



**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](http://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](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

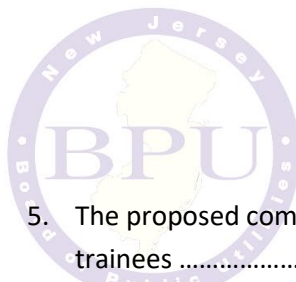
If "Yes," please provide additional details:

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

Signature: Christian F. Dick

Date: January 27th, 2021

Print Name: Christian F. Dick

Title: Managing Member

Company: BTR Project Company, LLC

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

Sarah Zybura  
Signature

Sarah Lynn Zybura  
Name





Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: Christian F. Dick

Date: January 28th, 2021

Print Name: Christian F. Dick

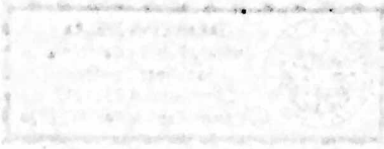
Title: Managing Member

Company: Flatiron Power, LLC

Signed and sworn to before me on this 4<sup>th</sup> day of February, 2021

Sarah Zybura

Signature  
Sarah Lynn Zybura  
Name





**Property Owner Certification**

The undersigned warrants, certifies, and represents that:

- 1) I, Michael R. Mercier (name) am the Senior Vice President, Link Logistics (title) of the Property BREIT Industrial Canyon NJ1W04, LLC (Link) (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: *Michael R. Mercier* Date: January 26, 2021

Print Name: Michael R. Mercier  
 Title: Senior Vice President Company: Link Logistics Real Estate (Owner) / BREIT Industrial Canyon NJ 1W04, LLC

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

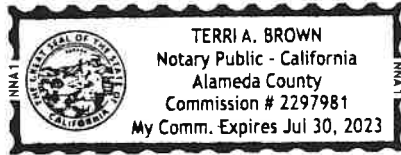
*All attached*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 26th  
day of January, 2021, by Michael R. Mercier

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature *TERRI A. BROWN*



**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, Pierre Moses (name) am the President / CEO (title) of the Project Developer 127 Energy (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: *[Handwritten Signature]*

Date: 1/28/21

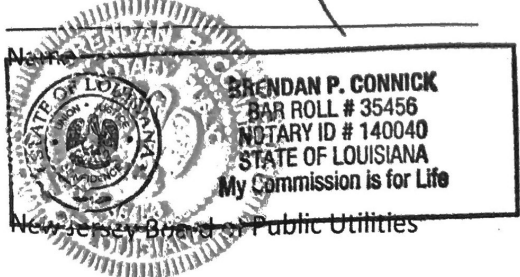
Print Name: Pierre Moses

Title: President / CEO

Company: 127 Energy

Signed and sworn to before me on this 28<sup>th</sup> day of January, 2021

*[Handwritten Signature]*  
 Signature







**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:





Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

- 1) I, Eric Dahnke (name) am the CEO (title) of the Subscriber Organization PowerMarket (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: Eric Ross Dahnke Date: 02/03/2021

Print Name: Eric Dahnke

Title: CEO Company: PowerMarket

State of Florida, County of Pinellas

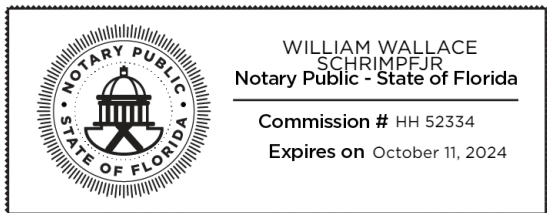
Signed and sworn to before me on this 3rd day of February, 2021

By Eric Ross Dahnke Type of ID provided by signer: NY Driver License

[Signature]  
Signature

William Wallace Schimpf Jr  
Name

Commission # HH 52334  
My Commission Expires: 10/11/2024



Notarized online using audio-video communication



# BTR Project Company-4

1595 MacArthur Blvd,  
Mahwah, NJ

February 5th, 2021



February 5, 2021

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

Re: Community Solar Application for BTR Project Company - 4 Additional Information

Dear Members of the Board,

The Wunder Company (“Wunder”, dba Wunder Capital), as the sole owner of Flatiron Power, LLC and the Applicant, BTR Project Company, LLC, is pleased to submit this application for a .8213 MW DC rooftop community solar project for participation in the second year of New Jersey’s Community Solar Pilot Program. At Wunder, we are committed to both increasing the deployment of and lowering the barriers to distributed scale renewable energy assets across the United States. Core to our company’s mission is enabling scale. While this is one project, we have put together a team that will not only execute on this project, but do so in such a way that can foster scale and duplication for the financing, engineering, and development segments of the solar industry of similar types of community solar projects in New Jersey. Given this is a pilot program, we feel this is essential to both our long-term growth strategy as a business within the Garden State, but also to provide the most economic benefits to the state overtime.

By locating this project on otherwise unused commercial rooftop space, we will be able to forgo the need for using valuable open space for new solar development. This will allow the project to blend into the built environment in a more traditional way that is amenable to the host community. Leading up to the submission of this application, the project team has taken extensive steps to ensure the host community has been informed and involved in the design of this project, and there is a clear line of communication for all project related questions by the neighboring community and local officials. By keeping our target area of subscribers to the adjacent counties, we will further be able to ensure the economic benefits of this project will first flow to the local LMI residents closest to the project. As the solar industry scales, social and environmental equity and community engagement must be key tenants to how projects are designed.

Wunder is truly excited to use this project to directly be a part of that scaling and enable future projects in New Jersey to follow its template of success.

Thank you,

Christian Dick  
Lead Director, Project Development  
Wunder Capital

PROJECT NAME

# Table of Contents

<b>Attachment 1</b>	Lease Contract
<b>Attachment 2</b>	Site Plan and Equipment
<b>Attachment 3</b>	Structural Engineering Documents
<b>Attachment 4</b>	Site Improvements
<b>Attachment 5</b>	Permitting
<b>Attachment 6</b>	Community Solar Product Offering
<b>Attachment 7</b>	Affordable Housing Provider Letter
<b>Attachment 8</b>	Community Outreach
<b>Attachment 9</b>	Internship Offer and Plan
<b>Attachment 10</b>	Project Cost



# The Project Team

The Wunder project team is assembled to leverage each entity's core strengths to provide the most economic benefit to the State of New Jersey via the successful implementation of this project. It is comprised of the following entities:

 <b>WUNDER</b>  <b>WUNDER CAPITAL</b> <i>Responsibility:</i> Owner of project and development companies. Primary lead on project and financing.	 <b>127 ENERGY</b>  <b>127 ENERGY</b> <i>Responsibility:</i> EPC and development partner.	  <b>POWERMARKET</b> <i>Responsibility:</i> Community solar subscriber
--	--	--

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## ABOUT WUNDER CAPITAL

Based in Boulder, Colorado and operating across the United States, Wunder Capital is the leading financier of commercial & industrial ("C&I") scale solar assets across the country. Founded in 2013, the company has used its software driven approach to provide over \$500MM of capital to C&I projects across all major US solar markets. To date, Wunder has helped build 40+ MW of solar across New Jersey.

Over the past 18+ months, Wunder has built on its core business' success as a lender within the C&I solar industry and established a new vertical focused on development and long-term equity ownership of assets (Flatiron Power). Through this vehicle, Wunder will further drive scale and standardization within the US C&I marketplace and control more solar assets to commercial operation. To date, Wunder's development and equity team have grown a 150MW+ pipeline across 12 different states. New Jersey is a particular priority for Wunder, given the state's future and historic outlook for enabling solar deployment.

Wunder will serve as the long term equity owner on this project and enable all financing of the assets if awarded.

More information can be found about Wunder Capital at [www.wundercapital.com/about](http://www.wundercapital.com/about).



# The Project Team

## ABOUT 127 ENERGY

127 Energy is a solar developer/EPC with operations across North America. Founded in 1997, the company has developed and/or constructed a variety of grid-tied and micro-grid systems ranging of various sizes for public schools, Fortune 1000 companies, and philanthropic endeavors. With East Coast operations based out of New Jersey, and the team having developed 7.5 MW+ for public schools within the state, 127's team has a keen understanding of the local development dynamics and construction requirements to bring projects to commercial operation.

As the EPC and development partner, 127 is responsible for all construction management and permitting for the project in partnership with Wunder Capital.

More information can be found about 127 Energy at [www.127energy.com](http://www.127energy.com).

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## ABOUT POWERMARKET

Based out of New York City, PowerMarket is a leading software platform and community solar management service for the community solar industry. Working with both utilities and solar developers, PowerMarket uses its software platform and analytics to enable easy customer sign up, transparent marketing, and community solar subscription management services.

PowerMarket operates in all major US community solar markets including New York, Massachusetts, Illinois, Maine, Maryland, Minnesota, and was a participant in the Year-1 procurement for New Jersey. Further, in each of these markets PowerMarket has direct experience marketing to and working with LMI customers in an ethical and responsible way.

Given this broad experience in managing, subscribing, and marketing to community solar and LMI customers, PowerMarket will be responsible for all community solar subscription related activities.

More Information can be found about PowerMarket at [powermarket.io](http://powermarket.io).



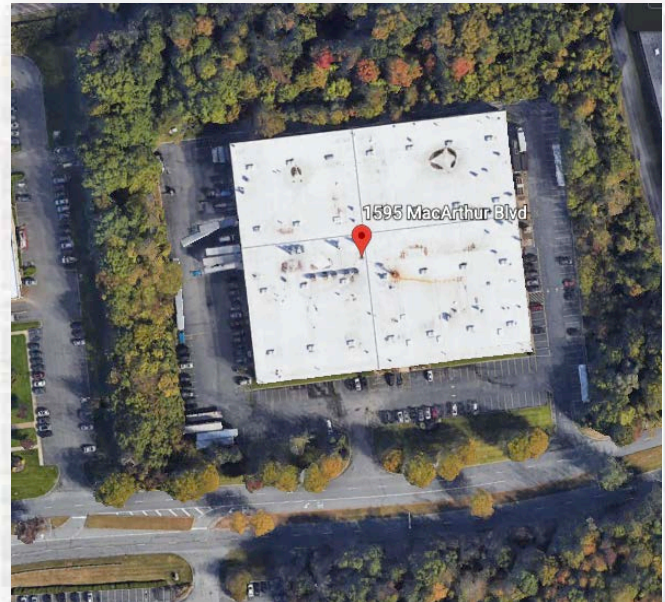


# Project Siting, Design, and Site Control

## PROJECT SITING

The project will be located entirely on the rooftop of the commercial building located at 1595 MacArthur Blvd, Mahwah, NJ. Wunder has unilateral, unrestricted site control on this rooftop and easements to/from with the landlord, BREIT Industrial Canyon 1 W04, LLC, via an executed Site Lease Agreement. For clarification, BREIT Industrial Canyon 1 W04, LLC is a wholly owned entity of Link Logistics Real Estate, the commercial real estate arm of the Blackstone Group. A redacted form of this Agreement is attached to this overview via **Attachment 1**.

The project will utilize only Tier-1 solar modules and industry-leading racking, inverters, and BOS equipment. **Attachment 2** provides a full site plan of the proposed system on the property. As presently designed the system uses 1,416 number of Longi 455w panels, a 5-degree tilt, PanelClaw ballasted racking, and Solar Edge inverters. Per requirement 10 within Section VII. "Community Solar Facility Siting", Wunder has undertaken a full structural analysis of the property to ensure it has sufficient capacity to host the additional weight of a solar system. This report is provided in **Attachment 3**. Further, Wunder is providing additional equipment information from the racking provider, PanelClaw, demonstrating the additional weight provided for in the structural analysis report is within their requirements for wind and snow loading for ballasted systems in this part of the United States. This letter is also provided in **Attachment 3**.





# Project Siting, Design, and Site Control *(Cont.)*

Lastly, while the project is a rooftop project, the Wunder team has worked closely with the property owner to use the solar project, and its revenue, to enable specific site enhancements on the property per requirement 18 within Section VII. "Community Solar Facility Siting". Link and Wunder are formally committing to the following:



**POLLINATOR / PLANT HABITAT:** Wunder has established a working relationship with the NJ Land Conservancy to donate funds to support pollinator projects throughout the Garden State as a result of this project's existence.



**Site Improvements:** To ensure the properties are in the best condition for property tax assessments to the local municipality, Link is committing to use the lease revenue received from hosting this project to pull forward planned real estate improvements on the property such as exterior painting, LED lighting, and/or parking lot improvements.

These commitments are memorialized in the signed letters provided as **Attachment 4** to this application.



# Permitting

Wunder has consulted the hosting capacity map for this section of the Rockland Electric grid and found there to be sufficient hosting capacity for this sized system. This is shown in Figure 1.0 below.

Wunder has consulted with local municipal staff to confirm no non-ministerial permits are required for the project, and the project may follow the ministerial permitting process for commercial rooftops. This correspondence is provided in Attachment 5



Figure 1.0



# Community Solar Product Offering

Please refer to **Attachment 6**, Memorandum of Understanding (“MOU”) between Wunder Capital and PowerMarket, that describes the direct product to be offered to subscribers of this project per requirements of Section IX. “Community Solar Subscriptions and Subscribers”.

---

## Community Engagement

Our project team has identified all project stakeholders and engaged them directly to introduce the project and its benefits to the host community. This project is sited on property that is compatible with the land use requirement for the local zoning, and therefore does not require any non-ministerial permitting applications.

Specifically, to meet the requirements of Requirement 3 of X. “Community Engagement”, Wunder has done the following:



**AFFORDABLE HOUSING PROVIDER:** Wunder has established an initial long-term partnership via a letter-of-intent with New Jersey Community Capital, an affordable housing provider, to introduce participation in the program to its LMI tenants in housing with Essex County. Please refer to **Attachment 7**.

Specifically, to meet the requirements of Requirement 4 of X. “Community Engagement”, Wunder has done the following (collectively the following examples are attached as **Attachment 8**):



**NJ GARDEN STATE PORTFOLIO WEBINAR:** To facilitate broad awareness of our project, and collective portfolio of projects, Wunder Capital and 127 Energy conducted a webinar introducing the projects to various community organizations throughout New Jersey in the Fall of 2020. Present at this webinar were representatives from the NAACP, NJ Environmental Justice Alliance, NJ Sustainable Business Council, Environment New Jersey, the NJ Sierra Club, and New Jersey Citizen Action.



**VOTE SOLAR COALITION LETTER OF SUPPORT:** Wunder Capital and 127 Energy presented this project to the Mid-Atlantic Director for Vote Solar, who is responsible for state policy in New Jersey, Pari Kasotia. Ms. Kasotia signed the attached letter of support for this project, which we have included as part of this application.



# Community Engagement *(Cont.)*



**NEIGHBOR OUTREACH LETTER:** On January 21st, 2021, Wunder Capital sent the attached letter to all adjacent properties to the project to introduce the project, open a channel of communication for questions, and further introduce community solar as a concept to New Jersey residents.



