Parties shall cooperate within the limits of this AGREEMENT, as necessary, to facilitate the efficient performance hereunder. Disputes arising during the ordinary course are expected to be resolved by the respective managers of the Parties. However, any on-going dispute which cannot be settled by the respective managers of the Parties shall be referred for resolution by the respective corporate executives to whom the manager reports, it being the intent of the Parties to undertake by timely negotiation the resolution of disputes, if any, in a timely manner so as to avoid where feasible any need for the resort to mediation or court action.

2. Any controversy or claim arising out of or relating to this AGREEMENT or breach thereof that cannot be resolved by mutual agreement may be settled by mediation. Any such mediation proceedings shall take place in the State of New Jersey.
 - a. A Dispute may be submitted to mediation by either Party by written notice to the other Party. In the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the Parties as soon as practical after the written notice beginning the mediation process. Each Party shall provide the other with a list of no less than three (3) and no more than five (5) mediators, and the other Party may strike as many names as they choose. If the Parties cannot agree on a mediator, a mediator will be selected by the American Arbitration Association ("AAA") at the request of a Party.

 - b. The Parties agree that any and all mediation will be conducted in the AAA offices in or nearest to Newark, New Jersey, and in the manner specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

 - c. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the Dispute. No recording or transcript shall be made of the mediation proceedings.

 - d. If a Dispute has not been resolved within ninety (90) days after the written notice beginning the non-binding mediation process (or a longer period if

the Parties agreed to extend the non-binding mediation), the mediation shall terminate. Any legal claim, suit, proceeding, or action not settled by mediation shall be brought in New Jersey state courts or, if the claim, suit, proceeding or action is to be brought in Federal Court, in the United States Court, District of New Jersey.

**ARTICLE XXV
SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding upon and shall inure to the benefit of, or may be performed by, the successors and assigns of the Parties, except that, no assignment, pledge or other transfer of this AGREEMENT by any Party shall operate to release the assignor, pledgor or transferor from any of its obligations under this AGREEMENT, unless consent to the release is given in writing by the other Party, which consent shall not be unreasonably delayed or withheld, or unless such transfer is incident to a reorganization or merger or consolidation with or transfer of all or substantially all of the assets of the transferor to another person or business entity which person or entity shall, as part of such succession, assume all the obligations of the transferor under this AGREEMENT.

**ARTICLE XXVI
CHOICE OF LAW**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY AND FEDERAL LAW, WHERE APPLICABLE, WITHOUT RESORT TO THE RULES GOVERNING CONFLICTS OF LAWS AND ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT SHALL BE DELIBERATED IN A STATE OR FEDERAL COURT IN NEW JERSEY.

**ARTICLE XXVII
CAPTIONS**

The subject headings of the ARTICLES of this AGREEMENT are inserted solely for the purpose of convenient reference and are not intended to, nor shall same affect the meaning of any provision of this AGREEMENT.

**ARTICLE XXVIII
COUNTERPARTS**

This AGREEMENT may be executed in counterparts. Each shall be deemed an original but together shall constitute one and the same instrument.

**ARTICLE XXIX
MISCELLANEOUS**

This AGREEMENT and the obligations of the Parties hereunder are subject to all present and future valid laws and to all valid present and future orders, rules and regulations of any court or regulatory authority having jurisdiction.

All terms defined in this AGREEMENT shall have the same defined meanings when used in any notice, correspondence, report or other document made or delivered pursuant to or in connection with this AGREEMENT, unless the context shall otherwise require.

Each reference herein to GENERATOR and PSE&G shall be deemed to include their respective successors and assigns.

All of the covenants, warranties, undertakings and agreements of GENERATOR and PSE&G shall bind the respective Parties, their successors and assigns.

No Party shall be prejudiced or bound, except as otherwise specifically provided herein, nor shall any Party be deemed to have approved, accepted, agreed or consented to any concept, theory or principle underlying or supposed to underlie any of the matters contained herein.

All Parties further understand and agree that the provisions of this AGREEMENT relate only to the specific matter referred to herein and no Party or person waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein.

**ARTICLE XXX
RESERVATIONS**

No Party shall be prejudiced or bound, except as otherwise specifically provided herein, nor shall any Party be deemed to have approved, accepted, agreed or consented to any concept, theory or principle underlying or supposed to underlie any of the matters contained herein, including but not limited to any concept, theory, principle or method used to calculate the rates provided for herein.

All Parties further understand and agree that the provisions of this AGREEMENT relate only to the specific matter referred to herein and no Party or person waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein.

**ARTICLE XXXI
SURVIVAL OF OBLIGATIONS**

Termination of this AGREEMENT for any reason shall not relieve PSE&G or GENERATOR of any obligation accruing or arising prior to such termination.

