



Section B: Community Solar Energy Project Description

Project Name: Taylor Wildlife Preserve Community Solar

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

I. Applicant Contact Information

Applicant Company/Entity Name: Solar States
 First Name: Todd Last Name: Baylson
 Daytime Phone: 215 460-3732 Email: todd@solar-states.com
 Applicant Mailing Address: 1500 N American Street
 Municipality: Philadelphia County: Philadelphia Zip Code: 19122

- 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): Solar States
 First Name: Micah Last Name: Gold Markel
 Daytime Phone: 215 901-3262 Email: micah@solar-states.com
 Mailing Address: 1500 N American Street
 Municipality: Philadelphia County: Philadelphia Zip Code: 19122

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): Solar States
 First Name: Micah Last Name: Gold Markel
 Daytime Phone: 215 901-3262 Email: micah@solar-states.com
 Mailing Address: 1500 N American Street
 Municipality: Philadelphia County: Philadelphia Zip Code: 19122

- 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): Solar States (local hire/workforce development)
 First Name: Todd Last Name: Baylson
 Daytime Phone: 215 460-3732 Email: todd@solar-states.com
 Mailing Address: 1500 N America Street
 Municipality: Philadelphia County: Philadelphia Zip Code: 19122

IV. Property/Site Owner Information

Property Owner Company/Entity Name: Peter and Lily Taylor
 First Name: Peter Last Name: Taylor
 Daytime Phone: 856-889-2102 Email: petertaylorfarm@gmail.com
 Applicant Mailing Address: 5 Taylors Lane
 Municipality: Cinnaminson County: Burlington Zip Code: 08077

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): Solar States
 First Name: Todd Last Name: Baylson
 Daytime Phone: 215 460-3732 Email: todd@solar-states.com
 Mailing Address: 1500 N American Street
 Municipality: Philadelphia County: Philadelphia Zip Code: 19122

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): 3.289 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): 2755 River Road
 Municipality: Cinnaminson County: Burlington Zip Code: 08077
 Name of Property (optional, complete if applicable): _____



Property Block and Lot Number(s): 201/1.01
 Community Solar Site Coordinates: -74.986808 Longitude 40.024855 Latitude

Total Acreage of Property Block and Lots: 118 acres
 Total Acreage of Community Solar Facility: 10.4 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.):* 12 (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): packed earth, scrub brush, dilapidated sheds

*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:



The proposed site consists of hard packed dirt, dirt roads, scrub brush, former community gardens and dilapidated structures. The township is supporting this proposal because they have had to send emergency services for fires in and around the structures and other nuisance complaints and because they support a community solar development at this site. Both the township and owners believe the solar fits harmoniously with the property owner's stewardship goals.

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: ~ 68

If "Yes," estimated number of acres of trees that required to be cut for construction: 1.5 acres

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.

The proposed community solar site sits adjacent to a publicly accesible nature preserve that has been owned and maintained by the same family of stewards for more than 30 years. It is a special and cared for landscape and the community solar facility will be planted and maintained in the same spirit of stewardship. Please see attached introduction / Narrative for more details.

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)
Electrical Permit	Municipality	Preliminary discussions with AHJ
Building Permit	Municipality	"
Business License	Municipality	Authority Having Jurisdiction (AHJ)
Stormwater / Landcover	NJ DEP	Preliminary discussions with NJ DEP
Natural Resources	NJ DEP	Preliminary discussions with NJ DEP
Sedimentation Plan	Municipality	N/A
Interconnection Approval	Utility	Preliminary findings are positive

- 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):
 440 _____

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: 80% Commercial: 20%
 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): 10% _____

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

We anticipate working to subscribe affordable housing providers and ensuring that some level of discount is provided to tenants through our agreement with the property owner. This is part of our sincere engagement strategy with the community and also will assist in meeting program LMI goals, which we share. For more information see our answer to question 4 above contained in the attachments section.



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): Existing Taylor Wildlife Preserve meters
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber’s subscription: 1.8%

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?

We anticipate working to subscribe multifamily property account holders and ensuring that some level of discount is provided to tenants through our agreement with the property owner.



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: Solar States Contact Name: Leta Thomas
 Daytime Phone: 215 939-6699 Email: info@solar-states.com

*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.

The municipality is eager for the current land uses and condition to be replaced by the proposed community solar array, which they support.

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.

Please see attached letter of support from the Friends of the Taylor Wildlife Preserve which is a local community-based organization with whom we will partner to conduct outreach, civic engagement, hiring as well as subscription-related outreach.

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.

Please see attached letters of support. We are also committed to a sincere and multifaceted community engagement effort on both the landscape design as well as a commitment to local hire and engaging local subscription efforts accompanying the construction of the community solar array.

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 \$)	\$4,220,251
Net Installed Cost (in \$/Watt)	\$1.28
Initial Customer Acquisition Cost (in \$/Watt)	\$0.0002 per customer (\$658 per)
Annual Customer Churn Rate (in %)	26%
Annual Operating Expenses (in c/kWh)	\$0.02 (\$65,792)
Levelized Cost of Energy ("LCOE") (in c/kWh)	\$0.029

- 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:

Federal 26% Investment Tax Credit (ITC). Available New Jersey incentives for which the project is eligible including the TI / trec. We hope to leverage our workforce development efforts with additional sources of funding either philanthropic grants or state supported workforce development funding, both of which we have a track record of success with. We will utilize the available depreciation as we are able to.

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: six

Will these charging stations be public and/or private? public

Please provide additional details:

We will install EV chargers that will be available for visitors to the Taylor Wildlife Preserve as well as operations and maintenance staff of the solar array. These will be located adjacent to the array on the entrance road to the preserve.



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: 20

If "Yes," estimated number of permanent jobs created in New Jersey: 2

If "Yes," explain what these jobs are:

Solar installer as well as solar operations and maintenance (o & m). We intend to develop a training and workforce development program anchored by the community solar array to implement a NJ-based version of our existing local hire program. There will be additional work opportunities generated in terms of civil engineering, landscape architecture and landscape contractors, fence building, tree removal, and of work for electricians. See attached for details.

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):

We aspire to import the training and workforce development programs we have developed successfully in Philadelphia with this community solar array as an anchor project. Please see the introduction in the attachments for more details, as well as a letter of support from the Philadelphia Energy Authority regarding our training and workforce development partnership.

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: N/A

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, Micah Gold-Markel (name) am the Founder (title) of the Applicant Solar States 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: *Micah Gold-Markel*

Date: 2/3/21

Print Name: Micah Gold-Markel

Title: Founder

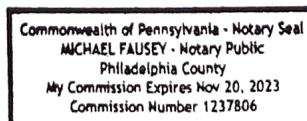
Company: Solar states LLC

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

Michael Fausey

Signature Michael Fausey

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, Micah Gold-Murkel (name) am the Founder (title) of the Project Developer Solar States 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: Micah Gold-Murkel

Date: 2/3/21

Print Name: Micah Gold-Murkel

Title: Founder

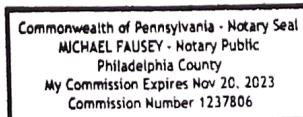
Company: Solar States LLC

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

Michael Fausey

Signature Michael Fausey

Name





Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Micah Gold-Markel (name) am the Founder (title) of the Project Owner Solar States 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: *Micah Gold-Markel*

Date: 2/3/21

Print Name: Micah Gold-Markel
 Title: Founder

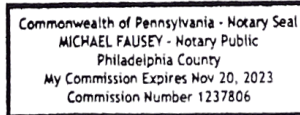
Company: Solar States LLC

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

Michael Fausey

Signature
Michael Fausey

Name





Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, PETER TAYLOR (name) am the Owner (title) of the Property Taylor Wildlife Preserve (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: 2/3/2021

Print Name: PETER TAYLOR

Title: OWNER

Company: Taylor Wildlife Preserve

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

[Handwritten Signature]
Signature

Name

DEIRDRE L MORRISON HAWLEY SALA
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES AUG. 19, 2023



Subscriber Organization Certification (optional, complete if known)

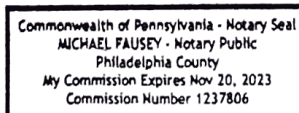
The undersigned warrants, certifies, and represents that:

- 1) I, Micah Gold-Markel (name) am the Founder (title) of the Subscriber Organization Solar States 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) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 5) I acknowledge that **submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.**

Signature: *Micah Gold-Markel* Date: 2/3/21
 Print Name: Micah Gold-Markel
 Title: Founder Company: Solar States LLC

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

Michael Fausey
 Signature
Michael Fausey
 Name





Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

This Questionnaire is Product Offering number 1 of 2 (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): kilowatt hours per year with guaranteed savings

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): four months, or _____ years OR month-to-month

4. Fees
 - Sign-up fee: n/a
 - Early Termination or Cancellation fees: n/a
 - Other fee(s) and frequency: n/a

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:

Our experience with the Philadelphia solarize LMI program is that affordable solar energy is very possible and we look forward to mirroring the pilot success there.





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 2 of 2 (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): kilowatt hours per year with guaranteed savings

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): six months, or _____ years OR month-to-month

4. Fees
 - Sign-up fee: \$10
 - Early Termination or Cancellation fees: n/a
 - Other fee(s) and frequency: n/a

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:

We will make efforts to offer discounts and other benefits to leverage the partnership with Taylor Wildlife Preserve and its constituents who we believe will be very interested in subscribing to the community solar because of their existing interests and worldviews about energy and their role as consumers.





Appendix B: Required Attachments Checklist

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

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

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



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

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



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





Appendix C: Evaluation Criteria

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

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



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

List of Appendix Items:

- Introduction & Project Narrative
- Additional Information for Specific Questions in the Application
- Subject USGS Map
- Dimensioned Site Plan
- Solar Design
- NREL PVWatts Solar Energy Production Estimate
- PSE&G Solar Suitability Map
- Critical Habitats / LandCover Map
- Executed land lease between property owner and Solar States
- Completed Permit Readiness Checklist
- Letters of Support
 - Philadelphia Energy Authority LMI program
 - Hunter / Abelson Neighbor
 - Judson Neighbor
 - Trust For Public Land Regarding Camden Partnerships
 - Township Note on Nuisance / Fire Calls
 - Friends of the Taylor Wildlife Preserve

Introduction and Project Narrative:

The Taylor Wildlife Preserve Community Solar project is a 3.28 MW (8224 400 watt panels) community solar project proposed for The Community Solar Energy Pilot Program Year 2.

Our proposal blends cherished landscapes and trusted community-based local institutions, the growth of renewable energy and local jobs, sensible land reuse, and deep civic engagement, all in furtherance of multiple New Jersey public policy goals.

The Taylor Wildlife Preserve is a 118 acre property located in Cinnaminson New Jersey. In the mid seventies the owners pursued the placement of a conservation easement over a large portion of the property that included critical environmental features such as wetlands as well as critical natural habitats. The decision formalized their long standing approach to stewardship of the property with a focus on natural systems, education, public access and civic engagement. Today the preserve remains a publicly accessible oasis with active organic farming, trails for strolling, organized bird watching and other programming and of course abundant wildlife. It is also a community-based institution that hosts student groups and operates a farm stand.

The southernmost portion of the property paralleling River Road was never part of the wildlife preserve and has always had a different function and configuration. It was originally developed as a series of community garden plots that were leased to gardeners. Over the years the interest in traditional gardening at the site has waned and the area has become a dilapidated storage zone where people leave boats, equipment, tires and other large items. Unfortunately a few of the current users have generated nuisance complaints to the local township. Additionally the fire department has been dispatched on several occasions to extinguish fires that risked getting out of control. The property owners and the township are aligned in being unwilling to allow the current situation to continue. The current land use is basically packed dirt, scrub brush, and some dilapidated garden structures that are no longer used for their intended purpose. The current configuration is untenable to the owners so the timing of the community solar pilot program is a timely match for their thinking about a suitable and stewardship-spirited future for this portion of the property.