**INTRODUCED PROJECT TO TOWN OFFICIALS TO CONFIRM PROCESS:** The local Planning Board for Mahwah was contacted originally in December 9th, 2020 for confirmation of the permitting process for Mahwah. This consultation yielded the results that the project would follow the standard review process for rooftop community solar projects.



**MUNICIPAL INVOLVEMENT:** Wunder presented the project to the Environmental Commission on January 27th, 2021 for their input and involvement in its design and development. The Commission was supportive of the project in concept.



# Other Benefits

Wunder's team was unequivocally committed to both maximizing the stated ways in which the most social and environmental justice attributes could be created by the economics of this Project.

To meet Requirement 2, "Section XII Other Benefits" , Wunder and Link are committing to the following:



**LEASE LINK** is committing to the installation of a Level 2 EV Charger at this location that will be open to the public. Wunder and 127 Energy will enable the installation of this charging station during the installation of the solar project. Please refer to the letter of commitment in Attachment 4 between Link and Wunder outlining the arrangement, and type of system to be installed.

To meet Requirement 3, "Section XII Other Benefits" , Wunder, Link, and PowerMarket are committing to the following:



**ENERGY AUDITS:** Link will conduct an Energy Audit at its facilities with its tenants as part of this project for onsite commercial energy usage. Additionally, as outlined in Attachment 6, Wunder will offer an energy audit, free of charge for each subscriber engaging in the project. This will be outlined as part of the product offering to the customer and entirely elective by the customer.

To meet Requirement 4 and 5, "Section XII Other Benefits" , Wunder and 127 Energy are committing to the following:



**TEMPORARY JOBS IN NEW JERSEY:** Y: Wunder and 127 Energy, as part of the EPC contract for this project, will use entirely New Jersey based labor for the electrical and construction labor of this project. We estimate the number of jobs generated during construction to be 10 people/individuals. .



**JOB TRAINING OPPORTUNITIES IN NEW JERSEY:** RSEY: Wunder Capital has contacted the Coordinator of Career Resources for Essex County College and determined mutual interest for offering a remote-based internship to its students in support of our NJ CS projects. Wunder will continue to structure the internship program to create the greatest impact possible for Essex County's students, following further discussions with Essex County College. The initial framework of this internship is provided in Attachment 9.

Additionally, Blackstone (via Link Logistics), as a result of Wunder's community solar projects is focusing its hiring processes to under-resourced communities for New Jersey activities. This focus is outlined in Attachment 9.



# Project Cost

Per requirement 1 of Section XI, Wunder has provided evidence of the Project Costs provided on the Application form for the Commission to review. These are attached in **Attachment 10**.



# Closing Remarks

In these challenging times, the importance of community solar cannot be understated. By fostering the installation of local, community based renewable energy that is specifically designed to serve LMI customers, Wunder can provide New Jersey with clean energy to meet its climate goals, more dollars in the pockets of LMI households' monthly budgets via bill savings, and provide temporary jobs and job training to New Jersey residents within the fast growing, and well paying, renewable energy industry. That is the 21st century economic vision community solar provides New Jersey. And that is the 21st century economic vision Wunder fully intends to deliver to New Jersey if awarded this project.

**Thank you for your consideration.**





# Attachment 1: Site Control Documents

**Comment:** For commercial propriety, Wunder Capital has included select pages from its Lease Agreement with Link Logistics. These pages are intended to serve as evidence that site control has been formally executed. Should further pages within the document be deemed necessary for review by the BPU, Wunder would be happy to provide more complete redacted copies.

**Included Documents:**

1. Select Pages from Executed Lease Agreement between the Wunder Company and Link Logistics' Project Company.

## SOLAR POWER FACILITY SITE LEASE AGREEMENT

This Solar Power Facility Site Lease Agreement (the “Lease” or the “Agreement”) is made and entered into as of December 11, 2020 (the “Execution Date”), between BREIT Industrial Canyon NJ1W04, LLC, a Delaware limited liability company (“Lessor”), and Flatiron Power, LLC, a Delaware limited liability company (“Lessee”).

### OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this Lease, Lessor and Lessee agree as follows:

#### ARTICLE 1 DEFINITIONS

For the purposes of this Lease, the following terms shall have the following meanings:

“Affiliate” means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

“Attorneys' Fees” means reasonable attorneys' and court fees and costs incurred by a Party, including attorneys' and court fees and cost for trial and appellate proceedings.

“Base Rent” has the meaning set forth in Article 4.1.

“Building” shall mean the building that is located on the Property.

“Building Leases” has the meaning set forth in Section 6.7.

“Casualty” means damage or destruction by fire or other casualty to the Solar Power Facilities or the Premises.

“Commercial Operation Date” has the meaning set forth in Article 3.1.

“Common Areas” shall mean all parking areas (as may be expressly limited herein), pedestrian walkways, driveways and access roads, entrances and exits, and landscaped areas on the Property.

“Due Diligence Period” has the meaning set forth in Article 3.2.

“Event of Default” has the meaning set forth in Article 19.1.

“Execution Date” has the meaning set forth in the introductory paragraph of this Lease.

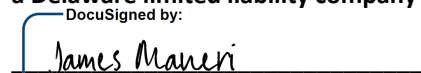
“Financing Parties” shall mean (x) any individual, entity, financial institution, leasing company, tax credit aggregator, or lender providing funds or extending credit to Lessee or its Affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

“Force Majeure” means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a non-performing Party, including (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting the Property, (v) change of law imposing regulatory burden or prohibition upon Lessee, (vi) withdrawal of required governmental authorizations or permits, (vii) damage to or breakdown of necessary facilities or transportation delays or accidents or material supply chain disruptions, (viii) acts of vandalism, (ix) requirement by a utility that a Solar Power Facility discontinue

**IN WITNESS WHEREOF**, the Parties have executed this Lease on the day and year first above written.

**Lessor:**

**BREIT INDUSTRIAL CANYON NJ1W04 LLC,  
a Delaware limited liability company**

DocuSigned by:  
James Maneri

By: FAB12F98FA8F40C...

Name: James V. Maneri

Title: Authorized Signatory

Address for notice purposes:

BREIT INDUSTRIAL CANYON NJ1W04 LLC,  
c/o Link Logistics Real Estate Management LLC  
602 W. Office Center Drive, Suite 200  
Fort Washington, PA 19034  
Attn: Lease Administration

With a Copy To:

BREIT INDUSTRIAL CANYON NJ1W04 LLC,  
c/o Link Logistics Real Estate Management LLC  
90 Park Avenue, 32<sup>nd</sup> Floor  
New York, NY 10016  
Attn: General Counsel

**Lessee:**

**FLATIRON POWER, LLC,  
a Delaware Limited Liability Company**



---

By: Flatiron Power, LLC

Name: Sam Beaudin

Title: Authorized Signatory

Address for notice purposes:

1743 Walnut Street, Suite 1  
Boulder, Colorado 80302  
Attn: Rick Noble, Chief Legal Officer

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Mahwah in the County of Bergen, State of NJ:

Known and designated as Lot 27-1 in Block S-68 as set forth on a certain map entitled, "Final Subdivision Plat of Lots 14-A, 15, 16, 19-A, 19-B, 25, 27, 28-A, Block S-68...", situated in the Township of Mahwah, County of Bergen, State of NJ", which map was filed in the Bergen County Clerk's Office on November 27, 1979 as [Map No. 7807](#)

BEGINNING at a point in the northerly sideline of Macarthur Boulevard (100' wide), said point being distant along the same the following courses and distances from the intersection of said sideline with the connecting curve (having a radius of 90.84 feet) of the easterly sideline of corporate Drive (60' wide);

(A) Along a curve to the right in an easterly direction, having a radius of 800.00 feet, a central angle of 26 degrees 22 minutes 8 seconds, an arc length of 368.18 feet to a point; THENCE

(B) South 85 degrees 40 minutes 37 seconds East, 91.50 feet to the point or place of BEGINNING; THENCE

(1) Along the easterly line of Lot 25-2 (as shown on the aforementioned Filed [Map 7807](#)), North 00 degrees 32 minutes 19 seconds East, 584.42 feet to a point in the southerly line of lands now or formerly of Mahwah Ridge Associates; THENCE

(2) Along the same, North 83 degrees 40 minutes 53 seconds East, 154.52 feet to a point in the westerly line of lands now or formerly of Tennessee Gas; THENCE

(3) Along the same, South 00 degrees 32 minutes 19 seconds West, 104.55 feet to a point in the southerly line of lands now or formerly of Tennessee Gas; THENCE

(4) Along the same, South 85 degrees 36 minutes 40 seconds East, 505.09 feet to a point in the westerly line of Lot 140A (as shown on the aforementioned Filed [Map No. 7807](#)); THENCE

(5) Along the same, South 1 degrees 11 minutes 11 seconds East, 466.09 feet to a point in the aforesaid northerly sideline of Macarthur Boulevard; THENCE

(6) Along the same, on a curve to the right, in a westerly direction, having a radius of 1,700.00 feet, a central angle of 12 degrees 53 minutes 24 seconds, an arc length of 382.45 feet to a point of tangency; THENCE

(7) Still along the same, North 85 degrees 40 minutes 37 seconds West, 290.81 feet to the point or place of BEGINNING.

BEING more particularly described as follows:

Known and designated as Lot 27-1 in Block S-68 as set forth on a certain map entitled, "Final Subdivision Plat of Lots 14-A, 15, 16, 19-A, 19-B, 25, 27, 28-A, Block S-68...., situated in the Township of Mahwah, County of Bergen, State of NJ", which map was filed in the Bergen County Clerk's Office on November 27, 1979 as [Map No. 780](#).

BEGINNING at a point in the northerly sideline of Macarthur Boulevard (100' wide), said point being distant along the same the following courses and distances from the intersection of said sideline with the connecting curve (having a radius of 90.84 feet) of the easterly sideline of Corporate Drive (60' wide);

(A) Along a curve to the right in an easterly direction, having a radius of 800.00 feet, a central angle of 26 degrees 22 minutes 8 seconds, an arc length of 368.18 feet to a point of tangency; THENCE

(B) South 85 degrees 40 minutes 47 seconds East, 91.50 feet to the point or place of BEGINNING; THENCE

(1) Along the easterly line of Lot 25-2 (as shown on the aforementioned Filed [Map 780](#)), North 00 degrees 32 minutes 19 seconds East, 584.42 feet to a point in the southerly line of lands now or formerly of Mahwah Ridge Associates; THENCE

(2) Along the same, North 83 degrees 40 minutes 53 seconds East, 154.52 feet to a point in the westerly line of lands now or formerly of Tennessee Gas; THENCE

(3) Along the same, South 88 degrees 32 minutes 19 seconds West, 104.55 feet to a point in the southerly line of lands now or formerly Tennessee Gas; THENCE

(4) Along the same, South 85 degrees 36 minutes 40 seconds East, 505.10 feet to a point in the westerly line of Lot 14-A (as shown on the aforementioned Filed [Map No. 780](#)); THENCE

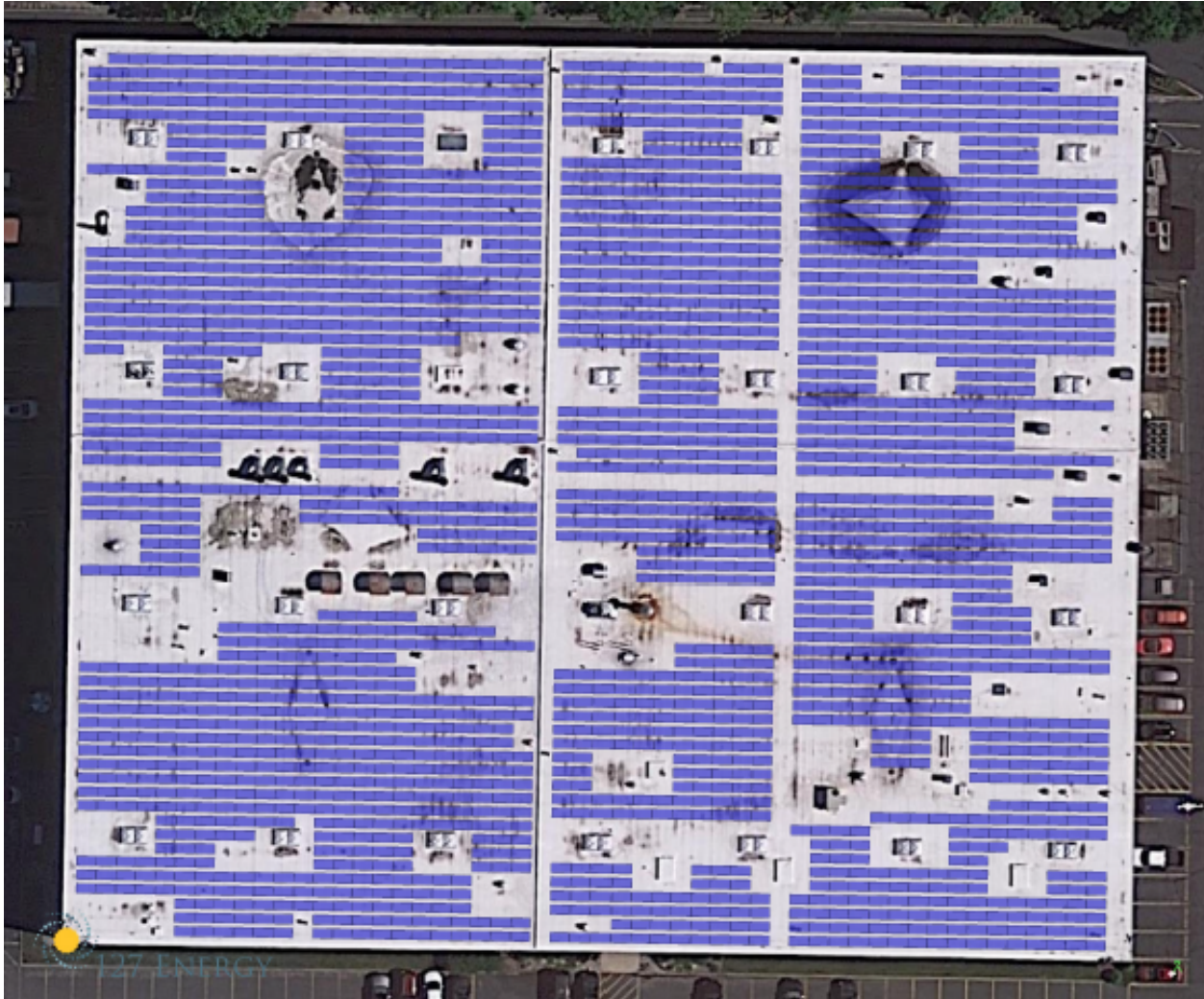
(5) Along the same, South 1 degree 11 minutes 11 seconds East, 466.09 feet to a point in the aforesaid northerly sideline of Macarthur Boulevard; THENCE

(6) Along the same, on a curve to the right, in a westerly direction, having a radius of 1,700.00 feet, a central angle of 12 degrees 53 minutes 24 seconds, an arc length of 382.45 feet to a point of tangency; THENCE

(7) Still along the same, North 85 degrees 40 minutes 37 seconds West, 290.80 feet to the point and place of BEGINNING.

**NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 8, Block 137, Qualifier BLDG on the Tax Map in the Township of Mahwah in the County of Bergen, State of NJ**

**EXHIBIT B**  
**DESCRIPTION OF THE PREMISES**



120,000 Square Feet located on the roof of the Property.

These are good faith estimates, which the parties anticipate will change one or more times during development. These and any final plans are subject to the approvals in the Lease. The “Reserve Areas” shall mean those areas of the Premises occupied by Lessor’s HVAC Units, antennas and other communication equipment, and water collection facilities, and/or such other equipment as Lessor shall deem reasonably necessary or appropriate (collectively, the “Rooftop Utilities”) as of the date of the Execution Date, together with such additional Rooftop Utilities as Lessor may install from time to time, in accordance with the terms of the Lease, subject to the payment of any applicable Termination Payment.



# Attachment 2: Site Plan and Equipment

**Comment:** For commercial propriety, Wunder Capital has included select pages from its Lease Agreement with Link Logistics. These pages are intended to serve as evidence that site control has been formally executed. Should further pages within the document be deemed necessary for review by the BPU, Wunder would be happy to provide more complete redacted copies.

## **Included Documents:**

1. Site Plan of proposed project.
2. Single Line Diagram of proposed electrical wiring and system design. Note, this is the same Diagram used for Wunder's interconnection application to PSE&G.
3. Longi Solar Panel



PLOT DATE: 02/02/2021 10:05 PM  
 FILE: SDE\_WC\_PROJECT-01\_REV0.dwg  
 SIZE: 0.39 MB  
 PAPER/SCALE: ARCH D 24x36"  
 BY: GAUTAM BAGRI



**GENERAL NOTES**

1. REFER TO E-600 SINGLE LINE DIAGRAM FOR ELECTRICAL DETAILS.
2. PV ARRAY LAYOUT SHOWN HERE IS BASED ON GOOGLE MAPS ESTIMATION. CONTRACTOR TO VERIFY ACTUAL OUTLINE, DIMENSIONS AND DISTANCE BETWEEN ARRAYS, OBSTRUCTIONS & ROOF EDGES.

**SYSTEM DESCRIPTION**

PV MODULE MANUFACTURER	CANADIAN SOLAR
PV MODULE PART NUMBER	HIKu7 CS7L-580
PV MODULE WATTAGE	580
MAXIMUM DC SYSTEM VOLTAGE	1500 VDC
MODULES PER STRING	32 , 34
TOTAL STRINGS	57
PV MODULE COUNT	1416
INVERTER COUNT	(6) SE100K , (1) SE33.3K
OPTIMIZER MODEL	SE P950
OPTIMIZER COUNT	708
DC SYSTEM SIZE - KW	821.3
AC SYSTEM SIZE - KW	633.3
DC-AC RATIO	1.30
ARRAY AZIMUTH	181°
ARRAY TILT	5°

**ROOF COVERAGE RATIO**

	FEET	METER	
X	4.28	1.30	MODULE WIDTH
Y	1.16	0.35	AISLE WIDTH
Z	5.42	1.65	PITCH
RCR	79%		X/Z

1400 Shattuck Avenue, Suite 3  
 Berkeley, California 94709

WUNDER CAPITAL  
 1743 WALNUT ST, BOULDER, CO 80302, USA  
 PHONE: +1 (720) 460-9825

NOT FOR  
CONSTRUCTION

**ROOF-TOP  
 PHOTOVOLTAIC SOLAR  
 SYSTEM**

**PROJECT 01  
 1595 MACARTHUR BLVD  
 MAHWAH, NJ 07430**

REV. NO	DESCRIPTION	DATE
1	UPDATES	02/02/21
0	PRELIMINARY	12/15/20

SHEET TITLE:

**GENERAL SITE PLAN**

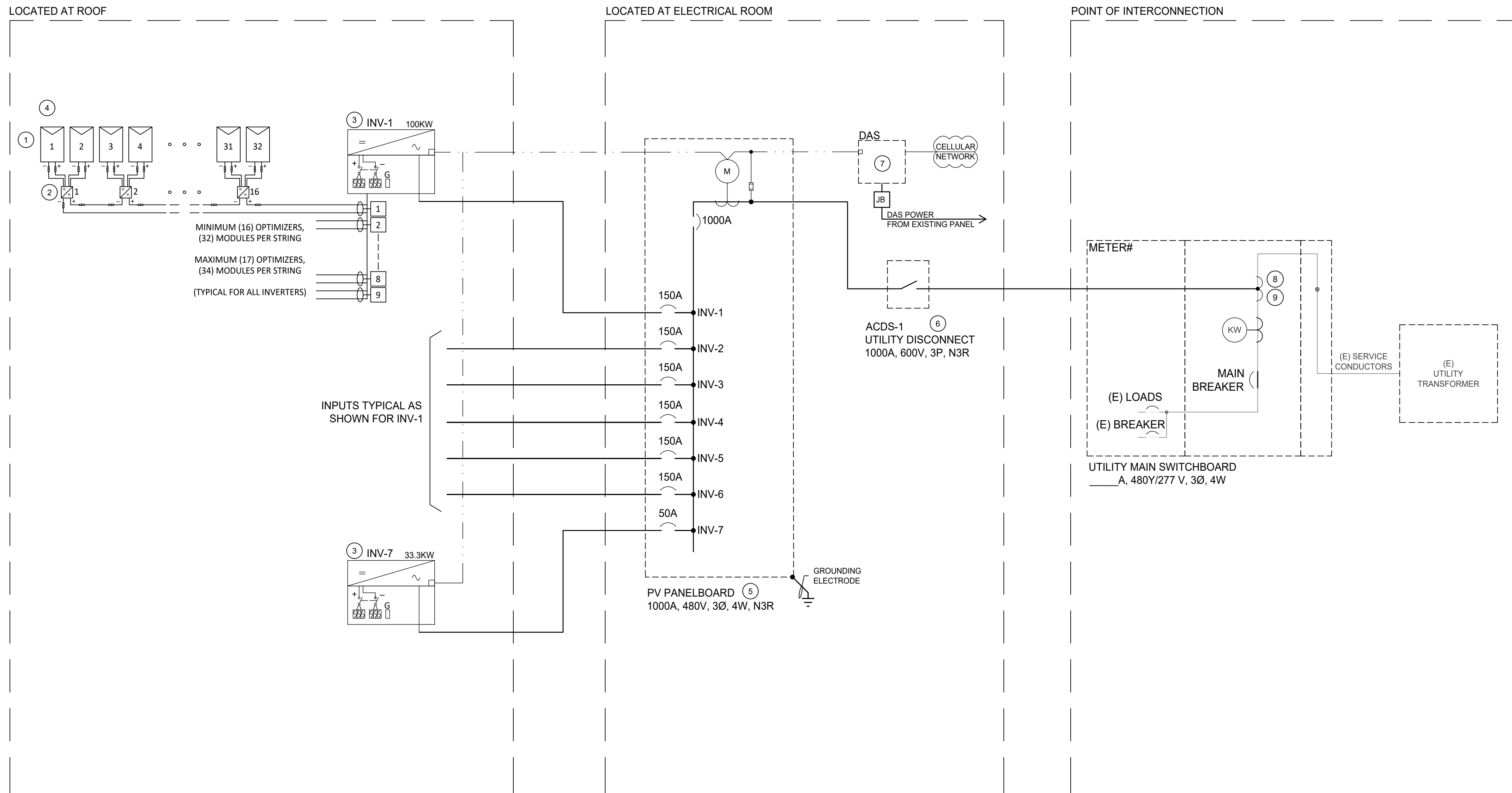
PROJ. MGR.: SS	PROJ. ENGR.: SS	DATE: 12/07/2020
DRAWN BY: GB	CHECKED BY: GB	SCALE: AS SHOWN

DRAWING NO.

**G-100**

1  
 G-100  
 GENERAL SITE PLAN  
 1" = 20'

PLOT DATE: 02/02/2021 10:05 PM BY: GAUTAM BAGRI FILE: SDE\_WC\_PROJECT-01\_REV0.dwg SIZE: 0.39 MB PAPERSIZE: ARCH D 24x36"



**GENERAL NOTES**

1. TERMINATE ALUMINUM CONDUCTORS IN LISTED AL/CU EQUIPMENT PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. NO MECHANICAL LUGS.
2. INSTALL SOURCE CIRCUIT GROUND PER NEC 250.120 (C) OTHERWISE USE #6 CU EGC
3. SOLAREEDGE OPTIMIZERS DO NOT REQUIRE AN EGC. INSTALL STAR WASHERS PROVIDED WITH EACH OPTIMIZER FOR GROUNDING.
4. FOR CONDUCTORS LARGER THAN THE MAXIMUM TERMINAL SIZE, TRANSITION TO MAXIMUM CONDUCTOR SIZE ALLOWED BY TERMINAL LUG. CONDUCTOR TO BE NEC COMPLIANT.
5. ALL TERMINAL RATINGS ARE 75°C
6. MAIN AC DISCONNECT FUSES SHALL MATCH EXISTING AIC RATING AT MAIN.

**KEYNOTES**

- ① DC SOURCE CIRCUITS: PV MODULES CONNECTED IN SERIES STRINGS. SIZE & QUANTITY AS SHOWN (TYP.)
- ② OPTIMIZER: SOLAREEDGE P950
- ③ INVERTER: SOLAREEDGE. KW RATING AS SHOWN, 480VAC, 3PH-4W, NEMA 3R, 1000VDC, INTEGRATED DC DISCONNECTS AND DC FUSES. UL LISTED WITH INTEGRAL ANTI-ISLANDING PROTECTION. COMPLIES WITH UL1741SA.2010, UL1699B, CSA-C22.2, IEEE1547 (TYP.)
- ④ PV ARRAY: CONSISTS OF PHOTOVOLTAIC MODULES MOUNTED ON ROOFTOP PHOTOVOLTAIC SOLAR RACKING SYSTEM (TYP.)
- ⑤ INVERTER AC COLLECTION PANEL: EATON (O.A.E.) BUS BAR RATING SIZED IN ACCORDANCE WITH CEC 705.12(B)(2)(3)(c).
- ⑥ AC DISCONNECT: HEAVY DUTY, VISIBLE BLADE, SAFETY SWITCH SUITABLE FOR SERVICE ENTRANCE USE. EATON TYPE DH (O.A.E.) BOND NEUTRAL CONDUCTOR PER NEC 250.24(C). INSTALL COMPRESSION LUG KITS ON 800A & 1200 A SAFETY SWITCHES.
- ⑦ DATA ACQUISITION SYSTEM: COORDINATE WITH EPC PROJECT MANAGER FOR ADDITIONAL INSTALLATION REQUIREMENTS. NGOM IS FOR CUSTOMER MONITORING PURPOSES ONLY.
- ⑧ SUPPLY SIDE CONNECTION PER CEC 705.12(A) & CEC 230.82(6). INSTALL COPPER BUSSMAN (O.A.E.) CABLE LIMITERS WHERE SERVICE CONDUCTOR LENGTH EXCEEDS 10 AS PERMITTED BY NEC 705.31. ELECTRICAL CONTRACTOR TO CONFIRM CONDITION AND RATING OF EXISTING SWITCHBOARD. NOTIFY ENGINEER IN CASE OF DISCREPANCY.
- ⑨ CONTRACTOR TO CERTIFY SWITCHGEAR TO UL AFTER SUPPLY SIDE TAP IS PERFORMED.

**ABBREVIATIONS**

MCOG	MAXIMUM CONTINUOUS OUTPUT CURRENT
LGD	LISTED GROUNDING DEVICE

**SYSTEM DESCRIPTION**

PV MODULE MANUFACTURER	CANADIAN SOLAR
PV MODULE PART NUMBER	HIK17 CS7L-580
PV MODULE WATTAGE	580
MAXIMUM DC SYSTEM VOLTAGE	1500 VDC
MODULES PER STRING	32 , 34
TOTAL STRINGS	57
PV MODULE COUNT	1416
INVERTER COUNT	(6) SE100K , (1) SE33.3K
OPTIMIZER MODEL	SE P950
OPTIMIZER COUNT	708
DC SYSTEM SIZE - KW	821.3
AC SYSTEM SIZE - KW	633.3
DC-AC RATIO	1.30



NOT FOR CONSTRUCTION

**ROOF-TOP PHOTOVOLTAIC SOLAR SYSTEM**

**PROJECT 01**  
**1595 MACARTHUR BLVD**  
**MAHWAH, NJ 07430**

1	UPDATES	02/02/21
0	PRELIMINARY	12/15/20
REV. NO	DESCRIPTION	DATE

SHEET TITLE:

**SINGLE LINE DIAGRAM**

PROJ. MGR.: SS	PROJ. ENGR.: SS	DATE: 12/07/2020
DRAWN BY: GB	CHECKED BY: GB	SCALE: AS SHOWN
DRAWING NO.		

