



Section B: Community Solar Energy Project Description

Project Name: _____

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Applicant Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

The proposed community solar project will be primarily built by:

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



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

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

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

IV. Property/Site Owner Information

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

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

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

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

VI. Proposed Community Solar Facility Characteristics

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

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

Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

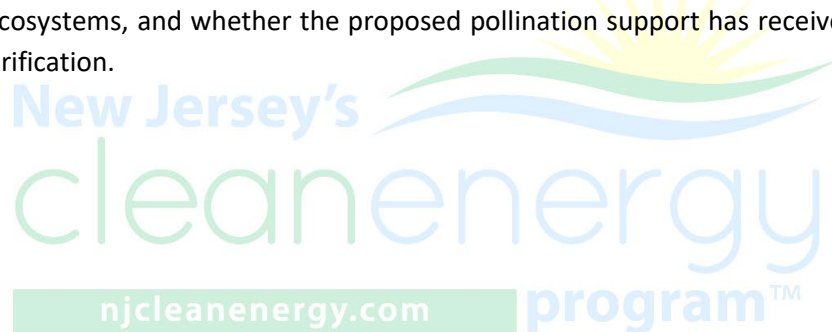
If "Yes," explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



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

If "Yes," explain the modification below.

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



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

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

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

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



VIII. Permits

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

IX. Community Solar Subscriptions and Subscribers

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

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

If "Yes," the proposed savings represent:

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

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

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



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

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

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

Company/Entity Name: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

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

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

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

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



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

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

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

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

XI. Project Cost

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

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

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



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

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

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



XII. Other Benefits

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

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

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



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

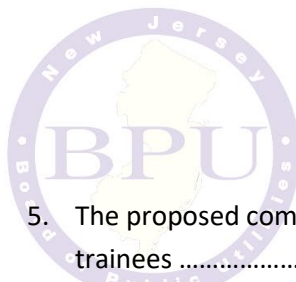
If "Yes," please provide additional details:

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

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

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

If "Yes," explain what these jobs are:



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

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

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

XIII. Special Authorizations and Exemptions

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

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



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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

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



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

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: Date: 2/4/2021
 Print Name: Josephine T. Jover
 Title: Borough Administrator Company: Borough of Highland Park

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

 Signature
Joan M. Helling
 Name

Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

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

Signature: [Handwritten Signature] Date: 02/04/2021

Print Name: Lawrence Garb
Title: Executive Vice President Company: Hartz Solar, LLC

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

[Handwritten Signature: Toni Louise Sicurella]
Signature


Name TONI LOUISE SICURELLA
NOTARY PUBLIC OF NEW JERSEY
Expires April 6, 2024



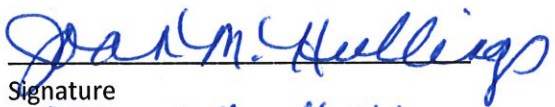
Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature:  Date: 2/4/2021
 Print Name: Josephine T. Jover
 Title: Borough Administrator Company: Borough of Highland Park

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


 Signature
Joan M. Hulings
 Name

Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Lawrence Garb (name) am the Executive Vice President (title) of the Property 20 Continental Drive, L.L.C. (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: [Handwritten Signature] Date: 02/04/2021

Print Name: Lawrence Garb
Title: Executive Vice President Company: 20 Continental Drive, L.L.C.

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

[Handwritten Signature: Toni Louise Sicurella]

Signature _____

Name _____

TONI LOUISE SICURELLA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 6, 2024



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:



Table of Contents: Attachments 1- 16

Introduction and Executive Summary

- 1) Delineated Map of The Portion of The Property on Which the Community Solar Facility Will Be Located
- 2) Proof of Site Control
- 3) Substantiating Evidence That the Roof Is Structurally Able to Support A Solar System
- 4) Copy of The Completed Permit Readiness Checklist
- 5) A Screenshot of The EDC Capacity Hosting Map at The Proposed Location
- 6) Substantiating Evidence of Project Cost in The Form of Charts and/or Spreadsheet Models
- 7) Proof of Project Maturity
- 8) Evidence of Experience on Projects Serving LMI Communities or Partnerships with Organizations That Have Experience Serving LMI Communities
- 9) Evidence That the Proposed Project Is Being Developed by Or in Partnership and Collaboration with The Municipality in Which the Project Is Located
- 10) Evidence That the Proposed Project Is Being Developed in Partnership or Collaboration with One Or More Local Community Organization(S) and/or Affordable Housing Providers in The Area in Which the Project Is Located
- 11) Evidence That the Proposed Project Is Being Developed with Support and In Consultation with The Community in Which the Project Is Located
- 12) 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
- 13) Affidavit That the Municipal Project Owner Will Comply with All Applicable Rules and Regulations, Particularly Those Relating to Consumer Privacy and Consumer Protection
- 14) Proposed Site Improvements
- 15) November 13, 2020 Request for Proposals to Select Solar Developer
- 16) Other Benefits

The Borough of Highland Park Community Solar Project Application

Introduction

Highland Park appreciates the opportunity to present this application to the Board of Public Utilities (“BPU”) in response to the BPU’s PY2 Community Solar Energy Pilot Program solicitation. The approval of Highland Park’s Community Solar Pilot Project (“Project”) will provide a range of important benefits to both the BPU and our low- and moderate-income (“LMI”) residents. The Program offers several innovative and unique design attributes including:

- The Project will directly support Governor Murphy’s strong environmental justice policy by far exceeding the BPU’s 51% participation rule for qualifying as an LMI Community Solar Project. The Project will serve 100% LMI customers. Furthermore, Highland Park’s Community Solar Project will yield a minimum of 30% savings below the customers’ bill credit.
- The proposed project is owned and led by the Borough. By positioning the Borough as the Applicant, owner, administrator, and subscription organization, this ensures that participating residents/customers are well-served and their interests are fully represented and protected. This role is a natural extension of Highland Park’s established leadership and activity with respect to sustainability programs and proven track record in cultivating community-centric projects. Highland Park’s Project will serve as a model for the BPU to use in designing the permanent Community Solar Program as it moves beyond the Pilot Phase. This approach harnesses Highland Park’s commitment and obligations to our residents by using a Program structure that is “customer- centric”. This stands in contrast to the “solar vendor- centric” approach used by most community solar projects around the country which are led by solar developers. In accordance with the customer-centric approach, Highland Park used a competitive RFP process to identify the best developer, site, and savings for our residents. The RFP included a host of engagement, communication, procurement, contractual, technical, and economic elements and protections. The Borough selected Hartz Solar LLC to develop our proposed Community Solar project after robust evaluation with our residents and assurance of project completion in mind.

- Relatedly, Highland Park’s proposed Community Solar project will be utilizing auto-enrollment to efficiently gather the exclusively LMI customer load – this element translated to significant savings, as opposed to the opt-in method in which the costs from highly intensive (and expensive) marketing and sales efforts to get LMI customer sign-up raises costs and eats into customer savings. By eliminating the “opt-in” element, the Project does not have the "subscriber volume risk" associated with community solar projects led by developers. This innovation is an opportunity for New Jersey to lead the nation in developing new and effective methods to benefit LMI customers.

Highland Park has a long standing history, commitment, and track record on sustainability issues, with a particular emphasis on energy projects. Selecting Highland Park for the Community Solar Pilot Program will further bolster our Highland Park’s efforts. In 2007, we established one of the state’s first Green Community Plans with the support of the New Jersey Sustainable State Institute. In 2013, we received the Silver Level of Sustainability from Sustainable New Jersey, where we set the standard for Sustainable Jersey’s Residential Energy Efficiency action. In 2017, we were selected for Phase I of the BPU’s TCDER Microgrid Program (and eagerly await notification regarding Phase 2). Last year, we established a Renewable Energy Aggregation program and went out to bid for a third party provider. With our tremendously diverse population and wide range of income levels Highland Park is in many ways a microcosm of New Jersey; accordingly, if we are granted participation in the Community Solar Pilot Program our approach can effectively be applied throughout the state and beyond.

Executive Summary

Highland Park’s application unambiguously results in the highest scoring under the BPU’s Evaluation Criteria, specifically:

1. Low- and Moderate-Income and Environmental Justice

The application fully and aggressively satisfies the “Low and moderate Income and Environmental Justice Inclusion” criterion by guaranteeing participation to exclusively LMI customers.

1) Siting

With regards to the “Siting” criterion, the Project is located on a rooftop, a “higher preference” site provided for in the Evaluation Criteria, which also includes site improvements for bonus points. See Attachment 14.

2) Community and Environmental Justice Engagement

The Project aggressively contains the highest level of “Community and Environmental Justice Engagement” because it is designed, owned, and managed by the community itself – the Borough of Highland Park, its elected representatives, and a host of other highly engaged low income resident advocates and community groups. Highland Park couples this approach with extensive engagement with the public at large and particularly with LMI customers who will be the only customers in the Project. This is a “built-in” feature of a municipally-owned Community Solar project.

3) Product Offering

The Project fully satisfies the “Product Offering” criterion by guaranteeing 30% savings, and including flexible terms including no cancellation fees and opportunity for customers to leave the Project at any time.

4) Other Benefits

In the “Other Benefits” category, the Project fulfills multiple criteria for a full 10 point score under the BPU evaluation criteria. The Borough’s developer, Hartz Solar, will be providing internships and job training in Highland Park during the construction of this project through partnerships with training and job placement organizations that specifically cater to underserved communities. Additionally, Hartz will contribute \$50,000 for local energy efficiency efforts and energy audits and will install EV chargers at the facility site. See Attachment 16.

5) Geographic Limit within EDC service territory

The solar site is located in PSEG utility territory, as are the subscribers.

6) Project Maturity

The Project is highly mature. The Project does not require non-ministerial permits and will only require a ministerial municipal building permit to start construction. Under the BPU Order of January 7, 2021, PSE&G is not accepting interconnection applications. Importantly, as provided for the January 7 Order, the PSE&G Hosting Capacity Map provides that the project location and general area of the point of interconnection are colored green, meaning it has capacity available for this project. See Attachment 5.

Hartz will internally finance the solar facility and has financial capacity do so; it will not rely on outside equity, i.e., Hartz is “finance ready”. Hartz owns and controls the building where the solar site will be located, so there is no risk of not closing on the lease agreement which risk is usually in place for normal solar vendor/host arrangements. Hartz has a strong track record of completion of both solar (14 rooftop solar projects in just three years) and of general large construction projects. It also is completing four round 1 community solar facilities. See Attachment 7.

In short, **the Project has demonstrated the highest point score in every evaluation category**, except for location.

Upon award for participation in the Community Solar Pilot Program, Highland Park is fully staffed and resourced to expeditiously implement the Project. We are excited about delivering benefits to LMI residents and - due to our commitment described above- are committed to long term success. Unlike third parties, Highland Park is fully dedicated and incented to provide the best pricing and services to its residents on a continuous basis.

We look forward to advancing the BPU’s efforts to make New Jersey a leader in Community Solar for LMI customers. We are available to answer any questions you may have.

Contingent Exemption Request

We were pleased to see in year two of a three-year pilot, the BPU allow the innovative auto-enrollment approach for 100% LMI municipally owned projects. Highland Park is proposing this approach, which has great potential to unlock increased access to LMI customers in a way that will yield lower risk and more savings.

Importantly, the proposed project allows for a much-needed testing of the auto-enrollment approach. This tool, which is only available to municipally-led projects, holds great potential to open the door to “mass market” participation by LMI customers. It will enable the participation (and realization of benefits) to large groups of LMI customers – a task that has posed challenges in other Community Solar programs around the country.

Furthermore, Highland Park’s Application meets or exceeds the “highest level of point scoring” for each of the BPU’s evaluation criteria in every category with one exception - Geographic Limit within EDC service territory. Highland Park’s solar facility, while within the EDC service territory, it is not within the same or adjacent municipality and will not receive the highest points available for this category. This occurred because Highland Park is bound by the provisions of Local Public Contract Law and so was unable to award to a project within or adjacent to the municipality. This is a relatively minor deficiency as compared to the many other strengths of Highland Park’s community solar proposal. The application goes above and beyond the 51% LMI requirement, including 100% LMI participation.

In recognition of the fact that the Project meets the highest scoring level of every other evaluation criteria, Highland Park hereby requests that, in the event the Project does not rank in the top MW 85.305 in the PSE&G territory, that the BPU exempt the Project Application from the formal ranking and that the Project be granted an approval.

Given the “Pilot stage” of community solar development, the BPU is well within its authority to grant this exemption. In fact, the BPU has in both its rulemaking and its Order regarding the auto-enrollment approach, recognized the innovative and novel nature and deemed it worthy of further evaluation. The municipally led auto-enroll approach could be a “game changer” for Community Solar nationally. BPU should allow this approach to be implemented and tested.

This project represents an intersection of two long standing priorities for Highland Park: making sure our lower income residents have access to everything they need to live comfortably and with dignity and embracing new innovations in sustainability. As we roll into another year of

uncertainty due to the ongoing public health crisis, this project would bring with it some welcome sureties. We would be able to provide 300 LMI households financial relief on their electric bills and work out the kinks with a new approach to community solar, hopefully providing a roadmap for other municipalities around the country moving forward.

Thank you for your consideration.

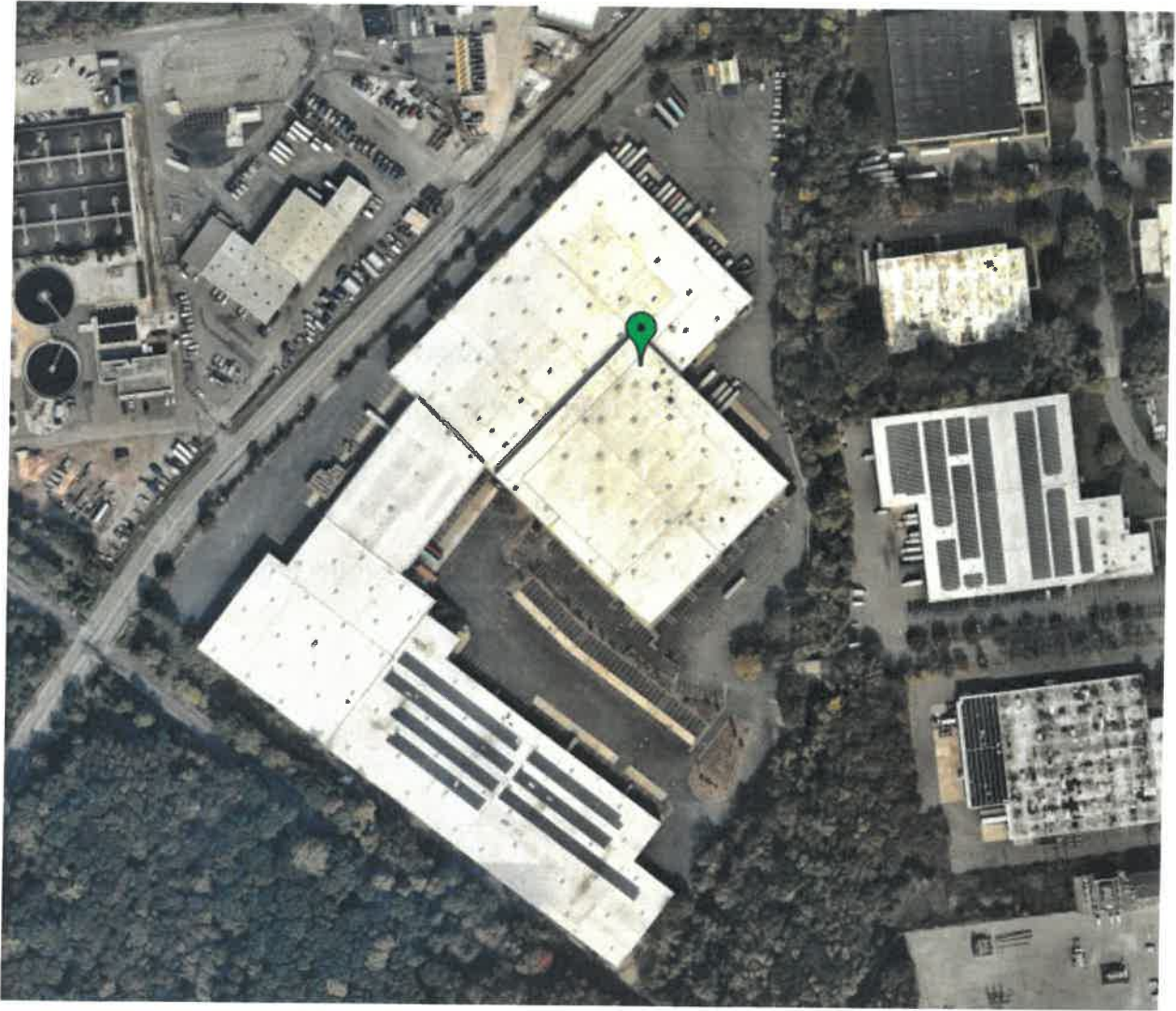
Attachment 1

Delineated Map of The Portion of The Property on Which the
Community Solar Facility Will Be Located

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

Section IV. Technical and Project-Related Information

- i. Project Location:
 - a. Street Address: 20 Continental Dr, Wayne, NJ 07470
 - b. Block: 601; Lot: 1
 - c. Aerial Map View:



NOTE: THE PROPOSED PV SYSTEM IS IN COMPLIANCE WITH THE IBC 2015.

KEY PLAN



SOLAR ENERGY SYSTEMS
 718-398-1848
 www.seisolar.com

SOLAR PHOTOVOLTAIC
TOTAL SYSTEM SIZE:
2,142.69 kWp dc
(1,560 kWp ac)

TOTAL of (4,983) PV MODULES:
(276) STRINGS of (18)
HANWHIA Q.Pleak Duo 430

MOUNTING SYSTEM:
 Panel Clam - 6.4Array 14"
 Flat Roof Mounting System

INVERTERS:
 (26) Solechia 60TL

NOTES:
 TILT: 10°
 AZIMUTH: 135°
 AVERAGE DISTRIBUTED WEIGHT: < 6 PSF
 DISTANCE FROM ARRAY TO ROOF EDGE: 10"
 BUILDING HEIGHT AT PV ARRAY: TBD
 DESIGN WIND SPEED: 100 mph
 WIND EXPOSURE CATEGORY: C
 LOCATION OF INVERTERS: ROOF
 LOCATION OF AC DISCONNECT: TBD
 LOCATION OF PV METER: TBD
 TOTAL PV ARRAY AREA: 158,760 Sq Ft

DC POWER RATINGS: NOTED AT STC
 AC POWER RATINGS: INVERTER MAX OUTPUT
 THIS DRAWING IS PROPERTY OF SOLAR ENERGY SYSTEMS, LLC.
 ANY REUSE OR REPRODUCTION WITHOUT THE WRITTEN CONSENT OF SOLAR ENERGY SYSTEMS, LLC.

REVISIONS
 4 11 17 2015
 COMPLETED

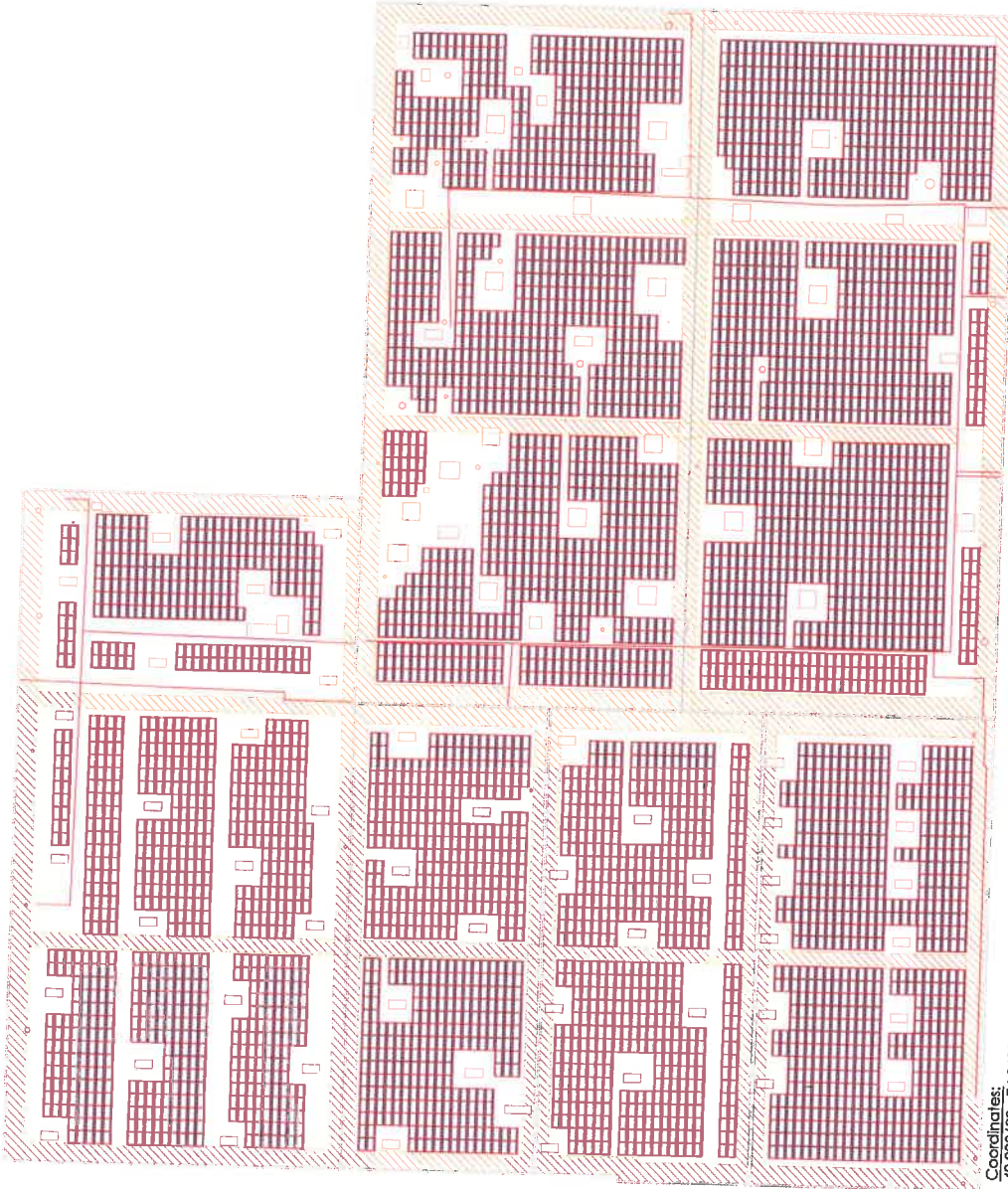
PROJECT

Hartz Solar, LLC
 20-30 Continental Drive
 Wayne, NJ 07470

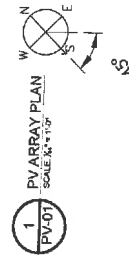
SOLAR PV ELECTRIC SYSTEM:
PV ARRAY PLAN

SCALE & SIGNATURE

DATE: DEC-16-2015
 PROJECT NO.: TJS
 DRAWING BY: TJS
 CHECK BY:
 DWG NO.:
PV-01.00
 CAD FILE NO.:
 01 of 03



Coordinates:
 40.909629, -74.249272



NOTES:

- 4'-0" MINIMUM SETBACK ON THREE SIDES FROM ALL ROOF OBSTRUCTIONS.
- 6'-0" SETBACK FROM EITHER SIDE OF ROOM SEAMS.
- 12'-0" SETBACK FROM EDGE OF ROOF.

KEY:

- ACCESS PATHS
- EXISTING ROOF OBSTRUCTIONS

NOTE: THE PROPOSED PV SYSTEM IS IN COMPLIANCE WITH THE IBC 2015.

KEY PLAN



SOLAR ENERGY SYSTEMS
718-398-1848
www.solarsystems.com

SOLAR PHOTOVOLTAIC
TOTAL SYSTEM SIZE:
2,142.69 kWp dc
(1,560 kWp ac)

TOTAL of (4,983) PV
MODULES: (276) STRINGS of
(18) HANWHA Q.Peak Duo 430

MOUNTING SYSTEM:
Panel Class C Array 14"
Flat Roof Mounting System

INVERTERS:
(26) Solentia 60TL

NOTES:

TILT: 10° AZIMUTH: 135°
AVERAGE DISTRIBUTED WEIGHT: < 8 PSF
DISTANCE FROM ARRAY TO ROOF EDGE: 10'
BUILDING HEIGHT AT PV ARRAY: TBD
DESIGN WIND SPEED: 100 mph
WIND EXPOSURE CATEGORY: C
LOCATION OF INVERTERS: ROOF
LOCATION OF AC DISCONNECT: TBD
LOCATION OF PV METER: TBD
TOTAL PV ARRAY AREA: 149,490 Sq. Ft.

DC POWER RATINGS: NOTED AT STC
AC POWER RATINGS: INVERTER MAX OUTPUT
THIS DRAWING IS PROPERTY OF SOLAR ENERGY SYSTEMS, LLC.
IT MUST NOT BE USED, COPIED, OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF SOLAR ENERGY SYSTEMS, LLC.

REVISIONS DATE COMMENTS

PROJECT

Hartz Solar, LLC
20-30 Continental Drive
Wayne, NJ 07470

SOLAR PV ELECTRIC SYSTEM:
PV ARRAY PLAN

SCALE & SIGNATURE

DATE: DEC-06-2020
PROJECT No.:
DRAWING BY: TJS
CHK BY:
DWG No.:

PV-01.00
CAD FILE No.: 01 of 03

NOTES:

- 4'-0" MINIMUM SETBACK ON THREE SIDES FROM ALL ROOF OBSTRUCTIONS.
- 6'-0" SETBACK FROM EITHER SIDE OF ROOM SEAMS.
- 12'-0" SETBACK FROM EDGE OF ROOF.

KEY:

- ACCESS PATHS
- EXISTING ROOF OBSTRUCTIONS

Coordinates:
40.908629, -74.249272



Attachment 2

Proof of Site Control



HARTZ®

20 Continental Drive, L.L.C.
500 Plaza Drive – 6th Floor, Secaucus, New Jersey 07094

December 2, 2020

The Borough of Highland Park
Attn: Borough Clerk
221 South Fifth Avenue
Highland Park, New Jersey 08904

Re: Site Control Certification for Community Solar Project
at 20 Continental Drive, Wayne, New Jersey

Ladies and Gentlemen:

20 Continental Drive, L.L.C. (“Owner”) is the owner of the above-referenced property (“Property”). Owner has provided Hartz Solar, LLC (“Solar”) with the exclusive right to develop and install an approximately 2275.56 kilowatt (dc) photovoltaic solar project at the Property (the “Project”).

20 CONTINENTAL DRIVE, L.L.C.

HARTZ SOLAR, LLC

By: 

By: 

Name: Laurena Gurb

Name: Laurena Gurb


Title: EVP

Title: EVP

6
11
6.

DEED

Prepared by:



Richard J. Milder, Esquire

THIS DEED is made as of November 20, 2002, between **PET NEEDS-TOTOWA**, a New Jersey general partnership, whose post office address is 400 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 referred to as the Grantor, and **20 CONTINENTAL DRIVE, L.L.C.**, a New Jersey limited liability company, whose post office address is c/o Hartz Mountain Industries, Inc., 400 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of ten Dollars (\$10.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Wayne, as follows:

Lot I in Block 601

Property. The property consists of the land and all the buildings and structures on the land in the Township of Wayne, County of Passaic and State of New Jersey.