Our proposed solar array is a future-leaning effort to repurpose the southernmost portion of the property into a 21st century companion to the wildlife preserve and the rest of the parcel. Generating clean local energy is a contemporary extension of the intentions and stewardship that first established the wildlife preserve on the property. The community solar array will leverage the location and existing community relationships to generate sincere interest and attract subscribers. This virtuous cycle will additionally help the preserve retain and add new constituents and supporters. The wildlife preserves existing email newsletter and social media outlets will be used for outreach and as a mechanism for individuals looking to be engaged in the community solar project or find a job in the growing solar industry. The rental income will further ensure that the owners of the wildlife preserve have every incentive to keep this special and tranquil place undeveloped so future visitors can experience the flora, fauna and wildlife.

Additionally, we intend to improve the appearance and environmental functionality of this most public facing aspect of the property, which is the section along River Road. We plan to design a beautiful supplemental landscape filled with green infrastructure to manage stormwater and robust plantings designed to introduce quality habitat, improve soil quality, and encourage pollinators. There will be a small parking area created with a pervious aggregate surface that will host several EV chargers. The solar array will be a better neighbor to the township and nearby neighbors than the current configuration.

In terms of local outreach and engagement, our proposal includes a sincere civic engagement process so that neighbors, local government and nearby community-based organizations are aware of what we are proposing. The civic engagement effort will guide and inform our landscaping plan and the desired physical appearance of the property from River Road. We will actively seek input from neighbors and constituents and we hope to gain their support. We intend to do this project the right way and improve the section of the property in which the solar is proposed. We will work with the neighbors to ensure it is supported. Hopefully by engaging the local community in a sincere civic engagement effort we can usher in even more solar energy projects.

Lastly, we wanted to establish the strong connection between this proposed project with the approach that the applicant and developer - Solar States - already takes in terms of education, workforce development and efforts to ensure that the growth of the solar industry includes low and moderate income (LMI) communities. The construction of more solar energy is a state public policy goal of both the Governor of New Jersey and the State of New Jersey because of its many economic, environmental and social benefits. Solar installer is one of the three fastest growing job opportunities throughout the country. Importantly becoming a solar installer does not require a high level of traditional educational attainment. One can get interested in solar while pursuing high school or a GED, find a free or low cost introductory course in school or as part of vocational training, and then gain experience working on the job. Installers who are interested and motivated are typically able to climb the occupational ladder to become a crew lead or an operations manager to make more money and grow responsibility. The industry and our company specifically offer solar installers family-sustaining wages. Solar projects are also relatively quickly able to be "shovel-ready" compared with many types of infrastructure projects so mobilization and hiring of workers is speedy once permits are granted etc. In combination these characteristics make jobs in the solar industry a good match for 21st century workforce development efforts, which are sorely needed in the aftermath of Covid. The renewable energy industry is a place where many people who need jobs will find meaningful work for at least several decades to come.

Solar States plays a central and organizing role in the education and workforce development efforts of the solar industry because we make education, workforce development and local hire central components of our business. In partnership with City agencies, educational institutions and other stakeholders we operate technical trainings and run educational sessions to get interested people educated enough to get their first job as a solar installer. We try to position graduates to be part of the field if it is something they want. We are currently operating multiple

training programs, all in partnership with other often community-based organizations such as the Energy Conservation Agency (ECA), OIC, and the City of Philadelphia. Our trainings are based on a comprehensive curriculum we helped develop called ***Find Your Power*** which has become an accepted curriculum for solar training across the state of Pennsylvania. Trainings are typically led by the Founder of Solar States Micah Gold Markel as well as our Chief Education Officer Spencer Wright. Technical staff in sales, permitting, operations and maintenance supplement the trainings from time to time in an effort to offer a well rounded curriculum and basis of experience for students. Solar States hired five new solar installers in 2020 from the educational programs we run. We pledge to bring the same education, workforce and local hire efforts to our involvement in the Taylor Wildlife Preserve Community Solar project.

We are also a partner in a recently initiated LMI solarize program organized by the Philadelphia Energy Authority. The details of this partnership are described in more detail in response to Question 4 in Section IX below.

Additional Information For Specific Questions in the Application:

Section VII, Question 18, Section . The community solar facility we propose will be designed and planned to enhance the site. As noted in our introduction, there are a number of reasons why the current conditions on the site are untenable and because of this, our proposal is going to be an improvement. However, there are a number of design features and commitments we are making in this application to thoroughly improve and enhance the site.

The proposed community solar site sits adjacent to a publicly accessible nature preserve that has been owned and maintained by the same family of stewards for more than 30 years. It is a special and cared for landscape and the community solar facility will be planned, designed, planted and maintained in the same spirit of stewardship. We and our partners in this endeavour, the land owners, see the community solar array as the 21st century embodiment of their approach to stewardship of the property and natural resources therein. The landscape and site design will be conceptualized through a community-oriented charrette we are committed to holding in partnership with the land owners and the nature preserve. We will work diligently to solicit and incorporate feedback from the community. The outreach and meetings will be part of our civic engagement effort to generate support and interest for the community solar array. Our strategy will focus on three main areas: (1) site perimeter (2) green infrastructure to manage stormwater and (3) intentional plantings, including pollinator friendly habitat.

We intend to ring the publicly facing portions of the solar site with small trees and plantings that will not limit the sunlight but will visually screen the array from River Road. There will need to be a perimeter fence which will also be well design and attractive. We commit to not using chain link fencing as an example. Movement throughout will rely on packed dirt roads formalized during construction.

We will also embark on green infrastructure stormwater management efforts throughout the Community Solar Site. Subsequent to a site survey, we will work with a land planner and

engineer to optimize water flows in concert with thoughtfully dispersed planting pods. These concepts will become swales and other features to hold stormwater after large rain events allowing it to drain more slowly. The plantings for the green infrastructure will be intentionally chosen for their “wet feet capabilities. As the owners of the solar array we will work with the property owners to incorporate landscape maintenance into our annual planning and operations cycle. Solar States will take caring ownership for maintenance of the solar site and will commit to holding funds in reserve to ensure adequate funding for annual landscape maintenance if desired by the property owner.

Regarding creating animal friendly habitat in support of pollination, we are committed to work with a horticulturalist familiar with our region and the adjacent Taylor Wildlife Preserve to design, plant and manage / maintain appropriate vegetation throughout the area where the solar array is located. The vegetation will be selected to be friendly to pollinators so that it creates a more vital and healthy natural ecosystem that improves the whole area and grows the important pollinator population. We will utilize the work of the Clean Energy States Alliance, vai reports such as this, to enhance our efforts: <https://www.cesa.org/wp-content/uploads/State-Pollinator-Friendly-Solar-Initiatives.pdf>

Our plantings and habitat considerations will be oriented to scoring highly on a mature and comprehensive “Pollinator Habitat Scorecard” such as the one produced by the University of Vermont and partners, depicted below and linked here: https://www.uvm.edu/sites/default/files/Agriculture/Pollinator_Solar_Scorecard_FORM.pdf

Solar Site Pollinator Habitat Scorecard

For site and seed mix planning, designing, and assessment. Pollinator planting area shall always be managed to prevent and eliminate invasive species as defined in 6 V.S.A. chapter 217 § 5101(2). Scorecards must be renewed every three years or sooner. Standards below refer either to the site plan or an established site. The site area is consistent with the "Limits of Disturbance" per Net Meter Rule 5.103.

1. Percent site's vegetative cover is flowering species (select one)

1-15 percent (5 points)

16-30 percent (10 points)

31-45 percent (15 points)

46-60 percent (20 points)

2. Flowering perennial species to be used (select all that apply)

Includes species of Northern New England and adjacent New York provenance (5 points)

Amount of seed to be planted (lbs/acre) is determined according to seed provider's recommended application rate and/or planting density for planted species in the target area (5 points)

Includes only VT native or naturalized perennial species. (15 points) *Species native to the biophysical region preferred.*

3. Cover diversity within the ground cover area (# of flowering plant species that constitute >2 percent cover each; select one)

1-9 species (5 points)

10-19 species (10 points)

20 or more species (15 points)

4. Seasons with at least 3 blooming species with >2 percent cover each (select all that apply)

Spring (10 points)

Early summer (5 points)

Late summer (5 points)

Fall (5 points)

5. Observed pollinator nesting habitat within 0.25 miles (select all that apply)

Bare ground patches one square foot or larger, with undisturbed and well-drained soil (2 points)

Forest edge habitat that includes flowering shrubs and young trees (2 points)

Cavity nesting sites (e.g., dead trees, stags, fallen logs, shrubs, plants with pithy-stemmed twigs such as sumac, rose, raspberry) (2 points)

Creation of nesting habitat features (e.g. boxes, tunnels) (0.2 points per feature)

features: x 0.2 = 0.00 points

6. Pollinator management practices (select all that apply)

Mowing occurs only after October 15, and before May 1 each year; mowing height is 5" or higher (5 points)

Detailed establishment & management plan (10 points)

Detailed plant & wildlife monitoring plan (10 points)

7. Pesticide risk (select if applicable)

On-site insecticide use on plants (includes prior application to seeds/plants.) (-40 points)

8. Vegetation buffer adjacent to the solar site (select all that apply)

At least 50% of buffer area vegetative cover planted with flowering plant species (5 points)

At least 50% of buffer area vegetative cover planted with VT native or naturalized shrub species (5 points) *Species native to the biophysical region preferred.*

Buffer at least 30 feet wide (10 points)

Site Owner or Designee: _____

Date: _____

Vegetation Consultant: _____

Seed Supplier: _____

Project Address: _____ Project Size: _____

Target Seeding Date: New Retrofit Revised Scorecard Attached Seed Mix Specs or Management Plans

Pollinator-Friendly Score: 10.0

Meets "Pollinator-friendly Solar" Standard: 70-84

Provides Excellent Habitat: >85

The signatory certifies that the solar site adheres to this Scorecard in accordance with 6 V.S.A. chapter 217. The practices called for in this Scorecard are subordinate to any requirements of applicable State permits, agency rule or ordinance. All solar projects must comply with applicable Vermont Public Utility Commission and Agency of Natural Resources permit conditions, even if those conditions conflict with practices deemed by this Scorecard.

Upload completed scorecard at: go.uvm.edu/pollinator-friendly-solar

This form was produced by the Pollinator-Friendly Solar Initiative of Vermont:

Annual Deliverables of Cooperative Extension with: Act of 1993 and June 20, 1994. In cooperation with the United States Department of Agriculture, University of Vermont Extension, Burlington, Vermont; University of Vermont Extension, and U.S. Department of Agriculture, cooperating, offer education and employment to everyone without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or familial status.

The intentional planting of ground mounted solar arrays to create healthy natural habitat and improve soil conditions is an exciting and evolving part of the solar industry that is improving the land on which solar is built and the habitats in which it co exists. We pledge to bring this approach to this project and have built in the necessary funds to pay for the necessary expertise, materials and maintenance resources.

Section IX, Question 4

Solar States has substantial experience, both from an installation and employment perspective, navigating the challenges of ensuring that the growth of solar includes LMI communities and seeks to leverage the community solar pilot to achieve these internal public policy goals. Solar States is actively partnering on and invested in a LMI residential solarize program launched in partnership with the City of Philadelphia’s Energy Authority. The Solar Savings Grant Program (SSGP) as it is known is an exciting new initiative providing a significant grant subsidy for solar installation on the homes of Low and Moderate Income Philadelphia residents. This program is born from a partnership between the Philadelphia Energy Authority, Centennial Parkside Community Development Corporation, and Solar States. Through this program, Philadelphia residents who earn less than 80% of Area Median Income are able to go solar for \$0 down on a low-interest loan with no credit requirement, **for an overall cost that’s less than half the market rate for solar.** These homeowners will immediately see savings on their monthly costs and once the 15-year Loan is paid off, the homeowners will own the solar system out right. The Solar Savings Grant Program is a targeted initiative to support equitable solar development in low-income and underserved communities with the goal of bridging racial and economic wealth gaps and accelerating a Just Transition towards the renewable energy economy. Solar States is installing the 40 SSGP installs. We welcome additional questions and discussion and hope that reviewers see our participation as a sincere effort to engage customers and make sure LMI communities are included as the solar industry grows.