**E-600**

# Hi-MO 4

## LR4-72HBD 425~455M

- Suitable for ground power plants and large C&I projects
- Advanced module technology delivers superior module efficiency
  - M6 Gallium-doped Wafer
  - 9-busbar Half-cut Cell
- Globally validated bifacial energy yield
- High module quality ensures long-term reliability

12

12-year Warranty for  
Materials and Processing

30

30-year Warranty for Extra  
Linear Power Output

### Complete System and Product Certifications

IEC 61215, IEC 61730, UL 61730

ISO 9001:2008: ISO Quality Management System

ISO 14001: 2004: ISO Environment Management System

TS62941: Guideline for module design qualification and type approval

OHSAS 18001: 2007 Occupational Health and Safety

**LONGI**



**20.9%**  
MAX MODULE  
EFFICIENCY

**0~+5W**  
POWER  
TOLERANCE

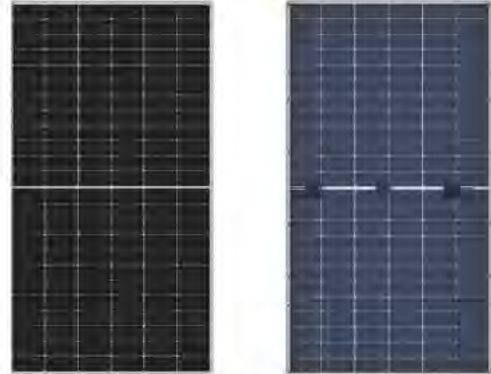
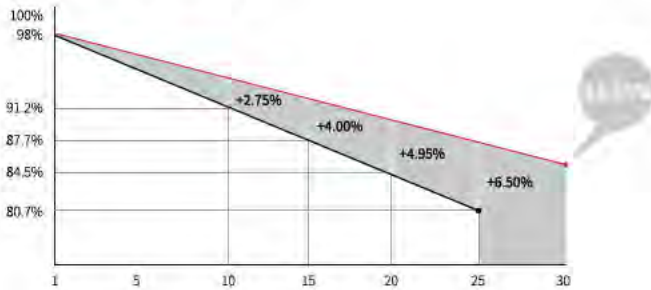
**<2%**  
FIRST YEAR  
POWER DEGRADATION

**0.45%**  
YEAR 2-30  
POWER DEGRADATION

**HALF-CELL**  
Lower operating temperature

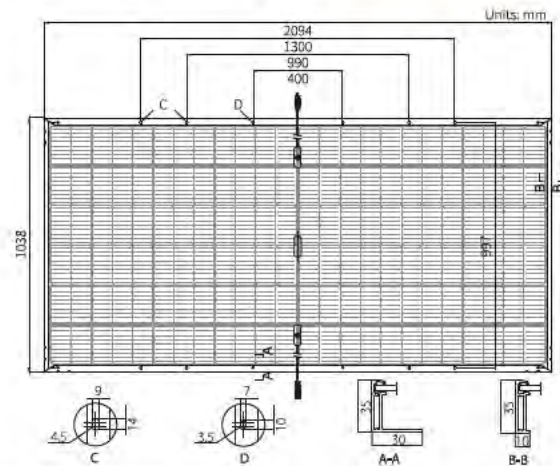
## Additional Value

### 30-Year Power Warranty



## Mechanical Parameters

Cell Orientation	144 (6×24)
Junction Box	IP68, three diodes
Output Cable	4mm <sup>2</sup> , positive 400 / negative 200mm length can be customized
Glass	Dual glass, 2.0mm coated tempered glass
Frame	Anodized aluminum alloy frame
Weight	27.5kg
Dimension	2094×1038×35mm
Packaging	30pcs per pallet / 150pcs per 20' GP / 660pcs per 40' HC



## Electrical Characteristics

STC : AM1.5 1000W/m<sup>2</sup> 25°C Test uncertainty for Pmax: ±3%

	425	430	435	440	445	450	455
Power Class	425	430	435	440	445	450	455
Maximum Power (Pmax/W)	425	430	435	440	445	450	455
Open Circuit Voltage (Voc/V)	48.7	48.9	49.1	49.2	49.4	49.6	49.8
Short Circuit Current (Isc/A)	11.22	11.30	11.36	11.45	11.52	11.58	11.65
Voltage at Maximum Power (Vmp/V)	40.4	40.6	40.8	41.0	41.2	41.4	41.6
Current at Maximum Power (Imp/A)	10.52	10.60	10.66	10.73	10.80	10.87	10.93
Module Efficiency(%)	19.6	19.8	20.0	20.2	20.5	20.7	20.9

## Operating Parameters

Operational Temperature	-40°C ~ +85°C
Power Output Tolerance	0 ~ +5 W
Voc and Isc Tolerance	±3%
Maximum System Voltage	DC1500V (IEC/UL)
Maximum Series Fuse Rating	25A
Nominal Operating Cell Temperature	45±2°C
Protection Class	Class II
Fire Rating	UL type 29
Bifaciality	70±5%

## Mechanical Loading

Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm Hailstone at the speed of 23m/s

## Temperature Ratings (STC)

Temperature Coefficient of Isc	+0.050%/°C
Temperature Coefficient of Voc	-0.284%/°C
Temperature Coefficient of Pmax	-0.350%/°C

# Three Phase Inverters for the 277/480V Grid for North America

SE20KUS / SE30KUS / SE33.3KUS / SE40KUS

INVERTERS



## The best choice for SolarEdge enabled systems

### RAPID SHUTDOWN COMPLIANT

- Specifically designed to work with power optimizers
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for superior efficiency (98.5%) and longer strings
- Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- Integrated Safety Switch
- UL1741 SA certified, for CPUC Rule 21 grid compliance

# / Three Phase Inverters for the 277/480V Grid<sup>(1)</sup> for North America

SE20KUS / SE30KUS / SE33.3KUS / SE40KUS

MODEL NUMBER	SE20KUS	SE30KUS	SE33.3KUS	SE40KUS	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXX - USXXXBXXX	SEXXX-USX81XXXX			
<b>OUTPUT</b>					
Rated AC Power Output	20000	30000	33300	40000	W
Maximum apparent AC output power	20000	30000	33300	40000	VA
AC Output Line Connections	4W + PE	3W + PE, 4W + PE			
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-N)	244 - 277 - 305				Vac
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-L)	422.5 - 480 - 529				Vac
AC Frequency Min-Nom-Max <sup>(2)</sup>	59.3 - 60 - 60.5				Hz
Maximum Continuous Output Current (per Phase)	24	36.25	40	48.25	Aac
GFDI Threshold	1				A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes				
Total Harmonic Distortion	≤ 3				%
Power Factor Range	+/- 0.85 to 1				
<b>INPUT</b>					
Maximum DC Power (Module STC)	27000	45000	50000	60000	W
Transformer-less, Ungrounded	Yes				
Maximum Input Voltage DC+ to DC-	1000				Vdc
Nominal Input Voltage DC+ to DC-	850				Vdc
Maximum Input Current	26.5	36.25	40	48.25	Adc
Maximum Input Short Circuit Current	33	55			Adc
Reverse-Polarity Protection	Yes				
Ground-Fault Isolation Detection	1MΩ Sensitivity	167kΩ Sensitivity <sup>(3)</sup>			
CEC Weighted Efficiency	98	98.5			%
Night-time Power Consumption	<3	<4			W
<b>ADDITIONAL FEATURES</b>					
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)				
Inverter Commissioning	With the SetApp mobile application using built-in access point for local connection				
Arc Fault Protection	Integrated, User Configurable (According to UL1699B)				
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified				
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in				
DC Surge Protection	Type II, field replaceable, optional	Type II, field replaceable, Built-in			
AC Surge Protection	-	Type II, field replaceable, Built-in			
DC Fuses (Single Pole)	-	25A, Built-in			
Smart Energy Management	Export Limitation				
<b>DC SAFETY SWITCH</b>					
DC Disconnect	Integrated				
<b>STANDARD COMPLIANCE</b>					
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07				
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)				
Emissions	FCC part15 class A				
<b>INSTALLATION SPECIFICATIONS</b>					
AC output conduit size / AWG range	3/4" minimum / 12-6 AWG	3/4" or 1" / 6 - 10 AWG			
DC input conduit size / AWG range	3/4" or 1" / 6 - 12 AWG				
Number of DC inputs pairs	2	4			
Dimensions with Safety Switch (H x W x D)	30.5 x 12.5 x 10.5 / 775 x 315 x 260	31.8 x 12.5 x 11.8 / 808 x 317 x 300			in / mm
Weight with Safety Switch	74.2 / 33.7	78.2 / 35.5			lb / kg
Cooling	Fans (user replaceable)				
Noise	< 50	< 62			dBA
Operating Temperature Range	-40 to +140 / -40 to +60 <sup>(4)</sup>				°F / °C
Protection Rating	NEMA 3R				
Mounting	Bracket provided				

(1) For 120/208V inverters refer to: <https://www.solaredge.com/sites/default/files/se-three-phase-us-inverter-208V-setapp-datasheet.pdf>

(2) For other regional settings please contact SolarEdge support

(3) Where permitted by local regulations

(4) For power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>



# Attachment 3: Structural Engineering

**Comment:** The below attachments are evidence that the roof is structurally sufficient for solar development.

**Included Documents:**

1. Structural Report
2. Racking company information



January 14, 2021

Mr. Payne Morgan  
Associate Director – Project Development  
Wunder Capital  
1743 Walnut Street  
Boulder, CO 80302

**RE: *Rooftop Solar Photovoltaic Panels  
1595 MacArthur Blvd, Mahwah, NJ  
Structural Analysis and Uniform Load Budget***

Dear Mr. Morgan:

Pursuant to your request, Kimley-Horn and Associates, Inc. conducted a structural engineering evaluation of the above referenced building to determine the feasibility of applying solar photovoltaic (PV) panels to the rooftop of the building.

No historical structural drawings were available to Kimley-Horn as part of this project. Kimley-Horn obtained field measurements and identified typical joist members with the Steel Joist Institute (SJI) to obtain historical joist capacities. Wide flange columns and beams were identified using AISC properties. These select members with governing building codes were used to determine a uniform load budget for the proposed solar project. The roof framing is comprised of J-series joists with wide-flange girders. The building features a column bay with large MEP components. Due to the age of the structure, we believe it is possible the girders utilize ASTM A572 Gr. 50 Steel; however, it is most likely the steel gradation is ASTM A36. The basis of our structural opinion is contingent on this gradation of steel and non-destructive testing should be performed to confirm this assumption prior to the installation of additional dead load in the form of a rooftop PV racking system.

For the purpose of determining a controlling load combination, current industry practices allow an engineer to exclude roof live load within the footprint of PV panels. Roof snow loads in addition to snow drift loads were considered in addition to PV panel loading.

**If the steel is determined to be ASTM A36 Steel**, then based on the above referenced data and the assumptions stated herein, it is the opinion of Kimley-Horn the existing building's structural system cannot support increased loading associated with a PV panel distributed loading. Neither concentrated loads associated with proposed electrical equipment nor construction staging loads have been specifically analyzed. Once the final PV racking design is complete, a final structural analysis should be performed to review any concentrated loads. A sketch of the referenced restricted areas is included as an appendix to this report.

**If the steel is determined to be ASTM A572 Gr. 50 Steel**, then based on the above referenced data and the assumptions stated herein, it is the opinion of Kimley-Horn the existing building's structural system can support increased loading associated with a PV panel distributed loading of approximately 4psf at all locations except for joists supporting HVAC rooftop units or within the first bay from the




perimeter or the MEP area in the middle of the building. Neither concentrated loads associated with proposed electrical equipment nor construction staging loads have been specifically analyzed. Once the final PV racking design is complete, a final structural analysis should be performed to review any concentrated loads. A sketch of the referenced restricted areas is included as an appendix to this report.

The existing building structure is assumed to have been properly maintained and in good condition with no structural defects and no deterioration to its member capacities. All connections are assumed to be sound. Limited on-site observations were made by Kimley-Horn staff, and no testing was conducted to confirm this assumption. It shall remain the responsibility of the building owner to ensure that the structure is and remains in good condition. Kimley-Horn makes no warranties, expressed or implied in connection with this letter and disclaims any liability arising from original design, material, fabrication, and erection deficiencies or the condition of the building structure. Client and building owner should be fully advised that any additional HVAC, telecommunications, solar, signage, or similar equipment placed on the roof will utilize existing residual structural capacity that would otherwise be available to withstand a greater-than-code-prescribed snow event. The uniform load budgets provided within this report assume a code-prescribed snow event and code-prescribed member capacities.

Please contact me at (770) 545-6102 or [cole.edmonson@kimley-horn.com](mailto:cole.edmonson@kimley-horn.com) should you have any questions.

Respectfully Submitted,

KIMLEY-HORN AND ASSOCIATES, INC.



Cole Edmonson, P.E., S.E.\*  
Associate



Kyle Freehart, P.E.  
Project Engineer




*\*Cole Edmonson is a licensed engineer in multiple states; however, he is not representing himself as a licensed engineer in the state of New Jersey.*

# 1595 MacArthur

375ft x 315ft = 118125 sq ft

## Legend

 1595 MacArthur Blvd



40' offset from perimeter

40' heavy MEP area

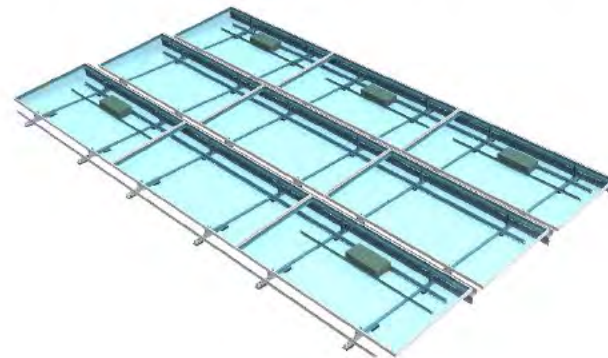


MacArthur



**PANELCLAW®**

## **clawFR 5 Degree Design Specifications, Rules and Guidelines**





## Specifications: clawFR 5 Degree

**Roof Loading** 2.3 psf to 8.0 psf (11.2 kg/m<sup>2</sup> to 39.1 kg/m<sup>2</sup>) including racking, modules and ballast

**Roof Slope** 5° max slope (1/12 pitch) in all directions  
Up to 7° (1.5 / 12 pitch) possible with engineering review

**Wavy Roofs** clawFR can span up to to 3° in undulation in any two directions  
This system is not designed to go over roof crickets

**Wind Speed** 150 mph (193 km/h) – 3 second gust per ASCE 7-05 (190 mph per ASCE 7-10)  
Higher wind speeds require PanelClaw engineering review

**Exposures** ASCE wind exposure categories B, C and D

**Seismic Design Category** USGS seismic design category A, B, C, D  
Seismic zones beyond D can also be evaluated upon request

**Maximum Building Height** No Limitations

**Roof Material** EPDM, TPO, PVC, Mod Bitumen, Asphalt, Coal Tar, Foam, Concrete, and Gravel  
Loose gravel and/or river rock must be cleared out from under cFR bases

**UL/ANSI 2703-2015 Grounding & Bonding** UL LISTED – Will accommodate max module fuse rating of 30 amps.  
Typical module fuse rating is ~15 amps

**UL/ANSI 2703-2015 Mechanical Load** UL LISTED – Racking components meet electrical and mechanical requirements of standard  
System load rating is always module dependent (module allowable loads are typically the limiting factor)

**UL/ANSI 2703-2015 Fire Listing** System Fire Rating Class A with Type 1 and Type 2 modules  
No additional components required for compliance for Type 1 or Type 2 modules

**Ballast Block Size** Nominal 2"x 8"x 16", 3"x 8"x 16", or 4"x8"x16" blocks  
Actual dimensions: 1 5/8" or 2 5/8" or 3 5/8"x 7 5/8"x 15 5/8" with +/- 1/8" tolerance

Within structural capacity



# Attachment 4: Site Improvements

**Comment:** The following documents are intended to confirm the Project's compliance with site improvement, EV Charging, and energy audit categories.

## **Included Documents:**

1. Link Logistics Commitment Letter to Site Improvements
2. Link Logistics Commitment Letter to EV Chargers, Energy Audits, and Tenant involvement in the Project.
3. NJ Land Conservancy Working Relationship Letter

Link Logistics Real Estate  
90 Park Avenue, 32<sup>nd</sup> Floor  
New York, NY 10016

Phone +1 212 297 1000  
[www.linklogistics.com](http://www.linklogistics.com)

Dear Wunder Capital,

I am writing on behalf of 1595 MacArthur Blvd. Link Logistics Real Estate, as owner of the building (legal name BREIT Industrial Canyon NJ1W04 , LLC) is strongly supportive of the solar project and plan to use the lease revenue generated by the project to enable investments in future site enhancements over the next 5 years. This will include site enhancements to our landscape, exterior paint, asphalt/concrete, and LED lighting.

The dollar value of these planned improvements are as follows:

- Landscaping: \$47,706
- Exterior Paint: \$47,706
- Asphalt / Concrete: \$29,816
- LED Lighting: \$89,448
- TOTAL = \$214,675

These site enhancements will further improve the appearance of our building and local community and the overall valuation of this real estate.

Please reach out if you have any questions.