BEING THE SAME premises conveyed to Pet Needs-Totowa, a general partnership, by deed from Hartz Mountain Industries, Inc., a corporation of the State of New York, dated December 1, 1972, recorded January 26, 1973 in the Passaic County Register's Office in Deed Book M-93 Page 19." The legal description is:

See attached description-Exhibit A.

[NO FURTHER TEXT ON THIS PAGE]

NOT CERTIFIED COPY

KONNI D. WICKHURSON
REGISTER
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2002118639

RECORDED ON
Dec 02, 2002
9:33:51 AM
BOOK: D-518
PAGE: 198

Total Pages: 6

RECORDING FEES - \$55.00
RECORDER OF DEEDS
TOTAL \$55.00

INV: 166786 USER: SK

**EXHIBIT A
DEED DESCRIPTION**

ALL that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

BEGINNING at a point on the existing Southerly side of Continental Drive (50 feet wide) said point being North 90 degrees 00 minutes 00 seconds West 575.73 feet along said Southerly side of Continental Drive (50 feet wide) from its intersection with the Westerly side of Hanes Drive (50 feet wide) and running; thence

1. South 57 degrees 35 minutes 45 seconds West 147.00 feet to a point; thence
2. South 17 degrees 18 minutes 48 seconds West 30.01 feet to a point; thence
3. South 39 degrees 19 minutes 55 seconds West 130.00 feet to a point; thence
4. South 57 degrees 04 minutes 55 seconds West 65.00 feet to a point; thence
5. South 42 degrees 44 minutes 55 seconds West 45.00 feet to a point; thence
6. South 24 degrees 44 minutes 55 seconds West 280.00 feet to a point; thence
7. South 33 degrees 10 minutes 55 seconds West 37.00 feet to a point; thence
8. North 45 degrees 48 minutes 45 seconds West 1148.44 feet along the lands N/F Erie Lackawanna Railway Company to a point on curve on the Southeasterly side of West Belt Road (80 feet wide); thence
9. Along a curve to the right having a radius of 1220.00 feet an arc length of 318.42 feet along the Southeasterly side of West Belt Road (80 feet wide) to a point of tangency; thence
10. North 51 degrees 15 minutes 00 seconds East 205.23 feet still along the Southeasterly side of West Belt Road (80 feet wide) to a point; thence
11. South 38 degrees 45 minutes 00 seconds East 572.24 feet to a point of curvature; thence
12. Along a curve to the left having a radius of 335.00 feet an arc length of 299.65 feet to a point of tangency; thence
13. South 90 degrees 00 minutes 00 seconds East 301.36 feet to a point; thence
14. South 57 degrees 19 minutes 42 seconds West 46.31 feet to the point of BEGINNING.

v Together with a 25 foot wide access easement to be used in common with Lot 1 in Block 604 to the existing terminus of Continental Drive.


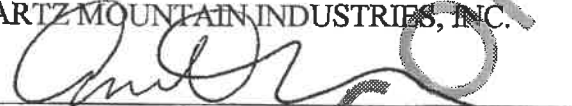
Together with the benefits of the Declaration of Reciprocal Easements dated July 24, 1991 between Daniel Amster et al and recorded in Deed Book F-129 page 583.

The land referred to in this Deed is commonly known as Lot 1 in Block 601 on the Tax Map, Township of Wayne, in the County of Passaic.

NOT CERTIFIED COPY

Promises by Grantor. Grantor promises that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

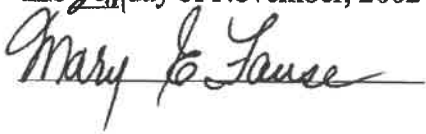
Attest:  BY: PET NEEDS-TOTOWA
HARTZ MOUNTAIN INDUSTRIES, INC.
By: 
Vincent J. Rubino, Jr. Constantino T. Milano
Assistant Secretary Executive Vice President

STATE OF NEW JERSEY, COUNTY OF HUDSON SS:

I certify that on November 20, 2002, Constantino T. Milano personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Executive Vice President of Hartz Mountain Industries, Inc., the general partner of the Grantor named in this deed and was fully authorized to and did execute this deed on its behalf;
- (b) the execution and delivery of this Deed by Constantino T. Milano on behalf of the Corporation and Grantor has been duly authorized in accordance with the By-laws of the Corporation;
- (c) this Deed was signed and delivered by the Corporation on behalf of Grantor as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the Corporation which was affixed to this Deed; and
- (e) this deed was made for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Signed and sworn before me
this 20th day of November, 2002



MARY E. FAUSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan 6, 2006

<p style="text-align: center;">DEED</p> <p>Pet Needs-Totowa</p> <p>Grantor,</p> <p style="text-align: center;">TO</p> <p>20 Continental Drive, L.L.C.</p> <p style="text-align: right;">Grantee.</p>	<p>Dated: November 20, 2002</p> <p style="text-align: center;">Record and return to:</p> <p>Vincent J. Rubino, Jr., Esq. Senior Vice President Hartz Mountain Industries, Inc. 400 Plaza Drive, P.O. Box 1515 Secaucus, NJ 07096-1515</p>
---	---

NOT CERTIFIED COPY

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(P.L. 1968, c. 49)
or
PARTIAL EXEMPTION
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF PASSAIC

SS:

FOR RECORDER'S USE ONLY	
Consideration \$	
Realty Transfer Fee \$	
Date <u>10/2/02</u>	By <u>[Signature]</u>

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent Constantino T. Milano, being duly sworn according to law upon his/her oath
(Name)

General Partner of

deposes and says that he/she is the Corporate Officer of Guarantor in a deed dated of even date
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 601 Lot No. 1

located at 20 Continental Drive, Wayne, Passaic County
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ -0-

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

7(a) consideration is less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)

- Grantor(s) 62 yrs. of age or over.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify except in the case of a spouse.

B) BLIND (See Instruction #8.)

- Grantor(s) legally blind.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- Grantor(s) permanently and totally disabled.*
- One- or two-family residential premises.
- Receiving disability payments.
- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No owners as joint tenants other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- Affordable According to HUD Standards.
- Meets Income Requirements of Region.
- Reserved for Occupancy.
- Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me
this 20th day of November 2002

Name of Tenant (fill above line)

Pet Needs-Totowa

Name of Grantor (type above line)

Attachment 3

Substantiating Evidence That the Roof Is Structurally Able to Support A
Solar System



September 17, 2015

Mr. Vincent Antonacci, Jr.
Vice President - Architecture
Hartz Mountain Industries, Inc.
400 Plaza Drive
Secaucus, New Jersey 07096

Re: Structural Evaluation for Solar Panels
20-30 Continental Drive
Wayne, New Jersey

KE: 152-875-LT1

Dear Mr. Antonacci:

Please note that solar panels may be placed on portions of the existing roof of the building located at 20-30 Continental Drive, Wayne, New Jersey, in accordance with the limitations listed below.

Pursuant to the provisions of our proposal, these are the findings of the structural analysis performed by this firm to assist you in determining the feasibility of installing solar panels on the roof of the buildings at the above captioned site.

The roof area is divided into two components. Both areas are depicted on the plan prepared by Hartz Mountain, Sheet no. W400, entitled 20-30 Continental Drive & 25 Continental Drive, Wayne New Jersey. The part of the structure we are referring to as Building A, was the existing building, that is 147,663 square feet. This building was designed by Alexander Drogin, P.E., and is not dated or the date simply illegible. Also depicted on the Hartz drawing is Building B. Building B is 81,782 sq. ft. and was designed by Nacamuli Associates. We reviewed Drawings S-1, through S-3. Specifically, the roofing plan S-3, that has a last revision date of 3-13-84.

We have prepared Drawing S-875 to depict the buildings we are describing.

Building "A"

The existing roof of Building "A" is a built up roof, 1 ½" deep 22 gauge painted steel roof deck. The joists consist of 24H7, spanning 40'. Between column lines 1 and 3 they are spaced 5' on center, and between column lines 3 and 18, they are spaced at 5.14 feet on center. The joists are supported on girders running east-west. The roof is pitched towards internal drains as shown on Drawing S-875. There is an expansion joint located approximately 5' west of column line 10. The height of the building is 25'-4" above grade, along the perimeter.

Our analysis has determined that the roof of Building A may support an additional uniform solar panel load not exceeding 5 psf, when distributed over the entire roof area.

Building "B"

The existing roof of Building "B" is a built up roof, 1 ½" deep, 22 gauge painted steel roof deck. The joists between column lines A and H are 22H7, running north-south, spanning 40 feet and spaced at 5 feet on center. The joists between column lines J and H consist of 16H4, running north-south, spanning 27'-1" and spaced at 5.62' on center. The top of steel at column line E is approximately +27'-6". The roof slopes from column line E towards the north and south to the top of steel at low points is +25'-10".

The roof of Building B may also support a uniform solar panel load not exceeding 5 psf, if placed in a 9' wide strip over the existing girders, as depicted on the Drawing. Please refer to S-875 to see the areas where the panels may be placed.

With respect to both buildings, this additional panel load is the result of the replacement of the existing 4 ply composite board built up roof with a lighter roofing and insulation material weighing approximately 1 pound per square foot.

As depicted on the drawing, solar panels may not be placed 10'-0" from the perimeter of the buildings and 6' from each side of the expansion joint. We also recommend that the array of solar panels be placed in a manner that allows access to all mechanical units on the roof for maintenance and repairs as well as access hatches and skylights.

Drawing S-875 is attached for your use. Please forward this information to the company installing the solar panels.

Once you have determined how the panels will be secured to the roof, we should be notified. If the panels are not anchored to the roof, they may require curbing around the perimeter of the array or a ballasted system. We will perform a review of the anchoring mechanism or the curbing to ensure that it does not alter our findings.

If you have any questions, please feel free to contact us.

Very truly yours,
KAFROUNI ENGINEERING, Inc.

Isaac Kafrouni

Digitally signed by Isaac Kafrouni
DN: cn=Isaac Kafrouni, c=US,
o=Kafrouni Engineering, Inc.,
email=ikafrouni@kafrouni.com
Date: 2015.09.17 16:52:33 -0400

Isaac H. Kafrouni, P.E.
President

Attachment 4

Copy of The Completed Permit Readiness Checklist

The Permit Readiness Checklist is not applicable to Highland Park's Community Solar Project as it is sited on a rooftop. This document has been attached for the sake of application completeness.

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

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

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

A. GENERAL INFORMATION

1. Name of Proposed Project ___
2. Consultant/Contact Information (if any) ___
3. Name/Address of Prospective Applicant ___
Address/tel./fax ___
Company Name ___
Address/tel./fax ___

Does the applicant own the property? ___

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

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

B. PROPOSED PROJECT LOCATION

Street Address/munic. ___
County ___ Zip Code ___
Block No. ___ Lot No. ___
X Coordinate in State Plane (project centroid) ___
Y Coordinate in State Plane (project centroid) ___

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

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: ___ New Construction ___ Brownfield Redevelop. ___
Alternative Energy ___ Other (Please describe) ___
- a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: ___
 - b) Funding Source: Is any Federal Funding being used for this project? ___
State Funding over 1 million dollars? ___
Is funding secured at this time? ___ Is funding conditional? ___ If so, on what? ___
 - c) Is the project contingent on receiving the identified funding? ___
If yes, explain ___
 - d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). ___
2. For additional guidance on Department permits, please refer to the New Jersey Department of Environmental Protection's website at <https://www.nj.gov/dep/>
- a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? _____
 - b) Are there any Department permits that will need to be modified as a result of this project? Please explain and identify the project reviewer of the permit to be modified.

 - c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
 - 1) Water Quality Management Plan consistency _____
 - 2) Highlands Consistency _____
 - 3) Wetland Delineation (LOI) _____
 - 4) Tidelands Conveyance _____
 - 5) Flood Hazard Jurisdiction or determinations _____
 - 6) Water Allocation _____
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome _____
 - 8) Landfill Disruption Approval _____
 - 9) Landfill Closure Plan _____
 - 10) Other _____
3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Megan.Brunatti@dep.nj.gov and David.Pepe@dep.nj.gov and one (1) copy via mail² with the following items if available:
- (a) The completed Permit Readiness Checklist;

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

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

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

NATURAL AND HISTORIC RESOURCES (609) 292-3541

Is any portion of the project site on land owned or administered by the NJDEP? _____

If yes, please visit

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

Green Acres Program (609) 984-0631

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

Is any part of the project site on land that is subject to a Green Acres restriction? _____ If yes, please describe. _____

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

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? _____ If yes, please describe. _____

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

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

⁴ NJGIS information

Office of Leases & Concessions: 609-633-7860

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

Division of Parks and Forestry: State Forestry Services (609) 292-2520
<http://www.nj.gov/dep/parksandforests/forest>

Forest clearing activities/No Net Loss Reforestation Act

Will construction of the project result in the clearing of 1/2 acres or more of forested lands owned or maintained by a State entity? _____
If so, how many acres? _____

State Historic Preservation Office – SHPO (609) 984-0176
<https://www.nj.gov/dep/hpo/>

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

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

Will there be any shut off or drawdown of a pond or a stream? _____

Threatened and Endangered Species Program

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

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? _____

DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454
<http://www.nj.gov/dep/landuse>

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

Water courses (streams) _____

State Open Waters? _____

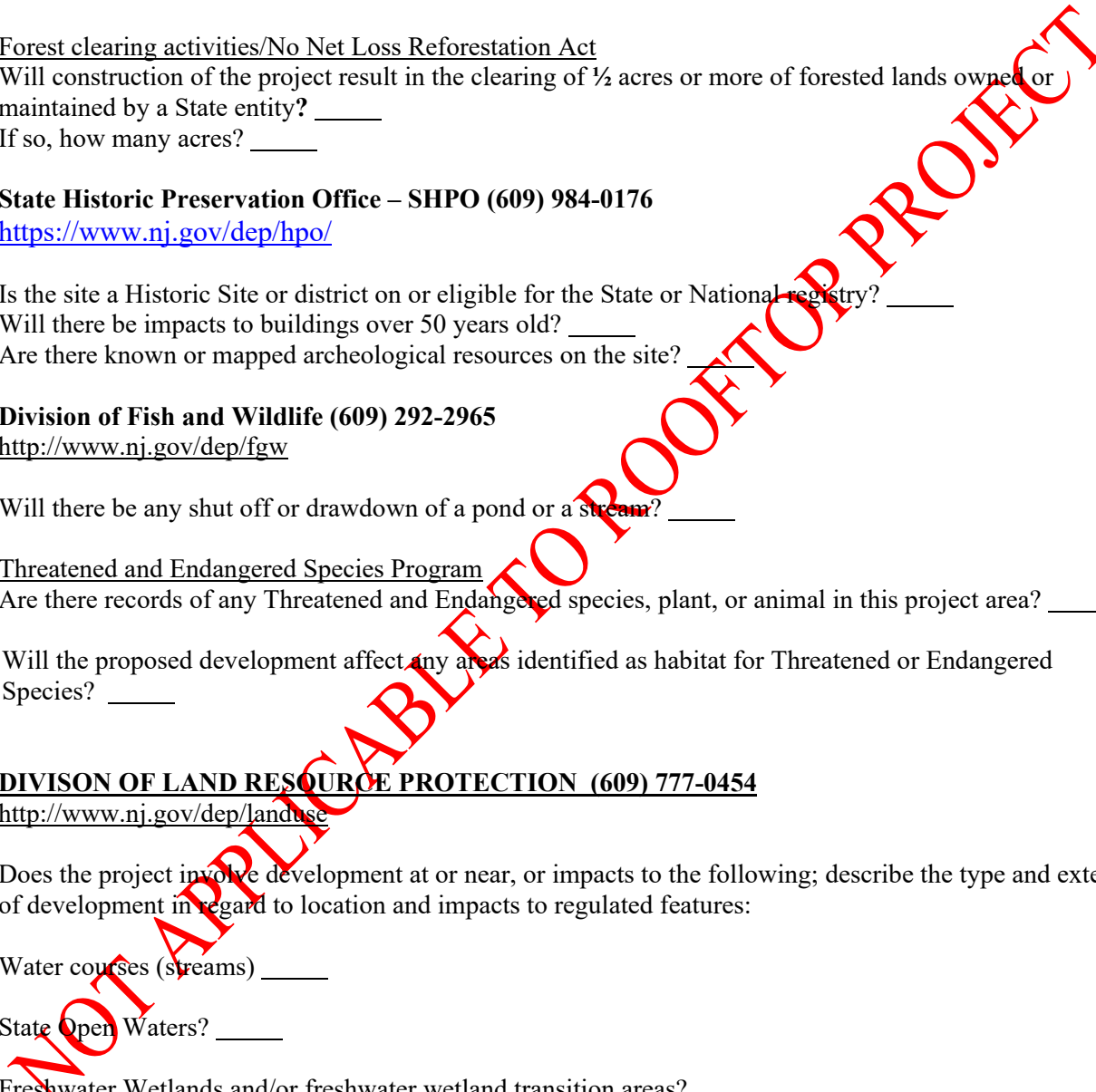
Freshwater Wetlands and/or freshwater wetland transition areas? _____

Flood Hazard areas and/or riparian buffers _____

Waterfront development areas _____

Tidally Flowed Areas _____

Bureau of Tidelands Management: _____



http://www.nj.gov/dep/landuse/tl_main.html

The CAFRA Planning Area? _____

<https://www.nj.gov/dep/gis/geoweb splash.htm>

SITE REMEDIATION & WASTE MANAGEMENT PROGRAM (609) 292-1250

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

Site Remediation (609) 292-1251

Is the project located on or adjacent to a known or suspected contaminated site? _____

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

Is the project within a designated Brownfield Development Area? _____

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

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

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

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

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

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

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

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

Solid and Hazardous Waste Management (609) 633-1418

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

Does the project receive, utilize, or transport solid or hazardous wastes? _____

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

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

Is the project a solid waste facility or recycling center? _____

Is the project included in the appropriate county Solid Waste Management Plan? _____ Explain _____

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

WATER RESOURCE MANAGEMENT (609) 292-4543

DIVISION OF WATER QUALITY (609) 292-4396

Surface Water Permitting (609) 292-4860

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

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

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

Describe the proposed discharge of wastewater to Surface Water _____

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

Non-Point Pollution Control (609) 633-7021

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

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

Groundwater Discharge

1. Will the project/facility have a sanitary wastewater design flow which discharges to groundwater in excess of 2,000 gallons per day? _____
2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? _____
3. Will the project/facility involve the discharge to groundwater by any of the following activities or structures, or include as part of the design any of these activities or structures? _____

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation _____

Overland Flow Subsurface Disposal System (UIC) _____

Landfill Infiltration/Percolation Lagoon _____

Surface Impoundment _____

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

Please specify lining materials for each lined structure identified as being used by the proposed project and give its permeability in cm/sec (e.g., 8-inch thick concrete lined

evaporation pond at 10-7 cm/sec): _____

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

Does your project involve 50 or more realty improvements? _____

Stormwater Program (609) 633-7021

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

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

Will your site activity disturb more than one acre? _____

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

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

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

Pretreatment and Residuals program (609) 984-

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

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

If yes, name of POTW: _____

Volume of wastewater (gpd): _____

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

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

Safe Drinking Water Program (609) 292-2957

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

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

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

Do water pipes currently extend to the project location? _____

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

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

Does the water purveyor hold a Safe Drinking Water Main Master Permit?

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

Water Allocation Program (609) 984-6831

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

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

Is the project located within an area of critical water supply concern? _____

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

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

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

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

Will the project involve the following;

- development of a new water supply source? _____
- require aquifer testing? _____
- involve an existing or abandoned mine? _____
- involve geothermal or offshore energy? _____
- involve subsurface sequestration in geological formations? _____
- acid soils at the project site? _____
- geologic hazards of concern at the project site? _____
- within a karst area? _____
- adversely affect groundwater recharge? _____
- cross any steep slopes? _____

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

Bureau of Environmental Analysis, Restoration and Standards (609) 633-1441
Water Quality Management Planning Program

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

1. Does the project involve a new, expanded or relocated wastewater treatment facility not identified in the applicable Water Quality Management (WQM) Plan? _____
2. For projects conveying wastewater to an on-site or off-site wastewater treatment facility or treatment works, is any portion of the project site located outside the sewer service area? _____
3. For projects located within an assigned sewer service area, will any wastewater flow generated from the project site be conveyed to a facility other than the assigned facility? _____

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

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

DIVISION OF AIR QUALITY (609) 633-2829

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

Will activity at the site release substances into the air? _____

Does the project require Air Preconstruction permits per N.J.A.C. 7:27-8.2(c)? _____

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

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

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

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

Will the project have potential for off-site odors and/or dust impact? _____

Air Quality Planning (609) 292-6722

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

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

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

Does this project receive federal support or financial assistance? _____

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

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

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

Renewable Energy

Is a renewable energy technology included in this project? ? _____

Is it a solar PV project? _____

If yes, what type?

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

Is it a wind project? _____

If yes, what type? Onshore? _____ Offshore? _____

Innovative Technology

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

-If yes, please provide a brief description _____

Green Design

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

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

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

Radiation Protection Program (609) 984-5400

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

Will the operation receive, store or dispose of radioactive materials? _____

Will the operation employ any type of x-ray equipment? _____

CLIMATE & FLOOD RESILIENCE PROGRAM (609) 292-9236

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

Climate Resilience Planning

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

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

Coastal Engineering

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

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

Dam Safety Program (609) 984-0859

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

Will the project involve construction, repair, or removal of a dam? _____

If so, please describe _____

COMPLIANCE AND ENFORCEMENT (609) 777-0122

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

Does the applicant have outstanding DEP enforcement violations, and if so, what is the status? _____
If yes, please identify the case, case manager, program, and phone number. _____

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

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

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

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

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

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

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

COMMUNITY ENGAGEMENT (609)292-2908

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

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

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

ADDITIONAL AGENCY REVIEW

Is the project subject to:

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

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

D&R Canal Commission Standards _____
<https://www.nj.gov/dep/drcc/regulatory-program/maps/>

Delaware River Basin Commission _____
<http://www.state.nj.us/drbc/>

New Jersey Sports and Exposition Authority? _____
<https://www.njsea.com/>

US Army Corp of Engineers review? _____
<https://www.usace.army.mil/>

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

=====

Permit Readiness Checklist Submitted By:

SIGNATURE

DATE

PRINT NAME

NOT APPLICABLE TO ROOFTOP PROJECT

Attachment 5

A Screenshot of The EDC Capacity Hosting Map at The Proposed Location

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

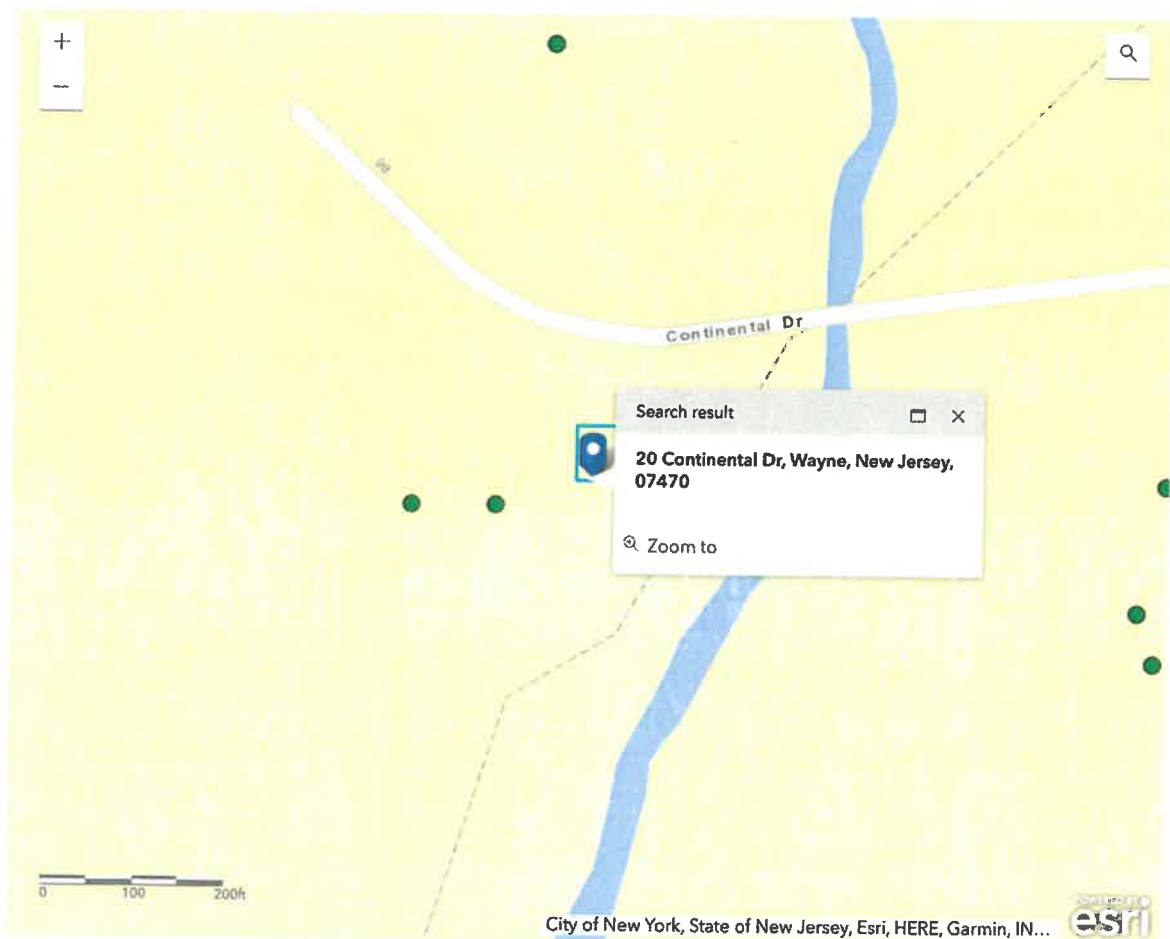
Section V, Attachment 9: PSE&G Capacity Hosting Map

Section B: VIII. 5. Capacity Hosting Map:

Legend

SolarPowerSuitability

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



Attachment 6

Substantiating Evidence of Project Cost in The Form of Charts and/or
Spreadsheet Models

Highland Park

Program set-up cost	150000.00	\$
monthly subscriber service cost	3200.00	\$

Project Details

Power	2,142,690	Watts
Energy generated	2,560,947	kWh/year

Project Costs

Net Installed Cost	3,342,000.00	\$
Net Installed Cost	1.56	\$/Watt
Initial Customer Acquisition Cost	0.05	\$/Watt
Annual Customer Churn Rate	5	%
Annual Operating Expenses	1.50	c/kWh
Levelized Cost of Energy ("LCOE")	7	c/kWh

Attachment 7

Proof of Project Maturity

The Project is highly mature. The Project does not require non-ministerial permits and will only require a ministerial municipal building permit to start construction. Under the BPU Order of January 7, 2021, PSE&G is not accepting interconnection applications. Importantly, as provided for the January 7 Order, the PSE&G Hosting Capacity Map provides that the project location and general area of the point of interconnection are colored green, meaning it has capacity available for this project. See Attachment 5.

Hartz will internally finance the solar facility and has financial capacity do so; it will not rely on outside equity, i.e., Hartz is “finance ready”. Hartz owns and controls the building where the solar site will be located, so there is no risk of not closing on the lease agreement which risk is usually in place for normal solar vendor/host arrangements. Hartz has a strong track record of completion of both solar (14 rooftop solar projects in just three years) and of general large construction projects. It also is completing four round 1 community solar facilities.