For more details please feel free to reach out to Todd Baylson todd@solar-states.com, or my colleague Jackson Kusiak jackson@solar-states.com. To speak with the program organizer, please contact Laura Rigell lrigell@philaenergy.org. Information on the SSGP is included below.

Also, here is a recently made a map of where all the LMI installs are taking place <https://www.easymapmaker.com/map/4341e47d445eb7e75c8ce86de946fd1e>

The screenshot shows the 'CONTACT' page of the Solarize Philly website. At the top, there is a navigation bar with the Solarize Philly logo on the left and links for 'About Us', 'How It Works', 'Why Go Solar with LSP', 'FAQ', 'Solar Training', and 'Solar Savings Grant Program' on the right. Below the navigation bar is a header with the 'CONTACT' title and the Philadelphia Energy Authority logo. The main content area is divided into two sections. The first section is for the Philadelphia Energy Authority, providing the address (City Hall, 1400 JFK Blvd. Room 566, Philadelphia, PA 19107), email (solarize@philaenergy.org), phone (215) 686-4483, and a website link. The second section is for Solar States, labeled as a 'PRE-APPROVED INSTALLER FOR 2020', providing the address (1508 N American St, Philadelphia, PA 19122), email (info@solar-states.com), phone (215) 939-6699, and a website link.

SOLAR SAVINGS GRANT PROGRAM



PEA's Solar Savings Grant Program supports low- and moderate-income households to participate in Solarize Philly. PEA provides a grant for a portion of the project cost for eligible households, so that participants can finance the remainder of the cost and start saving from Year 1, regardless of their FICO score. To qualify for the Grant Program, your total household income must be at or below 80% of the Area Median Income (see table below), you must have paid your PECO bill on time and in full for the past 12 months, and you must own and occupy the property where the solar PV system will be installed.

The Solar Savings Grant Program is supported by Solarize Philly Program Fees and a PHARE Grant from the Pennsylvania Housing Finance Agency.

Eligibility Requirements

To participate in the program you must:

- Have paid your PECO bill on time and in full for the past 12 months.
- Own and occupy the property where the solar PV system will be installed.
- Have a household income at or below 80% of Area Median Income (AMI), as shown below:

Household Size	Upper Limit for 80% AMI
1	\$50,500
2	\$57,700
3	\$64,900
4	\$72,100

Section IX, Question 9

Although we intend for the community solar array to serve the local community - and thus we selected same / adjacent municipalities in response to question 9, we hope to include the City of Camden in our outreach zone so that its residents see some of the benefits of lower cost solar energy. We have begun establishing a partnership there, as documented in the attached letter from the Trust For Public Land. See attached in the section with letters of support.

Section X, Question 2

Please see the attached list of incidents in the appendix section below which the Cinnaminson Fire Dept provided documenting the nuisance calls and various incidents that they have recorded regarding the proposed solar site. Both the property owner and the township are eager to transition the part of the property under discussion to the community solar array and to conclude the existing conditions on the site which are untenable for the owner.

Section XI, Question 1

See below for a screenshot of our cost estimate. [This link](#) will lead to an excel spreadsheet posted on google drive which can be downloaded for further review.

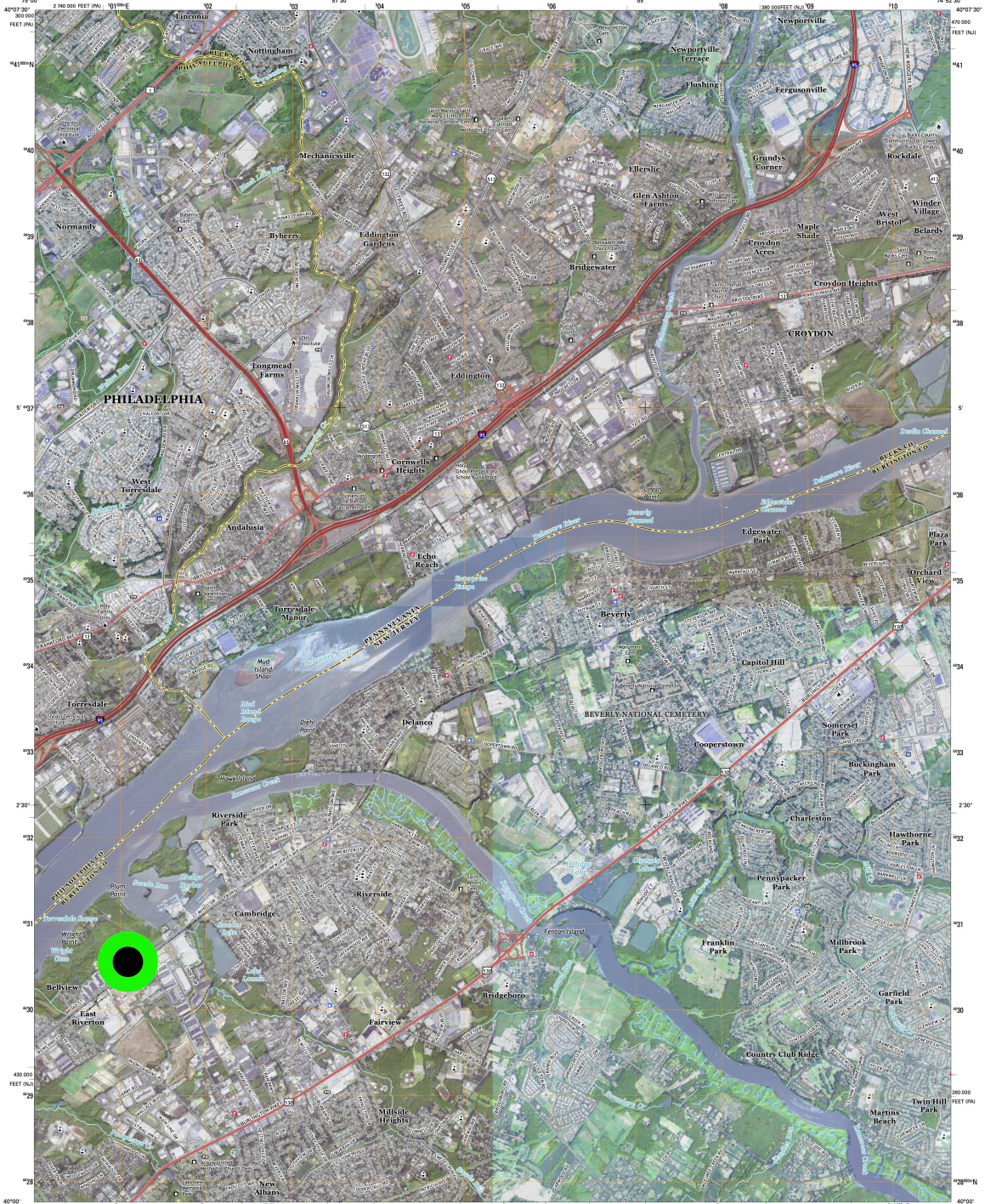
Taylor Wildlife Preserve Community Solar 2021	
Location	2775 River Road, Cinnaminson NJ 08077
System sizes DC	3,289,600
# of panels	8224
Azimuth	180
panel details	Trina 400w
inverter details	SE 100 kW (26)
drive time	20 min
racking	ground mount, pile driven, pollinator + green infrastructure landscape
mechanized lifting	Yes
onsite storage	Yes
notes	NJ Community Solar Pilot Y2
Task / Scope	Budget Amount
project planning, safety training	\$34,000
layout and loading	\$37,890
install racking	\$122,079
install panels + initial DC wiring	\$142,600
DC electrical	\$90,200
AC electrical + mounting inverters	\$80,400
AC electrical + interconnection	\$102,000
administration, permits etc.	\$194,000
trenching, subsurface	\$70,000
plantings and landscape	\$60,000
civic engagement - website, meetings	\$13,600
solar and electrical equipment	\$2,859,400
contingency	\$414,082
total	\$4,220,251



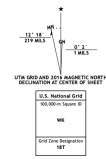
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



BEVERLY QUADRANGLE
NEW JERSEY-PENNSYLVANIA
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1,000-meter grid. Universal Transverse Mercator, Zone 18T
to 200,000-foot Universal Transverse Mercator System of 1983
(South zone), New Jersey Coordinate System of 1983
(South zone), New Jersey Coordinate System of 1983
(North zone).



SCALE 1:24,000
0 0.5 1 1.5 2
METERS 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
0 0.5 1 1.5 2
KILOMETERS 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000



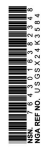
ROAD CLASSIFICATION
Expressway
Interstate Route
Local Connector
Local Road
US Route
State Route

QUADRANGLE CORNER

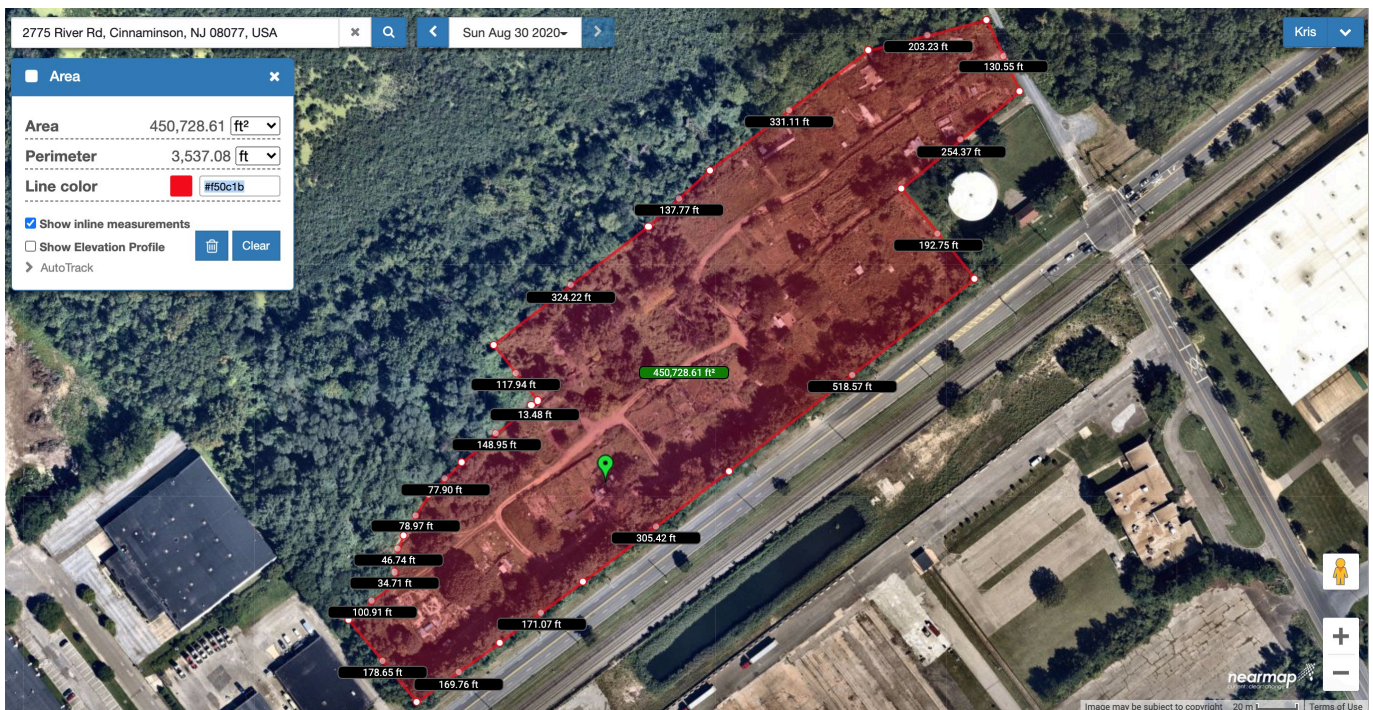
1	2	3
4	5	6
7	8	9

1 Helms
2 Langhorne
3 Thomas West
4 Frankford
5 Camden
6 Faberston
7 Mount Holly

BEVERLY, NJ-PA
2016



Dimensioned Site Plan



Solar Design



NREL PV Watts Solar Energy Production Estimate

RESULTS



4,366,250 kWh/Year*

System output may range from 4,194,220 to 4,534,787 kWh per year near this location.
Click [HERE](#) for more information.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	3.20	272,983	20,146
February	4.00	305,168	22,521
March	4.66	385,141	28,423
April	5.74	439,976	32,470
May	5.59	428,977	31,659
June	6.02	441,874	32,610
July	6.34	472,138	34,844
August	5.88	432,946	31,951
September	5.08	368,044	27,162
October	4.06	323,951	23,908
November	3.29	259,415	19,145
December	2.77	235,638	17,390
Annual	4.72	4,366,251	\$ 322,229

User Comments

Type here to add optional comments to printout.