Thank you,



Michael Mercier  
Senior Vice President  
Link Logistics Real Estate  
Direct 925-278-6632  
[MMercier@LinkLogistics.com](mailto:MMercier@LinkLogistics.com)

Link Logistics Real Estate  
90 Park Avenue, 32<sup>nd</sup> Floor  
New York, NY 10016

Phone +1 212 297 1000  
[www.linklogistics.com](http://www.linklogistics.com)

Dear New Jersey Board of Public Utilities,

I am writing on behalf of the tenant/s located at 1595 MacArthur, Dimensional Communications, Inc., Link Logistics Real Estate, as owner of the building (legal name of BREIT Industrial Canyon NJ1W04, LLC) is strongly supportive of the solar project given the benefits that it provides to our on-site operations the tenant/s, including:

The tenant/s will be offered to be a subscriber at a 20% discount to market commercial electricity rates. For the avoidance of doubt, this building is not master metered. The tenant/s will be given the option to participate in the community solar array at their discretion. The tenant/s subscription shall not exceed 51% of the project's output.

The employees of the tenant/s will be offered to be a subscriber at a 20% discount to market electricity residential rates

Link will require its tenants to undertake an energy audit of the building's onsite electric consumption to identify way to increase energy efficiency.

A Level 2 EV charging station will be installed on site, and made available to the public.

The tenant/s and its employees will have the opportunity to support renewable energy production

Having cheaper, clean electricity options, electric vehicle charging options, and a mandate for energy efficiency will provide further incentives for the tenant/s to remain in operation at this location and to continue to contribute to and support the local economy and promote New Jersey jobs.

Please reach out if you have any questions.

Thank you,



Michael Mercier  
Senior Vice President  
Link Logistics Real Estate  
Direct 925-278-6632  
[MMercier@LinkLogistics.com](mailto:MMercier@LinkLogistics.com)





January 14, 2021

Tom Gilbert  
Campaign Director for Energy, Climate and Natural Resources  
New Jersey Conservation Foundation  
170 Longview Road  
Far Hills, NJ 07931

Re: Wunder Capital Donation Partnership for Supporting New Jersey's Open Lands

Dear Tom,

Thank you for your willingness to continue conversations and discussion on implementing a successful donation partnership between Wunder Capital ("Wunder") and the New Jersey Conservation Foundation (the "Foundation"). This letter shall serve as the confirmation of our commitment to work cooperatively together, as well as the basis for growing our relationship to be best suited to helping your organization to meet its mission statement of preserving land and natural resources throughout New Jersey.

At Wunder we recognize that the growth of the solar industry raises new and complex land use questions for communities across this country, and New Jersey in particular. Large community solar projects, while providing an environmental benefit, also consume a large amount of open green space: a resource that is becoming less common throughout the Garden State. This is why we are committed to only putting forward rooftop community solar projects into the New Jersey Community Solar Pilot Program. By doing so, we can take advantage of existing infrastructure and forgo the need to use more open space for solar development.

In doing so, we also recognize that our projects can be a further agent for change by financially supporting the great work your organization does to promote pollinators, green space, and urban gardening throughout New Jersey. That is why we pledge to donate **\$2,000** for every MW awarded to us in the Year 2 program to the New Jersey Conservation Foundation.

We are truly excited to work with your team to identify specific pollinator or other conservation projects that preserve New Jersey's landscape, and if possible, are near the host communities of our awarded projects.

Thank you,

**Wunder Capital**

Christian Dick  
Lead Director, Wunder Capital  
[cfDick@wundercapital.com](mailto:cfDick@wundercapital.com)





**Acknowledged:**

**New Jersey Conservation Foundation**

Signature: Thomas B Gilbert

Name: Tom Gilbert

Title: Campaign Director for Energy, Climate and Natural Resources

Date: 2/1/21



# Attachment 5: Permitting

**Comment:** The following documents are intended to confirm the Project's work with permitting authorities and interconnection due diligence.

## **Included Documents:**

1. Hosting Capacity Map

# 1595 MacArthur Blvd, Mahwah, NJ Hosting Capacity Map - Rockland Electric

(1 of 3)	(2 of 3)
Substation Level System Data: Circuit 58-3-13	STATION B
OPERATION COMPANY: ORU	CIRCUIT NAME: 58-3-13
SUBSTATION NAME: MAHWAH AREA STATION B	LOCAL VOLTAGE (KV): 13
SUBSTATION CONNECTED (MW): 0.43	LOCAL MAXIMUM HOSTING CAPACITY (MW): 2.99
SUBSTATION QUEUED (MW): 0.00	LOCAL MINIMUM HOSTING CAPACITY (MW): 2.00
SUBSTATION TOTAL DG (MW): 0.43	ANTI-ISLANDING HOSTING CAPACITY LIMIT (MW): 0.29
SUBSTATION PEAK (MW): 16.95	CIRCUIT DG CONNECTED DER (MW): 0.00
SUBSTATION REFRESH DATE: 8/30/2020	CIRCUIT DG QUEUED_DER (MW): 0.00
NVISO LOAD ZONE: G	
<a href="#">Zoom to</a>	<a href="#">Zoom to</a>





# Attachment 6: Community Solar Offering

**Comment:** The following documents are intended to confirm the Project's product offering and working relationship with its Energy Audit and Community Solar subscriber partners.

**Included Documents:**

1. MOU with PowerMarket and Wunder Capital (Community Solar)
2. MOU with Ciel Power and Wunder Capital (Energy Audits)

Community Solar MOU

January 21, 2021

PowerMarket  
335 Madison Ave – 4<sup>th</sup> Floor  
New York, NY 10017

**Re: Non-Binding Letter of Intent (“LOI”) for Community Solar Subscription Services in New Jersey**

This LOI confirms **Flatiron Power’s** (“FIP”) interest in continuing discussions with **PowerMarket** (together with its affiliates, “PowerMarket” or “you”) regarding community solar services for those certain solar projects developed and fully owned by FIP and located at the addresses set forth on Schedule 1 hereto (individually, a “Project” and collectively, the “Projects”) with respect to the solicitation, marketing, and management of community solar subscriptions of the Projects (the “Purpose”) to FIP. FIP and PowerMarket may be referred to herein individually as a “Party” and together as the “Parties.”

In order to induce FIP and PowerMarket to continue discussions with each other, and in consideration of the expenditure of time, effort and expenses being undertaken by both FIP and PowerMarket in connection with the Purpose, FIP and PowerMarket hereby agree as follows:

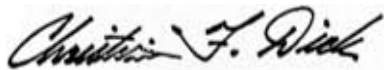
1. Community Solar Subscribers. FIP and PowerMarket will explore the possibility of entering into community solar subscriber and management agreements for the Projects that would incorporate usual and customary terms and conditions with respect to the selling of community solar credits to residential electric customers, specifically outlined in Schedule 2 of this LOI (collectively, the “Offtake Agreements”).
2. Confidentiality. FIP and PowerMarket have executed a Confidentiality Agreement with respect to confidentiality and use restrictions, and each of FIP and PowerMarket acknowledges and agrees that the terms and conditions thereof shall apply to the terms of this LOI *mutatis mutandis*.
3. Expenses. Each of the Parties will bear its own expenses relating to the Purpose. Neither Party shall bear any liability for any fees and expenses of the other Party in the event that negotiations or discussions concerning the Purpose are terminated.
4. Termination. Subject to the last sentence of this Section 4, this LOI will terminate upon the earliest of (a) execution by the Parties of a Master Services Agreement, or (b) such date as may be mutually agreed upon by the Parties hereto, unless otherwise extended by a written agreement signed by the Parties. Notwithstanding the foregoing, the provisions of Sections 2, 5 and 8 shall survive the termination of this LOI.

5. Governing Law; Waiver of Jury Trial. This LOI shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). The Parties agree that any action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this LOI shall be brought in a federal court located in the Southern District of the State of New York or, if such courts lack jurisdiction, in a New York state court located in New York County, and that any cause of action arising out of this LOI shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the nonexclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding in any such court or that any such action or proceeding which is brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE ARISING HEREUNDER AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.
  
6. Counterparts. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format (“pdf”) shall be effective as delivery of an original executed counterpart of this LOI.
  
7. No Assignment. This LOI is personal to the Parties, and neither Party shall have the right, power, or authority to assign this LOI, or any portion hereof, or to delegate or subcontract any duties or obligations arising hereunder, either voluntarily or by operation of law. Notwithstanding the immediately preceding sentence and without PowerMarket’s prior written consent, FIP may assign its rights and obligations under this LOI, upon notice to PowerMarket, to any existing or future affiliate of FIP (including, without limitation, a to-be-formed special purpose vehicle). Notwithstanding the foregoing and without FIP’s prior written consent, PowerMarket may assign its rights and obligations under this LOI, upon notice to FIP, to any existing or future affiliate of PowerMarket (including, without limitation, a to-be-formed special purpose vehicle).
  
8. Non-Binding Effect. The Parties agree that this LOI does not constitute a binding commitment by either Party with respect to the Purpose, with the exception of Sections 2 through 7 above. A binding contract with respect to community solar subscriber and management services will not exist between the Parties unless and until they sign and deliver a Master Services Agreement for such services. No obligations of one Party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from (i) executing this LOI, (ii) a Party’s partial performance of the terms of this LOI, its

facilitating or conducting due diligence, its taking or refraining from taking any actions relating to the Purpose, or (iii) any other course of conduct by the Parties, in each case, other than breach of the obligations set forth in Sections 2 and 7 above. Subject to the provisions of this LOI, the Parties agree that either Party may discontinue discussions at any time for any reason or no reason. Any letters, drafts or other communications outside of this LOI shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the Parties.

On behalf of FIP, it is our pleasure to make this proposal to you. If the terms and conditions of this LOI are acceptable, please so indicate by returning an executed copy of this letter to us.

Sincerely,  
Flatiron Power, LLC

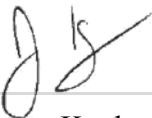
By: 

Name: Christian F. Dick

Title: Lead Director, Development

Date: January 21, 2021

Accepted & Agreed:  
ProjectEconomics, Inc. dba PowerMarket

By: 

Name: Jason Kaplan

Title: COO

Date: 1/21/21

**Schedule 1  
Project List**

The final agreement is subject to change based on reduction in total number of Projects chosen for development by FIP.

**Table 1: List of Project Sites and Required Subscriber Amount (kWhs)**

Site	Utility	Required kWhs to Subscribe	LMI Subscriber Requirement
1595 MacArthur Blvd	Rockland	1,317,459	671,904.14
223 Veterans Blvd	PSE&G	1,168,998	596,188.85
195 Anderson Ave	PSE&G	1,147,872	585,414.73
293 Fairfield Ave	PSE&G	1,080,099	550,850.35
4 Edison Place	PSE&G	792,415	404,131.87
2 Stewart Place	PSE&G	430,519	219,564.92
140 New Dutch Lane	PSE&G	587,857	299,807.07
3 Edison Place	PSE&G	448,558	228,764.83
305 Fairfield Avenue	PSE&G	267,271	136,308.39
15 Gardner Road	PSE&G	345,041	175,970.95
17-19 Industrial Road	PSE&G	306,217	156,170.45
10 Dwight Place	PSE&G	252,605	128,828.44
8 Spielman Road	PSE&G	331,678	169,155.91
10 Industrial Road	PSE&G	292,805	149,330.61
21 Spielman Road	PSE&G	127,285	64,915.17
40 Fairfield Place	PSE&G	297,498	151,724.18
1155 Commerce Boulevard	Atlantic City	278,891	142,234.42
2AB Terminal Way	PSE&G	205,150	104,626.53
4AB Engelhard Avenue	PSE&G	170,916	87,167.15
8AB Engelhard Avenue	PSE&G	87,138	44,440.63
1C Terminal Way	PSE&G	161,826	82,531.12
50 Edgeboro Road	PSE&G	160,100	81,651.01
231-235 Main Street	PSE&G	185,169	94,436.33
28-38 Slater Drive	PSE&G	183,015	93,337.52



## **Schedule 2**

### **Product Requirements**

The final agreement negotiated by the Parties shall consist of the following minimum requirements. Minimum requirements subject to change, as requested by FIP, prior to execution of final agreement:

#### **Low-to-Moderate Income (LMI) Customers**

- PowerMarket acknowledges and agrees that a minimum of 51% of each Project's required output shall come from Low-to-Moderate income residents in each subsequent utility territory. PowerMarket shall adhere to commercial best practices for marketing to LMI customers to ensure transparency and ethical business practice.

#### **Subscription Sizing**

- PowerMarket shall subscribe customers on a basis of annual kilowatt hours used per year, until a Project is at full capacity. Each subscriber shall be subscriber to only ninety percent (90%) of customer's annual electric usage.

#### **Community Solar Subscription Price**

- Customers shall pay a fixed discount of at 21% off of the Community Credit Rate for the customer's rate class. The 21% discount shall be fixed for the life of the contract.

#### **Contract Term**

- Customers shall sign up for a month-to-month contract that automatically renews for a total period of 20-years. Customers shall give sufficient notice to exit the agreement as determined by FIP.

#### **Energy Audits**

- Customers shall be given the option of receiving a subsidized energy audit for their energy consumption prior to signing on to the community solar subscription.

#### **Geographic Proximity**

- PowerMarket shall subscribe residential customers located in specific geographic areas to be further delineated in the upcoming Master Services Agreement.

Agreed Product  
Requirements for  
CS Offering



Energy Audit MOU

January 18, 2021

Ciel Power LLC  
78 Mountainview Avenue  
Nutley, New Jersey. 07110

**Re: Non-Binding Letter of Intent (“LOI”) for Community Solar Energy Audits in New Jersey**

This LOI confirms **Flatiron Power LLC’s** (“FIP”) interest in continuing discussions with **Ciel Power LLC** (together with its affiliates, “[Counterparty]” or “you”) regarding energy audit services for subscribers to those certain solar projects developed and fully owned by FIP and located at the addresses set forth on Schedule 1 hereto (individually, a “Project” and collectively, the “Projects”) with respect to the execution of energy audits of the homes and businesses of the subscribers to the Projects (the “Purpose”) to FIP. FIP and Ciel Power may be referred to herein individually as a “Party” and together as the “Parties.”