The following attachments support these statements:

- Hartz Solar and Hartz Mountain Industries financial capabilities and ability to self-finance
- Documentation that Hartz owns and controls the building, property, and roof
- Background information on the 14 projects completed by Hartz Solar in the last three years
- Background on the Hartz EPC, Solar Energy Systems LLC (SES), demonstrating its extensive solar construction capabilities.



HARTZ®

Hartz Mountain Industries, Inc.
500 Plaza Drive – 6th Floor, Secaucus, New Jersey 07094

December 2, 2020

The Borough of Highland Park
Attn: Borough Clerk
221 South Fifth Avenue
Highland Park, New Jersey 08904

Re: Capital Contribution Commitment for Community Solar Project
at 20 Continental Drive, Wayne, New Jersey

Ladies and Gentlemen:

Hartz Solar, L.L.C. (“Hartz Solar”) is a wholly owned subsidiary of Hartz Mountain Industries, Inc. (“Hartz”)

This letter shall serve as a commitment by Hartz to provide the necessary capital to Hartz Solar for the construction of the above referenced project.

Attached please find a copy of a recent bank statement evidencing Hartz’s ability to make such contributions.

HARTZ MOUNTAIN INDUSTRIES, INC.

By: 

Lawrence D. Garb
Executive Vice President and Managing Director

Attachment



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218-2051

October 31, 2020 through November 30, 2020

Account Number: 000000739245627

Customer Service Information

If you have any questions about your statement, please contact your Customer Service Professional.

00045149 WBS 802 211 33620 NNNNNNNNNN 1 000000000 60 0000

HARTZ MOUNTAIN INDUSTRIES INC
 400 PLAZA DR
 SECAUCUS NJ 07094-3688



Premium Commercial Money Market

Summary

	Number	Market Value/Amount	Shares
Opening Ledger Balance		\$34,680,982.72	
Deposits and Credits	1	\$1,414.98	
Withdrawals and Debits	0	\$0.00	
Checks Paid	0	\$0.00	
Ending Ledger Balance		\$34,682,397.70	
Average Ledger Balance		\$34,681,028	
Interest Credited This Period	\$1,414.98	Interest Credited Year-to-Date	\$129,602.04
Rate(s):	11/01 to 11/30 at 0.05%		

Deposits and Credits

Ledger Date	Description	Amount
11/30	Interest Payment	\$1,414.98
Total		\$1,414.98

Daily Balance

Date	Ledger Balance	Date	Ledger Balance
11/30	\$34,682,397.70		

* Annual Percentage Yield Earned - the percentage rate earned if balances remain on deposit for a full year with compounding, no change in the interest rate and all interest is left in the account.

Please examine this statement of account at once. By continuing to use the account, you agree that: (1) the account is subject to the Bank's deposit account agreement, and (2) the Bank has no responsibility for any error in or improper charge to the account (including any unauthorized or altered check) unless you notify us in writing of this error or charge within sixty days of the mailing or availability of the first statement on which the error or charge appears.

HARTZ SOLAR, L.L.C.

FINANCIAL STATEMENTS

December 31, 2019

HARTZ SOLAR, L.L.C.

BALANCE SHEET

	<u>December 31,</u> <u>2019</u>	<u>December 31,</u> <u>2018</u>
<u>Assets</u>		
Solar arrays (includes land)	\$ 108,229,289	\$ 98,404,555
Less: accumulated depreciation	<u>(36,222,394)</u>	<u>(30,553,666)</u>
	72,006,895	67,850,889
Cash	442,508	458,209
Accounts and accrued items receivable	742,315	724,921
Deposits and escrows	1,613,139	1,613,432
Unamortized financing costs	918,780	853,941
Construction-in-progress	5,790,339	4,461,780
Other assets	<u>834,983</u>	<u>630,962</u>
Total assets	<u>\$ 82,348,959</u>	<u>\$ 76,594,134</u>
<u>Liabilities and member's equity</u>		
Notes payable	\$ 34,185,227	\$ 33,117,240
Accounts payable and accrued expenses	<u>1,587,914</u>	<u>2,296,717</u>
Total liabilities	<u>35,773,141</u>	<u>35,413,957</u>
<u>Commitments and contingencies</u>		
Member's equity	<u>46,575,818</u>	<u>41,180,177</u>
Total liabilities and member's equity	<u>\$ 82,348,959</u>	<u>\$ 76,594,134</u>

*Includes assets and liabilities of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member

HARTZ SOLAR, L.L.C.

STATEMENT OF OPERATIONS AND MEMBER'S EQUITY

	For the year ended December 31,	
	<u>2019</u>	<u>2018</u>
<u>Revenues</u>		
SREC proceeds	\$ 8,664,774	\$ 7,646,929
Sale of electricity	4,097,104	3,492,509
	<u>12,761,878</u>	<u>11,139,438</u>
<u>Expenses</u>		
Real estate taxes	309,550	306,909
Professional fees	109,004	92,424
Miscellaneous	651,560	668,541
	<u>1,070,114</u>	<u>1,067,874</u>
Income before interest, depreciation and amortization	11,691,764	10,071,564
Interest expense	<u>2,105,843</u>	<u>2,134,479</u>
Income before depreciation and amortization	9,585,921	7,937,085
Depreciation and amortization	<u>5,800,703</u>	<u>5,286,537</u>
Net income	3,785,218	2,650,548
Member's equity, beginning of period	41,180,177	39,157,726
Contributions from (distributions to) member, net	<u>1,610,423</u>	<u>(628,097)</u>
Member's equity, end of period	<u>\$ 46,575,818</u>	<u>\$ 41,180,177</u>

*Includes operations of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member.

HARTZ SOLAR, L.L.C.

STATEMENTS OF CASH FLOWS

	For the year ended December 31,	
	2019	2018
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Net income	\$ 3,785,218	\$ 2,650,548
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	5,800,703	5,286,537
Changes in assets and liabilities:		
(Increase) decrease in accounts and accrued items receivable	(17,394)	392,982
Decrease in deposits and escrows	293	8,008
(Increase) decrease in other assets	(204,021)	58,561
(Decrease) increase in accounts payable and accrued expenses	(708,803)	1,920,385
	<u>8,655,996</u>	<u>10,317,021</u>
<u>NET CASH PROVIDED BY OPERATING ACTIVITIES</u>		
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Capital expenditures	(11,153,293)	(10,566,990)
	<u>(11,153,293)</u>	<u>(10,566,990)</u>
<u>NET CASH USED IN INVESTING ACTIVITIES</u>		
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Proceeds from notes payable	7,408,129	6,604,386
Note principal payments	(6,340,142)	(5,634,701)
Financing costs paid	(196,814)	(133,772)
Contributions from (distributions to) member, net	1,610,423	(628,097)
	<u>2,481,596</u>	<u>207,816</u>
<u>NET CASH PROVIDED BY FINANCING ACTIVITIES</u>		
Net change in cash	(15,701)	(42,153)
Cash, beginning of period	458,209	500,362
Cash, end of period	<u>\$ 442,508</u>	<u>\$ 458,209</u>

*Includes operations of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member.

HARTZ SOLAR, L.L.C.
FINANCIAL STATEMENTS
September 30, 2020

HARTZ SOLAR, L.L.C.

BALANCE SHEET

	<u>September 30,</u> 2020	<u>December 31,</u> 2019
<u>Assets</u>		
Solar arrays (includes land)	\$ 114,669,220	\$ 108,229,289
Less: accumulated depreciation	<u>(40,834,876)</u>	<u>(36,222,394)</u>
	73,834,344	72,006,895
Cash	533,662	442,508
Accounts and accrued items receivable	1,094,241	742,315
Deposits and escrows	1,609,651	1,613,139
Unamortized financing costs	890,492	918,780
Construction-in-progress	8,976,696	5,790,339
Other assets	<u>790,042</u>	<u>834,983</u>
Total assets	<u>\$ 87,729,128</u>	<u>\$ 82,348,959</u>
<u>Liabilities and member's equity</u>		
Notes payable	\$ 33,930,749	\$ 34,185,227
Accounts payable and accrued expenses	<u>1,061,819</u>	<u>1,587,914</u>
Total liabilities	<u>34,992,568</u>	<u>35,773,141</u>
<u>Commitments and contingencies</u>		
Member's equity	<u>52,736,560</u>	<u>46,575,818</u>
Total liabilities and member's equity	<u>\$ 87,729,128</u>	<u>\$ 82,348,959</u>

*Includes assets and liabilities of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member

HARTZ SOLAR, L.L.C.

STATEMENT OF OPERATIONS AND MEMBER'S EQUITY

	For the nine months ended September 30,	
	<u>2020</u>	<u>2019</u>
<u>Revenues</u>		
SREC proceeds	\$ 7,893,362	\$ 6,883,488
Sale of electricity	3,693,743	3,424,258
	<u>11,587,105</u>	<u>10,307,746</u>
<u>Expenses</u>		
Real estate taxes	238,911	231,502
Professional fees	131,075	91,743
Miscellaneous	577,298	543,539
	<u>947,284</u>	<u>866,784</u>
Income before interest, depreciation and amortization	10,639,821	9,440,962
Interest expense	<u>1,362,326</u>	<u>1,605,986</u>
Income before depreciation and amortization	9,277,495	7,834,976
Depreciation and amortization	<u>4,726,205</u>	<u>4,314,685</u>
Net income	4,551,290	3,520,291
Member's equity, beginning of period	46,575,818	41,180,177
Contributions from member, net	<u>1,609,452</u>	<u>673,749</u>
Member's equity, end of period	<u>\$ 52,736,560</u>	<u>\$ 45,374,217</u>

*Includes operations of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member.

HARTZ SOLAR, L.L.C.

STATEMENTS OF CASH FLOWS

	For the nine months ended September 30,	
	<u>2020</u>	<u>2019</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Net income	\$ 4,551,290	\$ 3,520,291
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	4,726,205	4,314,685
Changes in assets and liabilities:		
Increase in accounts and accrued items receivable	(351,926)	(1,015,865)
Decrease (increase) in deposits and escrows	3,488	(39)
Decrease in other assets	44,941	30,435
Decrease in accounts payable and accrued expenses	(526,095)	(2,058,283)
	<u>8,447,903</u>	<u>4,791,224</u>
<u>NET CASH PROVIDED BY OPERATING ACTIVITIES</u>		
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Capital expenditures	<u>(9,626,288)</u>	<u>(5,130,013)</u>
<u>NET CASH USED IN INVESTING ACTIVITIES</u>		
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Proceeds from notes payable	5,132,896	4,353,828
Note principal payments	(5,387,374)	(4,799,271)
Financing costs paid	(85,435)	(29,304)
Contributions from member, net	<u>1,609,452</u>	<u>673,749</u>
	<u>1,269,539</u>	<u>199,002</u>
<u>NET CASH PROVIDED BY FINANCING ACTIVITIES</u>		
Net change in cash	91,154	(139,787)
Cash, beginning of period	<u>442,508</u>	<u>458,209</u>
Cash, end of period	<u>\$ 533,662</u>	<u>\$ 318,422</u>

*Includes operations of Hartz Solar Hamilton, LLC of which Hartz Solar, LLC is the sole member.



HARTZ®

20 Continental Drive, L.L.C.
500 Plaza Drive – 6th Floor, Secaucus, New Jersey 07094

December 2, 2020

The Borough of Highland Park
Attn: Borough Clerk
221 South Fifth Avenue
Highland Park, New Jersey 08904

Re: Site Control Certification for Community Solar Project
at 20 Continental Drive, Wayne, New Jersey

Ladies and Gentlemen:

20 Continental Drive, L.L.C. (“Owner”) is the owner of the above-referenced property (“Property”). Owner has provided Hartz Solar, LLC (“Solar”) with the exclusive right to develop and install an approximately 2275.56 kilowatt (dc) photovoltaic solar project at the Property (the “Project”).

20 CONTINENTAL DRIVE, L.L.C.

HARTZ SOLAR, LLC

By: 

By: 

Name: Laurena Gurb


Name: Laurena Gurb

Title: EVP

Title: EVP

6
11
6.

DEED

Prepared by:

Richard J. Milder, Esquire

THIS DEED is made as of November 20, 2002, between **PET NEEDS-TOTOWA**, a New Jersey general partnership, whose post office address is 400 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 referred to as the Grantor, and **20 CONTINENTAL DRIVE, L.L.C.**, a New Jersey limited liability company, whose post office address is c/o Hartz Mountain Industries, Inc., 400 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 referred to as the Grantee. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of ten Dollars (\$10.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Wayne, as follows:

Lot I in Block 601

Property. The property consists of the land and all the buildings and structures on the land in the Township of Wayne, County of Passaic and State of New Jersey.

BEING THE SAME premises conveyed to Pet Needs-Totowa, a general partnership, by deed from Hartz Mountain Industries, Inc., a corporation of the State of New York, dated December 1, 1972, recorded January 26, 1973 in the Passaic County Register's Office in Deed Book M-93 Page 19." The legal description is:

See attached description-Exhibit A.

[NO FURTHER TEXT ON THIS PAGE]

NOT CERTIFIED COPY

KONNI D. WICKINSON
REGISTER
PASSAIC COUNTY
New Jersey

INSTRUMENT NUMBER
2002118639

RECORDED ON
Dec 02, 2002
9:33:51 AM
BOOK: D-518
PAGE: 198

Total Pages: 6

RECORDING FEES - \$55.00
RECORDER OF DEEDS
TOTAL \$55.00

INV: 166786 USER: SK

**EXHIBIT A
DEED DESCRIPTION**

ALL that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

BEGINNING at a point on the existing Southerly side of Continental Drive (50 feet wide) said point being North 90 degrees 00 minutes 00 seconds West 575.73 feet along said Southerly side of Continental Drive (50 feet wide) from its intersection with the Westerly side of Hanes Drive (50 feet wide) and running; thence

1. South 57 degrees 35 minutes 45 seconds West 147.00 feet to a point; thence
2. South 17 degrees 18 minutes 48 seconds West 30.01 feet to a point; thence
3. South 39 degrees 19 minutes 55 seconds West 130.00 feet to a point; thence
4. South 57 degrees 04 minutes 55 seconds West 65.00 feet to a point; thence
5. South 42 degrees 44 minutes 55 seconds West 45.00 feet to a point; thence
6. South 24 degrees 44 minutes 55 seconds West 280.00 feet to a point; thence
7. South 33 degrees 10 minutes 55 seconds West 37.00 feet to a point; thence
8. North 45 degrees 48 minutes 45 seconds West 1148.44 feet along the lands N/F Erie Lackawanna Railway Company to a point on curve on the Southeasterly side of West Belt Road (80 feet wide); thence
9. Along a curve to the right having a radius of 1220.00 feet an arc length of 318.42 feet along the Southeasterly side of West Belt Road (80 feet wide) to a point of tangency; thence
10. North 51 degrees 15 minutes 00 seconds East 205.23 feet still along the Southeasterly side of West Belt Road (80 feet wide) to a point; thence
11. South 38 degrees 45 minutes 00 seconds East 572.24 feet to a point of curvature; thence
12. Along a curve to the left having a radius of 335.00 feet an arc length of 299.65 feet to a point of tangency; thence
13. South 90 degrees 00 minutes 00 seconds East 301.36 feet to a point; thence
14. South 57 degrees 19 minutes 42 seconds West 46.31 feet to the point of BEGINNING.

v Together with a 25 foot wide access easement to be used in common with Lot 1 in Block 604 to the existing terminus of Continental Drive.


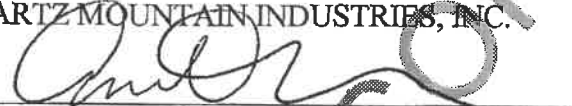
Together with the benefits of the Declaration of Reciprocal Easements dated July 24, 1991 between Daniel Amster et al and recorded in Deed Book F-129 page 583.

The land referred to in this Deed is commonly known as Lot 1 in Block 601 on the Tax Map, Township of Wayne, in the County of Passaic.

NOT CERTIFIED COPY

Promises by Grantor. Grantor promises that Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

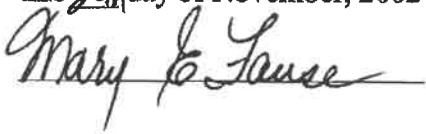
Attest:  BY: PET NEEDS-TOTOWA
HARTZ MOUNTAIN INDUSTRIES, INC.
By: 
Vincent J. Rubino, Jr. Constantino T. Milano
Assistant Secretary Executive Vice President

STATE OF NEW JERSEY, COUNTY OF HUDSON SS:

I certify that on November 20, 2002, Constantino T. Milano personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Executive Vice President of Hartz Mountain Industries, Inc., the general partner of the Grantor named in this deed and was fully authorized to and did execute this deed on its behalf;
- (b) the execution and delivery of this Deed by Constantino T. Milano on behalf of the Corporation and Grantor has been duly authorized in accordance with the By-laws of the Corporation;
- (c) this Deed was signed and delivered by the Corporation on behalf of Grantor as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the Corporation which was affixed to this Deed; and
- (e) this deed was made for \$10.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Signed and sworn before me
this 20th day of November, 2002



MARY E. FAUSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan 6, 2006

<p style="text-align: center;">DEED</p> <p>Pet Needs-Totowa</p> <p>Grantor,</p> <p style="text-align: center;">TO</p> <p>20 Continental Drive, L.L.C.</p> <p style="text-align: right;">Grantee.</p>	<p>Dated: November 20, 2002</p> <p style="text-align: center;">Record and return to:</p> <p>Vincent J. Rubino, Jr., Esq. Senior Vice President Hartz Mountain Industries, Inc. 400 Plaza Drive, P.O. Box 1515 Secaucus, NJ 07096-1515</p>
---	---

NOT CERTIFIED COPY

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(P.L. 1968, c. 49)
or
PARTIAL EXEMPTION
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF PASSAIC

SS:

FOR RECORDER'S USE ONLY	
Consideration \$	_____
Realty Transfer Fee \$	_____
Date <u>11/2/02</u>	By <u>MT</u>

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent Constantino T. Milano, being duly sworn according to law upon his/her oath
(Name)

General Partner of

deposes and says that he/she is the Corporate Officer of Guarantor in a deed dated of even date
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 601 Lot No. 1

located at 20 Continental Drive, Wayne, Passaic County
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ -0-

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

7(a) consideration is less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)

- Grantor(s) 62 yrs. of age or over.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- Owners as joint tenants must all qualify except in the case of a spouse.

B) BLIND (See Instruction #8.)

- Grantor(s) legally blind.*
- One- or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- Grantor(s) permanently and totally disabled.*
- One- or two-family residential premises.
- Receiving disability payments.
- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No owners as joint tenants other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- Affordable According to HUD Standards.
- Meets Income Requirements of Region.
- Reserved for Occupancy.
- Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me
this 20th day of November, 2002

Auth
Name of Notary (fill above line)

Pet Needs-Totowa
Name of Grantor (type above line)

Appendix B-8, Question 6 and Question 8

Comparable Work Completed by the Firm in the Last Three Years

Completed Projects

1590 Lower Road, Linden, New Jersey

Rooftop net-metered solar array

System Size: 754.0kW dc

Start Date: June 2017

Completion Date: January 2018

System Cost: \$1,410,291

60 Metro Way, Secaucus, New Jersey

Rooftop net-metered solar array

System Size: 309.5kW dc

Start Date: December 2017

Completion Date: July 2018

System Cost: \$582,221

46 Meadowland Parkway, Secaucus, New Jersey

Rooftop net-metered solar array

System Size: 2,000.1kW dc

Start Date: August 2017

Completion Date: September 2018

System Cost: \$3,820,821

1600 Lower Road, Linden, New Jersey

Rooftop net-metered solar array

System Size: 239.8kW dc

Start Date: May 2018

Completion Date: October 2018

System Cost: \$452,648

77 Metro Way, Secaucus, New Jersey

Rooftop net-metered solar array

System Size: 1233.7kW dc

Start Date: December 2017

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

Completion Date: November 2018
System Cost: \$522,139

15 Melanie Lane, Hanover, New Jersey

Rooftop net-metered solar array
System Size: 887.0kW dc
Start Date: August 2018
Completion Date: January 2019
System Cost: \$1,560,191

131 Seaview Drive, Secaucus, New Jersey

Rooftop net-metered solar array
System Size: 350.5kW dc
Start Date: August 2018
Completion Date: February 2019
System Cost: \$630,721

201 Bay Avenue, Elizabeth, New Jersey

Rooftop net-metered solar array
System Size: 999.8kW dc
Start Date: November 2018
Completion Date: April 2019
System Cost: \$1,725,845

777 Secaucus Road, Secaucus, New Jersey

Rooftop net-metered solar array
System Size: 360.4kW dc
Start Date: December 2018
Completion Date: June 2019
System Cost: \$623,875

435 Bergen Avenue, Kearny, New Jersey

Rooftop net-metered solar array
System Size: 1,899.2kW dc
Start Date: December 2017
Completion Date: June 2019
System Cost: \$3,520,399

100 Metro Way, Secaucus, New Jersey

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

Rooftop net-metered solar array
System Size: 575.2kW dc
Start Date: December 2018
Completion Date: August 2019
System Cost: \$987,904

99 Caven Point Road, Jersey City, New Jersey

Rooftop net-metered solar array
System Size: 450.0kW dc
Start Date: January 2019
Completion Date: January 2020
System Cost: \$775,798

4 Emerson Lane, Secaucus, New Jersey

Rooftop net-metered solar array
System Size: 999.0kW dc
Start Date: August 2019
Completion Date: March 2020
System Cost: \$1,742,678

7448 Candlewood Road, Hanover, Maryland

Rooftop community solar array
System Size: 1944.7kW dc
Start Date: January 2019
Completion Date: April 2020
System Cost: \$3,165,749

In-Progress Projects

99 Caven Point Road, Jersey City, New Jersey

Rooftop community solar array
System Size: 946kW dc
Start Date: January 2020
Completion Date: January 2021 (est)
System Cost: \$1,445,583 (est)

601 Doremus Avenue, Newark, New Jersey

Rooftop community solar array (NJBPU Yr. 1 Pilot)
System Size: 1,977kW dc
Start Date: January 2020

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

Completion Date: January 2021 (est)
System Cost: \$3,037,806 (est)

111 Castle Road, Secaucus, New Jersey

Rooftop community solar array (NJBPU Yr. 1 Pilot)
System Size: 1340kW dc
Start Date: January 2020
Completion Date: December 2020 (est)
System Cost: \$2,057,989 (est)

5601 Westside Avenue, North Bergen, New Jersey

Rooftop community solar array (NJBPU Yr. 1 Pilot)
System Size: 1951kW dc
Start Date: January 2020
Completion Date: January 2021 (est)
System Cost: \$2,994,087 (est)

References

Reference 1:

Company: Rose Brand
Location: 4 Emerson Lane, Secaucus, New Jersey
System Type: Rooftop net-metered solar array
System Size: 999.0kW dc
Contact: Bob Bertrand <Bob.Bertrand@rosebrand.com>
Phone: 201.809.6367

Reference 2:

Company: Atlantic Health
Location: 15 Melanie Lane, Hanover, New Jersey
System Type: Rooftop net-metered solar array
System Size: 887.0kW dc
Contact: Michael Cumming <michael.cumming@atlantichhealth.org>
Phone: 973.428.6882

Reference 3

Company: Walgreens

Respondent: Hartz Solar, L.L.C.
BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

Location: 1590 Lower Road, Linden, New Jersey
System Type: Rooftop net-metered solar array
System Size: 754.0kW dc
Contact: Rafael Ascazubi <ascazubr@duanereade.com>
Phone: 718.361.3938



SOLAR ENERGY SYSTEMS, LLC

STATEMENT OF QUALIFICATIONS

2020



Based in Brooklyn, New York, Solar Energy Systems, LLC ("SES") is a leading provider of Engineering, Procurement and Construction (EPC) services for commercial solar electric systems in the Northeastern United States, primarily in New York City's Five Boroughs, New Jersey, and Connecticut.

Since its founding over 20 years ago, SES has provided EPC services for hundreds of PV systems with a combined DC capacity of over 50 megawatts (MW's). SES projects range from large flat commercial rooftops and ground mounts to smaller complex installations in dense urban environments. SES is capable of managing multiple projects simultaneously with 40 projects currently under contract and in various stages of development. SES has long-standing relationships with local permitting and utility interconnection officials where it operates which greatly assists with the successful and timely execution of its projects.

SES has been recognized multiple times for Outstanding Performance by the New York State Energy Research and Development Authority (NYSERDA). The company has North American Board of Certified Energy Practitioners (NABCEP) Certified PV installers both in executive and staff positions.

SES provides in-house Operations & Maintenance (O&M) services, including responsive maintenance, preventive maintenance, remote system performance monitoring, and performance reporting. The O&M division is responsible for maintaining all SES constructed systems along with several MW's of system capacity constructed by third parties. SES is generally able to respond to problem occurrences with 24-hours.

Company Profile:

- Year founded: **1998**
- Status: **Privately Held**
- Number of employees: **46**
- Target customers: **Commercial, Industrial, and Institutional**
- Experience/Track Record: **Over 50 MW's DC**



Leadership Team

David Buckner, President/ Managing Partner

David Buckner is the President of Solar Energy Systems, LLC. As a founding member, he has been with the company since its inception in 1998 overseeing all project related activity including project development, construction management and ongoing performance and operation. David is responsible for corporate strategy and maintaining collaborative efforts with cross-industry partners. David was a member of the NYC Solar City Advisory Board, an initiative coordinated by the New York City EDC and the Mayor's Office of Sustainability. NABCEP Certified #: PV-041704-4

Christopher Moustakis, Vice President/ Managing Partner

Christopher Moustakis has been with the company since 2001. Chris serves as liaison between SES and its vendors, subcontractors and customers in New York, New Jersey and Connecticut. Chris oversees all project, construction and risk management for SES. He is responsible for all estimating, contracts, accounting, insurance, compliance and legal matters.

Nadja Bruder, Chief Operating Officer

Nadja Bruder has been with Solar Energy Systems since 2011. She handles operational and organizational responsibilities, including accounting, strategic management, human resources, and project financing.

Ray Panchari P.E., NY Project Manager/Head of Design

Ray Panchari started his career at SES in 2010, earned his P.E. license as a structural engineer and now leads all SES design efforts and provides extensive project management support. Currently, Ray is the NYC DOE *Hudson Solar Portfolio* project manager for SES.

Josh Gray, Senior Project Manager

Josh Gray is responsible for overseeing the design, engineering, utility interconnection, construction permitting, procurement and sub-contractors of all SES projects. Prior to his current role, Josh was Director of O&M.

NABCEP Certification #: PV-042217-013794

Mark Groh - Senior Site Manager

Mark Groh has been with SES since 2006 and is responsible for all site construction. Mark coordinates the SES installation crew schedule, along with all aspects of site management including suppliers, sub-contractors, safety, weather conditions, SES project management, inspectors and customers.

Charles Solomon, Director of O&M

Charles Solomon originally worked as a lead construction manager and now runs a department of 5 in the monitoring and maintenance of a portfolio of over 50 MW's of solar capacity. This department encompasses both scheduled maintenance visits and emergency service to all sites.