Download Results: [Monthly](#) | [Hourly](#)

[Find A Local Installer](#)



* **Caution:** The PVWatts[®] energy estimate is based on an hourly performance simulation using a typical-year weather file that represents a multi-year historical period for Philadelphia, PA for a Fixed (open rack) photovoltaic system. The kWh range is based on analysis of a nearby data site described [here](#).

The estimate for the value of this energy is the product of the AC energy and the average retail electricity rate. This value is useful for basic comparisons but does not account for financial considerations in a cash flow-based analysis. All of these results are based on assumptions described in [Help](#) that may not accurately represent technical or economic characteristics of the project you are modeling.

Location and Station Identification

Requested Location	2775 River Road Cinaminson New Jersey
Weather Data Source	Lat, Lon: 40.01, -74.98 1.2 mi
Latitude	40.01° N
Longitude	74.98° W

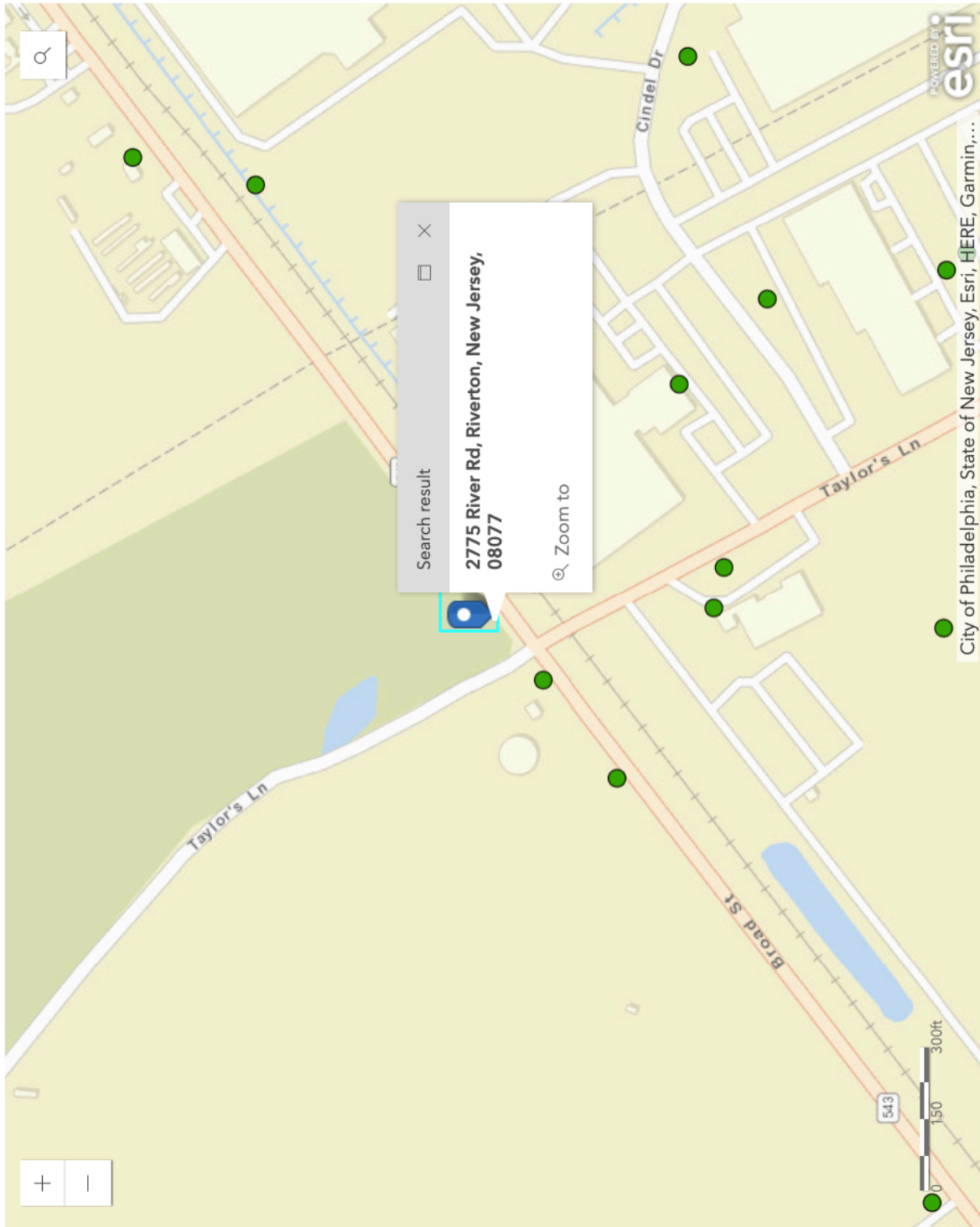
PV System Specifications (Commercial)

DC System Size	3290 kW
Module Type	Standard
Array Type	Fixed (open rack)
Array Tilt	20°
Array Azimuth	180°
System Losses	14.08%

Legend

SolarPowerSuitability

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



Critical Habitats / Land Cover Map - Illustrating the lack of



SOLAR LEASE AGREEMENT
COVER SHEET

This Solar Lease Agreement (consisting of this Cover Sheet, the Terms and Conditions, all Exhibits referenced herein and attached hereto, this "Agreement") is made and entered into as of the Effective Date and between the parties listed below.

<p>Party A, as Lessee: Solar States LLC, ("Solar States")</p> <p>Contact: Micah Gold-Markel Solar States, Founder (215) 939-6699</p> <p><u>Premises Location:</u> 2755 River Road Riverton, NJ 08077</p> <p><u>Pricing:</u></p> <p>Development Period Payment: \$3,000 per year</p> <p>Term Rent: \$3,000 per year per acre</p> <p>Term Rent Adjustment: 2 % increase per year</p>	<p>Party B, as Lessor: Peter Taylor, (the "Lessor")</p> <p>Contact: Peter Taylor Landowners (856) 889-2101</p> <p><u>Duration:</u> Date of Agreement: 2/3/2021 (<i>Effective Date</i>)</p> <p><u>Estimated Commercial Operation Date:</u> 4/1/2022</p> <p><u>Term:</u> Initial Term: 20 years from the System's Commercial Operation Date, with option to extend the Lease Term for up to one (1) additional and successive period of five (5) years</p>
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The Lessor and Solar States shall each be referred to in this Agreement individually as a "**Party**" and, together, as "**Parties**".

RECITALS:

WHEREAS, The Lessor owns and occupies the land located at 2755 River Road in Riverton, New Jersey 08077, described in Exhibit A attached hereto (the "**Premises**") and desires to lease a portion of the Premises (the "**Lease Area**", defined below) to Solar States;

WHEREAS, The Lessor desires that Solar States install the System, to be located at the Premises, and Solar States is willing to perform the installation of the System; and

WHEREAS, Solar States further desires to lease the Lease Area and the Easements from the Lessor, and to operate and maintain the System, and provide other services in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Each of the following documents shall be deemed part of this Agreement and are incorporated herein by this reference as though set forth herein in their entirety:

- Terms and Conditions
- Exhibit A, Premises Legal Description
- Exhibit B, Lease Area Description & Design Layout

2. This Agreement constitutes the entire agreement and understanding between Solar States and the Lessor with respect to the subject matter hereof and supersedes all prior agreements, written or verbal, if any, between them relating to the subject matter hereof, which are hereafter of no further force or effect. The Terms and Conditions and the Exhibits, referred to herein, are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail over the terms of the Exhibit and any Exhibit shall be corrected accordingly if inconsistent with this Agreement.

3. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of the Lessor and Solar States.

4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without reference to its principles or conflicts of laws.

5. The relationship between Solar States and the Lessor shall not be that of partners, agents, or joint ventures, and 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. Solar States and the Lessor, in performing any of their obligations hereunder, shall be independent contractors and shall discharge their contractual obligations at their own risk. Neither Party has the right to create an obligation for the other Party.

6. This Agreement may be executed by facsimile or scanned signatures transmitted by electronic mail and/or in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Solar Lease Agreement as an instrument under seal as of the Effective Date.

Solar States

By: *Michael Gold-Markel*

Name: *Michael Gold-Markel*
Title: *Founder*

Lessor

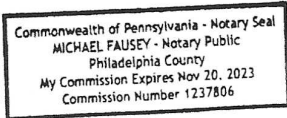
By: *Peter Taylor*

Name: *Peter Taylor*
Title: *Owner*

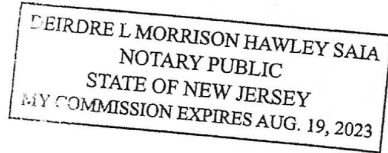
ACKNOWLEDGMENT
(Solar States)

Notary Public Statement, Seal, and Signature

February 3, 2021
Michael Fausey



Deirdre L Morrison Hawley Saia



TERMS AND CONDITIONS

THIS SOLAR LEASE AGREEMENT (“**Agreement**”) is made and entered into as of this 3rd of February, 2021 (the “**Effective Date**”), by and between Peter Taylor, a person with a principal address of 5 Taylors Lane Cinnaminson, NJ 08077 (“**Lessor**”) and **Solar States LLC**, a Pennsylvania limited liability company (“**Solar States**”). Lessor and Solar States Name are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

ARTICLE 1 - DEFINED TERMS; RULES OF INTERPRETATION

1.1 **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement, or as otherwise set forth below.

“**Agreement**” means this Solar Lease Agreement, including the Solar Lease Agreement Cover Sheet, all Exhibits and attachments hereto.

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“**Bankrupt**” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the Applicable Legal Requirements of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“**Casualty Date**” shall have the meaning set forth in § 11.2.

“**Commercial Operation Date**” means the tenth (10th) day after the Lessor’s receipt of a Completion Notice for the System.

“Completion Notice” means a notice from the Solar States to the Lessor when the System is generating electric power and has been accepted for continuous commercial service by the LDC.

“Development Period Payment” means an annual rent amount of \$3,000, paid on a prorated basis for use of the Premises for the number of days from the Effective Date to the Commercial Operation Date.

“Dispute” shall have the meaning set forth in §14.1.

“Easements” mean the easements granted pursuant to § 2.1, and which area(s) may be later defined by the Parties.

“Effective Date” is the date first set forth in the introductory paragraph of this Agreement.

“Environmental Attributes” means any offset, credit, benefit, reduction, rebate, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, RECs, Solar RECs, carbon credits, Green-e products, investment tax credits, production tax credits, forward capacity market credits or other credits earned by or in connection with, or otherwise attributable to, the System, or the electricity produced by the System, under or with respect to the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), any state or federal renewable portfolio standard or renewable energy standard or other portfolio purchase mandate or requirement, including the renewable portfolio standard of the State of New Jersey, the Regional Greenhouse Gas Initiative or any statute or regulation implementing the foregoing, any federal or other applicable act or regulation relating to carbon emissions or a cap or other limitation thereupon or any other state, federal or other Governmental Authority act, law or regulation that provides offsets, credits, benefits, reductions, allowances or incentives of any kind or nature related to electricity generation, generation capacity or emissions (or the lack or avoidance thereof).