**ARTICLE XXXII
NOTICES**

Any notice, request, demand, or statement which either PSE&G or GENERATOR may desire to give to the other shall be in writing and except as otherwise provided for in this AGREEMENT shall be considered as duly delivered when mailed by certified mail or delivered against receipt by messenger or overnight courier addressed to said Party as follows:

- (a) If to PSE&G:

Public Service Electric and Gas Company
80 Park Plaza – Mail Code T-5
P.O. Box 570
Newark, NJ 07101-0570
ATTENTION: Sheree Kelly

- (b) If to GENERATOR:

Pennoni Associates, Inc.
One Drexel Plaza
3001 Market Street, 2nd Floor
Philadelphia, PA 19104
ATTENTION: James Maddonni

Except as otherwise provided in this AGREEMENT, routine communications and billing statements shall be considered as duly delivered when mailed by either certified or ordinary mail:

- (a) If to PSE&G:

Public Service Electric and Gas Company
80 Park Plaza – Mail Code T-13
P.O. Box 570
Newark, NJ 07101-0570
ATTENTION: Manager – Interconnection Planning

- (c) If to GENERATOR:

Pennoni Associates, Inc.
One Drexel Plaza
3001 Market Street, 2nd Floor
Philadelphia, PA 19104
ATTENTION: James Maddonni

IN WITNESS WHEREOF, this AGREEMENT has been executed and delivered as of the date and year first above written.

Pennon Associates, Inc.

By: James J. Maddonni



Its: Vice President

Public Service Electric and Gas Company

By: Paul D. Napoli



Its: Managing Director - Transmission Business Services & Strategy

EXHIBIT 1

Interconnection Plan

Deptford 13-kV Substation - Deptford 8004 Circuit

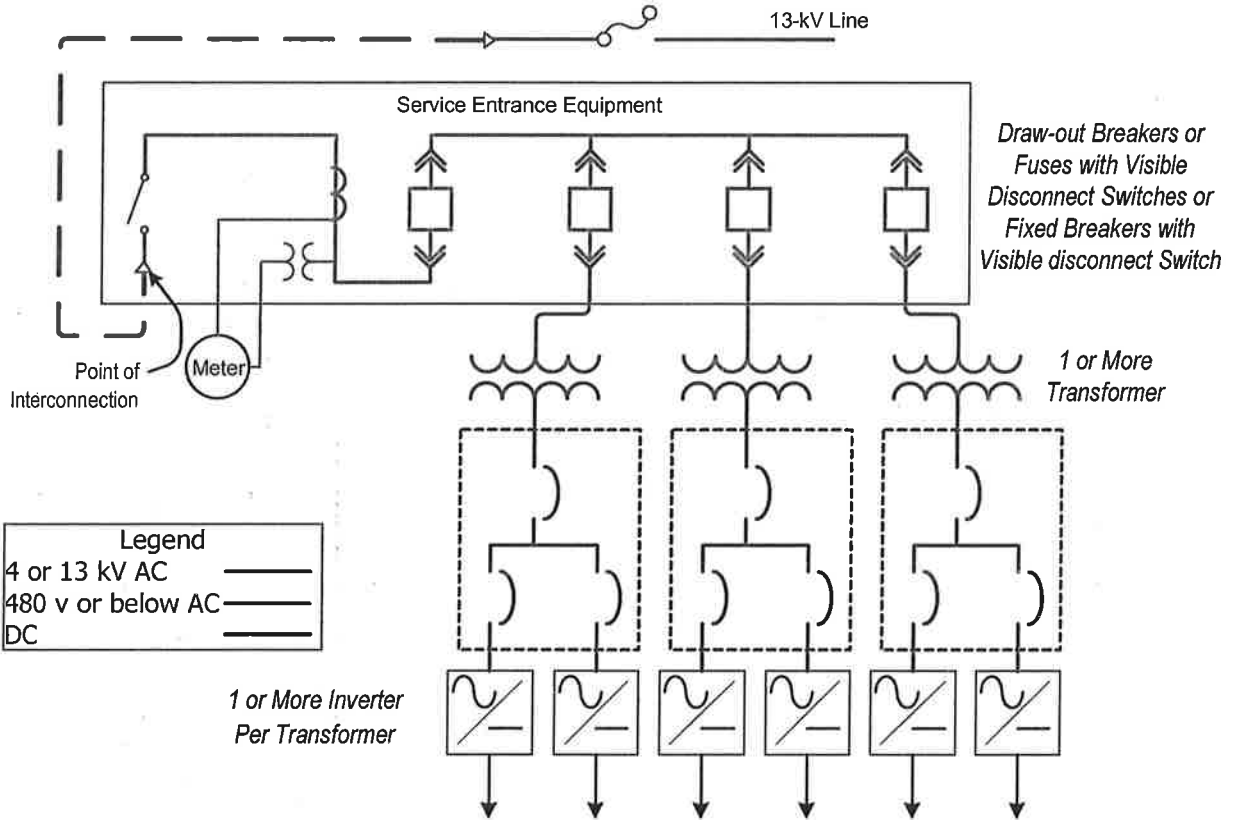


EXHIBIT 2

Interconnection, Protection and Safety Requirements and Standards for Customer-Owned Generating Facilities