NABCEP Certification #: PV-042118

SES Completed Commercial Projects

State	Total KW	# Projects
New York		
Bronx	216	8
Brooklyn	3,839	37
Queens	3,199	22
Manhattan	4,007	6
Westchester	870	4
Staten Island	1652	4
NYC Total	13,783	81
NY-ROS	1,074	7
New York Total	14,857	88
New Jersey	34,903	58
Maryland	2,000	1
Connecticut	698	4
Total Constructed	52,458	150

Contracted Pipeline

State	Total KW	# Projects
NYC	8,900	33
New Jersey	8,000	6



Key Clients

Generate Capital Inc.

Generate is a leading sustainable infrastructure platform delivering affordable, reliable resource solutions to companies, communities and cities. Founded by some of the renewable energy industry's leading visionaries, Generate builds, owns, operates, and finances sustainable resource infrastructure. www.generatecapital.com

Hartz Mountain Industries, Inc.

Hartz Mountain Industries, Inc. is one of the largest private owners of commercial real estate in the U.S. Hartz owns and operates a portfolio of more than 260 properties primarily in major East Coast markets, including New York, New Jersey, Atlanta, Charlotte and Maryland. In total, the portfolio comprises more than 45 million square feet of residential, office, hotel and industrial properties. www.hartzmountain.com

Onyx Renewable Partners L.P.

Onyx is a leader in the development and finance of C&I and small-scale utility projects in North America. Onyx was established in 2014 by funds from Blackstone Energy Partners. We deliver best-in-class solar systems to a wide range of clients in the commercial and industrial sectors, from public and private businesses to NGOs, nonprofits, government municipalities, school districts, local utilities, and co-ops. www.onyxrenewables.com

Con Edison Solutions

Con Edison Solutions strives to lead the energy services industry by providing innovative and cost-effective energy solutions for our clients. We are a highly motivated team of energy professionals dedicated to building long-term relationships with our clients, continuously improving ourselves, and increasing shareholder value. www.conedsolutions.com

Attachment 8

Evidence of Experience on Projects Serving LMI Communities or Partnerships with Organizations That Have Experience Serving LMI Communities

Attachment 8: Highland Park's Plan for Effective And Respectful Customer Engagement Process

The Highland Park Community Solar Project will have an effective and respectful customer engagement process by its very structure: as a public entity (and not a private sector developer) the Applicant is obligated to facilitating all of its program elements in an open, transparent, proven and rigorous municipally based process. As a municipality, the Applicant's only priority is serving its residents, assuring that participating customers are well-informed and well-served with their interests fully represented and protected.

Highland Park, as the Project lead, has established long-term "peer-to-peer" relationships with institutions and groups in the community. This role is a natural extension of Highland Park's established leadership and activity with respect to constituent relations and proven track record in cultivating and supporting LMI projects given the Borough's robust social services. Among other engagements with the town's LMI residents, the Borough of Highland Park Social Works Department serves as an advocate and referral service to all residents of Highland Park that may qualify for entitlement programs such as PAAD, Home Energy Assistance, Homestead Benefit & Property Tax Reimbursement, Social Security, Medicare, Senior Housing, Home Health Care, etc.

Moreover, the Applicant's approach will fully inform and protect customers with the following measures (in addition to the provisions of N.J.A.C. 14:8-9.10 and proposed amendments to N.J.A.C. 14:8-19) :

- A toll-free number for residents to call for customer support, questions, or to opt-out of the Community Solar Program;
- Robust constituent engagement through public informational sessions at community centers, senior centers, Borough Hall, etc. ;
- A solar contract that is publicly procured and managed by the Applicant and not by a private vendor, ensuring strong customer protections, in accordance with N.J.S.A. 40A:11-1 et seq.;
- Adherence to the BPU's automatic enrollment rules at N.J.A.C. 14:4-6.1 et seq. with support from Highland Park's consultant, Gabel Associates. Gabel Associates has deep experience in conducting opt-out programs, as the firm has managed GEA opt-out programs in New Jersey for more than twenty-five municipalities, with a combined population in excess of 700,000.

**HOUSING AUTHORITY
OF THE
BOROUGH OF HIGHLAND PARK**

**242 SOUTH SIXTH AVENUE
HIGHLAND PARK NJ 08904**



**Tel: (732) 572-4420 Fax: (732) 985-6485
Email: hparkhousing@optimum.net**

January 28, 2021

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: Letter of Support for Highland Park's Community Solar Application


Secretary Camacho-Welch:

The Highland Park Housing Authority enthusiastically supports the Borough's application to be included in the second round of the Community Solar Pilot Program.

The Housing Authority is committed to helping people facing economic challenges and Highland Park's approach to Community Solar reflects this focus. Highland Park's decision to use its public process to only include low- and moderate-income residents is greatly welcome, needed, and appreciated. The proposed method to include all recipients of subsidized housing is a highly effective way to expand the benefits of solar energy to those who cannot normally realize them and are most in need of those savings.

Based on the above, The Highland Park Housing Authority wholeheartedly endorses the Borough of Highland Park's application.

Sincerely,



Rumi Sivasubramanian

Director of Housing

REFORMED CHURCH OF HIGHLAND PARK AFFORDABLE HOUSING CORPORATION

19-21 SOUTH SECOND AVENUE

HIGHLAND PARK, NJ 08904

RCHPAHC@GMAIL.COM

PHONE: 732-249-7349

FAX: 732-249-0003

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: Letter of Support for Highland Park's Community Solar Application

January 14, 2021

Dear Secretary Camacho-Welch,

I write on behalf of the Reformed Church of Highland Park Affordable Housing Corporation (RCHP-AHC) in support of Highland Park's proposal to the Board of Public Utilities to participate in the Community Solar Pilot Program. The RCHP-AHC provides affordable housing, supportive services, and connection to a meaningful community to low-income individuals and families in central New Jersey. We strongly support the Borough's application, especially its' focus on providing solar energy savings exclusively to low and moderate income utility customers, an important part of achieving environmental justice.

Though this Program the Borough can achieve the dual goals of improving services to our residents through savings on energy costs and supporting the fight against climate change through use of renewable energy.

By accepting Highland Park's application to participate in the Community Solar Pilot Program, the BPU would best serve a key goal of Community Solar -- enabling access to solar energy for the low and moderate populations of New Jersey. Accordingly, we urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program.

Thank you for your consideration.

Sincerely,



Rev. Seth Kaper-Dale



THE BOROUGH OF HIGHLAND PARK

COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

221 SO. 5TH AVENUE
HIGHLAND PARK, NJ 08904

TEL: (732) 572 – 3400

FAX: (732) 777 – 6006

www.HPBORO.com

New Jersey Board of Public Utilities
44 South Clinton Avenue,
7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: ***Letter of Support for Highland Park's Community Solar Application***

January 12, 2021

Dear Secretary Camacho-Welch,

The purpose of this letter is to state the support of Highland Park's application to the Board of Public Utilities to be included in the Community Solar Program. The Highland Park Office on Aging is strongly committed to assisting our community's seniors – an amount of whom are on fixed incomes and in need of relief. Highland Park's application presents a unique and exciting opportunity to provide such savings to our low- and moderate-income residents. This program will support another initiative we are currently participating in, the AARP livability project. This initiative directly involves projects such as this that allow our residents to "age in place" and creates financial relief on their energy bills. Part of our mission statement as a department is to provide tools and processes to create livable communities. We believe this will be a great asset to our community to attain these goals. We strongly support the implementation of this program in Highland Park and urge you to include the Borough in your Program.

Sincerely,

Kim McGraw
Senior Program Coordinator, Borough of Highland Park



Recreation Programs

Senior Services

Social Worker

Teen Center

Social Worker

Font Size: [Share & Bookmark](#) [Feedback](#) [Print](#)

The Department provides an accessible system of services to all residents of Highland Park as well as seniors to help maintain their independence at home.

Advocacy: The Department serves as an advocate and referral service to all residents of Highland Park that may qualify for entitlement programs such as PAAD, Home Energy Assistance, Homestead Benefit & Property Tax Reimbursement, Social Security, Medicare, Senior Housing, Home Health Care, etc.

SHIP: State Health Insurance Assistance Program (SHIP) Our Social worker is available to assist seniors in all Medicare related issues and concerns. Counseling is also available on Medicaid and other health-care assistance programs.

Contact

Nicole Huff

Senior Outreach

Coordinator

nhuff@hpboro.com220 S. Sixth Ave.
Highland Park, NJ 08904Ph: (732) 819-0052 ext.
3115Fx: (732) 819-0047
Call ahead to make an
appointment

Hours

Monday, Wednesday &

Attachment 9

Evidence That the Proposed Project Is Being Developed by Or in Partnership and Collaboration with The Municipality in Which the Project Is Located

- *January 19, 2021 Resolution to Select Hartz Solar, LLC as Developer for the Borough of Highland Park's Proposed Community Solar Project*
- *November 10, 2020 Resolution to Issue Request for Proposals to Select a Developer for the Borough of Highland Park's Proposed Community Solar Project*

(The RFP itself can be found in Attachment 15)

BOROUGH OF HIGHLAND PARK
NO. 1-21-38

RESOLUTION OF COUNCIL FOR THE BOROUGH OF HIGHLAND PARK
AUTHORIZING THE AWARD OF A MASTER PERFORMANCE AGREEMENT IN
ACCORDANCE WITH THE RECOMMENDATION SET FORTH IN THE EVALUATION
REPORT DATED JANUARY 15, 2021, IN CONNECTION WITH HIGHLAND PARK'S
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Borough of Highland Park ("Borough") desires to undertake the development and implementation of a Community Solar Renewable Energy Program ("Program"); and

WHEREAS, under the Program, the Borough will select a firm to be a co-applicant in connection with the Board of Public Utilities ("BPU") Round Two Community Solar Pilot Program for the approval of a solar project to be designed, permitted, financed, owned and operated by the Successful Respondent at a remote location; and

WHEREAS, Successful Respondent will also be required to enter into a Master Performance Agreement with the Borough pursuant to which the Successful Respondent will be required to virtually provide low cost renewable energy to low and moderate income Borough residents; and

WHEREAS, the Borough issued a *Request for Proposals for a Developer of a Community Solar Renewable Energy Project to be a Co-Applicant on the Board of Public Utilities Year 2 Pilot Program and to Enter into a Master Performance Agreement with the Borough of Highland Park*, dated November 13, 2020 (the "RFP"); and

WHEREAS, on December 11, 2020, the Borough received one (1) proposal in response to the RFP from the following firm:

- Hartz Solar, L.L.C

WHEREAS, the Evaluation Team undertook a legal and technical review of the proposal received; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4.5(d), the Evaluation Team has completed an Evaluation Report, dated January 15, 2020 and attached hereto as Exhibit A recommending a Successful Respondent to the Borough; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that:

1. The recommendation of the Evaluation Team contained in the Evaluation Report attached hereto as Exhibit A that Hartz Solar, L.L.C. be selected as the Successful Respondent and awarded a Master Performance Agreement is hereby accepted.

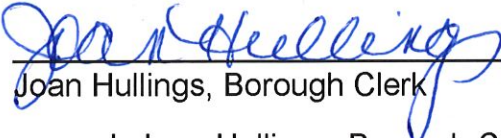
2. The Business Administrator is hereby authorized and directed to (1) work with legal counsel, and the energy consultant to develop an acceptable form of Master Service Agreement with Hartz Solar, L.L.C, (2) execute same along with any other ancillary documents necessary to effectuate the intent and purpose of this Resolution and the Master Performance Agreement; (3) submit a Round 2 application to the BPU with the Successful Respondent; and (4) following BPU award implement the Program which shall allow the development, ownership, and operation of an opt-out community solar project, contingent on the proposed rules being approved by the BPU.

3. Notice of this award shall be published in the Borough’s official newspapers.

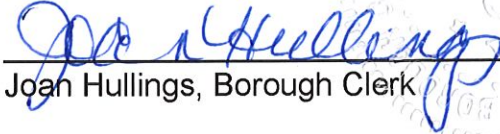
4. This Resolution shall take effect immediately.

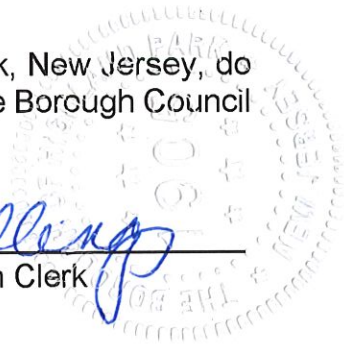
ADOPTED: January 19, 2021

ATTEST:


Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of January, 2021.


Joan Hullings, Borough Clerk



RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera	✓			
Foster	✓			
George				✓
Hale	✓			
Hersh	✓			
Kim-Chohan	✓			

**BOROUGH OF HIGHLAND PARK
NO. 11-20-293**

**RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSAL
FOR THE BOROUGH'S APPLICATION TO THE BOARD OF PUBLIC
UTILITIES' COMMUNITY SOLAR PILOT PROGRAM**

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the New Jersey Board of Public Utilities ("Board") has initiated an application process for year 2 of the Community Solar Pilot Program ("Program") and has requested that applicants submit applications for the Program on or before February 5, 2021; and

WHEREAS, the Program allows municipal entities to form subscriber groups for community solar projects by including the residents of the municipality in an 'op-out' participation program; and

WHEREAS, the Borough of Highland Park ("Borough") desires to submit an application to the Program and form a subscriber group of low and moderate income (LMI) customers to receive the economic benefit from a community solar project via energy savings; and

WHEREAS, in order for the Borough to submit a viable application to the Program, the Borough also needs to identify a third-party that will finance, own, operate, and maintain a community solar project located within the same electric utility service territory as the Municipality; and

WHEREAS, the Borough desires to undertake the development and implementation of a competitive contracting Request for Proposals ("RFP") seeking proposals from solar developers to fund, install, own, operate and maintain a photovoltaic energy system located within the same electric utility service territory as the Borough, partner with the Borough in the preparation and submission of an application to the Program, and virtually provide low cost renewable energy to the Borough's subscriber group via a master service agreement; and

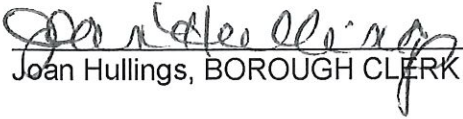
WHEREAS, pursuant to law, specifically, *N.J.S.A. 40A:11-4.1(j)*, and *N.J.S.A. 40A:11-15(44)* Borough of Highland Park is authorized to utilize competitive contracting process to procure solar developer proposals for completion of the Program application and award of a master services agreement for the Borough's subscriber group; and

NOW THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Highland Park that:

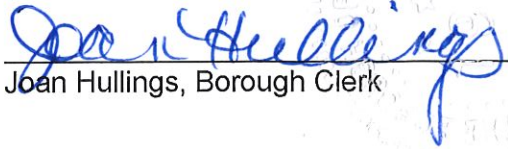
1. The Business Administrator is hereby authorized and directed, working with legal counsel, and Gabel Associates to develop, issue and administer a competitive contracting request for proposals seeking proposals from solar developers for completion of the Program application and award of a master services agreement for the Borough's subscriber group which defines the terms and conditions of service by the successful respondent.
2. The Business Administrator is hereby authorized and directed to include in the request for proposals a requirement that the successful respondent reimburse the Borough for all costs associated with the development and implementation of the RFP and Program application process.

ADOPTED: November 10, 2020

ATTEST:


Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 10th day of November, 2020.


Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera	✓			
Fine	✓			
Foster-Dublin	✓			
George	✓			
Hale	✓			
Kim-Chohan	✓			

a-admin

Attachment 10

Evidence That the Proposed Project Is Being Developed in Partnership or Collaboration with One Or More Local Community Organization(s) and/or Affordable Housing Providers in The Area in Which the Project Is Located

- Evidence of Support from the Housing Authority of the Borough of Highland Park
- Evidence of Support from the Borough of Highland Park Department of Aging
- Evidence of Support from the Reformed Church of Highland Park Affordable Housing Co.
- Evidence of Support from Sustainable Highland Park
- Evidence of Support from The Borough of Highland Park Environmental Commission

**HOUSING AUTHORITY
OF THE
BOROUGH OF HIGHLAND PARK**

**242 SOUTH SIXTH AVENUE
HIGHLAND PARK NJ 08904**



**Tel: (732) 572-4420 Fax: (732) 985-6485
Email: hparkhousing@optimum.net**

January 28, 2021

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: Letter of Support for Highland Park's Community Solar Application


Secretary Camacho-Welch:

The Highland Park Housing Authority enthusiastically supports the Borough's application to be included in the second round of the Community Solar Pilot Program.

The Housing Authority is committed to helping people facing economic challenges and Highland Park's approach to Community Solar reflects this focus. Highland Park's decision to use its public process to only include low- and moderate-income residents is greatly welcome, needed, and appreciated. The proposed method to include all recipients of subsidized housing is a highly effective way to expand the benefits of solar energy to those who cannot normally realize them and are most in need of those savings.

Based on the above, The Highland Park Housing Authority wholeheartedly endorses the Borough of Highland Park's application.

Sincerely,



Rumi Sivasubramanian

Director of Housing



THE BOROUGH OF HIGHLAND PARK

COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

221 SO. 5TH AVENUE
HIGHLAND PARK, NJ 08904

TEL: (732) 572 – 3400

FAX: (732) 777 – 6006

www.HPBORO.com

New Jersey Board of Public Utilities
44 South Clinton Avenue,
7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: ***Letter of Support for Highland Park's Community Solar Application***

January 12, 2021

Dear Secretary Camacho-Welch,

The purpose of this letter is to state the support of Highland Park's application to the Board of Public Utilities to be included in the Community Solar Program. The Highland Park Office on Aging is strongly committed to assisting our community's seniors – an amount of whom are on fixed incomes and in need of relief. Highland Park's application presents a unique and exciting opportunity to provide such savings to our low- and moderate-income residents. This program will support another initiative we are currently participating in, the AARP livability project. This initiative directly involves projects such as this that allow our residents to "age in place" and creates financial relief on their energy bills. Part of our mission statement as a department is to provide tools and processes to create livable communities. We believe this will be a great asset to our community to attain these goals. We strongly support the implementation of this program in Highland Park and urge you to include the Borough in your Program.

Sincerely,

Kim McGraw
Senior Program Coordinator, Borough of Highland Park

REFORMED CHURCH OF HIGHLAND PARK AFFORDABLE HOUSING CORPORATION

19-21 SOUTH SECOND AVENUE

HIGHLAND PARK, NJ 08904

RCHPAHC@GMAIL.COM

PHONE: 732-249-7349

FAX: 732-249-0003

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: Letter of Support for Highland Park's Community Solar Application

January 14, 2021

Dear Secretary Camacho-Welch,

I write on behalf of the Reformed Church of Highland Park Affordable Housing Corporation (RCHP-AHC) in support of Highland Park's proposal to the Board of Public Utilities to participate in the Community Solar Pilot Program. The RCHP-AHC provides affordable housing, supportive services, and connection to a meaningful community to low-income individuals and families in central New Jersey. We strongly support the Borough's application, especially its' focus on providing solar energy savings exclusively to low and moderate income utility customers, an important part of achieving environmental justice.

Though this Program the Borough can achieve the dual goals of improving services to our residents through savings on energy costs and supporting the fight against climate change through use of renewable energy.

By accepting Highland Park's application to participate in the Community Solar Pilot Program, the BPU would best serve a key goal of Community Solar -- enabling access to solar energy for the low and moderate populations of New Jersey. Accordingly, we urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program.

Thank you for your consideration.

Sincerely,



Rev. Seth Kaper-Dale



The Borough of Highland Park

Sustainable Highland Park

County of Middlesex, State of New Jersey

P.O. Box 1130

HIGHLAND PARK, NEW JERSEY
Tel. (732) 572-3400 FAX (732) 777-6006

New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Attn: Aida Camacho-Welch, Board Secretary

RE: Letter of Support for Highland Park's Community Solar Application

January 22, 2021

Dear Secretary Camacho-Welch:

I am writing this Letter of Support on behalf of Sustainable Highland Park regarding Highland Park's application to the Board of Public Utilities to participate in the Community Solar Pilot Program. Sustainable Highland Park (SHP) is the "Green Team" and is an official board of the Borough of Highland Park. Our primary goal is to assist the Borough of Highland Park and its residents with Sustainability and environmental issues and solutions.

Awarding Highland Park's application to participate in the Community Solar Pilot Program will enable the Borough to expand access to solar energy to households that previously would not be able to access it. Many of our residents have express interest in obtaining green energy but are prohibited either by the configuration of their roofs and properties for solar energy, by the high installation costs, or by the fact that they reside in rental apartments.

We strongly support this application's focus on providing the savings from solar energy to low income households. This will serve to increase access and interest in clean energy initiatives within our community, promote environmental justice, and fight climate change.

We urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program to best advance Governor Murphy's vision of environmental justice.

Thank you for taking the time to consider Highland Park's application.

Sincerely,

Allan Williams
Vice Chair, Sustainable Highland Park



The Borough of Highland Park
Environmental Commission
County of Middlesex, New Jersey
P.O. Box 1330
HIGHLAND PARK, NEW JERSEY
TEL. (732) 572-3400 FAX (732) 732-6006

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Attn: Aida Camacho-Welch, Board Secretary

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January 22, 2021

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I am writing this Letter of Support on behalf of the Environmental Commission regarding Highland Park's application to the Board of Public Utilities to participate in the Community Solar Pilot Program. The Environmental Commission is an official board of the Borough of Highland Park since 1969. One of our goals is promote the use of solar power by the borough and its residents. This program promotes the use of clean energy and environmental justice. It will have help to fight climate change.

Awarding Highland Park's application to participate in the Community Solar Pilot Program will enable the Borough to expand access to solar energy to households that previously would not be able to access it.

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Thank you for taking the time to consider Highland Park's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Williams", with a stylized flourish at the end.

Allan Williams

Vice Chair, Highland Park Environmental Commission

Attachment 11

Evidence That the Proposed Project Is Being Developed with Support and In Consultation with The Community in Which the Project Is Located

- Evidence of Support from the Housing Authority of the Borough of Highland Park
- Evidence of Support from the Borough of Highland Park Department of Aging
- Evidence of Support from the Reformed Church of Highland Park Affordable Housing Co.
- Evidence of Support from Sustainable Highland Park
- Evidence of Support from The Borough of Highland Park Environmental Commission

**HOUSING AUTHORITY
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January 28, 2021

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Based on the above, The Highland Park Housing Authority wholeheartedly endorses the Borough of Highland Park's application.

Sincerely,



Rumi Sivasubramanian

Director of Housing



THE BOROUGH OF HIGHLAND PARK

COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

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Kim McGraw
Senior Program Coordinator, Borough of Highland Park

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Though this Program the Borough can achieve the dual goals of improving services to our residents through savings on energy costs and supporting the fight against climate change through use of renewable energy.

By accepting Highland Park's application to participate in the Community Solar Pilot Program, the BPU would best serve a key goal of Community Solar -- enabling access to solar energy for the low and moderate populations of New Jersey. Accordingly, we urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program.

Thank you for your consideration.

Sincerely,



Rev. Seth Kaper-Dale



The Borough of Highland Park

Sustainable Highland Park

County of Middlesex, State of New Jersey

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We strongly support this application's focus on providing the savings from solar energy to low income households. This will serve to increase access and interest in clean energy initiatives within our community, promote environmental justice, and fight climate change.

We urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program to best advance Governor Murphy's vision of environmental justice.

Thank you for taking the time to consider Highland Park's application.

Sincerely,

A handwritten signature in black ink that reads "Allan Williams".

Allan Williams
Vice Chair, Sustainable Highland Park



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Environmental Commission
County of Middlesex, New Jersey
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HIGHLAND PARK, NEW JERSEY
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We urge you to designate Highland Park as a participant in the second year of the Community Solar Pilot Program to best advance Governor Murphy's vision of environmental justice.

Thank you for taking the time to consider Highland Park's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Williams", with a stylized flourish at the end.

Allan Williams

Vice Chair, Highland Park Environmental Commission

Attachment 12

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

BOROUGH OF HIGHLAND PARK
NO. 1-21-38

RESOLUTION OF COUNCIL FOR THE BOROUGH OF HIGHLAND PARK
AUTHORIZING THE AWARD OF A MASTER PERFORMANCE AGREEMENT IN
ACCORDANCE WITH THE RECOMMENDATION SET FORTH IN THE EVALUATION
REPORT DATED JANUARY 15, 2021, IN CONNECTION WITH HIGHLAND PARK'S
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Borough of Highland Park ("Borough") desires to undertake the development and implementation of a Community Solar Renewable Energy Program ("Program"); and

WHEREAS, under the Program, the Borough will select a firm to be a co-applicant in connection with the Board of Public Utilities ("BPU") Round Two Community Solar Pilot Program for the approval of a solar project to be designed, permitted, financed, owned and operated by the Successful Respondent at a remote location; and

WHEREAS, Successful Respondent will also be required to enter into a Master Performance Agreement with the Borough pursuant to which the Successful Respondent will be required to virtually provide low cost renewable energy to low and moderate income Borough residents; and

WHEREAS, the Borough issued a *Request for Proposals for a Developer of a Community Solar Renewable Energy Project to be a Co-Applicant on the Board of Public Utilities Year 2 Pilot Program and to Enter into a Master Performance Agreement with the Borough of Highland Park*, dated November 13, 2020 (the "RFP"); and

WHEREAS, on December 11, 2020, the Borough received one (1) proposal in response to the RFP from the following firm:

- Hartz Solar, L.L.C

WHEREAS, the Evaluation Team undertook a legal and technical review of the proposal received; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4.5(d), the Evaluation Team has completed an Evaluation Report, dated January 15, 2020 and attached hereto as Exhibit A recommending a Successful Respondent to the Borough; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that:

1. The recommendation of the Evaluation Team contained in the Evaluation Report attached hereto as Exhibit A that Hartz Solar, L.L.C. be selected as the Successful Respondent and awarded a Master Performance Agreement is hereby accepted.

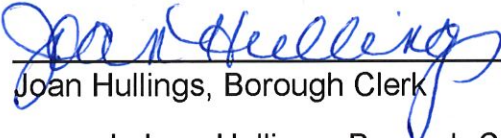
2. The Business Administrator is hereby authorized and directed to (1) work with legal counsel, and the energy consultant to develop an acceptable form of Master Service Agreement with Hartz Solar, L.L.C, (2) execute same along with any other ancillary documents necessary to effectuate the intent and purpose of this Resolution and the Master Performance Agreement; (3) submit a Round 2 application to the BPU with the Successful Respondent; and (4) following BPU award implement the Program which shall allow the development, ownership, and operation of an opt-out community solar project, contingent on the proposed rules being approved by the BPU.

3. Notice of this award shall be published in the Borough’s official newspapers.

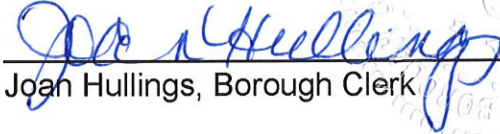
4. This Resolution shall take effect immediately.

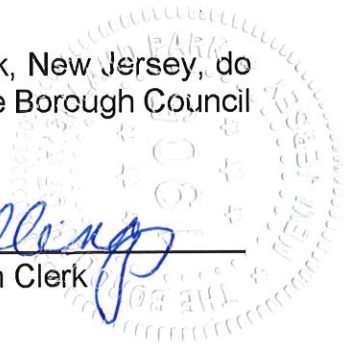
ADOPTED: January 19, 2021

ATTEST:


Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of January, 2021.