In order to induce FIP and Ciel Power to continue discussions with each other, and in consideration of the expenditure of time, effort and expenses being undertaken by both FIP and Ciel Power in connection with the Purpose, FIP and Ciel Power hereby agree as follows:

1. Energy Audits. FIP and Ciel Power will explore the possibility of entering into a Master Services Agreements for energy audits for the subscribers of the Projects that would incorporate usual and customary terms and conditions with respect to the execution of energy audits & subsequent delivery of a report including recommendations for energy efficiency improvements (the “MSA”).
2. Confidentiality. FIP and Ciel Power have executed a Confidentiality Agreement with respect to confidentiality and use restrictions, and each of FIP and Ciel Power acknowledges and agrees that the terms and conditions thereof shall apply to the terms of this LOI *mutatis mutandis*.
3. Expenses. Each of the Parties will bear its own expenses relating to the Purpose. Neither Party shall bear any liability for any fees and expenses of the other Party in the event that negotiations or discussions concerning the Purpose are terminated.
4. Termination. Subject to the last sentence of this Section 4, this LOI will terminate upon the earliest of (a) execution by the Parties of a Master Services Agreement or (b) such date as may be mutually agreed upon by the Parties hereto, unless otherwise extended by a written agreement signed by the Parties. Notwithstanding the foregoing, the provisions of Sections 2, 5 and 8 shall survive the termination of this LOI.
5. Governing Law; Waiver of Jury Trial. This LOI shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). The Parties agree that any action or proceeding seeking to enforce any

provision of, or based on any matter arising out of or in connection with, this LOI shall be brought in a federal court located in the Southern District of the State of New York or, if such courts lack jurisdiction, in a New York state court located in New York County, and that any cause of action arising out of this LOI shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the nonexclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding in any such court or that any such action or proceeding which is brought in any such court has been brought in an inconvenient forum. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE ARISING HEREUNDER AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

6. Counterparts. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format (“pdf”) shall be effective as delivery of an original executed counterpart of this LOI.
7. No Assignment. This LOI is personal to the Parties, and neither Party shall have the right, power, or authority to assign this LOI, or any portion hereof, or to delegate or subcontract any duties or obligations arising hereunder, either voluntarily or by operation of law. Notwithstanding the immediately preceding sentence and without Ciel Power’s prior written consent, FIP may assign its rights and obligations under this LOI, upon notice to Ciel Power, to any existing or future affiliate of FIP (including, without limitation, a to-be-formed special purpose vehicle). Notwithstanding the foregoing and without FIP’s prior written consent, Ciel Power may assign its rights and obligations under this LOI, upon notice to FIP, to any existing or future affiliate of Ciel Power (including, without limitation, a to-be-formed special purpose vehicle).
8. Non-Binding Effect. The Parties agree that this LOI does not constitute a binding commitment by either Party with respect to the Purpose, with the exception of Sections 2 through 7 above. A binding contract with respect to services to be rendered will not exist between the Parties unless and until they sign and deliver a MSA. No obligations of one Party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from (i) executing this LOI, (ii) a Party’s partial performance of the terms of this LOI, its facilitating or conducting due diligence, its taking or refraining from taking any actions relating to the Purpose, or (iii) any other course of conduct by the Parties, in each case, other than breach of the obligations set forth in Sections 1, 2 and 7 above. Subject to the provisions of this LOI, the Parties agree that either Party may discontinue discussions at any time for any reason or no reason. Any letters, drafts or other communications outside of this LOI shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the Parties.

On behalf of FIP, it is our pleasure to make this proposal to you. If the terms and conditions of this LOI are acceptable, please so indicate by returning an executed copy of this letter to us.

Sincerely,  
Flatiron Power, LLC

By:

Name: Christian F. Dick

Title: Lead Director, Development

Date:

Accepted & Agreed:  
Ciel Power, Inc.

By:

Name: *Scott Fischer*

Title: *Managing Member, Ciel Power LLC*

Date: *1/18/21*



# Attachment 7: Affordable Housing Provider Letter

**Comment:** The following document is intended to provide evidence of the working relationship between Wunder and New Jersey Community Capital.

**Included Documents:**

1. MOU with NJ Community Capital and Wunder Capital



December 22, 2020

Mr. Ryan Johnson  
Managing Director of Real Estate  
Community Asset Preservation Corporation  
108 Church Street, 3rd Floor  
New Brunswick, NJ 08901

Re: NJ Community Solar Pilot Program Year 2 - Solar Garden State Portfolio

Dear Mr. Johnson,

This letter of intent (“LOI”) is entered into and effective on December 22, 2020 (the “Effective Date”) between 127 Energy, LLC (“127 Energy”), Flatiron Power, LLC (“Flatiron Power”), New Jersey Community Capital (“NJCC”), and Community Asset Preservation Corporation (“CAPC”), an affordable housing provider located in the State of New Jersey (“Local Housing Partner”).

This LOI memorializes NJCC’s collaboration with 127 Energy and Flatiron Power involving rooftop community solar projects in New Jersey. As an affordable housing provider, NJCC intends to subscribe directly to applicable community solar projects as a qualified LMI subscriber. In addition, NJCC intends to facilitate subscriber acquisition in an ongoing effort to ensure other LMI tenants and residents gain access to the energy savings offered by community solar projects.

NJCC owns affordable housing units in New Jersey located in Union County, Middlesex County, Hudson County, Bergen County, Mercer County, Monmouth County, Salem County, Camden County, Passaic County, Somerset County, and Essex County. NJCC intends to facilitate subscriber acquisition with 127 Energy and Flatiron Power across their rooftop community solar project portfolio in New Jersey.

*Signatures provided on the following*

For the avoidance of doubt, NJ Community Capital and Wunder are working broadly across all sites consider within the portfolio.

As indicated in the application, Wunder is tailoring offtake opportunities to the host counties and adjacent counties for each project.



**Project Development Team:**

A handwritten signature in black ink that reads "Pierre Moses".

Pierre Moses  
President, 127 Energy  
[pmoses@127energy.com](mailto:pmoses@127energy.com)

A handwritten signature in black ink that reads "Christian F. Dick".

Christian Dick  
Lead Director, Flatiron Power | Wunder Capital  
[cfDick@wundercapital.com](mailto:cfDick@wundercapital.com)

**Community Asset Preservation Corporation:**

A handwritten signature in black ink that reads "Ryan Johnson".

Ryan Johnson  
Managing Director of Real Estate  
1/6/21



# Attachment 8: Community Support

**Comment:** The following documentation is a complete summary of all community outreach activities taken by Wunder to evidence community support, consultation, and involvement. For confirmation, the Slides provided in this document were presented to the Attendee List in the Early Fall of 2020

**Included Documents:**

1. NJ Garden State Solar Webinar
2. NJ Garden State Solar Attendee List
3. Vote Solar Support Letter
4. Email Correspondence with Town for Process
5. Town Council Meeting minutes & email correspondence
6. Adjacent Property Outreach Letter
7. Adjacent Property Outreach List
8. Urban Environmental Group Letter of Support, Sierra Club Letter of Support, Greenfaith Letter of Support



# Solar Garden State Portfolio



**Pierre Moses, President at 127 Energy**  
**Sam Beaudin, Chief Product Officer at Wunder Capital**  
**Nathan Plock, Associate Director at Wunder Capital**

# Who we are

---

**127 Energy** is an experienced project developer having completed several portfolios of commercial solar projects in New Jersey including public school districts and solar on affordable housing developments.

**Wunder Capital** is the leading commercial solar financier in the US having financed 345 MW of projects since 2016, with over 25 MW of New Jersey projects

# Portfolio Overview

Distributed. Accessible. Replicable.

So far...

- 10 MW of total capacity
- 28 rooftop projects
- Site control in place
- 30% designs
- Interconnection/Permits soon to be filed

County	% of Portfolio Capacity
Bergen	19%
Essex	36%
Gloucester	6%
Middlesex	27%
Passaic	7%
Union	4%



# LMI and EJ

---

Expanding clean energy access to low and moderate income communities

- ~20% discount compared to retail energy rate
- Available to LMI renters, LMI homeowners, and affordable housing providers directly

Utilizing only vacant rooftops for clean energy production

- Preserving land for wildlife and farm production
- Distributed sites means efficient process for grid access

Webinar for subscribers and community organizations...

# Next Steps

---

**Engage with coalition members individually and discuss strategies to improve the scope and impact of our work**

- How does our work support the efforts of coalition members?

**Connect with Affordable Housing Developers**

- Energy savings as a direct subscriber
- Pass-through identifiable benefits to LMI tenants/residents
- Affidavit with Solar Garden State Portfolio

## Contact List from Webinar

Email	Name	Organization
pari@votesolar.org	Pari Kasotia	Vote Solar
daryle@votesolar.org	<i>Ignore</i>	
misha@votesolar.org	<i>Ignore</i>	
hilary@votesolar.org	<i>Ignore</i>	
sbucci@gridalternatives.org	Sarah Bucci	Grid Alternatives
awyatt@gridalternatives.org		
ffigel@gridalternatives.org		
mjaker@mbi-gs.com	Michele Jaker (Partner at company)	<a href="#">MBI</a>
kpaul@mbi-gs.com	Kayvon Paul	
tmulhall@mbi-gs.com		
juan@solar1.org	Juan Parra (Community Solar Program Manager)	<a href="#">Solar One</a>
noah@solar1.org	Noah Ginsburg (Co-program Director)	
revtuff@greenfaith.org	Rev. Ronald Tuff	<a href="#">Green Faith</a>
fletcher@greenfaith.org		
mlopeznunez@ironboundcc.org	Maria Lopez-Nuñez	<a href="#">Ironbound Community Corporation</a>
mmiles@ironboundcc.org		
lauren@solstice.us	Lauren Levine	<a href="#">Solstice</a>
avni@solstice.us	Avni Pravin	
ltorres@earthjustice.org	Luis Nasvytis Torres	<a href="#">Earth Justice</a>
ngutierrez@earthjustice.org	Nydia Gutierrez	
plarue@earthjustice.org	Phil Larue	
gary@neighborhoodsun.solar	Gary Skulnik	<a href="#">Neighborhood Sun</a>
emily@neighborhoodsun.solar ????	Emily Tokarowski	
armando@neighborhoodsun.solar ????	Armando Gaetaniello	
randi@neighborhoodsun.solar ????	Randi Orlow	
glen@solarunitedneighbors.org	Glen Brand	<a href="#">Solar United Neighbors</a>
yesenia@solarunitedneighbors.org	Yesenia Rivera	
lauren@solarunitedneighbors.org		
bgalante@posigen.com	Beth Galante	Posigen
plenowitz@posigen.com	<i>Ignore</i>	
ed.potosnak@njlc.org	Ed Potosnak	<a href="#">NJ LCV</a>
henry.gajda@njlc.org	Henry Gajda	
lee.clark@njlc.org	Lee Clark	
bhaygood@isles.org	Ben Haygood	<a href="#">Isles</a>
kmiguel@isles.org	Kate Miguel	
leslie@communitysolaraccess.org	Leslie Elder	<a href="#">Community Solar Access</a>
nina@communitysolaraccess.org	Nina Lobo	
sbcaacpcommunications@gmail.com	Marcus Sibley ( <a href="#">NAACP Southern Burlington County Communications Chair</a> )	NAACP ?? (*All these email addresses say "naacp" somewhere in the address so I grouped them together...)
admdirector.njcnacp@gmail.com	NAACP <a href="#">NJ State Conference email</a> address	
jenglish@naacpnet.org		
2092mcaacp@optimum.net		
<b>Individuals</b>		
	Forrest Pritchett	I think <a href="#">this is Forrest Pritchett</a> ??? Unsure though
dpringle1988@gmail.com	David Pringle	
kingaddy111@gmail.com	<i>Likely:</i> <a href="#">Kim Gaddy</a>	Clean Water Action, NJ
kaplow1@aol.com		
pcronheim@comcast.net		
newbian8@verizon.net	Nicky Sheats	New Jersey Environmental Justice Alliance
mccray215@gmail.com		
skulnik@gmail.com		
ebenson@cleanwater.org	Eric Benson	Clean Water Action, NJ
ndgriffeth@mac.com		
quirkn@tcnj.edu	Nancy Quirk	<a href="#">Energy Program Manager TCNJ</a>
<i>Likely:</i> sean@votesolar.org	<i>Likely:</i> <a href="#">Sean Garren</a>	Vote Solar
ourclimategoals@gmail.com		
sweiner@sawassociates.com	Scott Weiner	Saw Associates, LLC
rlawton@njsbcouncil.org	Richard Lawton	NJ Sustainable Business Council
climatedannj@gmail.com		
	<i>Likely:</i> <a href="#">Doug O'Malley</a>	<a href="#">Environment New Jersey</a>
jeff.tittel@sierraclub.org	Jeff Tittel	<a href="#">Sierra Club NJ Chapter</a>
lyle@advancedsolarproducts.com	Lyle Rawlings	<a href="#">Advanced Solar Products</a>
ecosgrove@eeafnj.org	Erin Cosgrove	<a href="#">Energy Efficiency Alliance of New Jersey</a>
phyllis@njcitizenaction.org	Phyllis Salowe-Kaye	<a href="#">New Jersey Citizen Action</a>
melissa@njeja.org	Melissa Miles	<a href="#">New Jersey Environmental Justice Alliance</a>
amanda.colombo@powermarket.io	<i>Ignore</i>	
lbarchi@nexamp.com	<i>Likely:</i> Lauren Barchi	<a href="#">Seems to work for Solar United Neighbors now?</a>
mike@energyjustice.net	Mike Ewall	<a href="#">Energy Justice Network</a>
<i>Probably same as person listed under Isles</i>	Kate Miguel	



## VOTE SOLAR

October 9, 2020

New Jersey Board of Public Utilities  
44 Clinton Avenue  
Trenton, NJ 06825

Dear New Jersey Board of Public Utilities Representatives,

I serve as the Mid-Atlantic Director for Vote Solar. Our organization's mission is to enable solar-friendly policies at state level for a swift transition to a clean energy future. Vote Solar has actively advocated for the creation of a community solar pilot program and a strong LMI carve--out. We push for equitable solar policies and ways in which the community solar pilot program can be enhanced to meet its mandate of serving LMI customers that result in maximum benefits for the subscribers.

I would like to express Vote Solar's support for the Solar Garden State Portfolio, specifically 1595 MacArthur Blvd in Mahwah, being developed by 127 Energy and Wunder Capital. These rooftop community solar projects will provide solar energy bill credits to LMI residents in New Jersey and guarantee them long-term savings on their electric utility bills. Another reason for our support is that they will be built on rooftops, thereby using existing space and minimizing the use of new lands for community solar.

Now that New Jersey is home to the strongest environmental justice law in the US, we are pleased to see clean energy investments like the Solar Garden State Portfolio helping overburdened communities gain affordable access to the benefits of clean energy generation. In addition, we encourage participation in New Jersey's Community Solar Program as a meaningful contributing factor towards the state's 2050 greenhouse gas emissions reduction goal.

We are eager for the Solar Garden State Portfolio to begin construction and operation, delivering savings to residents and helping New Jersey achieve its energy equity and climate goals.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pari Kasotia'.

Pari Kasotia, Mid-Atlantic Director  
Vote Solar



Payne Morgan <paynemorgan@wundercapital.com>

Mahwah Planning Board Outreach

# Rooftop Community Solar Project in Mahwah, NJ

**Pierre Moses** <pmoses@127energy.com>  
To: gentrup@mahwahtwp.org  
Cc: Payne Morgan <paynemorgan@wundercapital.com>

Wed, Dec 9, 2020 at 3:39 PM

Hi Geri -

My name is Pierre Moses with 127 Energy and we are working as the local development and construction partner of a portfolio of community solar projects for Wunder Capital: a leading financier of commercial solar projects across the country. One of the projects we are working on is in Mahwah and I called your office to speak with you and received the direction to email you instead.