SECTION 1.0 Requirements and Standards. The following requirements and standards for connection of customer-owned generating facilities to the PUBLIC SERVICE SYSTEM shall be met to assure the integrity and safe operation of the PUBLIC SERVICE SYSTEM with no deterioration to the quality and reliability of service to other customers. GENERATOR shall also adhere to applicable PSE&G standards and specifications as may be provided by PSE&G.

- (a) GENERATOR shall make application to PSE&G for approval to interconnect the FACILITY with the PUBLIC SERVICE SYSTEM.
- (b) PSE&G may require the following as part of the application:
 - (i) Plans and specifications of the proposed installation.
 - (ii) Single line diagram(s) and details of the proposed protection schemes.
 - (iii) Instruction manuals for all protective components.
 - (iv) Component specifications and internal wiring diagrams of protective components if not provided in instruction manuals.
 - (v) All protective equipments ratings if not provided in instruction manuals.
 - (vi) Generator data required to analyze fault contributions and load current flows including, but not limited to, equivalent impedances and time constraints.
 - (vii) The FACILITY's summer maximum capability rating, normal and emergency transfer ratings of all switching and transmission equipment, manufacturer's certified test data for all major equipment, expected hourly generation pattern, estimated forced and planned outage rates, maintenance schedules, expected life of major equipment, and the FACILITY's use of its own generation to feed its own load.

SECTION 2.0 Approval.

- (a) PSE&G shall within thirty (30) days from the receipt of all required data from GENERATOR either approve or reject the application for connection to the PSE&G SYSTEM. Connection to the PUBLIC SERVICE SYSTEM will be permitted only upon obtaining the formal approval of PSE&G. PSE&G may require the execution of a formal application form.

SECTION 3.0 Installation. The installation of the FACILITY must be in compliance with the requirements of PSE&G's Information and Requirements for Electric Service, the National Electrical Code and all applicable local, State and federal codes or regulations. The installation shall be done in a workmanlike manner, and shall meet or exceed industry acceptance standards of good practice. The provisions of the National Electrical Code and the standards of the National Electrical Safety Code and the standards of the National Electrical Manufacturers Association and the American National Standards Institute and IEEE shall be observed to the extent that they are applicable. Prior to connection, PSE&G must be provided with evidence of the satisfactory electrical inspection by an authorized inspection agency.

SECTION 4.0 Characteristics of Facility. The FACILITY shall be designed to ensure the safety of the public, PSE&G personnel and GENERATOR's personnel during both construction and operation, shall have the following characteristics:

- (a) Output voltage shall be compatible and consistent with the PUBLIC SERVICE SYSTEM at the point at which the FACILITY is to be connected.
- (b) The FACILITY shall produce 60 Hertz sinusoidal output compatible with the PUBLIC SERVICE SYSTEM.
- (c) The FACILITY must provide and maintain automatic synchronization with the PUBLIC SERVICE SYSTEM.
- (d) For small generators, such as photovoltaic systems, the break point between the FACILITY producing single-phase or three-phase output shall be in accordance with existing utility specifications or as otherwise specified by PSE&G.
- (e) At no time shall the operation of the FACILITY result in excessive harmonic distortion of PSE&G waveform. Excessive harmonic distortion shall result in disconnection of the FACILITY from the PUBLIC SERVICE SYSTEM.
- (f) The installation of power factor correction (PFC) capacitors at the FACILITY may be required under conditions to be determined by PSE&G when necessary to assure the quality and reliability of service to other customers. The cost of such capacitors shall be borne by GENERATOR.
- (g) The cost of supplying and installing any special facilities or devices occasioned by GENERATOR's installation which PSE&G may deem necessary shall be borne by GENERATOR.
- (h) The ratings of the major components of the FACILITY must be consistent with PSE&G's contingency design criteria.
- (i) The FACILITY must be equipped to provide load following, generation schedule following, spinning reserve, area regulation, frequency, voltage and reactive

power control capabilities consistent with the terms of the AGREEMENT with PSE&G. As applicable, the generating unit shall be designed to meet the requirements of NEMA Standard MG 1-22, for rotating equipment, or UL1741 for inverter-based generation.