Joan Hullings, Borough Clerk



RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera	✓			
Foster	✓			
George				✓
Hale	✓			
Hersh	✓			
Kim-Chohan	✓			

Attachment 13

Affidavit That the Municipal Project Owner Will Comply with All
Applicable Rules and Regulations, Particularly Those Relating to
Consumer Privacy and Consumer Protection

AFFIDAVIT

State of New Jersey

County of Middlesex

BEFORE ME, the undersigned Notary Joan M. Hulings, on this 4th day of February 2021, personally appeared Josephine T. Jover, known to me to be a credible person and of lawful age, who being by me first duly sworn, on her [his/her] oath, deposes and says:

I, Teri Jover, am the Borough Administrator of the Borough of Highland Park (the Borough). The Borough of Highland Park, as co-applicant, is submitting an application to the Board of Public Utilities, understands that if selected in the proposed New Jersey Board of Public Utilities Program Year 2, Application Period 1, the Borough of Highland Park will adhere to the existing "opt-in" rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)) and any subsequent modification if they are approved by the Board. The Borough will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.

Josephine T. Jover
[Name of Affiant]

221 So 5th Ave
Highland Park, NJ 08904
[address of affiant]

Subscribed and sworn to before me, this 4th day of February, 2021.

[notary seal]

Joan M. Hulings
Notary Signature

Typed name of Notary: **JOAN M. HULLINGS**
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 24, 2025
NOTARY PUBLIC

My Commission expires _____, 20____.

Attachment 14

Site Improvement Plans

LaSalle Landscape
77A Lawrence Street
Hackensack, NJ 07601 US
201-487-1007
lasalle77@optonline.net



Estimate

ADDRESS

27-30 Continental Drive,
Wayne
HARTZ MOUNTAIN
INDUSTRIES
500 PLAZA DR
P.O. BOX 1515
Secaucus, NJ 07096-1515

ESTIMATE # 1439
DATE 02/03/2021

ACTIVITY	QTY	RATE	AMOUNT
27 Continental Dr Island plantings Budget Supply & install the following plant materials:			
(7) 7-8' Spruce @ \$550 ea	7	550.00	3,850.00T
(15) Ilex Inkberry24-30" @ \$85 ea	15	85.00	1,275.00T
(7) Flowering Viburnum 4' @ \$120 ea	7	120.00	840.00T
20 yd Top Soil for above mentioned plantings @ \$55/yd	20	55.00	1,100.00T
40 yds Mulch @ \$48/yd	40	48.00	1,920.00T
SUBTOTAL			8,985.00
TAX (0.06625)			595.26
TOTAL			\$9,580.26

Accepted By

Accepted Date

Attachment 15

Request for Proposals to Select Solar Developer for the
Borough of Highland Park Community Solar Project

**BOROUGH OF HIGHLAND PARK
COMMUNITY SOLAR RENEWABLE ENERGY PROGRAM**

REQUEST FOR PROPOSALS

For a Developer of a Community Solar Renewable Energy Project to be a Co-Applicant on the Board of Public Utilities Year 2 Pilot Program and to Enter into a Master Performance Agreement with the Borough of Highland Park



ISSUED BY:

**The Borough of Highland Park
November 13, 2020**

**REQUEST FOR PROPOSALS
FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE
ENERGY PROJECT TO BE A CO-APPLICANT ON THE BOARD OF
PUBLIC UTILITIES YEAR 2 PILOT PROGRAM AND TO ENTER INTO
A MASTER PERFORMANCE AGREEMENT WITH BOROUGH OF
HIGHLAND PARK**

Dated, November 13, 2020

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REQUEST FOR PROPOSALS
FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY
PROJECT TO BE A CO-APPLICANT ON THE BOARD OF PUBLIC
UTILITIES YEAR 2 PILOT PROGRAM AND TO ENTER INTO A MASTER
PERFORMANCE AGREEMENT WITH THE BOROUGH OF HIGHLAND
PARK

Dated, November 13, 2020

IMPORTANT: RESPONDENTS MUST REGISTER. SEE BELOW FOR DETAILS.

The Borough of Highland Park (the “Local Unit”) has issued a Request for Proposals for a Developer of a Community Solar Renewable Energy Project to be Co-Applicant for the Board of Public Utilities Year 2 Pilot Program and to Enter into a Master Performance Agreement (“MPA”) with the Borough of Highland Park, Dated, November 13, 2020 (the “RFP”). Proposals are being solicited through, and the RFP is being issued in accordance with, N.J.S.A. 40A:11-4.1(j), N.J.S.A. 40A:11-15(44), and a fair and open process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A.19:44A-20.4 et seq.

Respondents shall provide a proposal which includes (i) at the Successful Respondent’s sole cost, the designing, permitting, acquisition, ownership, construction, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant with the Local Unit, in the Local Unit’s BPU’s Year 2 Community Solar Project application, (iii) execution of a Master Performance Agreement in a form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Local Unit’s Subscriber Group. The Local Unit shall act as the subscription agent. Sealed proposals must be received by the Local Unit on or before **1:00 pm, prevailing time, on December 11th, 2020**. Proposals must be delivered to:

The Borough of Highland Park
Attn: Borough Clerk
221 South Fifth Avenue
Highland Park, NJ 08904

Details concerning this procurement are set forth in the RFP, which may be downloaded from the link located on the Local Unit’s website at <https://www.hpboro.com/>, or hard copy obtained from the Borough Clerk at the above address, during regular business hours, upon payment of fifty (\$50) dollars.

Bid security in the form of a certified check, cashier's check or proposal bond in the amount of \$20,000 must be submitted with the proposal, which may, at the Local Unit’s sole discretion, be forfeited to the Local Unit as liquidated damages if the successful proposer fails to properly execute and deliver the contract documents and performance security as required by the RFP.

REGISTRATION: Each proposer must register with the Local Unit to: (i) indicate that it intends to submit a proposal, (ii) provide the name of its contact person and contact information (name, company, address, phone, cell, fax, and e-mail address) for any and all communications during the RFP process, (iii) access certain important information on the above referenced website, and (iv) attend the Pre-Proposal Submission Meeting. Details regarding registration are contained within the RFP.

A Pre-Proposal Submission Meeting shall be held on **November 20th, 2020 at 1 PM** via ZOOM. Please contact michaela@gabelassociates.com for ZOOM information. Potential proposers are **strongly** encouraged to attend.

Each proposer shall submit one (1) original and five (5) copies of its proposal, together with a PDF of the proposal on a disk or jump drive (please note that in the event of a discrepancy the written documents will govern over the electronic submission), in sealed envelopes bearing the name of the proposer and marked:

**REQUEST FOR PROPOSALS
FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY PROJECT TO
BE A CO-APPLICANT ON THE BOARD OF PUBLIC UTILITIES YEAR 2 PILOT
PROGRAM AND TO ENTER INTO A MASTER PERFORMANCE AGREEMENT WITH
THE BOROUGH OF HIGHLAND PARK**

If sealed proposals are enclosed in boxes, the boxes must be clearly marked as set forth above.

All comments and questions concerning the RFP must be directed, in writing, to the Borough of Highland Park, at the address listed above, with copies to Andrew Conte, Belle Gabel, and Michaela Benton, energy consultants to the Local Unit, at andrew.conte@gabelassociates.com, michaela@gabelassociates.com and belle.gabel@gabelassociates.com.

Proposers shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Affirmative Action/Equal Employment Opportunity).

REQUEST FOR PROPOSALS
FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY
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PERFORMANCE AGREEMENT WITH THE BOROUGH OF HIGHLAND
PARK

Dated, November 13, 2020

GLOSSARY

For purposes of this RFP, the following terms shall have the meanings set forth below.¹

“**BPU**” means the New Jersey Board of Public Utilities.

“**BPU Application**” means the Application by Local Unit into the BPU’s Year 2 Community Solar Pilot Project Application process.

“**BPU Orders**” Mean the BPU rules and Orders and the provisions of the Clean Energy Act which describe and define the BPU’s Round 2 Community Solar Pilot Program Application Process

“**Company**” or “**Successful Respondent**” means the Respondent, if any, selected by the Local Unit to provide the Services under this RFP.

“**Community Solar Project**” means a solar project that meets the requirements of the New Jersey Clean Energy Program’s Community Solar Energy Pilot Program Year 2 requirements.

“**Fixed Administrative Fee**” shall mean a fee of 220,000 to be paid to the Energy Agent by the Supplier addressing the costs for the formation and administration of the RFP, BPU Application and other related costs. \$75,000 of the Fixed Administrative Fee shall be due upon execution of the MPA and \$145,000 is due within ten (10) days following BPU conditional approval of the BPU Application.

“**Fixed Liaison Fee**” shall mean a fee of \$4,000 per month for an estimated six (6) months, for a total of \$24,000 to be paid to the Energy Agent Gabel Associates by the Supplier, during the over the term of construction of the project construction. The Fixed Liaison Fee will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (sixth) payment

¹ The definitions contained in this Glossary are presented solely for the purpose of this RFP and do not purport to be comprehensive or definitive. Reference is made to the definitions of certain terms contained in the forms of Project Documents contained in Appendix A to this RFP.

immediately after the solar project receives permission to operate. Each payment shall be due within thirty (30) days of receipt of invoice.

“Fixed Management Fee” shall mean a fee of \$2,800 per month for each year of the 15-year MPA to be paid to the Energy Agent by the Supplier for ongoing program support over the 15-year MPA. This Fixed Management Fee equates to \$33,600 per year. The Fixed Management Fee shall be billed monthly with payment due within thirty (30) days of receipt thereof.

“Local Unit” means the Borough of Highland Park.

“Administrative Costs” means the Fixed Administrative Fee, Fee, the Fixed Liaison Fee and the Fixed Management Fee, as same may be adjusted pursuant to the process and other costs as set forth in Section 13 of the MPA and in accordance with the adjustment set forth in Respondents Proposal.

“Project Documents” means the “form Master Performance Agreement”.

“Proposals” means responses to this RFP by photovoltaic development firms.

“Replenishment Fee” shall mean the fee established in accordance with the process set forth in Section 13(4) of the MPA. If any funds are in the Reserve Fund account at the end of the term of the MPA such funds shall be paid directly to the Local Unit.

“Reserve Fund” shall mean the fund established as an escrow by the Local Unit and funded by the Supplier that shall be utilized by the Local Unit, with the advice of and administration by the Energy Agent, to pay shortfalls in revenue to the Supplier that occur if the Annual Sales Amount is not achieved. The Reserve Fund shall be used for the sole purpose of addressing shortfalls in revenues if the Annual Sales Amount is not achieved. In the event that the Reserve Fund requires replenishment, a Replenishment Fee may be established in accordance with the process set forth in Section 13(4) of the MPA. If any funds are in the Reserve Fund account at the end of the term of the MPA such funds shall be paid directly to the Local Unit.

“Respondents” means the photovoltaic development firms that submit Proposals in response to this RFP.

“Master Performance Agreement” or “MPA” means the agreement to be entered into by the Successful Respondent and the Local Unit pursuant to which, among other things, the Company shall provide low cost renewable energy to the Borough of Highland Park’s Subscriber Group from a BPU-approved Community Solar Project.

“Services” means (i) at the Successful Respondent’s sole cost, the designing, permitting, acquisition, construction, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant, in the Local Unit’s BPU’s Year 2 Community Solar Project application, (iii) execution of a Master Performance Agreement in a

form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Borough of Highland Park’s Subscriber Group.

“**Successful Respondent**” or “**Company**” means the Respondent, if any, selected by the Local Unit to provide the Services under this RFP.

**REQUEST FOR PROPOSALS
FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY
PROJECT TO BE A CO-APPLICANT ON THE BOARD OF PUBLIC
UTILITIES YEAR 2 PILOT PROGRAM AND TO ENTER INTO A MASTER
PERFORMANCE AGREEMENT WITH THE BOROUGH OF HIGHLAND
PARK**

Dated, November 13, 2020

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for their Proposal to be considered by the Borough in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a)	Appendix B-1 Proposal Option 1 – Quotation Form.....	()
	Appendix B-2 Respondent Information/Cover Letter	()
	Appendix B-3** Agreement for Proposal Security in Lieu of Proposal Bond....	()
	Appendix B-4** Proposal Bond.....	()
	Appendix B-5 Ownership Disclosure Statement.....	()
	Appendix B-8 Statement of Respondent’s Qualifications	()
	Appendix B-9 Acknowledgement of Receipt of Addenda	()
	Appendix B-11 Disclosure of Investment Activities in Iran.....	()

**Provide Appendix B-5 or B-6, as applicable (Proposal Bond, Cashier’s Check or Certified Check (*RFP Section 4.2*))

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

		CHECK
(a)	Appendix B-6 Non-Collusion Affidavit	()
	Appendix B-7 Consent to Investigation.....	()
	Appendix B-10 Affirmative Action Compliance/Mandatory EEO Language...	()

Appendix B-12	Proposal Checklist	()
Appendix B-13	Political Contribution C. 271.....	()
(b)	Business Registration Certificate (<i>RFP Section 4.12</i>)	()

REQUEST FOR PROPOSALS
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PERFORMANCE AGREEMENT WITH THE BOROUGH OF HIGHLAND
PARK

Dated, November 13, 2020

ARTICLE I

INTRODUCTION AND OVERVIEW

Section 1.1 Introduction

The Local Unit is seeking a Company to be a co-applicant and to develop a Municipal opt-out Community Solar Project as provided for in the BPU Orders through which the Company will provide solar energy from its project and the Local Unit will serve as the Subscriber Organization and enroll customers over the term of the MPA including but not limited to by “opt-out” enrollment and by opt-in contracting.

To that end, the Borough of Highland Park (the “**Local Unit**”) seeking Proposals from solar development firms, also referred to herein as “**Respondents**,” in response to this RFP (“**Proposals**”) to provide the Services. The Respondent, if any, selected by the Local Unit to provide the Services under this RFP shall be referred to as “**Successful Respondent**” or “**Company**.” The Successful Respondent will be required to (i) at the Successful Respondent’s sole cost, the designing, permitting, acquisition, financing, ownership, construction, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant, in the Local Unit’s BPU’s Year 2 Community Solar Project application, (iii) execution of a Master Performance Agreement in a form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Local Unit’s Subscriber Group.

This procurement is being undertaken pursuant to the competitive contracting provisions of the Local Public Contracts Law, specifically, N.J.S.A. 40A:11-4.1(j)) and N.J.S.A. 40A:11-15(44).

Section 1.2 Subscriber Group Included in this Procurement

The Local Unit has or intends to form a Subscriber Group the details of which are included in the Master Performance Agreement, **Appendix A-1** of this RFP.

Section 1.3 Reserved

Section 1.4 The RFP

The Local Unit has issued this “REQUEST FOR PROPOSALS FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY PROJECT TO BE A CO-APPLICANT WITH THE BOROUGH OF HIGHLAND PARK FOR THE BOARD OF PUBLIC UTILITIES YEAR 2 PILOT PROGRAM AND TO ENTER INTO A MASTER PERFORMANCE AGREEMENT WITH THE BOROUGH OF HIGHLAND PARK” Dated, November 13, 2020 (the “RFP”). Proposals received by the Local Unit shall become the property of the Local Unit. The RFP has been issued solely for the purpose of soliciting Proposals related to the Services described in this RFP. No license or grant is conferred or implied to Respondents or to any other person for any purpose.

Section 1.5 Communications Regarding RFP

All comments and questions concerning the RFP must be submitted via email by **December 4th, 2020** to:

highlandparkcommsolarrrfp@gmail.com

with copies to:

Andrew Conte
Belle Gabel
Michaela Benton
Gabel Associates
417 Denison Street
Highland Park, NJ 08904
E-mail: andrew.conte@gabelassociates.com
belle.gabel@gabelassociates.com
michaela@gabelassociates.com

The Local Unit reserves the right, in its sole discretion, to determine whether any proposed revisions to the proposal forms are material or non-material, consistent with law. If deemed non-material, the Local Unit reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to it. Revisions deemed material shall result in Respondent’s Proposal being rejected as non-responsive. **Accordingly, Respondents should pose all questions and suggested revisions to the Local Unit, in accordance with the process established in this Section 1.5. This will permit the Local Unit to consider such proposed revisions prior to the Proposal Submission Date with respect to whether they are reasonable and would improve the Program. If the Local Unit deems such revisions acceptable, it will issue an addendum to the RFP.** The Local Unit reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in this Section 1.5.

Section 1.6 Proposal Submission Date

One (1) original and five (5) copies of sealed Proposals, together with a PDF of the Proposal on a disk or jump drive (please note that in the event of a discrepancy the written documents will govern over the electronic submission), must be received by the Local Unit on or before **1:00 p.m., prevailing time, December 11th 2020**, at which time Proposals will be publicly opened and announced. Proposals must be delivered to:

The Borough of Highland Park
Attn: Borough Clerk
221 South Fifth Avenue
Highland Park, NJ 08904

Respondents shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals. Proposals received after the date and time set forth above shall be returned to the proposer unopened and will not be considered by the Local Unit. Subsequent to the issuance of the RFP, the Local Unit may issue addenda to the RFP to modify, supplement or amend the provisions of this RFP, including the Proposed Procurement Schedule. The addenda will constitute part of the RFP and each Respondent is required to acknowledge receipt of all addenda at the time of submission of its Proposal by executing and submitting the Acknowledgment of Receipt of Addenda (**Appendix B-9**).

Section 1.7 Registration Required

Each Respondent must register with the Local Unit: (i) that it intends to submit a Proposal, (ii) providing the name of its Contact Person and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for all communications during the RFP process, (iii) to access certain important information by following the link located on the website identified below, and (iv) whether it intends to attend the Pre-Proposal Submission Meeting discussed in Section 1.8, below.

Respondents should register immediately upon downloading the RFP from the link located on the Local Unit's website (<https://www.hpboro.com/>) or upon receipt of a hard copy of the RFP from the Local Unit. Registration is effected by e-mailing the information required by (i), (ii) and (iv), above, to andrew.conte@gelassociates.com, belle.gabel@gelassociates.com, and michaela@gelassociates.com and/or mailing a copy to them at the address referenced above.

Section 1.8 Pre-Proposal Submission Meeting

A Pre-Proposal Submission Meeting shall be held on **November 20th, 2020** at **1 PM** via Zoom call. Please email michaela@gelassociates.com for log-in instructions. Potential Respondents are **STRONGLY** encouraged to take part in the Pre-Proposal Submission Meeting. Respondents are also encouraged to have, at a minimum, the persons responsible for coordinating

the financing and technical components of any Proposal in attendance at the Pre-Proposal Submission Meeting.

Section 1.9 Reserved

Section 1.10 Proposed Procurement Schedule

1. **RFP is Issued**
2. **Pre-Proposal Conference.....**
3. **Site Tours**
4. **Last Date for Submission of Written Questions.....**
5. **Proposals Due (1:00 p.m., prevailing time)**
6. **Interviews with Qualified Respondents.....**
7. **Issuance of Evaluation Report**
8. **Award to Successful Respondent.....**
9. **Execution of MPA.....**
10. **Construction Completion.....**

The Local Unit reserves the right to change this schedule from time to time, as circumstances warrant, and no Respondent shall rely on this schedule as a commitment on the part of the Local Unit to proceed within that timeframe.

Section 1.11 Review and Evaluation

The objective of the Local Unit in seeking Proposals to this RFP is to enable the Local Unit to select an entity that will provide the Services in the most complete, dependable and cost effective manner. Using the criteria set forth in Section 5.3 of this RFP, Proposals will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondents to perform, and conformance with the requirements of this RFP and the terms and conditions of the Master Performance Agreement.

Section 1.12 Conditions Applicable to Proposals

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. The issuance of the RFP is not intended to, and shall not be construed to, commit the Local Unit to execute any agreement.
2. The Local Unit reserves the exclusive rights set forth in Section 1.13 hereof.
3. Neither the Local Unit, nor any of its respective consultants shall be liable for any claims or damages resulting from the solicitation or receipt of Proposals in response to this RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Local Unit, and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Local Unit and will not be returned.
6. Reasonable efforts will be taken by the Local Unit to keep confidential, as permitted by law, such information that is properly identified by Respondent as being confidential or proprietary in nature in accordance with Section 3.1.
7. All activities related to the provision of the Services described herein, shall be subject to compliance with all applicable federal, State and local laws, regulations and/or other applicable requirements.
8. Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, may result in the rejection of the Proposal by the Local Unit.
9. All documentation and information provided by the Local Unit in connection with this RFP are believed to be accurate and correct; however, the Local Unit makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Local Unit in accordance with Section 1.5 hereof if it believes that any information provided herein is not accurate and/or correct.
10. During the RFP process and prior to the award to a Successful Respondent, no contact shall be made by a prospective Respondent, or any of their agents or advisors or contract parties, including subcontractors and counsel, with any council member, mayor or staff of the Local Unit, or any of its agents, advisors or contract

parties, except (i) as expressly provided for in this RFP and (ii) in compliance with Section 1.5 of this RFP. Failure to abide by these guidelines is cause for rejection of an otherwise qualified Proposal. Respondents are responsible for the actions of their agents, advisors or contract parties relative to these provisions.

11. It shall be expressly understood by all potential and actual respondents, including the Successful Respondent, that such respondents should consult with, and rely upon, their own tax advisors in connection with all Federal and State tax matters in this RFP, and that neither the Local Unit nor its advisors are rendering any advice or opinion in connection with such tax matters.

Section 1.13 Rights of the Local Unit

The Local Unit reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To reject all Proposal(s) or any Proposal(s) deemed to be non-responsive to the RFP.
2. To supplement, amend, or otherwise modify the RFP.
3. To change or alter the schedule for any events called for in the RFP. The Local Unit shall use commercially reasonable efforts to maintain the Proposed Procurement Schedule set forth in Section 1.10, but failure to do so shall not serve as a basis for any challenge under this RFP, to which all Respondents agree by their submission of a Proposal.
4. To conduct investigations of any or all of the Respondents and their Proposals as the Local Unit deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or project referenced in its Proposal, and to request additional information to support the information included in any Proposal.
5. To decline to make an award under this RFP for any purpose.
6. To abandon this procurement process at the Local Unit's convenience at any time, for any reason.
7. To select the Proposal that, in the Local Unit's sole judgments, best serves their respective interests.
8. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.

9. To make an award under this RFP subject to final adoption of all necessary authorizations.
10. To interview any or all Respondents.

Section 1.14 Examination of Documents; Familiarity with the Requirements of the RFP

It is the responsibility of each Respondent, before submitting a Proposal, to examine the RFP thoroughly, and become familiar with and consider all federal, State and local laws, regulations, ordinances, special site conditions, permits, approvals, electric utility requirements and restrictions and orders that may affect the provision of Services and/or the obligations of the Successful Respondent under this RFP.

Should a Respondent find discrepancies or ambiguities in, or omissions from the RFP, or should a Respondent be in doubt as to the meaning of any provision in the RFP, Respondent shall immediately notify the Local Unit in writing, seeking an interpretation or correction in accordance with Section 1.5. Each Respondent is responsible for confirming receipt of any facsimile or email materials to the Local Unit.

Any interpretation or correction of the RFP will be made by the Local Unit by written addenda available to all Respondents through publications accessed via a link located on the Local Unit's website, and through an e-mail notification to Respondents' respective Contact Persons. Addenda so issued will become part of the RFP. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or by the Local Unit.

Before submitting a Proposal, each Respondent, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Respondent deems necessary to complete its Proposal. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the requirements of this RFP, the Services to be performed, or its Proposal.

The submission of a Proposal will constitute a conclusive and binding representation by the Respondent that Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Local Unit has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performance hereunder.

ARTICLE II

SCOPE OF SERVICES

Section 2.1 Services Being Procured

The Successful Respondent shall be responsible for: (i) at the Successful Respondent's sole cost, the designing, permitting, acquisition, construction, ownership, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant, in the Local Unit's BPU's Year 2 Community Solar Project application, (iii) execution of a Master Services Agreement in a form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Borough of Highland Park's Subscriber Group (collectively, the "Services").

The MPA includes other provisions to provide financial and revenue security to the Successful Respondent, including a provision for full subscription up to Project production levels, annual reconciliation, certain adjustments to the Service Fees to adjust for cost changes, and establishment and Replenishment Fee of a Reserve Fund as a backstop to secure revenues to the Supplier.

Additionally, the Successful Respondent shall be required to pay Administrative Costs, as specified below and in the Master Performance Agreement. As of the issuance of this RFP the Administrative Costs are as follows. To the extent these Administrative Costs are adjusted, the Successful Respondent shall be permitted to adjust its PPA Price to reflect said change as provided for in the Master Performance Agreement.

- 1) A Fixed Administrative Fee of \$220,000 shall be paid to Gabel Associates in full by, and become a Payment Obligation of, the Successful Respondent with \$75,000 due at the time of execution of the Master Performance Agreement and \$145,000 due upon BPU conditional acceptance of the BPU Application.
- 2) A Fixed Liaison Fee of \$4,000 per month shall be paid to Gabel Associates by, and become a Payment Obligation of, the Successful Respondent for an estimated six (6) months over the term of project construction, for a total of \$24,000. This will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (sixth) payment immediately after the solar system receives permission to operate. Each payment is due with thirty days of receipt of invoice.
- 3) A Fixed Management Fee of \$2,800 per month shall be paid to Gabel Associates by, and become a Payment Obligation of, the Successful Respondent for ongoing program support over the term of the 15-year PPA. This equates to \$33,600 per year. This will be billed monthly with payment due within thirty days thereof.

Pursuant to the Master Performance Agreement, the Successful Respondent will sell solar energy from its project to the Subscriber Group pursuant to the terms and conditions contained in the Master Services Agreement at the rate included in the Successful Respondent's Proposal.

The Subscriber Group for the Community Solar Project being proposed by the Local Unit is an opt-out municipal LMI approach for individually metered customers provided for by the BPU Orders, and opt-in for master metered accounts. The Local Unit shall take responsibility as the Subscriber Organization for the enrollment of customers, billing and customer engagement so as to assure payment by customers to the Successful Respondent. The opt-out approach is designed to provide more reliable, sustainable and adequate revenue to the Successful Respondent, as provided for in the MPA.

PLEASE NOTE specifically that as set forth in Article 11, Section 11(f) of the MPA, Adjustments to the Fixed Management Fee, the establishment of a New Fee, or a Replenishment Fee shall cause an adjustment to the Service Fee. Such adjustment to the Service Fee shall be equal to the total annual amount of such fees divided by the Annual Sales Amount. In no event shall such adjustment to the Service Fee cause the Service Fees to be greater than 80% of the retail credit.

Further, it is anticipated, but the Local Unit cannot assure, that the Successful Respondent will be entitled to certain federal income tax benefits associated with the Renewable Energy Project, all as more fully described herein.

The Successful Respondent shall perform the Services at all times in compliance with all State, federal and local laws, rules regulations and permits, and in accordance with the terms and provisions of this RFP.

Section 2.2 Reserved

Section 2.3 Proposal Option

The Local Unit is seeking proposals on one (1) **MANDATORY** Proposal Option.

Please be advised that Respondent(s) may not submit proposals that are contingent upon any condition, event, or occurrence.

MANDATORY – “Proposal” means (i) at the Successful Respondent's sole cost, the designing, permitting, acquisition, construction, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant, in the Local Unit's BPU's Year 2 Community Solar Project application, (iii) execution of a Master Services Agreement in a form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Borough of Highland Park's Subscriber Group.

ARTICLE III

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Section 3.1 Confidentiality of Materials/Disclosure of Information

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Local Unit will attempt to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify each page of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposal to assist the Local Unit in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

"The data on pages ____ identified by ____ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Local Unit determines it proper or to the extent that the Local Unit deems disclosure necessary according to law. If an award is made under this RFP to (Respondent), as the Successful Respondent, the Local Unit will have the right to use or disclose the data as permitted or required by law."