“Equipment Leasing Party” means, if applicable, any Person to whom Solar States transferred the ownership interest in the System, subject to a leaseback of the System from such Person.

“Events of Default” means a Lessor Event of Default or a Solar States Event of Default.

“Financing Party” or **“Financing Parties”** means any and all Persons or successors in interest thereof, directly or indirectly, (i) lending money, (ii) extending credit, (iii) investing equity capital or (iv) providing or financing any System or other arrangement including tax equity investments for or in connection with any of the following: (a) the construction, term or permanent financing of the System; (b) working capital or other ordinary business requirements of the System (including the maintenance, repair, replacement or improvement of the System); (c) any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the System; or (d) the purchase of the System and the related rights. For avoidance of doubt, “Financing Party” shall include an Equipment

Leasing Party, if any, and any person providing any of the foregoing categories of financing to Equipment Leasing Party with respect to the System.

“Force Majeure Event” means an event, occurrence or circumstance, or combination thereof, beyond the reasonable control of a Party which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, and is not the result of the negligence of the Claiming Party, and which by the exercise of reasonable due diligence, the Claiming Party is nonetheless unable to overcome or avoid or cause to be avoided, including, but not limited to: (a) acts of God, terrorism, war, blockade, riot, civil disturbance or sabotage; (b) any effect of unusual natural elements, including fire, subsidence, earthquakes, floods, lightning, tornadoes, unusually severe storms, or similar cataclysmic occurrence or other unusual natural calamities; (c) environmental and other contamination at or affecting the Premises, the Lease Area, the System or a Party’s obligations hereunder, except as may be caused by the negligence or affirmative act of a Party; (d) explosion, accident or epidemic; (e) failure of a Governmental Authority to issue any permits properly applied for or to take any other action required to be taken by such Governmental Authority; (f) failure of an LDC to issue any permissions properly applied for and diligently pursued in good faith, or to take any other action required to be taken by such LDC; and (g) general strikes, lockouts or other collective or industrial action by workers or employees, or other labor difficulties; provided, that neither the lack of money nor changes in market conditions shall constitute a Force Majeure Event.

“Governmental Authority” means the United States of America, the State of New Jersey, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

“Hazardous Materials” means those substances defined, classified, or otherwise denominated as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant,” “toxic pollutant” or oil in the Applicable Legal Requirements or in any regulations promulgated pursuant to the Applicable Legal Requirements.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) the maximum rate permitted by Applicable Legal Requirements. In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessor and reasonably acceptable to Solar States. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of 365 days and the actual number of days for which such interest is due. In no case shall the Interest Rate for this Agreement be less than 2% per year.

“LDC” means the regulated electric local distribution company that provides electric distribution service to the municipality in which Lessor is located, which as of the Effective Date is Public Service Enterprise Group (“PSEG”).

“LDC System” means the electric distribution system operated and maintained by the LDC.

Lease Area means the portion of the Premises in which the Lessor grants Solar States a lease to allow the installation, operation, repair and removal of the System, which area shall include the Easements, and means the real property depicted in the plan attached as Exhibit B until the Lease Area is further defined as follows: Within sixty (60) days of the Commercial Operation Date, Solar States shall, solely at its' expense, obtain a survey of the portion of the Premises determined to be the final Lease Area, and that survey or plot plan shall be an amendment to this Agreement as a new Exhibit B, and the Lease Area shall then mean the portion of the Premises defined by the survey.

"NJ DEP" means the New Jersey State Department of Conservation.

"Solar States Indemnified Parties" shall have the meaning set forth in § 13.2.

"Solar States' Maintenance Obligations" shall have the meaning set forth in § 5.1.1.

"Solar States Property" shall have the meaning set forth in § 2.6.1.

"Permitted Repair Period" shall have the meaning set forth in § 11.2.

"Person" means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Premises" has the meaning set forth in Exhibit A and shall include the Lease Area.

"System" means the solar electric generating facility to be installed in the Lease Area, including but not limited to the System Assets, which produces electricity.

"System Assets" means each and all of the assets of which the System is comprised, including Solar States' solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the LDC delivery point, protective and associated equipment, improvements, metering devices, fencing and other tangible and intangible assets, including System electricity production and Environmental Attributes, and permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

"Term" shall have the meaning set forth in § 3.1 herein.

"Term Rent" means, after the Commercial Operation Date, an annual amount equal to \$3,000 per acre escalating at 2% annually. The Lessor acknowledges that this rent constitutes fair market value rent payable in an arms-length transaction.

"Termination Date" means the earlier to occur of (i) the last day of the Term, and (ii) the date of termination of this Agreement as the result of an Event of Default.

1. **Rules of Interpretation.**

Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The

words hereto, hereof and hereunder shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

ARTICLE 2 - THE PREMISES

2. Lease Area.

The Lessor, for and in consideration of the covenants and agreements on the part of Solar States contained in this Agreement, does hereby lease to Solar States, and Solar States does hereby take from the Lessor, upon and subject to the conditions hereinafter expressed, the Lease Area for the sole and exclusive use of constructing, operating, maintaining, repairing and removing the System. Solar States' use of the Lease Area is subject to all Applicable Legal Requirements

1. Easements.

The Lessor further grants the following easements ("**Easements**") to Solar States, during the period commencing on the Effective Date of this Agreement and ending upon the expiration or earlier termination of the Term:

1.1. a non-exclusive easement for access to the Lease Area across or through the external portion of the Premises and any surrounding or adjacent area owned or leased by the Lessor which is necessary in such location and of such dimensions as determined by the LDC and approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed by the Lessor in its reasonable discretion, to gain access to the System;

1.2. a non-exclusive use right of an area on the Premises to be used solely for System construction, repair and removal; and

1.3. an easement for the installation, operation and maintenance of electric lines necessary to interconnect the System to the LDC's electric distribution System in such location and of such dimensions as determined by the Lessor in its reasonable discretion which shall not be unreasonably withheld, conditioned or delayed.

1.4. The preliminary location of such Easements are set forth on Exhibit B attached hereto and such Exhibit will be supplemented prior to the start of construction of the System subject to the approval of the Lessor which shall not be unreasonably withheld.

2. File Notice of Lease.

Parties agree that this Agreement shall not be recorded, but the Parties shall execute and record a Notice of Lease that shall describe the Lease Area and Easements and shall otherwise be reasonably acceptable to both Parties. Any subsequent amendments of this Agreement, including all easements subsequently entered into in accordance with ARTICLE 3 hereof, shall be reflected by filing with the County an appropriate Notice of Amendment to Lease. All recordation shall be at Solar States' expense.

3. Lessor Representations and Warranties.

The Lessor represents and warrants that:

3.1. Intentionally left blank

3.2. It has no knowledge of any violations of Applicable Legal Requirements with respect to the Premises or any event or condition having occurred which with the passage of time or giving of notice would constitute such a violation.

4.As-Is Lease of the Lease Area and Easements.

4.1. Solar States accepts the Lease Area after a full and complete examination thereof, as well as the title thereto, and knowledge of its present uses and non-uses. Except as expressly provided herein, Solar States accepts the Lease Area in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Lessor or any person purporting to represent the Lessor and without recourse against the Lessor, as to the title thereto, the nature, condition or usability thereof or the suitability of the Lease Area for the use or uses to which the Lease Area or the Premises or any part thereof may be put as authorized hereby.

4.2. Except as expressly provided herein, the Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Lease Area or the Premises.

4.3. Notwithstanding anything contained in this ARTICLE 2, neither Solar States nor any entity which enters into a sublease with Solar States with respect to all or any portion of the Premises, shall be liable for any conditions on the Premises arising from or related to acts or omissions occurring prior to the Effective Date or any "release" of any Hazardous Materials from the Premises, unless, and to the extent, caused wholly or partly by Solar States or any of its related entities, contractors, invitees or licensees.

4.4. The parties acknowledge that Solar States will maintain the leased area so that it is suitable for the operation of a solar energy system. Solar States and the Lessor may opt to co-maintain the Leased Area for farming operations that work in conjunction with the operation of the solar energy system.

5.Ownership of the System.

5.1. **Title to System**. Subject to the rights provided to the Lessor pursuant to other terms hereof, the System and all alterations, additions, improvements or installations made thereto by Solar States and all Solar States property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Solar States ("**Solar States Property**"). In no event shall any Solar States Property be deemed a fixture, nor shall the Lessor, nor anyone claiming by, through or under the Lessor (including but not limited to any present or future mortgagee of the Premises) have any rights in or to the Solar States Property at any time except as otherwise provided herein. Except as provided otherwise herein, the Lessor shall have no ownership or other interest in the System or any System Assets or other equipment or personal property of Solar States installed on the Premises, and Solar States may remove all or any portion of the System or any System Assets at any time and from time to time as further provided in and subject to, this Agreement. Without limiting the generality of the

foregoing, Lessor hereby waives any statutory or common law lien that it might otherwise have in or to the System and other System Assets or any portion thereof, but such waiver shall not extend to claims by the Lessor in the System Assets based upon a default by Solar States hereunder.

5.2. **Security Interests in System.** The Lessor acknowledges and agrees that Solar States may grant or cause to be granted to a lender a security interest in the System and in Solar States' rights to payment under the Agreement, and Lessor expressly disclaims and waives any rights in the System at law or in equity pursuant to this Agreement. Any security interest shall be subordinate to the interest of the Lessor in the Premises and subject to the terms and conditions of this Agreement; provided however the Lessor shall execute, or use best efforts to cause any holder of an interest in the Premises senior to that of Solar States to execute, a form of a non-disturbance agreement reasonably acceptable to the Financing Party and the Lessor or such other holder.

6. No Expenditures.

Solar States and the Lessor acknowledge and agree that the Lessor shall not be required, except as expressly provided herein, to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Agreement or the ownership, construction, operation, maintenance, repair, or removal of the System, including any increased real estate taxes due as a result of the addition of the System.

7. No Additional Use.

Except with the prior express written consent of the Lessor, Solar States shall not use the Lease Area for any use other than the installation, operation, maintenance, repair and removal of the System.

ARTICLE 3 – TERM

8. Term.

The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall remain in effect until the Twentieth (20th) anniversary of the Commercial Operation Date.

9. Termination.

If Lessee delivers the Exercise Notice prior to the Commercial Operation Date, then Lessee shall have the option, in its sole discretion, to terminate the Agreement at any time before the Commercial Operation Date.

10. Late Payment.

If any payment is not paid when due under this Agreement, it shall earn interest at the rate of .5% (half percent) per month (and pro-rated for a partial month).

ARTICLE 4– RENT

11. The Development Period Payment.

Solar States shall pay the Development Period Payment. The Development Period Payment, prorated for the number of days from the Effective Date to the Commercial Operation Date, shall be due on the Commercial Operation Date. Following the Commercial Operation Date, the Development Period Payment shall cease.

12. The Term Rent.

Solar States shall pay the Term Rent. The payment of the Term Rent shall be payable in advance and due annually no later than 30 (thirty) days following the annual anniversary of the Commercial Operation Date.

13. Term Rent Adjustment.

The Term Rent shall increase by an amount of 2% per year starting on the first (1st) anniversary of the Commercial Operation Date.

ARTICLE 5– DUTIES OF PARTIES

14. Maintenance; Repairs; Non Interference.

1. Solar States shall, at its sole cost and expense, (i) take good care of the System, conduct all required maintenance of the System and make all repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the System in safe, first class order, repair and condition, free and clear of any hazards or dangerous conditions and (ii) mow the grass and otherwise maintain all vegetation and otherwise comply with all standards and conditions required under the Legal Obligations, applicable to the operation and maintenance of the System (the “**Solar States Maintenance Obligations**”).