All of our solar projects are on commercial rooftops and will not utilize any new open land. Right now, our team is reaching out to local officials to introduce the projects and better understand your review process for these types of projects. If possible, I'd like to speak with you further about the project. In addition, I've attached a draft process letter that we'd like to use to confirm our understanding of the township review process.

Please call me at 504-669-8552 at your convenience, or you can email us feedback on the attached letter and we can go from there. Thanks in advance for your assistance.

Sincerely,  
Pierre Moses

Pierre D. Moses  
President  
pmoses@127Energy.com  
504-669-8552

It was confirmed that only ministerial permits would be required.



Process Review Letter\_Mahwah\_120920.docx  
59K



**Env. Commission  
Meeting Agenda**

**\*MEETING TO BE HELD BY WAY OF ZOOM CONFERENCE CALL\***

**ENVIRONMENTAL COMMISSION  
TOWNSHIP OF MAHWAH  
AGENDA  
WEDNESDAY, JANUARY 27, 2021**

The Environmental Commission will hold its regularly scheduled meeting on January 27, 2021 at 7 p.m. by way of remote video/audio conference. The meeting will be viewable on ZOOM per the webinar instructions below. As recommended by the Division of Local Government Services, Local Operational Guidance-COVID-19, instructions to access the remote meeting are as follows:

You are invited to a Zoom webinar.  
When: Jan 27, 2021 07:00 PM Eastern Time (US and Canada)  
Topic: Mahwah Environmental Commission Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/99917985077?pwd=KzZKcmxyemRjaE9icU5tc1hiRDl2UT09>

Passcode: 670483

Or iPhone one-tap :

US: +13126266799,,99917985077# or +19292056099,,99917985077#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 999 1798 5077

International numbers available: <https://zoom.us/u/adlLTTqNMu>

**January 27, 2021 AGENDA**

7:00 p.m.      **Meeting called to order**

7:00 p.m.      **Approval of Minutes**  
• *January 13, 2021*

**7:15 p.m.**      **Presentation**  
***Wunder Capital Community Solar Project Presentation – Payne Morgan***

8:00 p.m.      **Old Business**  
*Sustainable Jersey Certification Updates*

8:30 p.m.      **Site Plan Reviews**  
*None received as of January 21, 2021*

8:30 p.m.      **Soil Movement Permit Applications**  
Galanti, 207 Orchard Drive, Block 89, Lot 4, E-BD-216-304-696  
*Soil Movement Permit Application for inground pool, patio, outdoor kitchen, pavilion, waterfall and fencing*

*Agenda is subject to change*

**Presentation on  
Agenda**



Toll NJ IV, LLC, 38 Roxbury Road, Block 127, Lot 35, E-BD-216-3318  
*Soil Movement Permit Application for new single-family home on the property*

- 9:00 p.m.     **Tenant Applications**  
Farmacy Beauty, LLC, 300 Corporate Drive, Block 136, Lot 8, TA21-0002  
*Skin care/cosmetics*
- 9:15 p.m.     **Correspondence**  
• *Various copies of letters, agendas and minutes*
- 9:30 p.m.     **New Business**
- 10:00 p.m.    **Meeting adjourned**



Slides Shared with  
Commission

# Wunder Capital

Mahwah New Jersey

Rooftop Community Solar Project

*Mahwah Env. Commission – January 13th, 2021*

Payne Morgan

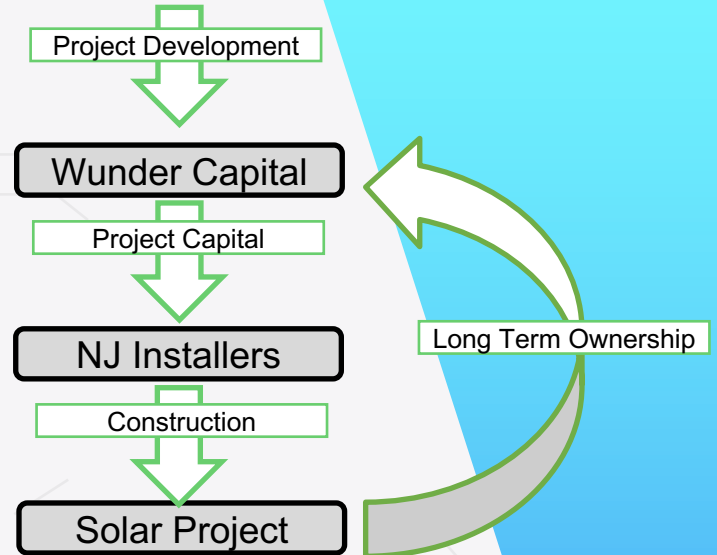
Associate Director of Project Development

[paynemorgan@wundercapital.com](mailto:paynemorgan@wundercapital.com)

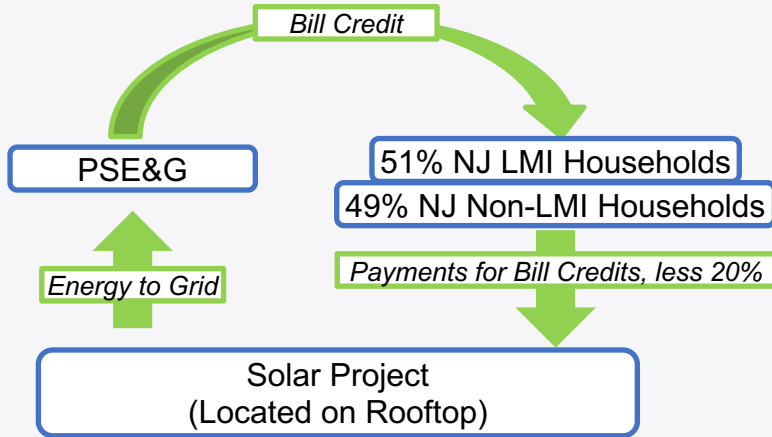
802-363-6550

# About Wunder Capital

- Long-term owner of rooftop solar projects, and leading national lender to the solar industry.
- Facilitated \$500MM in C&I solar financings over the past 8 years.
- Enabled 40MW+ of C&I solar to be constructed in New Jersey in 2019-2020.

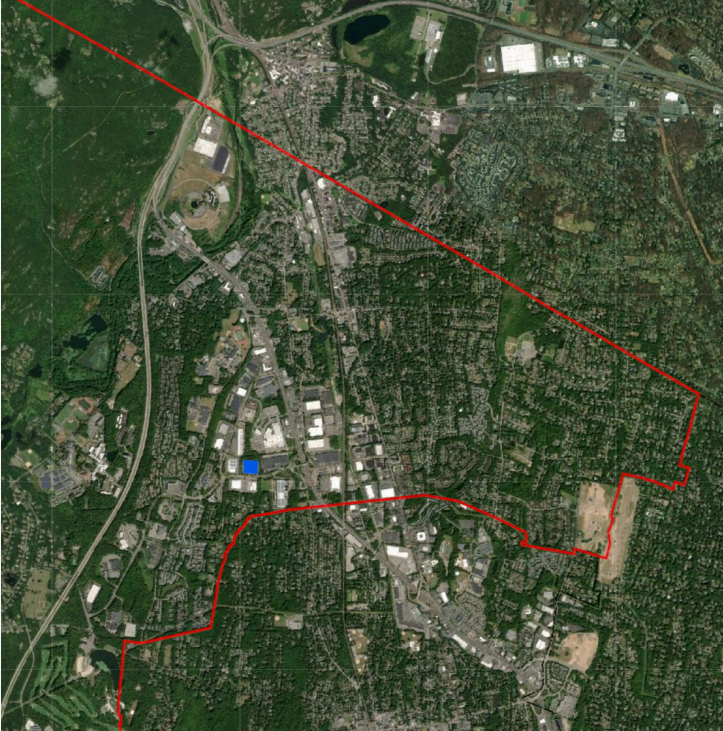


# NJ Community Solar



- NJ created a pilot program for community solar in 2018, allowing an initial tranche of projects to offer community solar bill credits to NJ residents.
- In February of this year, the second-year procurement will take place.
- Projects are awarded based on their overall score. With points being given to projects that are on existing infrastructure, work with LMI customers, and have support of their host communities.

# Wunder's Mahwah Project



- Wunder is currently planning on submitting 1 applications to the New Jersey community solar program in Mahwah.
- Total Capacity of project = 1.066 MW DC
- The site are located **on commercial rooftop** space, and not visible from the surrounding community.

# Why Rooftop Community Solar?

## Rooftop Solar



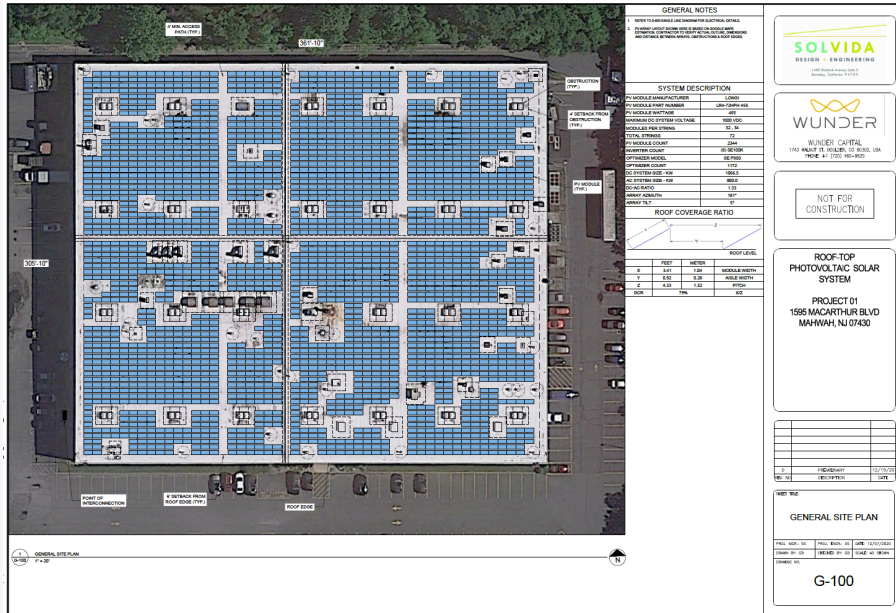
1. Economic development in 2021
2. Not visible to surrounding community
3. Uses pre-existing infrastructure in urban core
4. Close to electric load (better for utility)

## Ground Solar



1. Longer development timeframe, unlikely to be built in 2021.
2. Potential visual impacts
3. Uses new farmland and open space for development
4. Farther from electric load, less beneficial to utility.

# Sample Site Plan & Specifics



## Project Equipment

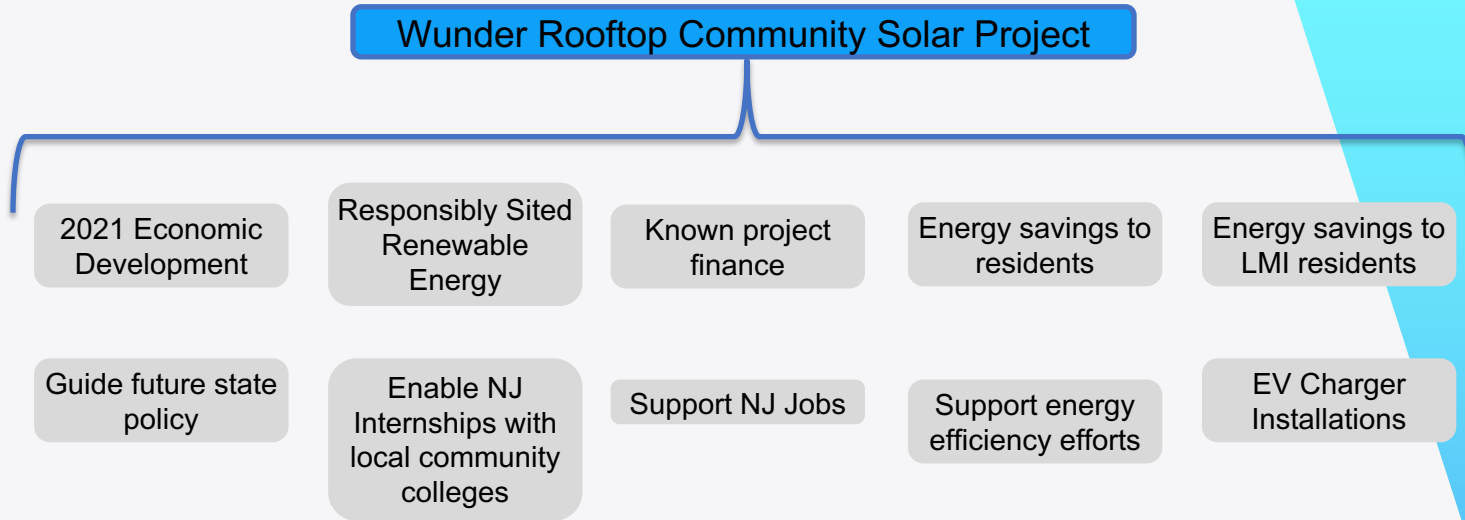
- Project will use Tier-1 equipment for project finance and local code requirements.

## Project Timeline

- Project award in May 2021
- IX and Permitting Summer 2021
- Construction Begin Fall 2021
- Construction Completed EOY 2021 / January 2022



# Benefits to Mahwah



# Request of the Commission

## **Request**

- Motion of support for the projects proposed by Wunder Capital, in concept.
- Signing of letter of support for the projects proposed by Wunder Capital.

## **Collaborate / Ask Questions / Partnership**

- Wunder welcomes all collaboration with the Town for its development process and would welcome further discussions with Town officials on how to develop these projects, once awarded, with the most benefits possible flowing to the local community.
- Please contact me at the below information to further these discussions or ask questions.
- Email: [paynemorgan@wundercapital.com](mailto:paynemorgan@wundercapital.com) or 802-363-6550



Letters Sent to  
Neighboring  
Properties



January 4<sup>th</sup>, 2021

**SUBJECT: Public Notification of Community Solar Project**

Good Afternoon,

I am reaching out to you today about our proposed community solar project located at **1595 MacArthur Blvd, Mahwah, NJ 07430**. Our companies, 127 Energy and Wunder Capital, have started the final design of the project, in consultation with the property owner, regulatory agencies, and stakeholders. Our team is committed to maximizing the economic development and community benefit, and we wanted to introduce the summary of the project to you, because you are a surrounding property owner:

### **Project Profile**

The distributed generation project will be located on the commercial rooftop of **1595 MacArthur Blvd, Mahwah, NJ 07430**. By doing so, it will not be visible from the surrounding community and will have no impact to the existing aesthetic landscape. Solar is an important resource; however, we recognize that finding ways it can be installed on the existing built environment is a critical consideration for siting these types of projects responsibly.

### **Ask Questions**

Our project development team is dedicated to engaging with all stakeholders with regard to our project. Should you have any questions on the project please contact us at either [pmoses@127energy.com](mailto:pmoses@127energy.com) or [paynemorgan@wundercapital.com](mailto:paynemorgan@wundercapital.com).