The Local Unit will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Local Unit assume no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

Section 3.2 Withdrawal of Proposal

A Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals, provided, however, that a written request to withdraw the Proposal is hand delivered to the Local Unit, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Local Unit prior to the commencement of opening of the Proposals.

Section 3.3 Disposal of Proposal

All Proposals are the property of the Local Unit and will not be returned. At the conclusion of the procurement process, the Local Unit may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal, the Local Unit will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided such

information is properly identified in accordance with Section 3.1 hereof. In no event will the Township assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

Section 3.4 Proposal Submission

All Proposals must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and as applicable. The Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

Each of the instructions set forth in this Article III must be followed in order for a Proposal to be deemed responsive to the RFP. In all cases, the Local Unit reserves the right to determine, in its sole discretion, whether any aspect of the Proposal meets the submission requirements of the RFP. The Local Unit reserves the right to reject any Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this RFP. In addition, notwithstanding any of the provisions hereof, the Local Unit reserves the right to waive any informality in the Proposals.

Section 3.5 Form of Proposal

Respondents shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

- A. Proposals shall be bound in a three-ring binder; if materials are too voluminous to be bound in one volume, additional binders may be used but they must be clearly marked as Volume 1 of 2; Volume 2 of 2, etc.
- B. Proposals shall be concise, clear, factual, and complete, with a minimum of extraneous material.
- C. Proposals shall be indexed and sectioned and shall be prefaced with a table of contents.
- D. Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper.
- E. Conceptual solar layouts, maps and drawings must be attached.

Section 3.6 Organization of Proposals

Proposals submitted in response to this RFP shall be organized as follows:

- Section I. Respondent Information/Cover Letter (Appendix B-2)
- Section II. General Information
- Section III. Respondent's Financial Information
- Section IV. Technical and Project-Related Information

- Section V. Quotations Form (Appendix B-1)
- Section VI. All Other Appendix B Proposal Forms (Appendices B-3 through B-12)
- Section VII. Other Submission Requirements
- Section VIII. Supplemental Information

Section 3.7 Respondent Information/Cover Letter

Section I of the Proposal shall contain Respondent's Information/Cover Letter Form on the official letterhead of the Respondent (in form and content exactly as set forth in **Appendix B-2**) and shall be signed by an authorized representative of the Respondent who is empowered to sign the Proposal and to commit the Respondent to the obligations contained in the RFP.

Section 3.8 General Information/Submittal Requirements

Section II of the Proposal shall contain the following information in the following order:

- A. Proposals must include the legal name of the Respondent and a statement identifying Respondent as a sole proprietor, joint venture, partnership, special purpose entity, corporation or other legal entity, as appropriate. The Proposal must indicate whether the Respondent intends to form a special purpose entity with respect to the Renewable Energy Projects. If Respondent intends to form a special purpose entity, please identify the members of the special purpose entity including the names, addresses and telephone numbers for all members of the special purpose entity and also state the nature and percentage of Respondent's ownership interest in the special purpose entity.
- B. The Proposal shall be executed by the person(s) legally authorized to bind the Respondent, and accompanied by a resolution or other appropriate evidence of its/their authority to bind the Respondent. A Proposal by a corporation shall provide the state of incorporation and evidence of Respondent's qualification to do business in New Jersey.

Section 3.9 Respondent's Financial Qualifications

In Section III Respondent shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.

Section 3.10 Technical and Project-Related Requirements and Submittals

A. The Respondent shall provide the following information related to the solar renewable energy project; this information shall be provided in an exhibit to the Respondent's Proposal:

- i. Location (including street address, block and lot information and a map);
- ii. Site Control (evidence that the Respondent has site control for the location of the solar renewable energy project);
- iii. Land Owner Contract Information (if Respondent is not the landowner);
- iv. Status (is the project permitted, designed or under construction);
- v. Project size(proposed or actual, as applicable)
- vi. Project Schedule (schedule for completion of the solar renewable energy project)
- vii. Status of all applicable permit applications and copies of all permits received to date;
- viii. Information concerning Respondents construction and operation and maintenance contractors
- ix. Whether the project will be on a roof, landfill, add
- x. Specific information as specified as requirements in the BPU Application as listed in Appendix B-1.

B. In order to have a complete application to the BPU, certain information required by the BPU Application must be provided by the Successful Applicant. Accordingly, this information (as listed in Appendix B-1) shall be submitted in this Proposal.

C. Project size shall not exceed 5 MW DC. Capacity between 2 to 5 MW DC is preferred.

D. Project location must be in the PSE&G territory. Location in or contiguous to the Local Unit is preferred but not required.

Section 3.11 Proposal Forms

A. The following forms shall be completed and executed, where appropriate, and submitted with Respondent's Proposal:

1. Appendix B-1: Quotation Forms
2. Appendix B-2: Respondent Information / Cover Letter Form
3. Appendix B-3: Agreement for Proposal Security In Lieu of Proposal Bond*
4. Appendix B-4: Proposal Bond*
5. Appendix B-5: Ownership Disclosure Statement
6. Appendix B-6: Non-Collusion Affidavit

7. Appendix B-7: Consent to Investigation
8. Appendix B-8: Statement of Respondent's Qualifications
9. Appendix B-9: Acknowledgement of Receipt of Addenda
10. Appendix B-10 Affirmative Action Compliance Notice/EEO
Mandatory Language
11. Appendix B-11 Disclosure of Investment Activities in Iran
12. Appendix B-12 Proposal Checklist
13. Appendix B-13 Political Contribution C. 271

* Submit either Form B-3 or Form B-4.

B. Respondents are advised that any material revisions to **Appendix A-1**, and/or the Proposal Forms may result in Respondent's Proposal being rejected as non-responsive. If Respondent proposes to make any revision(s) to **Appendix A-1** and/or the Proposal Forms, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, at Section B6 of **Appendices B-1**. The Local Unit reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Local Unit reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable.

Section 3.12 Other Submission Requirements

Section VII of Respondent's Proposal shall contain the following:

- A. Total Amount of Uncompleted Contracts Form DPMC 701 (*RFP Section 4.14*)
- B. Business Registration Certificate (*RFP Section 4.12*)

Section 3.13 Supplemental Information to Be Provided at Respondent's Option

A. Each Respondent shall include in Section VIII of its Proposal any other information that it deems relevant or useful for the Local Unit to consider in evaluating Respondent's Proposal. Respondents should include any concerns regarding the solar renewable energy project or any information or suggestions that the Respondent deems relevant to the Local Unit.

ARTICLE IV

GENERAL MATTERS

Section 4.1 Time for Award

Respondents should note that any award under this RFP shall be made by Resolutions of the Local Unit within sixty (60) days of receipt of Proposals, unless extended, at the request of the Local Unit, by the Respondent(s) in the Respondent(s)' sole discretion.

Section 4.2 Proposal Security

Each Respondent shall submit with its Proposal a certified check, cashier's check or Proposal Bond in the amount of \$20,000, payable unconditionally to the Local Unit. The Proposal Bond shall be substantially similar in form to **Appendix B-4**. The Proposal Bond shall be accompanied by Power of Attorney for the full amount of the Proposal Bond from a surety company authorized to do business in the State of New Jersey. The check or bond of the Successful Respondent to whom the Master Performance Agreement is awarded shall be retained until a Master Performance Agreement, and all other required documents are executed.

All proposal security will be returned in accordance with law. No interest shall be allowed upon any certified or cashier's check.

Section 4.3 Reserved

Section 4.4 Reserved

Section 4.5 Insurance Requirements (note: Under review, may be narrowed as project is not on site)

(A) The Successful Respondent will be required to obtain and maintain in force at all times during the term of the Master Performance Agreement as a direct cost of operation, insurance coverage as directed by the Local Unit. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey and rated not less than A-VIII by the most current Best's Manual. Furthermore, said insurance company or companies must be approved by the Local Unit. It is anticipated that such coverage shall include, at a minimum, the following:

(1) Comprehensive General Liability Coverage in the amount of \$1,000,000. Each Occurrence; \$1,000,000 Personal & Advertising Injury Limit; \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. This coverage must be in writing on Occurrence Form – Insurance Services Offices – (ISO Form CG0001 (Ed. 12/07; 12/04 or 10/01), claims made policies are not acceptable.

This coverage must be in writing on an occurrence form, claims made policies will be unacceptable. This Comprehensive General Liability insurance shall cover the Successful Respondent, the Local Unit, their employees, agents, directors and officers from and against any claim arising out of any action of the Successful Respondent or any subcontractors, or the Successful Respondent's failure to comply with the terms of the Lease Agreement. Such policy or policies of insurance shall include coverage for claims of any persons as a result of an incident directly or indirectly related to the employment of such persons by the Successful Respondent or by any subcontractors or other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Lease. The policy shall also be endorsed to include coverage for products, completed operations, and independent contractors and **MUST BE CARRIED FOR A MINIMUM OF TWO (2) YEARS AFTER COMPLETION OF THE PROJECT.**

Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured: Name of Additional Insured – Any engineer, architect or surveyor under contract with the Local Unit. Limited Contractual Liability coverage for Personal and Advertising Injury (CG2272): Designated Contract or Agreement: All work performed for or on behalf of the Local Unit.

Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404) – Applies to: the Local Unit, and to their employees, agents, officers and directors as additional insured.

Regarding Commercial General Liability Form CG0001, there shall not be any of the following endorsements restricting coverage:

- No amendment or additional restriction to Exclusion b (Contractual) or amendment to the definition of “Insured Contract”
- No amendment or additional restriction to Exclusion f (Pollution Exclusion)
- No amendment or restriction with regard to one insured bringing an action against another insured

(2) Casualty and Property Damage in an amount equal to the replacement value of all Renewable Energy Projects.

(3) Workers' Compensation Coverage as statutorily required by the State of New Jersey for all employees of Successful Respondent. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.

(4) Excess Liability Coverage, in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate, shall be in the form of an Umbrella policy “follow form excess” policy, but in no event shall coverage be no more restrictive than underlying insurance for: Commercial General Liability; Business Automobile Liability; Employer's Liability. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

(5) Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000 – Symbol 1 “Any Auto,” shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles that may be used by the Successful Respondent in connection with the Services required under the Lease. This coverage must be in writing on Insurance Service Form (ISO) – Form CA 0001 Edition 03 06.

(B) Contractor’s Pollution-Professional Liability in an amount not less than \$2,000,000 shall be maintained. This Contractor’s Pollution-Professional Liability insurance shall cover the Successful Respondent, each of the Local Unit and their respective directors, employees, agents and officers as additional insureds from and against any claim arising out of any action of the Successful Respondent or any subcontractors or the Successful Respondent’s failure to comply with the terms of the Lease Agreement.

(C) All such insurance coverage, with the exception of Workers’ Compensation, shall name each of the Local Unit and their respective employees, agents, officers and directors as additional insured hereunder.

(6) Evidence of such coverage being in place will be promptly delivered to each of the Local Unit prior to the commencement of the term of the Lease Agreement. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least thirty (30) days prior notice to each of the Local Unit, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, the Successful Respondent will provide each of the Local Unit with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for the Lease Agreement. All contractors working for the Successful Respondent will also be required to maintain all insurance coverages listed above.

Section 4.6 Indemnification

The Successful Respondent shall defend, indemnify, and save harmless each of the Local Unit, and its respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, as well as the Subscriber Group from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Successful Respondent, including, but not limited to expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or Natural Resource Damage claims.

Local Unit (and its agents and contractors) Do Not Assume Payment or Credit Risk. As between the Local Unit and Community Solar Project, the Community Solar Project shall be responsible for the risk of non-payment by any Participating Residential Account which payment will be governed by sections provisions of the MPA, as well as any and all other revenue shortfalls. The Subscriber Organization shall use opt-out and other enrollment procedures defined herein to maintain Full Enrollment. The Local Unit (and its agents and contractors) do not assume and are

not responsible for payment from participating customers or for any other revenue shortfalls incurred by the Community Solar Project.

Section 4.7 Reserved

Section 4.8 Reserved

Section 4.9 Affirmative Action/EEO Compliance Notice

The Successful Respondent shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. (Affirmative Action/Equal Employment Opportunity), as set forth in **Appendix B-11**.

Section 4.10 Prevailing Wage

As required by N.J.S.A. 34:11-56.25 et seq., all persons working for the Successful Respondent on the solar renewable energy project, are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Successful Respondent from paying more than the prevailing wage rates to workers employed on the Renewable Energy Project.

Section 4.11 Reserved

Section 4.12 Business Registration Certificate

It is preferred that Respondents submit with their Proposals, a copy of their Business Registration Certificates (BRC) and the BRCs of all named subcontractors, pursuant to N.J.S.A. 52:32-44. BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at www.nj.gov/treasury/revenue/taxreg.htm.

Section 4.13 Disclosure of Contributions to New Jersey ELEC

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Section 4.14 Reserved

Section 4.15 Buy American Statutes

The Successful Respondent and its subcontractors must comply with N.J.S.A. 40A:11-18 and N.J.S.A. 52:33-2 and 3 requiring that only manufactured and farm products of the United States, where available, shall be used by the Successful Respondent and its subcontractors. Note, however, that public entities, such as the Local Unit, may in its reasonable discretion, consider foreign products based on cost, quality and other factors as compared to American-made products. Delta Chemical Corp. vs. Ocean County Utilities Authority, et al., 231 N.J.Super. 180, 196 (Law Div. 1988), rev.'d in part, aff'd in part, 250 N.J. Super. 395 (App. Div. 1991).

Section 4.16 Compliance with All Laws and Regulations

The Successful Respondent shall comply with any and all applicable federal, State and local laws, codes, ordinances and regulations as they pertain to the Renewable Energy Project. The Successful Respondent shall pay all regulatory fines and penalties, without limitation, assessed against the Local Unit, or the Successful Respondent for the Successful Respondent's non-compliance, and any reasonable attorneys' and consultants' fees incurred by the Local Unit. The Successful Respondent shall comply with and shall satisfy, and shall pay all costs or fees associated with all regulatory requirements pertaining to the above.

Section 4.17 Permits and Approvals

The Successful Respondent shall be obligated to obtain, at its sole cost and expense, all permits and approvals required for construction and installation of the solar renewable energy project.

Section 4.18 Records Retention

Pursuant to N.J.A.C. §17:44-2.2, the Successful Respondent shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

ARTICLE V

EVALUATION AND SELECTION PROCESS

Section 5.1 General

The Local Unit, through an evaluation team, shall review Proposals in accordance with the Evaluation Criteria set forth in this Article V and the Evaluation Matrix attached hereto as **Appendix C**. The objective of the Local Unit in seeking Proposals to this RFP is to enable it to select an entity that will provide the Services in the most complete, dependable and cost effective manner. Each Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken, the ability of the Respondent to perform, and conformance with the requirements of this RFP.

Section 5.2 Interviews

The evaluation team may conduct one or more interviews with qualified Respondents prior to any award to a Successful Respondent for clarification of any response to this RFP. Interviews shall not be a forum to engage in negotiation. By submission of a Proposal and without any further action, each Respondent acknowledges and agrees that is has accepted both the scope of the Services and the material terms of the RFP, including all required documents and relevant Appendices. Interviews are part of the evaluation criteria and process. Failure to comply with an interview request may disqualify a Respondent from consideration under this RFP.

Section 5.3 Evaluation Criteria

The following criteria shall be applied in determining the Successful Respondent.

- A. The proposed cost for the energy supplied to the Subscriber Group.
- C. The Respondent's general approach and plans in meeting the requirements of this RFP.
- D. The Respondent's detailed approach and plans to perform the Services as set forth in this RFP.
- E. The degree to which the Respondent addresses the requirements of the BPU application including the "Higher Preference" criteria provided for the BPU's Round 2 Application.
- F. The status of the Respondent's solar renewable energy project, including site control, designs, permits and approvals and overall construction schedule;

G. The Respondent's documented experience in successfully completing Projects in New Jersey.

H. The qualifications of the Respondent's management, supervisory and other key staff assigned to perform the Services, with emphasis upon documented experience in successfully completing renewable energy projects of a similar size and scope to those required by this RFP.

H. The overall ability of the Respondent to mobilize, undertake and successfully and timely complete the Services. This judgment will include the qualifications, number, and availability of management, supervisory and other key staff assigned to the Project and the Respondent's management plan for the performance of the Services, and the reasonableness of the construction schedule provided.

I. The financial strength of the Respondent, including details about how the project will be financed, the sources and structure of that financing, and any partnerships or relationships among the parties that may be involved in the delivery of the Respondent's proposed solution.

J. The Respondent's demonstrated knowledge of State laws and regulations for permitting and construction of Renewable Energy Project and State and federal renewable energy programs, requirements, regulations and financial incentive programs.

Section 5.4 Basis for Award

After completion of the review of proposals and any clarifications consistent with the RFP, and after any interviews as contemplated in the RFP, the evaluation team shall evaluate the Proposals in accordance with the Evaluation Criteria in Section 5.3 and the Evaluation Matrix (Appendix C), and prepare a report evaluating and recommending an award to the Successful Respondent, if any. Award of a contract, if any, shall be made by resolution of the Local Unit at a public meeting set forth in the Proposed Procurement Schedule.

APPENDIX A
PROJECT DOCUMENTS

APPENDIX A-1

**FORM OF MASTER PERFORMANCE AGREEMENT
Master Performance Agreement**

Between

**Borough of Highland Park, New Jersey
[Local Unit / Subscriber Organization]**

And

[Supplier]

For the Provision of Community Solar Project Services

This Master Performance Agreement (“Agreement”) is entered into as of this ____ day of _____, 2020, (“Effective Date”) by and between the Borough of Highland Park (Local Unit” or “Subscriber Organization”), in Mercer County, New Jersey, located at 400 Witherspoon Street Highland Park, NJ 08540, and _____ (“Supplier”), a corporation with its principal place of business at _____, (collectively, “Parties”).

RECITALS

WHEREAS, the Borough of Highland Park, a Borough in the State of New Jersey, adopted Resolutions ____ on _____, which established the Community Solar Program (“Program”), a government Community Solar Project program pursuant to the Clean Energy Act and implementing rules adopted by the New Jersey Board of Public Utilities (“BPU”); and

WHEREAS, Resolution _____ memorializes the Local Unit’s intent to solicit proposals for a Community Solar Project for low and moderate income residents, and to enter into an Agreement; and

WHEREAS, the Local Unit issued of a Request for Proposals dated ____ (the “RFP”) for the provision of solar energy pursuant to the BPU orders; and

WHEREAS, the Local Unit accepted proposals on _____ in response to the RFP; and

WHEREAS, following an evaluation of the proposals received, the Local Unit selected the Supplier as the Successful Respondent in response to the RFP pursuant to Resolution _____ on _____; and

WHEREAS, Local Unit desires that the Supplier install on Supplier's site one or more integrated assemblies of photovoltaic panels, mounting assemblies, inverters, converters, metering, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, all as described in overview form in Exhibit --- to be located on a portion of the Site as detailed in Exhibit ; and

WHEREAS, Supplier desires to sell, and Local Unit desires to apply to the Board to be approved as a Pilot Community Solar Project in accord with the Board Orders to have Supplier's Solar Energy be used for its Program.

WHEREAS, both Parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform its obligations hereunder; and

WHEREAS, by this Agreement, Local Unit and Supplier desire to enter into a mutually beneficial relationship whereby Supplier shall provide Solar Energy to Participating Residential Customers and the Local Unit shall be the Subscription Organization and provide other services necessary to fulfill the obligations of this Agreement.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
Definitions

“Account Annual Use” means the estimated annual energy use of a Participating Residential Account based on usage history of the account.

“Administrative Fees” means reimbursable Program costs as specified in this Agreement.

“Allocated Share” shall mean the Account Annual Use of a Participating Residential Account divided by annual Energy Production.

“Annual Sales Amount” means the amount of Solar Energy sales to be made to Participating Residential Accounts that in aggregate is determined to provide adequate revenue to the Project.

“Award Letter” means the notice of contract award letter or Resolution issued by the Local Unit on _____ notifying Supplier that it has been designated the selected solar supplier as a result of the Local Unit's Request for Proposals dated _____, which is attached hereto as **Appendix A**.

“Basic Generation Service” or “BGS” means electric generation service that is provided to any customer that has not chosen an electric power supplier, as defined herein, whether or not the customer has received offers for competitive supply options; including, but not limited to, any customer that cannot obtain such service from an electric power supplier for any reason, including non-payment for services. Basic Generation Service is not a competitive service and shall be fully regulated by the BPU.

“Bill Credit” means the amount of EDC bill reduction provided to Participating Residential Accounts and determined pursuant to the BPU Orders and the monthly usage of a Participating Residential Account.

“BPU” or “Board” means the New Jersey Board of Public Utilities, or its successor.

“BPU Application” means the Community Solar Pilot Program Application submitted to the New Jersey Board of Public Utilities by the Local Unit and the Community Solar Project.

“BPU Orders” means the Orders and regulations of the BPU which govern New Jersey’s Community Solar Program.

“Community Solar Administrative Services” means various administrative services to be performed by the Energy Agent in support of the Program including supporting the Local Unit in meeting its responsibilities as a Subscriber Organization, as set forth in Article 6 of this Agreement.

“Electric Distribution Company” or “EDC” means an electric public utility, as defined in the BPU rules, in whose service territory the Local Unit is located.

“Energy Agent” means a company authorized by the Local Unit to provide Community Solar Administrative Services, manage the Subscriber Organization and provide overall support for the Program, on behalf of the Local Unit at no direct, out-of-pocket expense to the Local Unit, and which does not take title to the Solar Energy sold; specifically with respect to this Agreement, the Energy Agent is Gabel Associates, Inc or a subsidiary of Gabel Associates, Inc.

“Energy Production” means the estimated, weather-normalized, amount of Solar Energy generated and delivered by the Project using industry accepted models and based on P/50, or other amount agreed upon by the Parties.

“Full Enrollment” means the level of enrollment of Participating Residential Accounts that is reasonably calculated to be equivalent to the Annual Sales Amount on an annual basis, where the first year is prorated based on the Effective Date of this Agreement .

“kWh” means kilowatt-hours, or 1,000 watt-hours of electric energy consumption or generation as measured by the EDC meter.

“Participating Residential Accounts” or “Account” means residential electric accounts or master metered accounts primarily serving residential users located within the Local Unit that are participating in the Program, pursuant to the enrollment process provided for in this Agreement.

“Program” means the Community Solar Program managed by the Local Unit pursuant to BPU orders and including Solar Energy provided to low and moderate income customers as enrolled by the Subscriber Organization.

“Project” means solar system installed by Supplier.

“PJM ISO” means the PJM Interconnection, LLC, an independent system operator (“ISO”) operating the regional electric transmission system in the Mid-Atlantic region, including New Jersey, and surrounding states.

“RFP” means the Request for Proposals for Community Solar Energy issued by the Local Unit on ____, including any addenda thereto, attached hereto as Appendix B.

“Service Fee” means the \$/kWh price for Solar Energy, inclusive of all costs for the Solar Energy, and inclusive of Administrative Fees and adjustments thereof.

“Solar Energy” means solar energy as measured in kWh provided by the Supplier from the Project, which has been proposed pursuant to the RFP and provided pursuant to the Agreement.

“Subscriber Organization” means the Local Unit and the entity defined by BPU Orders that works to acquire original subscribers for the Program, acquires replacement subscribers over the lifetime of the Program, manages subscriptions for the Program and provides related services.

"Third Party Supplier" or “TPS”, otherwise referred to in BPU rules as a licensed “electric power supplier," means a person or entity that is licensed by the Board to offer, and to assume the contractual and legal responsibility to provide, electric generation service for use by retail customers. This term includes, but is not limited to, load serving entities, marketers and brokers that offer or provide electric generation service for use by retail customers. An electric power supplier generates electricity or buys electric generation, and sells it to others for use by retail customers. An electric public utility that provides electric generation service only for the purpose of providing basic generation service is not a TPS.

“Third Party Supply Service” means Electric Generation Service provided by a BPU-licensed Third Party Supplier.

ARTICLE 2 **General Requirements**

2.1 Local Unit Obligations and Authority.

2.1.1 Local Unit hereby authorizes the Supplier to be a co-applicant on the BPU Community Solar Application.

2.1.2 If the Community Solar Application is approved by BPU, the Local Unit hereby authorizes the Supplier to provide Solar Energy from its Project to Participating Residential Accounts enrolled by the Subscription Organization in accordance with the terms and conditions contained herein.

2.1.3 Local Unit shall meet its obligations as set forth in Article 6 of this Agreement.

2.2 Supplier Obligations.

- 2.2.1 Supplier shall be a co-applicant on the Application.
- 2.2.2 Supplier shall provide Solar Energy to Participating Residential Customers pursuant Article 3 of this Agreement and meet its other obligations as set forth in this Agreement.
- 2.2.3 Supplier shall meet its obligations in supporting the Subscription Organization as set forth in this Agreement
- 2.2.4 Supplier shall familiarize itself with and comply with BPU Orders.
- 2.3 Term of this Master Performance Agreement. The term of service of this Agreement shall begin on the Effective Date and continue for fifteen (15) years from the Commercial Operating Date of the Project (the “Initial Term”). If then authorized by applicable New Jersey law, the Initial Term of Agreement may be extended by mutual consent and written agreement of both Parties, such written agreement extending the Initial Term to be executed by both Parties no later than sixty (60) days prior to end of the Initial Term, and otherwise in accordance with applicable law.
- 2.4 Residential Accounts – Pre-Enrollment Opt-Out. Individual residential accounts shall have the opportunity to opt-out of the Program during a 30-day period prior to the initial enrollment. There shall be no penalty, early termination fee or any other fees imposed upon a residential account that exercises its pre-enrollment opt-out rights as set forth herein. Notwithstanding this opportunity, the Subscriber Organization shall maintain Full Enrollment in the Program by subscribing additional customers as needed.
- 2.5 Residential Accounts – Post-Enrollment Opt-Out. After the initial enrollment of a residential account for Program, such individual Participating Residential Account shall have the right to submit an opt-out request to the Energy Agent, in which case participation shall be terminated for that residential account by the Energy Agent as soon as practicable after such request is made, all in accordance with EDC procedures and BPU Orders. There shall be no penalty, early termination fee or any other fees imposed upon a Participating Residential Account that exercises its post-enrollment opt-out rights as set forth herein. Notwithstanding the exercise of opt-out rights by a Participating Residential Account, the Subscriber Organization shall maintain Full Enrollment in the Program by subscribing additional customers as needed.
- 2.6 Term of Service for Purchasing Solar Energy – Participating Residential Accounts. Participating Residential Accounts that are individually metered and do not exercise their opt-out rights during the initial 30-day pre-enrollment period as provided for in Section 2.5 of this Agreement shall be submitted by the Energy Agent to the EDC, pursuant to the Community Solar protocols established by the EDC, and such accounts shall be given the opportunity to take Solar Energy for a period of fifteen (15) years from Commercial Operation Date of the Project.