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3. Nothing in this Agreement shall limit the Lessor’s ability and obligation to maintain the Premises in a reasonable manner consistent with the Lessor’s current and past practices and the terms of this Agreement.

4. To the extent required to comply with Applicable Legal Requirements, the Lessor may construct, reconstruct, modify or make alterations to the Premises; provided, however, that in no event shall such activities shade the System or otherwise materially interfere with the operation of the System or Solar States’ rights hereunder. Any such material interference with the operation of the System or Solar States’s rights hereunder which is caused by a Lessor Event of Default shall be governed by ARTICLE 10.

5. Solar States shall make all arrangements for and pay directly to the entity providing the service, before delinquent, all charges for all utilities and services furnished to or used by it, including without limitation, gas, electricity, water, steam, telephone service, trash collection and connection charges. The Lessor shall have no duty or liability to Solar States with respect to the maintenance, repair, upgrade, or replacement of any utilities, including, without limitation, any electrical transmission or distribution lines, whether such lines are owned by the Lessor or any third party. In the event that Solar States desires to undertake maintenance, repair, upgrade, replacement or security activities with respect to electrical transmission or distribution lines owned by the Lessor, Solar States may do so at Solar States’ expense subject to the prior written approval of the Lessor, which shall not be unreasonably withheld.

6. Extension Option. Solar States shall have the option to extend the Lease Term for up to one (1) additional and successive period of five (5) years

beginning on the day following the Expiration Date of the then-current Lease Term, by giving notice (the "Extension Exercise Notice") to Lessor no less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Solar States.

2. Compliance with Laws; Professional Standards.

2.1. Solar States, at Solar States' expense, shall diligently and fully comply with all Applicable Legal Requirements governing its use and occupancy of the Lease Area and the construction, maintenance, repair, and removal of the System. In addition, Solar States shall ensure that the System is operated and maintained in a professional manner by appropriately trained and qualified individuals.

2.2. The Lessor, at the Lessor's expense, shall diligently and fully comply with all Applicable Legal Requirements, except to the extent of conditions caused wholly or partly by any act, or failure to act, by Solar States of any of its related entities, contractors, invitees, or licensees. In addition, the Lessor shall ensure that such obligations are performed in a professional manner by appropriately trained and qualified individuals.

ARTICLE 6 - CONSTRUCTION AND OPERATION OF PERMITTED USE

3. General Description.

Except as otherwise specified herein, the System shall conform to Exhibit B of this Agreement. Any material modification or deviation from the design as depicted in Exhibit B shall require the subsequent consent of the Lessor, which consent will not be unreasonably withheld, conditioned or delayed.

4. Governmental Approval.

Except as otherwise specified herein, or otherwise obtained prior to the Effective Date, Solar States will obtain at its sole cost all approvals and permits required under the Applicable Legal Requirements for Solar States's use of the Lease Area for the System from any Governmental Authority having jurisdiction. Solar States will promptly inform the Lessor of all significant developments relating to the issuance of such approvals or permits. The Lessor will reasonably cooperate with Solar States in procuring such approvals, except as expressly set forth herein this Agreement does not impose an affirmative obligation on the Lessor to issue or procure any approval or to engage in any action or inaction inconsistent with the proper exercise of the Lessor's regulatory authority). If any changes in such plans and/or specifications are required by any Governmental Authority, then Solar States shall submit such changes, if any, to the Lessor for its approval, and such approval shall not be unreasonably conditioned, withheld or delayed. Solar States will be required to keep any such approvals current and in full effect during the Term.

5. Completion Requirements.

Solar States may perform construction at the Premises between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless otherwise limited by local ordinance and shall do so in reasonable coordination with the Lessor and in a manner which limits inconvenience to and interference with the Lessor and the Lessor's invitees' and employees' use of the Premises to the extent commercially practical. Solar States shall grant the Lessor and its authorized representative's access to and the right, but not the obligation, to observe installation and any significant repairs to or replacement of the

System at all times provided that neither the Lessor, nor its authorized representatives shall interfere with the installation or repair work or use or move any Solar States equipment or the System without written authorization from Solar States.

6. Access to and Use of the Premises.

Solar States and its sub-contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times (including under emergency conditions) to the Lease Area for the purpose of construction, operation, inspection, maintenance, repair and removal of the System, and to any documents, materials and records of the Lessor relating to the Premises that Solar States reasonably requests in conjunction with these activities. During any such activities, Solar States, and its sub-contractors, agents, consultants and representatives shall comply with the Lessor's reasonable safety and security procedures (as may be promulgated from time to time), and Solar States and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to cause minimum interference with the Lessor's other activities.

Through the Option Term and Lease Term and through the Removal Date, Solar States shall have the rights to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in the Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Solar States in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence or other encumbrances existing on the Premises determined to be necessary by lessee in its sole discretion and in accordance to the Permits and Applicable Laws. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Solar States shall be responsible for all costs of designing, permitting, construction, installation, operation, and maintenance of the System, and System Removal.

7. As-built Plans.

Within ninety (90) days following the issuance of the Completion Notice, Solar States shall prepare and deliver to the Lessor detailed as-built plans accurately depicting the System including, without limitation, all wiring, lines, conduits, piping and other structures or equipment, certified to the Lessor. Solar States shall also deliver to the Lessor a certification from its engineer, who shall be duly licensed in the State of New Jersey, that the System has been constructed in accordance with all approved plans and specifications.

8. Operations.

Solar States shall submit to the Lessor annually a written summary of operations which shall include any material modifications and a summary of the amount of production for the preceding twelve (12) months.

9. Removal of the System.

1. Within sixty (60) days following the 20th anniversary of the Commercial Operation Date, if the Parties have determined that this Agreement will definitely terminate at the 20th anniversary of the Commercial Operation Date without extension or replacement and that the Lessor has determined that it wishes that the System be removed from the

Premises at the Termination Date of this Agreement, then (i) Solar States shall provide to the Lessor the estimated cost of System removal, and (ii) the Parties shall meet and discuss the options for removal of the System, and (iii) if the Lessor requests, Solar States shall post a bond or provide another financial assurance to the Lessor, in form and amount reasonably satisfactory to the Lessor, to demonstrate its ability to satisfy the financial costs of the removal of the System from the Premises. Upon the Termination Date, Solar States shall at its sole cost and expense remove from the Premises all of the tangible property comprising the System, including but not limited all structures built by the Solar States, any fencing and/or barriers to secure the System and any System mounting and other support structures, not later than 360 days after such Termination Date and shall return the Lease Area to the same condition as it was in on the Effective Date (including uniform grass coverage for areas impacted) except for any reasonable use and wear or damage by casualty or eminent domain. Lessee shall return the Premises "as is" with all vegetation, trails or roadways, utilities and site conditions existing as of the expiration of the Lease Term and shall have no obligation to restore the Premises to their condition prior to the Effective Date.

2. Solar States shall repair any damage it causes in connection with such removal not related to ordinary use and wear at its sole cost and expense.

3. If Solar States fails to remove or commence substantial efforts to remove the System within 180 days of the expiration of the date that the Agreement terminates, the Lessor shall have the right, at its option, to possession, use of and ownership of the System including the right, without limit, to remove and to sell same, and restore the Lease Area to its original condition (other than ordinary wear and tear) and Solar States shall reimburse the Lessor for reasonable out-of-pocket costs and expenses incurred by the Lessor in removing, storing and selling the System and in restoring the Lease Area.

4. The provisions of this Section 6.7 shall survive the Termination Date of this Agreement.

ARTICLE 7 – LIENS

10.No Liens.

Solar States shall not create, or suffer to be created or cause to remain, and shall promptly discharge, any mechanic's, laborer's or materialman's lien, or any other lien upon the Premises and Solar States will not suffer any other matter or thing arising out of Solar States' use and occupancy of the Premises whereby the estate, rights and interests of the Lessor in the Premises or any part thereof might be impaired, except in accordance with and subject to the provisions of this Agreement.

11.Discharge.

If any mechanic's, laborer's or materialman's or other lien shall at any time be filed against the Premises, Solar States, within sixty (60) days after notice to Solar States of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Solar States shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the

discharge of such item by deposit or by bonding. Any amount so paid by the Lessor and costs reasonably incurred by the Lessor in connection therewith, together with interest thereon at the Interest Rate from the respective dates of the Lessor's making of the payment of the cost and expenses, shall be paid by Solar States to the Lessor within ten (10) Business Days of the Lessor's invoice therefor.

12. Lessor's Obligations.

The Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein.

ARTICLE 8 - RIGHT TO INSPECT AND ENTER

13. Inspection and Entry.

During the course of construction and completion of the System and any substantial alteration thereto, Solar States shall maintain all plans, shop drawings, and specifications relating to such construction which the Lessor, whose agents or contractors may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the agreements contained or referenced in this Agreement. The Lessor may, upon reasonable prior notice to Solar States by telephone or otherwise, enter upon the Lease Area and inspect the System for the purpose of ascertaining its condition or whether Solar States is observing and performing the obligations assumed by it under this Agreement, all without hindrance or molestation from Solar States. Solar States shall obtain the Lessor's prior written approval of any proposed substantial alteration, other than alterations required by any Applicable Legal Requirement, and such approval shall not be unreasonably withheld, conditioned or delayed.

14. Notice of Damage.

The Lessor shall promptly notify Solar States of any matter it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

ARTICLE 9 - ASSIGNMENT AND SUBCONTRACTING

15. Successors and Assigns: Subcontracting.

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective permitted successors and assigns; provided, that Solar States in its discretion may elect to use such certified and licensed subcontractors as it may choose in performing any of its obligations hereunder and performance of any obligation of Solar States by any such subcontractor shall satisfy such obligation to the extent of such subcontractor's performance.

1. **Assignment by Lessor.** The Lessor shall not sell, transfer, assign, pledge or cause to be assumed (together, "Assign"; and any such action, an "Assignment") this Agreement, in whole or in part, without the prior written consent of Solar States and its applicable Financing Parties.

2. **Assignment by Solar States.** Solar States may with the prior written notice to and the prior written consent of, the Lessor in each instance, except as provided for in §9.2 this ARTICLE 9, assign this Agreement, in whole or in part. Any assignment shall be conditioned upon the assignee explicitly assuming in writing all of Solar States's obligations under this Agreement. Solar States shall deliver to the Lessor thirty days' (30) advance written notice of its intent to assign this Agreement. Solar States shall also have the right to enter into one or more

subleases with respect to this Agreement and/or to assign any rights under this agreement to any purchaser(s) of metering credits.

2.Consent to Assignment for Financing or Leasing.

Solar States may seek financing for the ownership of all or a portion of the System under this Agreement, whether by a sale- leaseback of all or a portion of the System from an Equipment Leasing Party or entering into other arrangements with a Financing Party in the form of an equipment lease, finance lease, debt, equity, tax equity or other financing arrangement. Solar States may collaterally assign or assign fully in connection with any financing of the System (which may, in connection with such Assignment, permit the Financing Party to further assign collaterally), its rights, and/or obligations hereunder for purposes of securing such financing or leasing arrangement. The Lessor hereby consents to any such Assignment, provided that:

1. Such Assignment shall not create any lien or other encumbrance on the Premises other than Solar States's rights and obligations contemplated in this Agreement nor on any other real or personal property located on the Premises other than the System; and all provisions regarding the entry onto and use of the applicable Lease Area shall remain in effect;

2. If Solar States assigns this Agreement, or any portion hereof, to a Financing Party as provided herein, the Lessor acknowledges and agrees that such Financing Party shall not be personally liable for the performance of such assigned obligations hereunder except to the extent of the interest of the Financing Parties in the System. Notwithstanding any such Assignment to one or more Financing Parties or a designee thereof, Solar States shall not be released and discharged from and shall remain liable for any and all obligations to the Lessor arising or accruing hereunder (and, in the case of a partial Assignment, for the obligations accruing after the date of such Assignment with respect to obligations accruing under the unassigned portion of the Agreement).