SECTION 5.0 Disconnection Devices. Automatic disconnection devices with appropriate control devices which will isolate the FACILITY from the PUBLIC SERVICE SYSTEM within a time period specified by PSE&G for, but not necessarily limited to, the following conditions, shall be provided by GENERATOR:

- (a) A fault on the FACILITY's equipment.
- (b) A fault on the PUBLIC SERVICE SYSTEM or PJM SYSTEM.
- (c) A de-energized electric line to which the FACILITY is connected.
- (d) An abnormal operating voltage or frequency.
- (e) Failure of automatic synchronization with the PUBLIC SERVICE SYSTEM.
- (f) Loss of a phase or improper phase sequence.
- (g) Total harmonic voltage content in excess of five (5) percent.
- (h) Abnormal power factor.

The devices shall be so designed and constructed to prevent reconnection of the FACILITY to the PUBLIC SERVICE SYSTEM until the cause of disconnection is corrected. PSE&G shall reserve the right to specify settings of certain isolation devices which are part of the FACILITY.

SECTION 6.0 Inspection. PSE&G may require initial inspection and testing as well as subsequent inspection and testing of the FACILITY's isolation and fault protection systems at GENERATOR's expense. Maintenance of these systems must be performed and documented by GENERATOR at specified intervals to the satisfaction of PSE&G. PSE&G shall reserve the right to disconnect the FACILITY from the PUBLIC SERVICE SYSTEM for failure to comply with these inspections, testing and maintenance requirements.

SECTION 7.0 Equipment Protection. GENERATOR is solely responsible for providing adequate protection for the equipment located on GENERATOR's side of the INTERCONNECTION system. This protection shall include, but not be limited to, negative phase sequence voltage on three-phase systems.

SECTION 8.0 Certain Obligations of GENERATOR.

- (a) GENERATOR shall provide a PSE&G controlled disconnecting device on the PSE&G side of the INTERCONNECTION. PSE&G may require that this device

accept a utility provided padlock. PSE&G may also require manual operation of the device when required.

- (b) GENERATOR shall agree to grant access to PSE&G's authorized representative(s) during any reasonable hours to install, inspect and maintain PSE&G's metering equipment.
- (c) GENERATOR must satisfy, and shall be subject to, all terms and conditions of PSE&G's applicable Tariff for Electric Service.
- (d) GENERATOR shall not install any wind generator(s), tower structure or device at a location where, in the event of failure, it can fall in such a manner as to contract, land upon, or interfere with any PSE&G lines or equipment.
- (e) GENERATOR shall maintain the generator(s) and its associated structure, wiring and devices in a safe and proper operating condition so that the installation continues to meet all the requirements contained herein and meets the availability factor specified in the AGREEMENT.
- (f) By installation and connection of a generator(s) and/or appurtenant facilities, devices and equipment with the PUBLIC SERVICE SYSTEM, GENERATOR agrees to indemnify and hold PSE&G harmless from any and all liability or claim therefore for damage to property, including property of PSE&G, and injury or death to persons resulting from or caused by the presence, operation, maintenance or removal of such GENERATOR's installation.

SECTION 9.0 System Emergency Conditions. GENERATOR may be required to place the control of the FACILITY under the direction of PSE&G to give assistance as follows: (i) quickly come on line; (ii) quickly adjust generation, reactive support or local load; (iii) remain on line, or (iv) quickly come off line. During restoration procedures, GENERATOR's generation, load and switching facilities shall be under PSE&G's direction.

SECTION 10.0 Operating Procedures. GENERATOR shall adhere to normal and emergency operating procedures specified by PSE&G in regards to switching and generation operations. PSE&G may require the FACILITY operations personnel to undergo training to familiarize them with such procedures.

EXHIBIT 3

Interconnection Payment Schedule

<u>Payment Due Date</u>	<u>Payment Amount</u>
February 1, 2012	\$ 71,200
March 1, 2012	\$ 26,850
April 1, 2012	\$ 41,850
May 1, 2012	\$ 55,800
June 1, 2012	\$ 44,472
July 1, 2012	\$ 29,000
August 1, 2012	\$ 15,000
September 1, 2012	\$ 35,000
TOTAL	<u>\$ 319,172</u>

Note after execution: All scheduled payments were received as of 12/14/2012.

Pursuant to ARTICLE VI of this AGREEMENT, PSE&G will "true-up" the INTERCONNECTION's final actual costs within 120 days of the completion of PSE&G's scope of work, and shall either refund any over-payment made by GENERATOR or invoice GENERATOR for any additional amount due.