2.7 Customer Enrollment. Customer enrollment shall be provided by the Subscriber Organization pursuant to one of the following protocols, with the Energy Agent administering such activities:

- a) Customer enrollment of master metered accounts. In the case of master metered accounts, the Subscriber Organization shall enroll the customer through an executed agreement or other document binding such customer to pay for the Solar Energy for an agreed upon term at the rates provided for in this Agreement. Such customer's account shall then be a Participating Residential Account for purposes of this Agreement. Customer shall pay within thirty (30) days of receipt of an invoice. Customer shall pay a late payment fee of 1% of the delayed payment amount, calculated on a monthly basis, unless another late payment is mutually agreed upon between Supplier, Participating Residential Customer and the Local Unit. Customer Payments shall be made directly to a bank account designated and controlled by the Supplier.
- b) Customer enrollment of individually metered accounts. The Subscriber Organization shall enroll low and moderate income customers on an opt-out basis who shall then be Participating Residential Accounts for purposes of this Agreement. Such low and moderate income customers shall meet the requirements as defined by the Board Orders. Customer Payment shall be made directly to a bank account designated and controlled by the Supplier.
- c) Billing shall be provided through consolidated billing on the EDC's bills through the process adopted by the EDC. The Subscriber Organization shall direct the EDC to make payments directly to a bank account designated and controlled by the Supplier.
- d) In the event the EDC does not provide consolidated billing for Solar Energy, the Subscriber Organization through the Energy Agent shall render bills with customer payment made directly to a bank account designated and controlled by the Supplier. Each Participating Residential Account shall pay for the Solar Energy within thirty (30) days of invoice receipt and be eligible for termination of service from the Program after sixty (60) days as determined by the Subscriber Organization.

2.8 Administration of Customer Account Enrollment and Solar Energy Sales. In order to provide customer savings, maintain Full Enrollment, and provide for predictable and reliable revenue to the Supplier from the sale of Solar Energy from the Project, the Solar Energy shall be sold in accordance with the following procedures, as administered by the Energy Agent:

- a) The Energy Agent shall estimate the portion of the Annual Sales Amount that will be allocated and sold to each Participating Residential Account, which shall be reasonably equivalent to the annual Energy Production multiplied by the Allocated Share. The Annual Sales Amount for all such Participating Residential Accounts, in aggregate, shall be reasonably equivalent to the annual Energy Production from the Project.
- b) In no event shall the amount of Solar Energy to be provided to a Participating Residential Account exceed its Account Annual Use.
- c) The Energy Agent shall enroll Accounts in accord with each customer's Account Annual Use, until the sum of the Account Annual Use for all Participating Residential Accounts shall approximate 100% of the Energy Production.

- d) If an Account terminates participation in the Program pursuant to Section 2.4 or 2.5, then the Energy Agent shall enroll additional accounts such that the aggregate Annual Sales Amount is achieved.
- e) The Energy Agent may adjust the Account Annual Use or Allocated Share for any Participating Residential Account in its reasonable discretion in response to changes in customer actual energy use or to maintain financial stability of the Program.
- f) The Energy Agent shall enroll additional Participating Residential Accounts such that the Annual Sales Volume of all enrolled Participating Residential Accounts equals or is reasonably close to the annual Energy Production from the Project so as to maintain financial stability of the Program.

2.9 Customer Savings and Energy Product

- a) The amount billed to each Participating Residential Account shall, in each month and on an annual basis, be less than 80% of the Bill Credit.
- b) The Solar Energy shall be sold as product offerings that comply with BPU Orders and EDC procedures, and may include one of the following:
 - i. The Participating Residential Account will be billed a monthly Service Fee amount based upon the Allocated Share multiplied by the actual monthly Solar Energy in accordance with applicable EDC procedures and BPU Orders.
 - ii. The Participating Residential Account will be billed a fixed monthly Service Fee amount based upon the Allocated Share multiplied by the annual Energy Production, divided by 12, in accordance with applicable EDC procedures and BPU Orders. This amount may be reconciled annually, as needed, based upon the actual monthly Solar Energy provided to such Participating Residential Account.
 - iii. A product offering mutually agreed upon by the Parties that provides benefits to the Participating Residential Accounts in an amount greater than 20% of the annual value of the Bill Credit.

2.10 Coordination with the EDC for Billing

- a) The Energy Agent shall provide the Allocated Share for each Participating Residential Account to the EDC. The EDC will calculate the actual Solar Energy provided and sold to a Participating Residential Account based upon the Allocated Share multiplied by the actual Solar Energy from the Project and in accordance with the EDC's procedures and BPU Orders.
- b) If the EDC provides to a Participating Residential Account a consolidated bill showing the electricity consumption, the Bill Credit and the Service Fee, the Energy Agent shall provide the EDC such additional information to allow the EDC to calculate and include the Service Fee amount on its monthly bill, in accord with the EDC's procedures and BPU Orders.
- c) The Energy Agent shall take other steps as needed to coordinate with the EDC for billing purposes.

2.11 Local Unit (and its agents and contractors) Do Not Assume Payment, Revenue Sufficiency, or Credit Risk. As between the Local Unit (and its agents and contractors including the Energy Agent) and Supplier, the Supplier shall be responsible for the risk of non-payment

by any Participating Residential Account, which payment will be governed by Sections 2.8 and 2.9, and for all other shortfalls in revenue. The Subscriber Organization and Energy Agent shall use opt-out enrollment procedures for individually metered accounts and opt-in for master metered accounts as defined herein to maintain Full Enrollment. The Local Unit (and its agents and contractors including the Energy Agent) do not assume, and are not responsible for payment from Participating Residential Accounts to Supplier nor do they assume any liability if the Annual Sales Amount, Solar Energy production, or the Supplier's revenue expectations are not achieved.

- 2.12 Service Inquiries and Service Notices to Participants. Participating Residential Accounts may direct inquiries regarding this Agreement, and Solar Energy provided hereunder, and any supply or billing questions, to the Energy Agent, which address, email address, and phone number shall be provided in communications with the Accounts. Accounts should make direct inquiries concerning EDC related emergency, power outage, wire or service maintenance, metering, EDC service billing or other similar EDC related concerns to the EDC.
- 2.13 Subcontracting. The Supplier may subcontract the performance of certain obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and its subcontractors, and the Local Unit and its contractors shall not be responsible for payments to Supplier's subcontractor(s). The Local Unit may subcontract the performance of certain obligations under this Agreement. Supplier shall be responsible for Administrative Fees to contractors of the Local Unit and the Local Unit, as provided for in the RFP and Article 11 of this Agreement.

ARTICLE 3 **Terms of Solar Energy Production**

- 3.1 Price. Participating Residential Accounts shall pay to Supplier the "Service Fee" with respect to each month of the Initial Term for the electricity generated by the Project and delivered to the EDC zone or to another delivery point mutually agreed upon by the Parties during such month. The Service Fee shall equal ___ per KWh, which shall be fixed for the Initial Term except as may be adjusted by the Parties as set forth in this Article 11 of this Agreement.
- 3.2 Timing and Method of Payment. At the beginning of each month, Supplier shall provide a report to the Energy Agent detailing the Service Fee and amount of energy delivered for the previous month for informational, billing, and administrative oversight purposes
- 3.3 Payment Disputes. If the Participating Residential Account objects in good faith to all or a portion of an invoice, the Participating Residential Account shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Participating Residential Account does not object prior to the date payment

of any invoice is due, the Participating Residential Account shall pay the full amount of such invoice.

- 3.4 Electricity Output. The output of the Project will be measured by the meter installed in accordance with commonly accepted solar industry practices, EDC and BPU requirements.
- 3.5 No Interference. Local Unit has no right to, and shall not curtail, minimize or otherwise restrict or interfere with operation of the Project.
- 3.6 Output Guarantee. Supplier guarantees that the Project shall produce at least ninety percent (90%) of the aggregate Energy Production over the three-year period commencing on the Commercial Operation Date of the Project, and over each three-year period commencing on the 3rd, 6th, 9th, and 12th anniversary of such Commercial Operation Date (such guaranteed production, the “Guaranteed Production”). If, as measured after the third Contract Year and after every third Contract Year thereafter, the Project fails to generate the Guaranteed Production, other than as a result of the acts or omissions of the EDC, or a Force Majeure Event, Supplier shall credit the Accounts an amount equal to the “Lost Savings” on the invoices of the following twelve months of Solar Energy, however if such a deficit occurs in the 15th year of the Agreement, then Supplier shall provide a cash payment to the then existing Participating Residential Accounts equal to the Lost Savings. The formula for calculating Lost Savings for the applicable Contract Years is as follows:

$$\text{Lost Savings} = (\text{GP} - \text{ASE}) \times \text{RV}$$

GP = Guaranteed Production, as measured in total kWh, for the Project for the applicable Contract Years.

ASE = Actual Solar Energy, as measured in total kWh, delivered by the Project for the Contract Years.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for applicable the Contract Years. This price is determined by calculating the simple average of the solar energy credit established by the Board for the applicable three Contract Years.

kWh Rate = the simple average Service Fee in effect for the applicable Contract Year(s), measured in \$/kWh, and calculated separately for individually metered accounts and master metered accounts.

If the rate variance (“RV”) is zero or less, then no credit is due.

- 3.7 Termination as Consequence of a Force Majeure Event. If a Force Majeure Event shall have occurred that has affected a Party’s performance of its material obligations hereunder with respect to the Project, in the case of the Supplier, and shall have continued for a period

of twelve (12) months, then the unaffected Party shall be entitled to terminate this Agreement with without liability.

- 3.8 Termination for Default. Upon the occurrence of an Event of a Default, the non-defaulting Party may terminate this Agreement as a remedy pursuant to Article 9.

ARTICLE 4 The Project

4.1 Project Installation.

4.1.1 Scope of Installation Work. At its sole cost and expense, Supplier shall be responsible for securing all necessary approvals and permits, and shall design, build, install, maintain and operate the Project. Supplier shall further cause the Project to be designed, engineered, installed and constructed in accordance with industry standards and prevailing prudent industry practices by all contractor(s) licensed to undertake such work in accordance with Applicable Laws, and regulations (collectively, the "Installation Work"). Supplier will comply with the installation schedule set forth in **Exhibit A** subject to Force Majeure or utility delays.

4.1.2 Utility Interconnection. Supplier agrees to manage application for all necessary approvals from the EDC, including the submission of applications for interconnection of the Project with the EDC.

4.1.3 Project Acceptance Testing. Supplier shall conduct testing of the Project ("Project Acceptance Testing") to confirm that the Project is capable of delivering Solar Energy in accordance with all requirements established by the EDC, this Agreement and any Applicable Law. If the results of such Project Acceptance Testing indicate that the Project is capable of delivering Solar Energy for four (4) continuous hours using such instruments and meters as have been installed for such purposes and the Project have been approved for interconnected operation by the EDC, then Supplier shall send a written notice to that effect to Local Unit Representative and the Energy Agent (a "Completion Notice"), accompanied by a copy of the results of the Project Acceptance Testing. The "Commercial Operation Date" for the Project shall be the date of the Completion Notice.

4.2 Operations and Maintenance.

4.2.1 O&M Work. Supplier shall be responsible for the provision of operation, repair, monitoring and maintenance services to the Project during the Initial Term, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the Project (collectively, the "O&M Work").

4.3 General Obligations. Supplier covenants and agrees to the following:

4.3.1 While coordinating the Installation Work, Supplier is responsible for all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities and

the EDC, and other agreements and consents necessary to enable Supplier to coordinate the Installation Work.

4.3.2 Supplier shall comply in all material respects with all Applicable Laws pertaining to Supplier's work and the safety of persons at the site of the Project.

4.3.3 Supplier shall pay Administrative Fees as provided for in Article 11, within ten (10) days after; the milestones identified in Article 11.

4.3.4 Once paid, the Administrative Fees shall not be refundable.

4.4 Ownership of Environmental Attributes. Supplier, or Supplier's successors or assigns, shall retain ownership of all right, title and interest in any and all Environmental Attributes, including any SRECs, TRECs or RECs generated from the Project.

4.5 Other Support To meet the requirements of the BPU Application approval, Supplier has other obligations, as provided for in Exhibit ____.

4.6 Cooperation. Local Unit shall, at no cost to Supplier, (i) provide necessary and reasonable assistance to Supplier in completing applications for approvals and consents with respect to which Supplier has primary responsibility, including, without limitation, interconnection with the EDC; (ii) take whatever actions are reasonably necessary or requested by Supplier, including, without limitation, completing and executing documentation in order for the Project and/or the production thereof to comply with or qualify for any state and federal government subsidies; and (iii) execute all financing statements, notices, and other filings that Supplier reasonably requests to perfect Supplier's rights in the Project.

ARTICLE 5 **Conditions Precedent to Obligations**

5.1 Conditions Precedent to Obligations of Supplier. Supplier's obligations under this Agreement are subject to satisfaction of the following conditions:

5.1.1 *Governmental Approvals; Confirmation of Availability of Government Subsidies.* Supplier shall have received all governmental permits and approvals, including BPU conditional approval of the BPU Application and those approvals necessary to construct and operate the Project and received confirmation of availability of relevant subsidy payments or credits from the relevant Governmental Authorities.

5.1.2 The Local Unit and/or the Supplier shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to other party and the Subscriber Organization if, despite Supplier's commercially reasonable efforts, any condition precedent has not satisfied within 270 days after the Effective Date.

5.2 Conditions Precedent to Obligations of Local Unit. The Local Unit's obligations under this Agreement are subject to satisfaction of the following conditions:

5.2.1 Supplier shall have paid the Administrative Fees when and as due as set forth in Article 13.

5.2.2 The BPU Application shall have received conditional approval from the BPU.

ARTICLE 6 **Representations and Warranties**

6.1 **Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

6.1.1 It is duly organized, validly existing, and in good standing in the jurisdiction of its organization;

6.1.2 It has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

6.1.3 It has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

6.1.4 This Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

6.1.5 To the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business or assets (including, without limitation, with respect to Local Unit, the Site or any interest therein) that would affect its ability to carry out the transactions contemplated herein; and,

6.1.6 Its execution of and performance under this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

ARTICLE 7 **Insurance**

7.1 **Supplier Insurance.** Supplier shall obtain insurance in the types, amounts and forms set forth in in **Exhibit F** hereto.

7.2 **Certificates of Insurance.** Supplier shall provide current certificates evidencing that the insurance required under Exhibit F is being maintained. Each insurance policy required hereunder shall contain a provision whereby the insurer agrees to give Local Unit thirty (30) days' written notice before the insurance is cancelled or materially altered.

- 7.3 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A-VIII as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

ARTICLE 8 Succession, Assignment

8.1 Regulatory Contingencies.

- (a) Regulatory Events. The following will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed and the change or modification is not deemed a "Force Majeure Event" under Article 8 herein.

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give written notice to the other Party that such event has occurred. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon sixty (60) days' prior written notice, to terminate this Agreement, pursuant to Section 3.3., and close out its obligations hereunder. In such an event, Supplier shall be entitled to payment from each Participant for service provided prior to the effective date of termination but for which each Participant has not already made payment.

- 8.2 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the term, each individual Participant will be provided written notification from the terminating Party of the termination of the Agreement at least sixty (60) days prior to termination and in compliance with other regulatory or legal requirements, and Participating Residential Accounts will also be notified of their right to return to the EDC or to select an alternate electric power supplier. These and any other notification(s) shall be in accordance with BPU requirements.

- 8.3 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld. However, transfer or assignment to an affiliate or subsidiary of Supplier shall be permitted without express written permission of Local Unit, provided that: a) Supplier provides a minimum 60 days prior written notice to Local Unit of the proposed transfer or assignment; and b) the Supplier and transferee/assignee both certify in such written notification that transferee or assignee will maintain capabilities to perform the services provided for in this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.
- 8.4 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement including, in the case of Supplier, payment of Administrative Fees included in the Contract Price to the Local Unit's Energy Agent.

ARTICLE 9 **Default and Remedies**

- 9.1 Default. Any Party failing to comply with any material terms or conditions of this Agreement which non-compliance is not excused as a Force Majeure Event, as described in Article 11 herein, shall be in Default of this Agreement.
- 9.2 Notice and Remedies. Subject to other provisions of this Agreement, if a Party believes that the other Party is in material breach of this Agreement (i.e. default), the Party claiming breach shall give notice in writing to the offending party believed to be in breach detailing the alleged violations and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving the notice of violation shall respond in writing within five (5) business days of receipt affirming or denying the alleged violation(s) and detailing how any such breach of this Agreement will be cured. If the Party claiming breach is not satisfied that an alleged breach(s) of this Agreement has been cured within twenty-five (25) business days from the notice of breach hereunder, the Party claiming breach shall be free to seek legal redress and take such other actions, including termination, as it sees fit, without prejudice to any rights and remedies of the non-defaulting Party and any other remedies that a Party may have under the law or this Agreement.

ARTICLE 10 **Force Majeure**

- 10.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force

Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

- 10.2 Force Majeure Event. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to: Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, pandemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities including the electric transmission grid or EDC distribution system, except that a failure of a generator, owned by a Supplier, would not qualify as a Force Majeure Event or relieve the Supplier of its obligation to provide Solar Services at the agreed-upon price unless such generator failure resulted in a grid outage (i.e. inability to deliver); otherwise a generator failure would be considered an economic event not subject to Force Majeure; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying energy under this Agreement shall constitute a Force Majeure Event provided that Supplier has arranged for service on these systems at a level of firmness as required to provide the Solar Energy agreed upon herein.
- 10.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party by electronic and telephonic means as soon as possible, and shall provide written notification no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 11

Payment of Administrative Fees and Establishment of a Reserve Fund to Address Revenue Shortfalls

- 11.1 Supplier shall pay Administrative Fees as follows:

- a) A fixed fee of \$220,000 (“Fixed Administrative Fee”) shall be paid to the Energy Agent by, and shall become a payment obligation of, the Supplier addressing the costs for the formation and administration of the RFP, and BPU Application as follows:
- a. \$75,000 upon Agreement execution;
 - b. \$145,000 ten (10) days following BPU conditional approval of the BPU Application.
- b) A fixed liaison fee of \$4,000 per month (“Fixed Liaison Fee”) shall be paid to the Energy Agent by, and become a payment obligation of, the Supplier for an estimated six (6) months, for a total of \$24,000, during the construction of the project,. During the construction period the Energy Agent will provide regular updates to the Local Unit related to the status of the construction process. The Fixed Liaison Fee will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (sixth) payment immediately after the solar project receives permission to operate. Each payment shall be due within thirty (30) days of receipt of invoice.
- c) A fixed fee of \$2,800 per month (“Fixed Management Fee”) shall be paid to the Energy Agent by, and become a payment obligation of, the Supplier for ongoing program support over the Term of this Agreement. This Fixed Management Fee equates to \$33,600 per year. The Fixed Management Fee shall be billed monthly with payment due within thirty (30) days of receipt of invoice.
- d) The Fixed Administrative Fee, Fixed Liaison Fee and Fixed Management Fee shall be paid by the Supplier to the Local Unit, which shall make such payments to Gabel Associates. For administrative convenience the Local Unit may direct the Supplier to make such payments directly to Gabel Associates.
- e) The Fixed Management Fee may be adjusted upon approval by the Local Unit and/or new fee or fees (New Fee) may be established by the Local Unit, including but not limited to a Reserve Fund Replenishment Fee, as set forth in Section 11(e) below.
- f) Reserve Fund – The Parties agree that upon execution of this Agreement the Local Unit shall establish as an escrow and the Supplier shall fund a Reserve Fund that shall be utilized by the Local Unit, with the advice of, and administration by, the Energy Agent, to pay shortfalls in revenue to the Supplier that occur if the Annual Sales Amount is not achieved through no fault of the Supplier., including payment related issues with any Participating Residential Account. The Reserve Fund shall be used for the sole purpose of addressing shortfalls in revenues if the Annual Sales Amount is not achieved. In the event that the Reserve Fund requires replenishment, a Replenishment Fee may be established in accordance with the process set forth in Section 11(d) above. If any funds are in the Reserve Fund account after the end of the Term of this Agreement such funds shall be paid directly to the Supplier.
- g) The Reserve Fund shall be set in accord with the following formula: Energy Production multiplied by the Service Fee in the initial year multiplied by one-half (0.5), or other amount agreed upon by the Parties.
- h) Adjustments to the Fixed Management Fee, the establishment of a New Fee, or a Replenishment Fee shall cause an adjustment to the Service Fee. Such adjustment to the Service Fee shall be equal to the total annual amount of such fees divided by the Annual Sales Amount. In no event shall such adjustment to the Service Fee cause the Service Fee to be 80% or greater than the Bill Credit.

- i) The Service Fee may also be adjusted to address interconnection costs in excess of the Interconnection Costs Budget proposed by Respondent in response to the RFP in increments of \$50,000 of additional interconnection costs.

ARTICLE 12
Limitation of Liability

- 12.1 **LIABILITY.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPANT OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE. SUPPLIER SHALL INDEMNIFY AND HOLD THE LOCAL UNITS AND ITS CONTRACTORS HARMLESS FROM ALL LIABILITIES, DAMAGES AND COSTS ASSOCIATED WITH THE PROVISION OF SOLAR ENERGY.
- 12.2 **DISCLAIMER.** SUPPLIER AND LOCAL UNIT DO NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF ENERGY TO PARTICIPATING RESIDENTIAL ACCOUNTS, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 13
Confidential Information

- 13.1 **Confidential Information.** Any Confidential Information made available pursuant to this Agreement and conspicuously marked or stamped as “**Confidential**” shall be held in confidence by each of the Parties as well as the Parties’ subcontractors, if any, to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated as Confidential Information shall not be covered by the protection contemplated herein. Information stamped by Supplier as "Confidential" and provided to the Local Unit may still be released by the Local Unit, in response to a request made under the Open Public Records Act ("OPRA"), if the Local Unit determines that such information does not fall within any of the exceptions set forth in the OPRA or other applicable law, regulation, requirement or executive order.

- 13.2 Confidential Information Defined. “Confidential Information” means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the “Disclosing Party”) to the other Party (“the “Recipient”) regarding itself, its business, the business of its affiliates, and/or the Program or Participants. Confidential Information includes customer name, address, account number and usage information obtained from the EDC. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient or another third party; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient’s possession prior to disclosure by the Disclosing Party (unless the information is already in the possession of the Recipient but has been claimed confidential by the party providing it to Recipient, in which case the confidential designation would be retained).
- 13.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives and subcontractors, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation; for example, in response to a request made under the Open Public Records Act (“OPRA”). The Recipient shall make commercially reasonable efforts to notify the Disclosing Party in writing if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The OPRA requires a response by the Local Unit within seven (7) business days; accordingly, any challenge to the Local Unit disclosing requested government records which are not exempt by OPRA must be made by Supplier before that seven (7) day period. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter. In addition, and notwithstanding the foregoing, Supplier agrees that customer-specific information in connection with the Program, as provided for in the RFP and this Agreement, shall be used by the selected Supplier for the sole purpose of administering the program, and information for residential customers who opt-out of the program or that remain in the program shall not be used by the Supplier for any other purpose, and shall be treated in a confidential manner pursuant to N.J.A.C. 14:4-6.3(f) and 14:4-6.10(a).
- 13.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.
- 13.5 Press Releases. The Parties shall collaborate on the issuance of an initial press release announcing the selection of Supplier by the Local Unit. Both Parties share a desire to generate positive publicity regarding the Project and agree that they will, from time to time, issue press releases regarding the Project. The Parties hereby agree to cooperate with each

other in connection with the issuance of such releases. The Parties agree that the Local Unit shall have final editing authority over any press release. After the release of the initial press release, Supplier may advertise its identity as the Community Solar Project without the need for prior approval from the Local Unit, and Local Unit may advertise that Supplier is the Program supplier without the need for prior approval from Supplier. Otherwise neither Party shall utilize the name of the other in advertisements or marketing without the approval of the Party.

- 13.6 Data. All raw data, reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by Local Unit or its agents pursuant to this Agreement shall remain the sole and exclusive property of the Local Unit or its agents. All reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by Supplier pursuant to this Agreement shall remain the sole and exclusive property of Supplier, except as otherwise specifically provided for in this Agreement or except as otherwise provided for by applicable law, including but not limited to the OPRA AND PROVIDED THAT SUPPLIER SHALL NOT SELL OR TRANSFER ANY PERSONAL DATA OR DATA IDENTIFYING ANY OF THE PARTICIPATING RESIDENTIAL ACCOUNTS. Each Party may use all such information furnished by the other Party solely for purposes of this Agreement.

ARTICLE 14 **Dispute Resolution**

- 14.1 Dispute Resolution. Prior to litigation, the Parties shall mutually attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement or the transactions contemplated hereby ("Dispute(s)") promptly, by negotiations between Supplier and the Local Unit, including but not limited to through non-binding formal dispute resolution methods, such as non-binding mediation, if agreeable to both Parties. The Parties may mutually modify these requirements herein and select any manner of dispute resolution that is agreeable to both Parties, including but not limited to binding formal dispute resolution methods, such as binding arbitration. If the Parties choose to be referred to Arbitration, the arbitration shall be in accordance with the American Arbitration Association Arbitration Rules in effect at the time of the dispute resolution, unless the Parties mutually select some other rules. The place of arbitration shall be in the County of Mercer, State of New Jersey. The arbitrator(s) shall be empowered to order specific performance of this Agreement, but shall not be empowered to award damages beyond those provided for under Article 9 of this Agreement, including a prohibition against the award of punitive damages. The arbitrator(s) function shall be limited to the functions mutually agreeable to both Parties; however, the arbitrator(s) shall not have the power to change, add to, subtract, or amend or modify in any way any provision(s) of this Agreement, unless otherwise agreed to by the Parties. If the Parties cannot resolve any dispute or claim through negotiations between the Supplier and the Local Unit and either Party rejects formal binding dispute resolution methods, a Party may file a legal action or proceeding. The RFP and contractual terms and conditions of the MPA shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law

or equity with respect to the RFP and/or terms and conditions of the MPA shall only be filed in the Superior Court of New Jersey. Venue shall be laid in Mercer County, New Jersey.

- 14.2 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey without recourse to provisions governing choice of law. The Parties agree that principles of good faith and fair dealing will apply to all dealings under this Agreement.
- 14.3 Parties to Continue Performance. Subject to the other provisions of this Agreement, including but not limited to the termination and early termination provision, the Parties shall in good faith continue to perform their respective obligations under this Agreement while the Parties attempt to resolve the Dispute(s) as set forth in this Article 16. Both Parties shall continue to abide by all applicable statutes, administrative rules, tariffs, and codes of conduct during the term of this Agreement.

ARTICLE 15
Miscellaneous

- 15.1 Notices. Any notices, requests or demands regarding the Services provided under this Agreement shall be deemed to be properly given or made five (5) business days after postmark date if sent by U.S. Postal Service mail to the other Party at the address shown below. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

SUPPLIER:	LOCAL UNIT
[Name]	[Name]
[Title]	[Title]
[Address]	[Address]
Phone:	Phone:
Fax:	Fax:
Email:	Email:

- 15.2 Entire Agreement. This Agreement, including all Exhibits and Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior or contemporaneous oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. In the event of ambiguity or a conflict between the terms of this Agreement and RFP, the terms of this Agreement shall prevail.

- 15.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the Party to whom the request is directed. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 15.4 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits and Attachments hereto, the provisions of this Agreement shall control.
- 15.5 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 15.6 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 15.7 Recitals. The Parties hereto agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- 15.9 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- 15.10 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Local Unit and Supplier.
- 15.11 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Supplier or Local Unit shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 15.12 Relation of the Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Supplier and Local Unit, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their

contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Solar Energy Services Agreement as of the Effective Date.