3. The Lessor agrees to sign, execute and deliver or cause to be delivered each such consent to assignment, legal opinion, instrument or other document as Solar States or its Financing Parties, if any, may reasonably request to satisfy the requirements of any Financing Party with respect to or in connection with any financing or leasing of the System. The Lessor also agrees, to the extent required by a Financing Party, if any, to provide Solar States and/or a Financing Party with such information about the Lessor or the Premises as Solar States, a Financing Party may reasonably request, provided that Solar States shall be responsible for any expense incurred by Lessor in connection therewith, and provided further that the Lessor shall not be required to disclose any information deemed confidential under any Applicable Law.

4. Solar States shall be responsible to reimburse the Lessor for all costs and expenses incurred in connection with the Lessor's obligations hereunder in connection with any System Financing including, without limitation by reason of specification, reasonable attorney, engineer and other consultant fees and disbursements.

3.Rights of Financing Parties.

1. **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

(a) The Financing Party, as owner of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Solar States, any and all rights and remedies of Solar States under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the System;

(b) The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Solar States thereunder or cause to be cured any default of Solar States hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Solar States under this Agreement or (unless the Financing Party has succeeded to Solar States's interests under this Agreement) to perform any act, duty or obligation of Solar States under this Agreement, but the Lessor hereby gives it the option to do so;

(c) Upon the exercise of remedies, including any sale of the System by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Solar States to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to the Lessor of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Solar States under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, the Lessor shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

2. **Right to Cure.**

(a) Lessor will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Solar States default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously and diligently pursues curing of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Solar States's assets and shall, within the time periods described in this Agreement, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this

ARTICLE 10 - DEFAULT AND REMEDIES

4. Solar States Events of Default and Lessor Remedies.

1. **Solar States Events of Default.** Solar States shall be in default of this Agreement (a "Solar States Event of Default") if any of the following shall occur:

(a) Solar States fails to pay when due any sum of money becoming due to be paid to the Lessor under this Agreement, whether such sum be any installment of the rent reserved by this Agreement, any other amount treated as additional rent under this Agreement, or any other payment or reimbursement to the Lessor required by this Agreement, whether or not treated as additional rent under this Agreement, and such failure shall continue for a period of twenty (20) business days after written notice that such payment was not made when due;

(b) Solar States fails to perform or observe any material term or condition of this Agreement, including any violation by Solar States of Applicable Legal Requirements and/or any negligent or wrongful actions by Solar States is not cured within thirty (30) days after written notice of such failure to Solar States, which period shall be extended for an additional period not to exceed thirty (30) days if such failure cannot be cured within such initial 30-day period provided Solar States has commenced such cure within such period and is diligently prosecuting the same to completion;

(c) Solar States is Bankrupt;

(d) Solar States vacates or abandons the Premises;

(e) Solar States' interest in this Agreement devolves upon or passes to any Person, whether by operation or law or otherwise, except as expressly permitted hereunder.

2. **Lessor Remedies.** Upon a Solar States Event of Default, the Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

(a) the Lessor may terminate this Agreement;

(b) Upon any termination of this Agreement, whether by lapse of time or otherwise, Solar States shall surrender possession and vacate the Lease Area immediately and deliver possession thereof to the Lessor, and the Lessor may enter into and upon the Lease Area in such event and to repossess the Lease Area and to expel or remove Solar States and any others who may be occupying or be within the Premises, and to remove Solar States' signs and other evidence of tenancy and all other property of Solar States therefrom, subject only to the provisions in § 6.6 on Removal of the System, without the Lessor being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom, Solar States waiving any right to claim damages for such re-entry and expulsion, and without relinquishing the Lessor's right to rent or any other right given to the Lessor under

and this Agreement or by operation of law. The Lessor may, but need not, enter into a new lease of the Lease Area or any part thereof for such rent and upon such terms as the Lessor, in its sole discretion, shall determine (including the right to re-lease the premises upon such terms as the Lessor desires, including without limitation a greater or lesser rent, or for a greater or lesser term than that remaining under this Agreement and the right to change the character or use made of the Premises). In connection with or in preparation for any re-leasing, the Lessor may, but shall not be required to, make repairs or alterations to the Premises to the extent the Lessor deems necessary or desirable, and Solar States shall, upon demand, pay the cost thereof, together with Lessor's expenses of re-leasing;

(c) Until such time as the Lessor shall elect to terminate the Agreement and shall thereupon be entitled to recover the amounts specified herein, Solar States shall pay to the Lessor upon demand the full amount of all rent, including any amounts treated as additional rent under this Agreement and other sums reserved in this Agreement for the remaining Term, together with the costs of repairs or alterations and the Lessor's expenses of re-letting and the collection of the rent accruing therefrom (including attorney's fees and disbursements), as the same shall then be due or become due from time to time, less only such consideration as the Lessor may have received from any re-leasing of the Premises; and Solar States agrees that the Lessor may file suits from time to time to recover any sums falling due under this section as they become due. Any proceeds of re-leasing by the Lessor in excess of the amount then owed by Solar States to the Lessor from time to time shall be credited against Solar States' future obligations under this Agreement (unless previously terminated) but shall not otherwise be refunded to Solar States or inure to Solar States's benefit;

(d) the Lessor, without being under any obligation to do so and without waiving any Solar States default, may remedy any state of facts constituting a default for the account of Solar States, immediately upon notice in the case of emergency or if necessary to protect public health or safety, or to avoid forfeiture of a material right, or in any other case, but only provided Solar States shall have failed to remedy such default within thirty (30) days, or such longer period as may be required due to the nature of such other default (provided Solar States has commenced and is diligently prosecuting a cure), after the Lessor notifies Solar States in writing of the Lessor's intention to remedy such other default. All costs reasonably incurred by the Lessor to remedy such default (including, without limitation, all reasonable and documented attorney's fees and disbursements), shall be at the expense of Solar States;

(e) Regardless of whether the Lessor exercises its rights, it shall have the right, but not the obligation, and to the extent permitted by Applicable Legal Requirements, to take possession of the System until Solar States demonstrates to the reasonable satisfaction of the Lessor that the events giving rise to the Event of Default have been cured, and that Solar States has taken all reasonably necessary steps to ensure that such events shall not re-occur. The Lessor shall not be liable to Solar States for any damages, losses or claims sustained by or made against Solar States as a result of the Lessor's exercise of possession and operational control of the System except to the extent such damages, losses or claims result from the negligence or willful misconduct of the Lessor. The Lessor shall, if taking operational control of the System, recognize the right of any subtenant of which the Lessor has actual knowledge if such subtenant is then in full compliance with all of its obligations under the applicable

surrender of the Premises. The Lessor shall, however, be entitled to demand that any payments due to Solar States from any such subtenant be made to Lessor until the Event of Default has been cured. No subtenant shall incur any liability to Solar States by reason of compliance or non-compliance with any such demand;

(f) If, on account of any breach or default by Solar States in Solar States' obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for the Lessor to employ or consult with an attorney concerning, or to enforce or defend, any of Lessor's rights or remedies arising under this Agreement or to respond to or interpret an inquiry of Solar States under the Agreement, Solar States agrees to pay all of the Lessor's attorney's reasonable and documented fees and court costs so incurred. Solar States expressly waives any right to trial by jury.

2. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Agreement or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any rent due to the Lessor under this Agreement or of any damages accruing to the Lessor by reason of the violation of any of the terms, provisions and covenants contained in this Agreement.

3. No act or thing done by the Lessor or any of its agents, officers or employees during the Term shall be deemed a termination of this Agreement or an acceptance of the surrender of the Premises, and no agreement to terminate this Agreement or accept a surrender of said Premises shall be valid, unless in writing signed by the Lessor.

2. Lessor Events of Default and Solar States Remedies.

1. **Lessor Events of Default.** The Lessor shall be in default of this Agreement (a "**Lessor Event of Default**") if any of the following shall occur:

(a) Any representation or warranty by the Lessor herein is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Solar States identifying the defect;

(b) the Lessor obstructs installation of the System or fails to take any actions necessary for the interconnection of the System required hereunder;

(c) The Lessor fails to perform or observe any material term or condition of this Agreement including, without limitation, violation of any Applicable Legal Requirements which materially interferes with the operation of the System and such failure is not cured within: (A) thirty (30) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment, after receipt of notice from Solar States identifying the failure, unless the Lessor, prior to the expiration of either of said periods, contests any claimed failure on its part and thereafter continues to diligently do so;

(d) the Lessor is Bankrupt;

(c) the Lessor's interest in this Agreement devolves upon or passes to any Person, whether by operation or law or otherwise, except as expressly permitted hereunder.

2. **Solar States Remedies.** Upon a Lessor Event of Default, Solar States may exercise any one or more of the following remedies:

- (a) terminate this Agreement; and/or
- (b) pursue any other remedies available at law or in equity.

ARTICLE 11- CASUALTY; FORCE MAJEURE

3.If the Premises is damaged by fire or other casualty whatsoever so that such damage may reasonably be expected to materially and adversely disrupt the Solar States' operations at the Premises for more than three hundred and sixty five (365) consecutive days, then the Solar States may at any time following such fire or other casualty so long as such material and adverse disruption is continuing, terminate this Agreement upon sixty (60) days written notice to the Lessor.

4.In the event of the damage to or destruction of the System by fire, explosion, the elements or otherwise during the Term, or such partial damage or destruction thereof as to render the Lease Area and/or the System wholly untenable or unfit for occupancy, or should the System be so badly injured that the same cannot (notwithstanding Solar States' exercise of due diligence) be repaired within the "Permitted Repair Period" then and in any case the Term shall, at the option of either the Lessor or Solar States, cease and become null and void effective as of the date of such damage or destruction (the "Casualty Date").

5.The "Permitted Repair Period" means one hundred eighty days (180) from the Casualty Date, provided, however, that Solar States shall have the right at its option, at any time within sixty (60) days after the Casualty Date, to elect to extend the Permitted Repair Period for an additional one hundred eighty (180) days (in which case the Permitted Repair Period will be three hundred sixty (360) days).

6.Upon cessation of the Term as provided in § 11.3, this Agreement shall expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment, as of such Termination Date, with respect to payments due to the other under this Agreement. Nothing herein shall relieve Solar States from its obligations under § 6.7 to restore the Lease Area.

7.Should the System be rendered, wholly or partially untenable and unfit for occupancy, but yet be repairable within the Permitted Repair Period:

1. The Lessor shall enter and repair the land with reasonable speed, except as to damage caused and to the extent of any damage caused wholly or partly by Solar States or any of its related entities, contractors, invitees or licensees.; and Solar States shall enter and repair the System with reasonable speed;

6.Force Majeure Event.

2. Except as otherwise specifically provided in this Agreement,

notwithstanding

Party shall be considered in breach of this Agreement if and to the extent that any failure or delay in such Parties' performance of one or more of its obligations hereunder is attributable to the occurrence of a Force Majeure Event; provided that, the Party claiming a Force Majeure Event shall (a) notify the other Party in writing of the existence of the Force Majeure Event, (b) promptly exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter.

3. Notwithstanding anything in this Agreement to the contrary, if the Lessor claims relief pursuant to a Force Majeure Event, the obligation of Solar States to make any rent payment hereunder shall be suspended as of the date that the Force Majeure Event commenced until the Lessor notifies Solar States that it has resumed performance of its obligations under the Agreement. If a Force Majeure Event shall have continued for a period of at least 180 consecutive days, then Solar States may terminate this Agreement upon thirty (30) days' written notice to the Lessor. If at the end of such thirty (30) day period such Force Majeure Event shall still be continuing, this Agreement shall automatically terminate. Upon such termination, neither Party shall have any liability to the other, subject to any obligations which arose prior to such termination (including the payment of rent, additional rent or other payments adjusted to the date of termination on a *pro rata* basis) and subject to provisions which expressly survive termination.