### **Get Involved**

Our goal for this project is to expand the accessibility of low-cost, clean renewable energy across New Jersey. In addition to serving low-to-moderate income residences, we are welcoming interest from the surrounding community from engaging in receiving community solar credits produced by the project to maximize the economic development impact. These credits would reduce your annual PSE&G electric bill at a **fixed 20% discount with no upfront cost**. Our project team can assist you in understanding your current electric bill and how receiving community solar credits could be a great way to reduce your overall electric expenses, and support clean, local renewable energy.

Thank you for your consideration and have a great 2021.

Sincerely,

Handwritten signature of Pierre Moses in black ink.

Pierre Moses  
President, 127 Energy

Handwritten signature of Christian Dick in black ink.

Christian Dick  
Lead Director, Wunder Capital

Neighboring  
Properties

Address	City	State	Zip Code	Project Address
575 Corporate Dr # 401	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
575 Corporate Dr	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
800 Corporate Dr	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
1495 MacArthur Blvd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
777 Corporate Dr STE 1	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
900 Corporate Dr	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
1300 MacArthur Blvd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
1400 MacArthur Blvd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
1700 MacArthur Blvd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
420 NJ-17	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
325 Corporate Dr	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
12 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
13 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
16 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
17 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
18 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
21 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
20 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
25 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
26 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
29 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
37 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430
34 Swan Rd	Mahwah	NJ	07430	1595 Macarthur Blvd, Mahwah, NJ 07430

# THE URBAN ENVIRONMENTAL GROUP



3 Kingsbridge Road  
Somerset, NJ 08873-2329  
Phone (732) 266-0985  
kmooreurbanenvironmentalgroup@gmail.com

February 1, 2021

Urban  
Environmental  
Group Support

New Jersey Board of Public Utilities  
44 South Clinton Avenue, 7th Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350

Included as their  
support will aid in  
Wunder's LMI  
outreach.

Attn: Office of Clean Energy, Community Solar Energy Pilot Program Application Package

Dear Members of the Board of Public Utilities and Staff,

Please be advised that the Urban Environmental Group (UEG) wholeheartedly supports the application submitted to the New Jersey Community Solar Energy Pilot Program by PowerMarket and Wunder Capital. Since 2004, UEG, through the collaboration of its environmental professionals, have worked tirelessly on behalf of residents, building capacity throughout New Jersey's urban centers and underserved communities, on environmental issues, education, project development, including but not limited to; open space funding, restoration and advocacy, energy conservation, alternative energy development and stormwater resources.

Clearly the goals of the PowerMarket and Wunder Capital projects are consistent with our mission to build and create, in a frame of environmental justice, much needed economic development opportunities. We also appreciate the buildout of rooftops, brownfield, and existing unused industrial spaces, which furthermore, do not impede upon open space and quality of life amenities for the community. The opportunity to benefit from the clean energy yielded by the project, provides for low- and moderate-income residents in Middlesex, Essex, Bergen, Union, and Passaic Counties, important infrastructure to build upon for the future. This along with the ancillary benefit of the significant number of part-time and fulltime jobs, anticipated in their projects. It is also my understanding of the program, an additional benefit, to offer discounts in excess of 20% for program subscribers.

We are pleased to endorse this community solar project and wish the partnership of PowerMarket and Wunder Capital the best of luck, implementing this comprehensive approach for community solar.

Sincerely,

Kevin D. Moore, Principal



New Jersey Board of Public Utilities  
44 South Clinton Avenue, 7th Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350

Attn: Office of Clean Energy, Community Solar Energy Pilot Program Application Package

January 29, 2021

Dear Members of the Board and Staff,

GreenFaith NJ is pleased to support the community solar application submitted by PowerMarket and its partner Wunder Capital, to the New Jersey Community Solar Energy Pilot Program. GreenFaith's mission is to inspire, educate and mobilize people of diverse religious backgrounds for environmental leadership. Promoting renewable energy, environmental justice, and empowering communities to fight climate change is an essential part of our mission. We are excited to see the growth of community solar in New Jersey and the empowerment of low and moderate community members in this program.

Based on our communications and consultation with PowerMarket, we understand that these community solar projects will be providing direct financial benefits to participants, giving them a discount of 20% or more on the community solar credits they receive on their utility bill. This monthly savings in addition to an improved understanding of the hurdles many low-to-moderate income households face in accessing the benefits of renewable energy will be an important first step in increasing environmental justice. Co-ownership of these projects is not expected at this time. Importantly, PowerMarket's partners will be preserving greenspace by developing these community solar projects only on landfills, brownfields, and rooftops throughout the state.

We look forward to continuing to collaborate with PowerMarket and its partner, partner Wunder Capital on engaging community members on the benefits of community solar, as well as helping to expand job training opportunities for community members. We are eager to support these efforts and understand that an estimated 112 full-time and part-time jobs will be created as a part of this project. We are excited to expand our partnership with PowerMarket and its partners and wish them best of luck.

Sincerely,

A handwritten signature in black ink, appearing to read "Fletcher Harper". The signature is fluid and cursive, with the first name "Fletcher" and last name "Harper" clearly distinguishable.

Reverend Fletcher Harper  
Executive Director



**NEW JERSEY CHAPTER**  
145 West Hanover St., Trenton, NJ 08618  
TEL: [609] 656-7612 FAX: [609] 656-7618  
[www.SierraClub.org/NJ](http://www.SierraClub.org/NJ)

**SIERRA CLUB NEW JERSEY CHAPTER SUPPORT FOR  
COMMUNITY SOLAR PROJECTS**

TO WHOM IT MAY CONCERN

Sierra Club, an environmental protection organization founded in 1892, comprised of 3.8 million members and supporters nationwide including over 80 thousand members and supporters here in New Jersey, is at the forefront of promoting clean energy. We believe that the three-year Community Solar pilot program initiated by NJ Clean Energy Commission in conjunction with the New Jersey Board of Public Utilities (NJBPU) will help provide an additional way to enhance environmental protection. These Community Solar projects will not only help minimize the dependence on fossil fuels and lower the Carbon footprint, but will also enable all NJ homeowners and renters to benefit from clean solar energy financially. Residents can subscribe to a community solar farm if available in their area without incurring any expense and engaging in any long-term contract and/or commitment.

Noting the benefits of Community Solar, the Sierra Club New Jersey Chapter endorses all Community Solar projects which have already been approved or expected to be approved by the NJBPU.

Please contact Abbas Salim at [azas786@yahoo.com](mailto:azas786@yahoo.com) if there are any questions or for additional information.

Signed,

Richard Isaac, Chair  
Sierra Club New Jersey Chapter



# Attachment 9: Job Opportunities

**Comment:** The following items are evidence of Wunder and Blackstone's workforce initiatives undertaken in connection to this Project.

**Included Documents:**

1. Blackstone Job Creation Letter
2. Wunder Internship Framework



January 25<sup>th</sup>, 2021

New Jersey Board of Public Utilities

Dear Commissioners and Staff,

Hiring program

Blackstone is a leading global investment business investing capital on behalf of pension funds, large institutions and individuals. Our mission is to create long-term value for our investors through the careful stewardship of their capital. We invest across the alternative asset classes in private equity, real estate, credit and hedge funds as well as in infrastructure, life sciences, insurance, and growth equity. Our efforts and capital grow hundreds of companies and support local economies.

### Commitment to New Jersey

Blackstone has a significant presence in New Jersey and the surrounding region with 22 investments in companies that are residents of the state and as an investment manager of the state's public pension. Many of our people, including me, live in New Jersey's communities.

**Link Logistics**, a Blackstone portfolio company, has a significant presence in the state. Link is an industrial and logistics real estate operator with approximately 16 million square feet of standing warehouse and industrial facilities in New Jersey and a development pipeline of ~1.7 million square feet.

### Solar Gardens and Job Creation are Aligned with Blackstone's ESG Principles

Blackstone has a significant commitment to principles of Environmental, Social, and Governance (ESG) and supports investments which advance policies of carbon emissions reductions, renewable energy and social justice. As such, Blackstone recently announced two ESG commitments:

- **Emissions Reduction Program:** Blackstone set a goal of reducing carbon emissions by 15% within the first three years of any new investment where the firm controls energy usage.
- **Career Pathways:** Blackstone launched this hiring program designed to identify, recruit and retain candidates from under-resourced communities for middle-skilled roles across our portfolio in order to create economic opportunity and career mobility as well as support our ongoing efforts to increase diversity across our portfolio by expanding the traditional applicant pools.

Blackstone is therefore proud to support the combined efforts of and Link Logistics and Wunder Capital for 27 proposed community solar projects in the state. Wunder Capital has been developing these solar projects in partnership with Link Logistics, utilizing Link's existing industrial properties in the state to advance New Jersey public policies of renewable energy, community solar, and interests of LMI citizens in New Jersey.

The Blackstone logo consists of the word "Blackstone" in a white, serif font, centered within a solid black rectangular background.

In summary, we hope that you will take note of the comprehensive commitment Blackstone and its portfolio companies have made to New Jersey in your deliberations on selecting this project.

Regards,

Eric Duchon  
Managing Director  
Global Head of Real Estate ESG  
Blackstone

Blackstone  
345 Park Avenue New York NY 10154  
T +1 212 583 5000 F +1 212 583 5749  
[blackstone.com](http://blackstone.com)



January 14, 2021

Shirlgandy Saint John

Coordinator of Career Resources and Student Development Initiatives

Essex County College

303 University Ave, Room 4122-M

Newark, NJ 07102

Re: Wunder Capital Internship Commitment Letter for Rooftop Community Solar Program

Dear Shirlgandy,

Thank you for your willingness to continue conversations and discussion on implementing the Wunder New Jersey Community Solar Internship (“Internship”) with Essex County College. This letter and job description shall serve as the foundation for confirmation of our partnership, as well as the basis for growing our internship offer to be best suited to serve your students.

At Wunder we recognize that our ability to influence change in our society extends beyond our company’s core business purpose of facilitating financial capital into the solar energy industry. The jobs Wunder directly and indirectly supports provide economic benefits to their communities across the country. The COVID pandemic has surfaced two critical trends in our employment practices. First, as a company we can work in an entirely remote environment. Second, increasing economic opportunity to the broadest range of communities is not only an ethical objective for the clean energy industry, but also good for our business. By combining these two hiring trends, Wunder and Essex County College can extend the reach of the clean energy industry to more *young* New Jersey residents than previously.

We are truly exciting to work with you on this endeavor and look forward to getting to know your students in the coming months as the internship becomes realty.

Thank you,

**Wunder Capital**

Christian Dick

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Wunder Hiring  
specifics

**Exhibit 1**

**Wunder New Jersey Community Solar Internship Job Description**

**Purpose and Project Overview:**

Wunder Capital (“WC”) is currently developing 10 MW dc of rooftop community solar in New Jersey. These projects are in development and will be constructed during the second half of 2021. Upon receiving formal awards for these projects from the New Jersey Board of Public Utilities (BPU), WC will offer the below internship opportunity and Hiring Commitment to your students.

**Hiring Commitment of Involvement:**

Wunder will hire one student for 4-8 hours per week, for a total of 6 weeks, of paid internship work for every 1 MW dc of projects awarded within the Year 2 solicitation.

Additionally, Wunder employees will add their names to any relevant lists for guest speaking to classes on topics related to business, finance, economics, clean energy, or project management for the next 4 semesters.

**Hiring Practices:**

Wunder shall adhere to its fair and equitable pre-defined hiring practices when hiring new interns to ensure the most ethical and unbiased hiring process occurs. Wunder’s Human Resources team will work with Essex County Community College to ensure the internship is properly advertised to students within the Community College’s standard job training practices. Additionally, Wunder will adhere to any hiring practices existing by Essex County Community College when formally posting the internship to its student population.

**Job Description:**

**Title:** Solar Project Development Internship

**Location:** Remote Based

**Time Period:** TBD based on Project Awards, targeted for Fall Semester 2021 or Winter/Spring 2022

**Time Commitment:** 4-8 Hours per Week, Total of 6 Weeks. Flexible hours.

**Pay:** \$10.00 per Hour

**Job Functions:**

The Solar Project Development internship shall be designed to expose students to as many aspects of the solar development process as possible. Including, engineering, finance, policy, project development, and construction. Intern(s) will work directly with Wunder's project development team on a daily basis. The primary work of the internship will be as follows:

- Researching state solar policy to inform Wunder's business development opportunities
- Aiding in conceptual solar system designs and site assessments
- File management of Wunder solar projects
- Project management activities, including schedule creations and task management
- Initial financial analyses of solar project

**Requirements:**

Students qualifying for applying for this internship must meet the following minimum criteria:

- Primary Residence in New Jersey at time of internship
- At least 18 years old
- Graduate of New Jersey Public High School, or 18+ in GED training program
- Currently enrolled in Essex County Community College, or recent graduate (i.e. graduated within one year from Spring Semester 2021)
- Ability to work remotely (this is a fully remote based internship opportunity).
- Demonstrated interest in clean energy, economic development, business, or project finance.

Individuals seeking employment at Wunder Capital are considered without regards to race, color, religion, national origin, age, sex, marital status, ancestry, physical or mental disability, veteran status, gender identity, or sexual orientation.



# Attachment10: Project Costs

**Comment:** The following documents are evidence of Project Costs, as required by the Application, and indication this site is within a Rehabilitation Zone, therefore meeting the Opportunity Zone requirements of the Application. This financial information is not public information

**Included Documents:**

1. Project Cost Summary



### Wunder Capital NJ Community Solar Economic Summary

<b>Project Name</b>	BTR Project Company-14			
<b>System Size KW DC</b>	821.3			
<b>Net Installed Cost, \$</b>	\$	1,443,044.41		
<b>Net Installed Cost, \$/w</b>	\$	1.76	Less Tax Benefits	\$ 1.30
<b>Initial Customer Acquisition Cost, \$/W</b>	\$	0.10		
<b>Annual Customer Churn Rate, %</b>	5%			
<b>Estimated Yield, kWh First Year</b>		1,014,305	Total Yield, Lifetime (kWh/yr)	36,855,780
<b>Total Y1 OpEx, \$</b>	\$	113,418.00		
<b>Annual OpEx, c/kWh</b>	\$	0.11182		
<b>LCOE, c/kWh</b>	\$	0.0290		

#### MODEL OUTPUTS

#### AFTER TAX ASSET VALUATION SUMMARY

##### UNLEVERED SINGLE CLASS OF EQUITY AFTER-TAX VALUATION

DISCOUNT RATE	TOTAL VALUE	VALUATION (\$/W)
8.00%	\$1,443,044.41	\$1.757
7.00%	\$1,504,101.92	\$1.83
6.00%	\$1,571,380.85	\$1.91

##### Returns calculated on EUL of Asset

RETURN TYPE	IRR
SINGLE CLASS OF EQUITY (UNLEVERED)	6.99%
SINGLE CLASS OF EQUITY (LEVERED)	6.99%
SPONSOR (UNLEVERED)	5.42%
SPONSOR (LEVERED)	4.90%
TAX EQUITY IRR	16.88%

The above information is a snapshot from Wunder Capital's proprietary financial model to serve as evidence for the BPU's review of Project Costs. This information is not to be shared with the public.