Supplier: _____

By:

Name:

Title:

Local Unit: _____

By:

Name:

Title:

APPENDIX B

PROPOSAL FORMS

Appendix B-1	Proposal – Quotation Form
Appendix B-2	Respondent Information/Cover Letter
Appendix B-3	Agreement for Proposal Security In Lieu of Proposal Bond
Appendix B-4	Form of Proposal Bond
Appendix B-5	Ownership Disclosure Statement
Appendix B-6	Non-Collusion Affidavit
Appendix B-7	Consent to Investigation
Appendix B-8	Statement of Respondent’s Qualifications
Appendix B-9	Acknowledgement of Receipt of Addenda
Appendix B-10	Affirmative Action Compliance/Mandatory EEO Language
Appendix B-11	Disclosure of Investment Activities in Iran
Appendix B-12	Proposal Checklist
Appendix B-13	Political Contribution C. 271

APPENDIX B-1

MANDATORY
QUOTATION PROPOSAL FORM

NAME OF RESPONDENT: _____

TO: _____

RE: REQUEST FOR PROPOSALS FOR A DEVELOPER OF A COMMUNITY SOLAR RENEWABLE ENERGY PROJECT TO BE A CO-APPLICANT WITH THE BOROUGH OF HIGHLAND PARK FOR THE BOARD OF PUBLIC UTILITIES YEAR 2 PILOT PROGRAM AND TO ENTER INTO A MASTER PERFORMANCE AGREEMENT WITH HIGHLAND PARK DATED, _____, 2020

The undersigned, authorized to bind the above-named Respondent, hereby acknowledges Respondent's understanding and acceptance of the terms, conditions and requirements included in the RFP and all Appendices, including this **Appendix B-1**, and any addenda thereto, and proposes to furnish and deliver the Services in accordance therewith:

1. General:

(A) The Successful Respondent shall provide the Services all in accordance with the terms set forth on this Quotation Form (**Appendix B-1**), specifically, and all provisions of this RFP, generally. The Successful Respondent will own the Renewable Energy Project.

(B) **Services** – (i) at the Successful Respondent's sole cost, the designing, permitting, acquisition, construction, installation, interconnection operation and maintenance of a BPU-approved Community Solar Renewable Energy Project, including all labor, materials, equipment, tools and supervision, (ii) participation, as a co-applicant, in the Local Unit's BPU's Year 2 Community Solar Project application, (iii) execution of a Master Performance Agreement in a form substantially similar to the form attached to this RFP, and (iv) sale of the energy generated from the Community Solar Project to the Borough of Highland Park's Subscriber Group.

(C) **Administrative Costs** – The Administrative Costs, discussed in RFP Section 2.1, are currently estimated to be \$220,000 for the Fixed Administrative Fee, \$24,000 for the Fixed Liaison Fee and \$33,600 per year for each year of the MPA for the Fixed Management Fee. The Successful Respondent shall be required to pay to the Energy Agent the Administrative Costs as set forth in Section 2.1 of the RFP and Section 13 of the MPA. All Respondents must include the costs of the Administrative Costs in their Service Fee proposal.

(D) Reserve Fund – Respondents must include a Reserve Fund as part of their Proposal in an amount not less than \$ _____ in accord with the MPA section 11.1 (f).

(E) **PLEASE NOTE** – As set forth in Article 13, Section 13(5) of the MPA, Adjustments to the Fixed Management Fee, the establishment of a New Fee, or a Replenishment Fee shall cause an adjustment to the Service Fee. Such adjustment to the Service Fee shall be equal to the total annual amount of such fees divided by the Annual Sales Amount. In no event shall such adjustment to the Service Fee cause the Service Fees to be greater than 80% of the retail credit.

2. **Project Forms:** The Successful Respondent will be required to enter into a Master Performance Agreement, meeting all the material terms and conditions of, and substantially in the forms of, **Appendix A-1**.

3. **Instructions for completing Appendix B-1a:** Respondent shall complete, execute and submit **Appendix B-1** as required by the RFP, in accordance with the following:

Section A. Preliminary Information. Respondent must completely fill out Section A, subsections 1 through 5. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement, Respondent must list all entities in the joint venture or other joint business arrangement and identify the managing or lead entity.

Section B. Proposal.

Subsection 3. Reserved

Subsection 4. In subsection 4(a), Respondent must set forth its proposed per kWh charge it would charge the members of the Subscriber Group for the power from Respondent's solar renewable energy project.

Subsection 5. Subsection 5(a) requires that Respondent set forth the amount of electricity to be generated by the Respondent's renewable energy project, measured in kW (dc), and post inversion, annual kWh (ac) for each year of the Master Performance Agreement. Subsection 5(b) requires that Respondent set forth the guaranteed amount of electricity to be generated by the Renewable Energy Project included in this RFP, measured in kW (dc), and post inversion, annual kWh (ac) for each year of the Master Performance Agreement. Subsection 5(c) should include detailed information concerning the status of the Respondent's solar renewable energy project, including size, location, and attachments demonstrating site control, property ownership/contact information, design status, permitting and approval status and overall construction schedule.

Subsection 6. Subsection 6(b) requires that Respondent provide a detailed description of any revision(s) it proposes to the Master Performance Agreement (**Appendix A-1**) and/or the Proposal Forms (**Appendices B-1 through B-12**, as appropriate), together with a justification for such revisions. The Local Unit reserves the right, in its sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Local Unit reserves the right, in its sole discretion, to determine whether such non-material revisions are acceptable to it. Revisions deemed material shall result in Respondent's Proposal being rejected as non-responsive. **Accordingly, Respondents should pose all questions to the Local Unit regarding proposed revisions, in accordance with the process established in RFP**

Section 1.5. This will permit the Local Unit to consider such proposed revisions prior to the Proposal Submission Date and, if the Local Unit deems such revisions acceptable, it will issue an addendum to the RFP. The Local Unit reserves the sole and exclusive right to accept, reject or modify any and all such proposed revisions received during the period established in RFP Section 1.5.

Subsection 7. Subsection 7 allows Respondent to propose innovative benefits, as contemplated by RFP Section 3.15B.

APPENDIX B-1 (continued)

QUOTATION FORM

A. Preliminary Information:

1. *Respondent:* _____

[List all entities if a joint venture, and identify lead entity—attach any additional sheets as necessary]

2. *Date:* _____, 2020

3. *Does Respondent intend to form a special purpose entity?*

[Answer yes or no] _____

4. *Master Performance Agreement term is* _____ *years.*

5. *Respondent Contact Person:*

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail Address: _____ Cell: _____

Signature: _____

Date: _____

6. Has this project been submitted for consideration in any other community solar based RFP process? _____ If so, which RFPs? _____.

	System Size (KW)	Guaranteed System Output (kWh) per <u>PV Watts</u>

(c) **BPU Application Requirements and Preferences:** The BPU Application provides certain requirements and preferences. **On separate pages provide specific responses as specified in Appendix B-1 Attachment 1 and Appendix B-1 Attachment 2. These responses shall be incorporated into the BPU Application, if Respondent is designated as the Successful Respondent.**

6. *Non-Material Changes.* Respondents are advised that any material revisions to the Project Documents (**Appendix A-1**) and/or the Proposal Forms (**Appendix B**) shall result in Respondent’s Proposal being rejected as non-responsive. If Respondent proposes to make any non-material revision(s) to these documents, Respondent shall provide a detailed description of the proposed revision(s) together with a justification for such revisions, below. The Local Unit reserves the right, in their sole discretion, to determine whether such proposed revisions are material or non-material, consistent with law. If deemed non-material, the Local Unit reserves the right, in their sole discretion, to determine whether such non-material revisions are acceptable.

(a) _____ None.

(b) Respondent proposes the following changes to the following identified documents:

Appendix B-1 Attachment 1

Respondents shall provide information on each of the below requirements which are part of the BPU Application to be jointly submitted by the Local Unit and the Successful Respondent

The BPU Application is attached for reference.

Section A: III. Terms and Conditions

Section A: III. Terms and Conditions: 13: Deadline to be fully operational at 18 months; In order to monitor compliance, approved projects will be required to submit updates to the Board.

Response: _____

Section A: III. Terms and Conditions: 15: Applications for floating solar projects are required to meet with OPPN prior to submitting an Application

If the Project is a floating solar project please indicate when the OPPN meeting has/will be held:

Section A: III. Terms and Conditions: 18: The Applicant should review the environmental compliance history at the proposed site and the various operations that were conducted there. Satisfaction of all outstanding NJDEP regulatory compliance obligations, if applicable, will be required prior to applying for permission to operate. The Applicant should identify any outstanding compliance and enforcement issues associated with the property on which the proposed project is to be sited and resolve them accordingly before submitting an Application, if applicable.

Provide a response to this paragraph in an attachment to the Proposal.

Section B: 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):

Borough: _____ County: _____ Zip Code: _____

Name of Property (optional, complete if applicable):

New Jersey Board of Public Utilities Program Year 2, Application Period 1

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) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

Section B: VII. Community Solar Facility Siting

Section B: VII: 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.

Section B: VII: 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.

Section B: VII: 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: _____

Section B: VII: 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.

Section B: VII: 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.

Section B: VII: 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.

Section B: VIII. Permits

Section B: VIII. 4. Please list (or attach a 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.

Section B: VIII. 5. Provide a screenshot of the capacity hosting map at the proposed location, showing the available capacity

Appendix B -1 Attachment 2 Higher Ranking Criteria in the BPU Application

Respondent shall respond to each of the below as applicable, by providing a written explanation for each Criteria that is applicable to the Project.

- 1) Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, former mines
- 2) Bonus points for site enhancements, e.g. landscaping, land enhancement, pollination support: provide information on plans with respect these enhancements
- 3) Bonus points if project is located in a redevelopment area or an economic opportunity zone: indicate whether the Project is located in one of these areas
- 4) Higher preference: Provides jobs and/or job training and/or demonstrates co-benefits (e.g. paired with storage, EV charging station, energy audits, energy efficiency): To demonstrate jobs and/or job training, Proposer should provide information on jobs and/or job training related to the Project. With respect to co-benefits, the Proposer shall contribute \$50,000 to the Local Unit on the Commercial Operation Date, the Local Unit shall use these funds for local energy efficiency and energy audits.

APPENDIX B-2

RESPONDENT INFORMATION/COVER LETTER FORM

[TO BE PLACED ON RESPONDENT'S LETTERHEAD]

Date:

Respondent: _____

Address:

Telephone:

Contact Person:

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity))²:

A. GENERAL:

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the Proposal Specifications and, if selected, will carry out all of the provisions set forth within same.

(b) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Borough of Highland Park ("Local Unit") prior to the date established for submission of all Proposals.

(c) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to provide the required Services are true and correct.

(d) The name, title and contact information of the individuals who will be responding to questions on behalf of the Respondent are:

²If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Respondent Information/Cover Letter.

(e) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Local Unit nor any of their respective advisors regarding any federal or state tax matters set forth in the RFP, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

(f)

1. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Proposal.

2. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the Master Performance Agreement.

3. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Master Performance Agreement. Execution of the Master Performance Agreement and the performance of all obligations thereunder, have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The execution of the Master Performance Agreement and the performance of all obligations set forth in the RFP, including in such Master Performance Agreement, does not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and in such Master Performance Agreement, the Master Performance Agreement and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Respondent of its obligations under the RFP and/or under the Master Performance Agreements or the other transactions contemplated thereby, or which, in any way, would materially adversely affect the validity or enforceability of the Master Performance Agreements or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Master Performance Agreement.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Master Performance Agreements) that, pursuant to Applicable Laws, permit the Respondent to provide the Services as required by the RFP and/or under and in accordance with the terms of the Master Performance Agreements for the term of the Master Performance Agreements.

7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements which govern the Respondent's business activities.

8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

9. The facility(ies), materials and equipment to be utilized by the Respondent in the performance of the Services meets or exceeds, in all material respects, the Technical Specifications as set forth in the RFP.

[NAME OF RESPONDENT]

By:

Name:

Title:

APPENDIX B-3

AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND

(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

(name of banking institution)

(address of banking institution)

in the amount of Twenty Thousand (\$20,000) Dollars.

The undersigned Respondent hereby agrees that if its Proposal shall be accepted by the **Borough of Highland Park (the "Local Unit")** and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Master Performance Agreement and the Request for Proposals, and other contract documents, then the undersigned shall be deemed to have abandoned the Master Performance Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the Local Unit as liquidated damages; otherwise said check or the amount thereof, shall be returned to the undersigned concurrently upon the execution of the Master Performance Agreement.

The undersigned Respondent hereby understands and agrees that the Local Unit shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the execution of the Master Performance Agreement.

[NAME OF RESPONDENT]

By:

Attach Cashier's or
Certified Check
Payable to the order
Of [XXXXXXXXXXXXX]

Print Name:

Title:

APPENDIX B-4

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK
OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], as Principal (hereinafter, the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety (hereinafter, the "Surety"), are held and firmly bound unto the **Borough of Highland Park**, as Obligee (hereinafter, the "Obligee"), in the sum of **TWENTY THOUSAND (\$20,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for the provision of certain Services, which Proposal is made a part hereof;

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Master Performance Agreement (the "Agreement") be awarded to the Respondent, said Principal will execute the Agreement, or if the Principal shall fail to enter such agreement then the Principal shall be deemed to have abandoned the Services and the Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the Penal amount of this Proposal Bond as liquidated damages; otherwise the said Bond shall be returned to the undersigned concurrently upon the Successful Respondent's execution of the Master Performance Agreement.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the Successful Respondent's execution of the Master Performance Agreement.

SIGNED AND SEALED this ___ day of _____ 20__.

In the presence of:

PRINCIPAL (Seal)

WITNESS TITLE

SURETY (Seal)

WITNESS TITLE

APPENDIX B-5

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Respondent's Business _____

CHECK ONE:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Home Address: _____ _____	Name: _____ Home Address: _____ _____
Name: _____ Home Address: _____ _____	Name: _____ Home Address: _____ _____
Name: _____ Home Address: _____ _____	Name: _____ Home Address: _____ _____

Subscribed and sworn before me this ___ day of _____, 20__

(Notary Public)
My Commission Expires:

(Affiant)

(Print Name & Title of Affiant)

(Corporate Seal)

APPENDIX B-6

NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ of the Borough of _____
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(Title or position) (Name of firm)

the Respondent making this Proposal in response to the Borough of Highland Park] (Local Unit) RFP, and that I executed the said Proposal with full authority so to do; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above named RFP; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said RFP.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(N.J.S.A. 52:34-25) (Name of Respondent)

Subscribed and sworn to
before me this _____ day
of _____, 20____.

Signature

Print name of affiant under Signature

Notary Public of _____

My Commission expires

APPENDIX B-7

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to the Borough of Highland Park (“Local Unit”) or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated _____, 20____, with respect to the provision of Services, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the Local Unit and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent³:

Respondent's Address:

By:
(Signature)

Name:

Title:

Date:

³If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

APPENDIX B-8

STATEMENT OF RESPONDENT 'S QUALIFICATIONS

(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)

1. If firm is a Corporation, list state of incorporation:

2. If firm is a Partnership, list names of partners:

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.
2. Principal address,
3. Year firm was organized.
4. Where and when incorporated.
5. Years of firm's experience in similar contracts.
6. List of comparable work completed by firm within the past 3 years and any jobs currently in progress and provide at least 3 references, including contact information for work of similar size and scope. Include the cost for each contract, and beginning and completion dates.
7. List default experience on previous contracts, within the past 10 years.
8. List present comparable contracts presently underway.
9. List of major equipment available for this contract.
10. Credit line (substantiate submittal).
11. Two (2) years of most recent audited financial statements.
12. Respondent must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows.
13. List all threatened and pending claims, litigation and judgments or settlements, and government enforcement actions. (If none, so state).
14. List the names and contact information for Respondent's banks or other financial institutions.

CONTINUATION SHEET
STATEMENT Of RESPONDENT S QUALIFICATIONS
(This form must be completed and submitted with Proposal)

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Borough of Highland Park] Local Unit verifying data submitted in the Statement of Qualification.

Date: _____

_____ *Respondent*

APPENDIX B-9

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent¹ hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: *(Respondent must check if no addenda were received)*

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

¹ If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

APPENDIX B-10
AFFIRMATIVE ACTION COMPLIANCE/MANDATORY EEO LANGUAGE
CONSTRUCTION CONTRACTS

This form is a summary of the Successful Respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

The Successful Respondent shall submit to the Borough of Highland Park ("Local Unit"), after notification of award but prior to execution of the contract, one of the following three documents as forms of evidence.

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The Successful Respondent may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The Successful Respondent must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The public agency copy is submitted to the Local Unit, and the vendor copy is retained by the Successful Respondent.

The undersigned Respondent certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence. The undersigned Respondent further understands that its Proposal shall be rejected as non-responsive if Respondent fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPENDIX B-11

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (This form must be completed and submitted with bid)

Bidder: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If Borough of Highland Park ("Local Unit") finds a person or entity to be in violation of law, the Local Unit shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is **listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS, PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Local Unit is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Local Unit to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Local Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

APPENDIX B-12

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with their Proposal** in order for their Proposal to be considered by the Local Unit in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RFP:

		CHECK
(a)	Appendix B-1	Proposal Option 1 – Quotation Form..... ()
	Appendix B-2	Respondent Information/Cover Letter ()
	Appendix B-3**	Agreement for Proposal Security in Lieu of Proposal Bond.... ()
	Appendix B-4**	Proposal Bond..... ()
	Appendix B-5	Ownership Disclosure Statement..... ()
	Appendix B-8	Statement of Respondent’s Qualifications ()
	Appendix B-9	Acknowledgement of Receipt of Addenda ()
	Appendix B-11	Disclosure of Investment Activities in Iran..... ()

**Provide Appendix B-3 or B-4, as applicable (Proposal Bond, Cashier’s Check or Certified Check (*RFP Section 4.2*))

(2) Failure to submit any of the following documents with submission of the Proposal may be cause for rejection of the Proposal:

		CHECK
(a)	Appendix B-6	Non-Collusion Affidavit ()
	Appendix B-7	Consent to Investigation..... ()
	Appendix B-10	Affirmative Action Compliance/Mandatory EEO Language... ()
	Appendix B-12	Proposal Checklist ()
	Appendix B-13	Political Contribution C. 271..... ()
(d)	Total Amount of Uncompleted Contracts Form DPMC701 (<i>RFP Section 4.14</i>)..... ()	
(e)	Business Registration Certificate (<i>RFP Section 4.12</i>) ()	

APPENDIX B-12 (CONTINUED)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C.

17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form

AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX B-13

POLITICAL CONTRIBUTION C. 271

APPENDIX C
EVALUATION MATRIX

CATEGORY	EVALUATION FACTOR	WEIGHTING
Financial Benefits	Value of Benefits	33
Design & Approach	Design Strategy & Technical Approach	8
	Site Control	5
Respondent's Experience & Capability	Proposal Team Experience	10
	Financial Capability	7
Commercial Factors	Commercial Terms	7
Improves BPU Application	Strength relative to BPU evaluation criteria	30
Total Proposal		100

Attachment 16

Other Benefits



SemaConnect™

SemaConnect 6 Series Charging Station

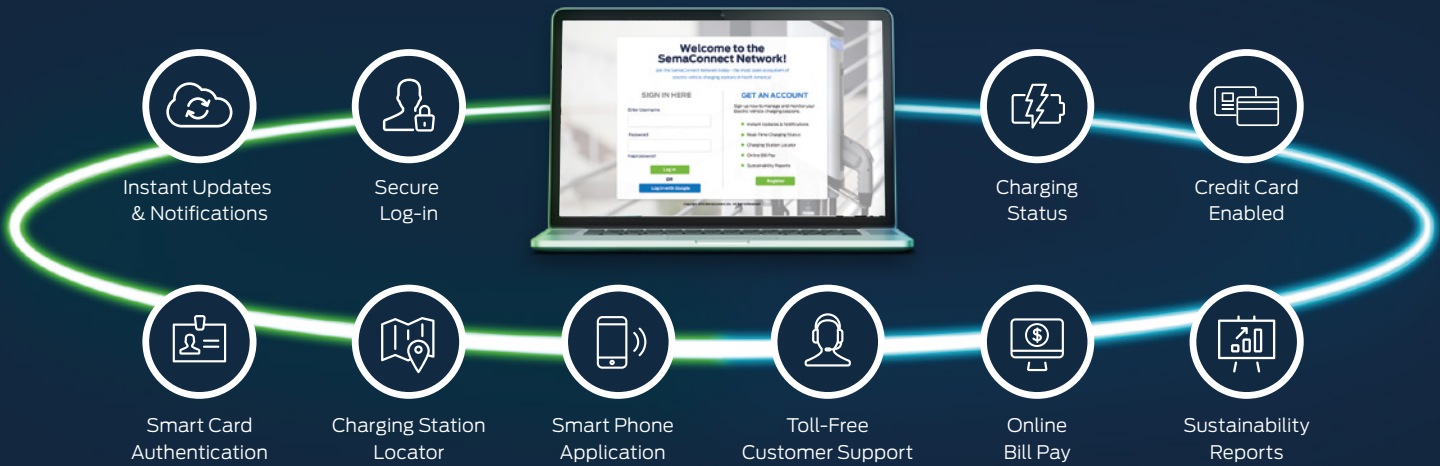
The perfect EV Charging solution

The electric vehicle generation is happening now. With the SemaConnect Station, you won't be a part of the green movement.

You'll lead it.



The Network. It's what makes the **Station** smart.

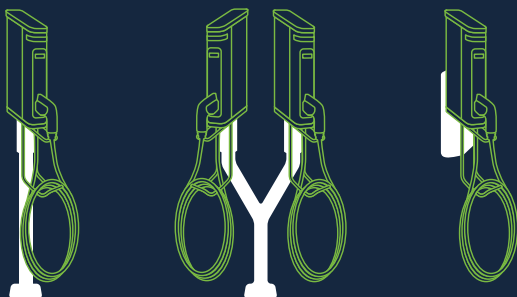


Designing the SemaConnect Station came with one goal in mind:

To create the perfect electric vehicle charging station suitable for commercial applications

such as multifamily, office, hotel, retail, fleet, municipality and urban garages. It's compact form factor, ease of installation and comprehensive online management system make it the best choice for charging electric vehicles.

Multiple mounting options:



single pedestal

double pedestal

wall mount

SemaConnect 6 Series Technical Specifications

Power Specification

AC Power Source	208/240V, center grounded, 60Hz supply
Power to Electric Vehicle	30A maximum, 7.2kW@240VAC
Branch Circuit Protector	2-pole, common trip, 40AMP
Vehicle-to-Charger Connection	SAE J1772™ EV Connector via 18ft Cable
Energy Metering Accuracy	1% at 5min intervals; 0.5% capable
Standby Power	5 mA typical

Safety Specification

Personnel Protection System	Charging Circuit Interrupting Device (CCID) Trip Threshold 5mA, CCID 5 per UL2231-2, Auto reset with 15min delay
Automotive Unplug Detection	Charger output voltage terminated
Codes and Standards Compliance	UL 2231-1, 2231-2 and UL2594 compliant, NEC Article 625 compliant

Network Specification

Wide Area Network	Commercial CDMA or GPRS cellular network
Network Security	128-bit AES Encryption
Smart Card Reader	ISO 15693 (iCLASS), ISO14443 (MIFARE, DESFIRE)

Charger Status Displays

LED Array	270° visibility, multi-color visual status indicator
LCD Screen	2 lines, 16 characters per line, backlit

Environmental Specs

Outdoor Rated	NEMA 3R
Operating Humidity	Up to 95% non-condensing
Operating Temperature	-22 °F to 122 °F (-30 °C to +50 °C)

Other Specifications

Surge Protection	6kV@ 3,000A per UL 2231-2,
EMC Compliance	FCC Part 15 Class A, IC RSS-210
Approx. Shipping Weights	Head unit and cable: 35 lbs, Bollard pedestal: 22lbs, Wall mount bracket: 8lbs
Dimensions	18in high x 6in wide x 6in deep



Estimate

Lic# 34EBO11663
430 Commerce Blvd, Unit C
Carlstadt, NJ 07072

Date: 2/3/2021

Hartz Mountain Industries
500 Plaza Drive
Secaucus, NJ 07096-1515

Estimate #	210115
-------------------	---------------

P.O. #:	
----------------	--

Description	Qty	Rate	Total
Customer: Hartz Mountain Industries Contact: Ed Chernosky Location: 2030 Continental Drive, Wayne, NJ Requirements: Electric Vehicle Chargers Install 210115			
Installation Scope of Work:			
1. LJS Electric proposes to install and provide two (2) Sema Connect Commercial-Grade EV Charging Stations. Please refer to chart for detailed locations and installations methods.			
2. LJS to supply EV Charger equipment, wall mount hardware and programming and service as applicable. LJS will provide/install line voltage power and assemble/secure equipment.			
3. LJS installation for EV Chargers per site includes: <ul style="list-style-type: none"> • Run two dedicated 40amp, 240/208V Electrical circuits for dual-stations. • Provide electrical wiring, circuit breakers and misc. hardware as applicable. • Use existing electrical panel in warehouse 120/208V, make space for new circuits. • Remove and disposed outdoor receptacles to free up space for EV chargers. • Assemble, secure and mount EV charging stations as per manufacture specifications. • EV charges will be mounted on outdoor wall directly behind electrical panels within 15-20FT. • Perform electrical terminations for charging stations and into existing electric panels. • Wiring methods: wall mounted chargers, using surface mounted conduit. • Test EV charging stations, connectivity and circuit operation. 			
4. Benefits of installing Smart EV Charging Stations: <ul style="list-style-type: none"> • Improving property values • Making the community more attractive to eco-conscious residents • Providing a valuable amenity to EV driving residents and visitors • Improving the overall sustainability of a multi-family development • Earning LEED points. 			
5. Full One Year Service Program includes: <ul style="list-style-type: none"> • Network Service Program: Cloud-based management software, 1-800 driver support • Dedicated cellular data communications. • 24x7x365 state-of-health monitoring • Warranty Program: Full Replacement Service with no repair cycle 			
6. All work to be completed during regular business hours. Quoted using open-shop labor rates.			
Total for above	1	11,855.70	11,855.70T

Phone: 201.777.6611 **Fax:** 201.777.6630 **E-Mail** Lrafes@LJSelectric.com

LJS Electric, Inc. guarantees our workmanship for a period of one (1) year from the start on the job.
Customer Service is our #1 Priority!!!



Estimate

Lic# 34EBO11663
430 Commerce Blvd, Unit C
Carlstadt, NJ 07072

Date: 2/3/2021

Hartz Mountain Industries
500 Plaza Drive
Secaucus, NJ 07096-1515

Estimate #	210115
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P.O. #:	
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Description	Qty	Rate	Total
Job Conditions <ul style="list-style-type: none"> Quote is valid for 60 days and excludes NJ sales tax. Excludes permitting fees & filing management fees. Application process for rebates or LEED points. Excludes equipment protection means (bollards, barriers, bumps etc.) designated by each municipality's jurisdiction. Customer shall provide LJS and its technicians reasonable access/clearance to Customer's premises. LJS reserves the right to postpone the installation work in the event encountering any pre-existing electrical code violations. LJS will notify Customer of such existing conditions and will recommend necessary work to correct said condition via an approved customer change order request. Any extra charge options or changes, after contract is signed, will be billed separately and due upon completion of said option(s) or change(s). 			
NJ Sales Tax		6.625%	785.44

Phone: 201.777.6611 Fax: 201.777.6630 E-Mail Lrafes@LJSElectric.com

Total \$12,641.14

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