ARTICLE 12 – INSURANCE

3. Coverages.

Solar States shall maintain the following insurance coverages in full force and effect throughout the Term:

1. **Solar States's Public Liability and Property Damage Insurance.** Solar States shall obtain and maintain in full force and effect for the entire Term and until all obligations of Solar States hereunder have terminated, a comprehensive general liability insurance policy providing coverage for all claims for damages because of bodily injury, including death, and for claims for damages, other than to the work itself, to property which may arise out of or result from the Solar States' operation under this Agreement, whether such operation be by itself or by anyone directly or indirectly employed by Solar States, or any independent contractor, consultant, or any other person, firm or entity performing work or supplying materials on or to the System, or any other person, firm or entity under Solar States's direction or control. The insurance shall name the Lessor as an additional insured and shall be written for not less than \$1,000,000 each person, \$2,000,000 each occurrence and \$3,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such other amount or amounts as required by law, whichever is greater, and shall include contractual liability applicable to the Solar States' obligations. Coverage must include the following: premises/operations, elevators and hoists, independent contractors, contractual liability assumed under this Agreement, products/completed operations, broad form property coverage, and personal injury;

2. **Workmen's Compensation Insurance.** Workmen's compensation insurance must be provided at the Solar States' expense as

required by law,

3. **Vehicle Liability Insurance.** Solar States shall take out and maintain at its own expense vehicle liability insurance during the Term of this Agreement. The insurance shall name the Lessor as an additional insured and shall be written for not less than \$1,000,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and \$500,000 each occurrence \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Solar States's obligations. Coverage must include the following: Owned Vehicles, Leased Vehicles, Hired Vehicles, Non-Owned Vehicles;

4. **All Risk Property Coverage and Boiler and Machinery Coverage, or All Risk Builder's Risk Insurance.** Solar States shall take out and maintain, at its own expense, during construction, against damage to the System during the Term in an amount no less than the full replacement cost of the System, with commercial reasonable sub-limits and deductibles. Such insurance shall provide for a waiver of the underwriters' right to subrogation against the Lessor; and

5. **Excess Umbrella Liability Insurance.** The Solar States shall take out and maintain, at its own expense, an Excess Umbrella Liability Insurance policy in an amount not less than five million dollars (\$5,000,000).

2. Certificates of Insurance.

The Solar States shall, prior to entry upon the Premises for any purpose authorized hereby, deliver to the Lessor copies of all insurance policies and certificates of insurance naming the Lessor as an additional named insured and evidencing all of the foregoing coverages required by this ARTICLE 12, in form and substance satisfactory to the Lessor, and shall deliver to the Lessor new policies and certificates thereof so naming the Lessor for any insurance about to expire at least ten (10) days before such expirations. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Lessor prior to cancellation or change in coverage, scope or amount of any such policy or policies. Compliance by the Solar States with the insurance requirement, however, shall not relieve any contractor or subcontractor from liability pursuant to ARTICLE 13.

ARTICLE 13 – INDEMNIFICATION

3. Indemnification of Lessor.

Solar States shall indemnify, save harmless and defend the Lessor and its officers, employees, and agents (collectively, the "**Lessor Indemnified Parties**") from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against any the Lessor Indemnified Party by reason of any of the following occurrences during the Term:

1. Any accident, injury, or damage to any person or property occurring in, on or about the Lease Area or elsewhere arising from or related to the installation, operation, repair, maintenance or replacement of the System caused by (i) the negligence or intentional misconduct of Solar States or any of its agents, contractors, subcontractors, servants, employees, or invitees; or (ii) any failure on the part of Solar States or any of its agents, contractors, subcontractors, subtenants, servants, employees, licensees or invitees in, on or

about the Premises to fully comply with the Applicable Legal Requirements or any of the Solar States's other obligations hereunder.

2. In case any action or proceeding is brought against any Lessor Indemnified Party by reason of any such claim, the Lessor may, but shall not be obligated to, elect that Solar States defend such action or proceeding with counsel approved by the Lessor. Upon written notice from Lessor of such election, Solar States shall defend such action or proceeding at Solar States's expense to the reasonable satisfaction of the Lessor.

2. Indemnification of Solar States.

To the extent permitted by Applicable Legal Requirements, the Lessor shall indemnify, save harmless and defend Solar States and its officers, employees, agents, and any subtenants of the Leased Area and/or System (collectively, the "**Solar States Indemnified Parties**") from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against any Solar States Indemnified Party by reason of any of the following occurrences during the Term:

1. Any accident, injury, or damage to any person or property occurring in, on or about the Lease Area, the Premises or the System of any part thereof which is caused by (i) the negligence or intentional misconduct of the Lessor or any of its agents, contractors, subcontractors, servants, employees, or invitees; or (iii) any failure on the part of the Lessor or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees in, on or about the Premises to fully comply with any of the Lessor's obligations hereunder.

2. In case any action or proceeding is brought against any Solar States Indemnified Party by reason of any such claim, such Solar States Indemnified Party may, but shall not be obligated to, elect that the Lessor defend such action or proceeding with counsel approved by such Solar States

3. Indemnified Party. Upon written notice from Solar States of such election, the Lessor shall defend such action or proceeding at Lessor's expense to the reasonable satisfaction of Solar States.

3. Survival.

The provisions of this ARTICLE 13 shall survive the expiration or earlier termination of the Agreement.

ARTICLE 14- DISPUTE RESOLUTION.

4. Binding Arbitration.

The Parties shall meet, confer and negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "**Dispute**"). Any Dispute that is not settled to their mutual satisfaction within the applicable notice or cure periods provided in this Agreement shall be settled by arbitration between the Parties conducted in Burlington, New Jersey, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that a Party gives notice of its demand for arbitration under this ARTICLE 14. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party and the Parties shall select a single neutral

arbitrator. If the Parties cannot agree on a single neutral arbitrator within fifteen (15) days thereafter, then either Party may request that the American Arbitration Association select and appoint a neutral arbitrator who shall act as the sole arbitrator. The Parties may engage in discovery in connection with the arbitration as provided by the New Jersey statutes and shall be entitled to submit expert testimony or written documentation in such arbitration proceeding. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a reasoned opinion, and award may be enforced thereon by either Party in a court of competent jurisdiction; provided, however, that the arbitrator shall not have the authority to award punitive, exemplary or analogous damages. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Agreement at the Interest Rate. Each Party shall each bear the cost of preparing and presenting its own case, provided, however, that the Parties hereby agree that the prevailing party in such arbitration shall be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with the dispute. The cost of the arbitration, including the fees and expenses of the arbitrator, shall initially be shared equally by Parties, subject to reimbursement of such arbitration costs and attorney's fees and costs to the prevailing party. The arbitrator shall be instructed to establish procedures such that a decision can be rendered within one-hundred eighty (180) calendar days of the appointment of the arbitrator.

5. Exceptions to Arbitration Obligation.

The obligation to arbitrate shall not be binding upon any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) actions to collect payments not subject to a bona fide Dispute or (c) claims permitted hereunder against third parties.

ARTICLE 15 – NOTICES

6. Notice.

Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when delivered.

7. Financing Party Notice.

Any notice or other communication which the **Lessor** shall desire or is required to give to or serve upon a Financing Party in accordance with the terms of this Agreement shall be in writing and shall be served in accordance with the provisions of § 15.1, addressed to such Financing Party at such party's addresses provided in writing by a Financing Party or by **Solar States**, and any notice or other communication which the Financing Party shall desire or be required to give to or serve upon **Lessor** shall be deemed to have been duly given or served if sent in accordance with the provisions of § 15.1 or at such other address as shall be designated by **Lessor** by notice in writing given to such Financing Party in accordance with the provisions of this ARTICLE 15.

8. Notice Addresses.

**Lessor Address: 5 Taylors Lane,
Cinnaminson, NJ 08077**

**Solar States Address: 1500 N.
American St. Philadelphia, PA 19122**

9. Address for Rent Payment.

All rent payments under this Agreement shall be sent to the Lessor's address as provided in § 15.3 and shall be sent by regular first-class mail postage prepaid or as otherwise agreed by the Parties. Rent may also be paid via online or payment applications

ARTICLE 16 – MISCELLANEOUS

10. No Limitation of Regulatory Authority.

The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by the Lessor to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of the Lessor or any regulatory authority of the Lessor, to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

11. Subordination to Existing Leases, Easements and Rights of Way.

Solar States acknowledges and understands that this Agreement is subject and subordinate to all existing leases, easements, rights of way, declarations, restrictions or other matters of record, and all existing agreements of the Lessor with respect to the Premises, and the Lessor represents that there is no restriction by agreement or otherwise which restricts the Lessor's right to enter into this Agreement or which would impair, interfere with, or be superior to or have priority over the leasehold estate granted hereunder. The Lessor reserves the right to grant additional licenses, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, which do not cause shading of the System or otherwise unreasonably interfere with Solar States's use of the Premises and the operation of the System; provided however the Lessor shall execute and shall cause any holder of an interest in the Premises senior to that of the Solar States to execute, a form of a non-disturbance agreement reasonably acceptable to Solar States, any Financing Party and any subtenant with which the Lessor has executed a recognition agreement.

12. Compliance.

1. Solar States shall comply with all Applicable Legal Requirements relating to the System.
2. Intentionally left blank.
3. Upon knowingly encountering any Hazardous Materials at the Premises, Solar States will stop work in the affected area and duly notify the Lessor and, if required by Applicable Legal Requirements, any Governmental Authority with jurisdiction over the Premises
4. The Lessor is not responsible for any Hazardous Materials introduced to the Premises by Solar States, nor is the Lessor required to remediate an affected area. Solar States shall not, and shall not direct, suffer or permit any of its agents, contractors, subcontractors, employees, leases, or invitees at any time to manufacture or dispose of in or about the Premises any Hazardous Materials,

including but not limited to flammables, explosives, and radioactive materials. Solar States agrees to comply with all Applicable Legal Requirements pertaining to the use, storage and disposal of Hazardous Materials ("**Environmental Laws**") at the Premises. Solar States shall indemnify, defend and hold harmless the Lessor and its agents, representatives and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting from any violation of Environmental Laws caused by Solar States or Solar States's agents, contractors, subcontractors, employees, lessees or invitees at the Premises. In addition, Solar States shall reimburse the Lessor for any and all costs related to investigation, clean up and/or fines incurred by Lessor for non-compliance with Environmental Laws, which are caused by Solar States or Solar States's agents, contractors, subcontractors, employees, lessees or invitees at the Premises. Lessor reserves the right to inspect the Lease Area for purposes of verifying compliance with these Hazardous Materials requirements.

4. Limited Effect of Waiver.

The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

5. Survival.

In addition to the other provisions of this Agreement that shall survive any expiration or termination hereof in accordance with the explicit terms thereof, the provisions of ARTICLE 1 (Defined Terms), ARTICLE 14 (Dispute Resolution), ARTICLE 9 (Assignment and Subcontracting), ARTICLE 15 (Notices), ARTICLE 13 (Indemnification) and ARTICLE 16 (Miscellaneous) shall survive the expiration or termination of this Agreement for any reason; provided, that the survival of any particular provision or set of provisions shall be limited in duration if and to the extent such survival is explicitly limited herein or otherwise limited by Applicable Legal Requirements.

6. Severability.

If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Legal Requirements and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

7. Non-recourse.

The obligations of the Lessor and Solar States under this Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of the Lessor's officers, employees, agents nor of Solar States' trustees or board of directors and officers, as the case may be, or any beneficiaries, employees, agents or the like thereof. In no event shall the Lessor ever be liable to Solar States for any indirect or consequential damages under the provisions of this Agreement.

8. Representations and Warranties.

Each Party hereby represents and warrants to the other, as of date hereof, that:

5. **Organization.** It is duly organized, validly existing and in good standing under the laws of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

6. **No Conflict.** The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

7. **Enforceability.** (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

8. **No Material Litigation.** There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority which could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(End Terms and Conditions.)

SOLAR LEASE AGREEMENT EXHIBIT A

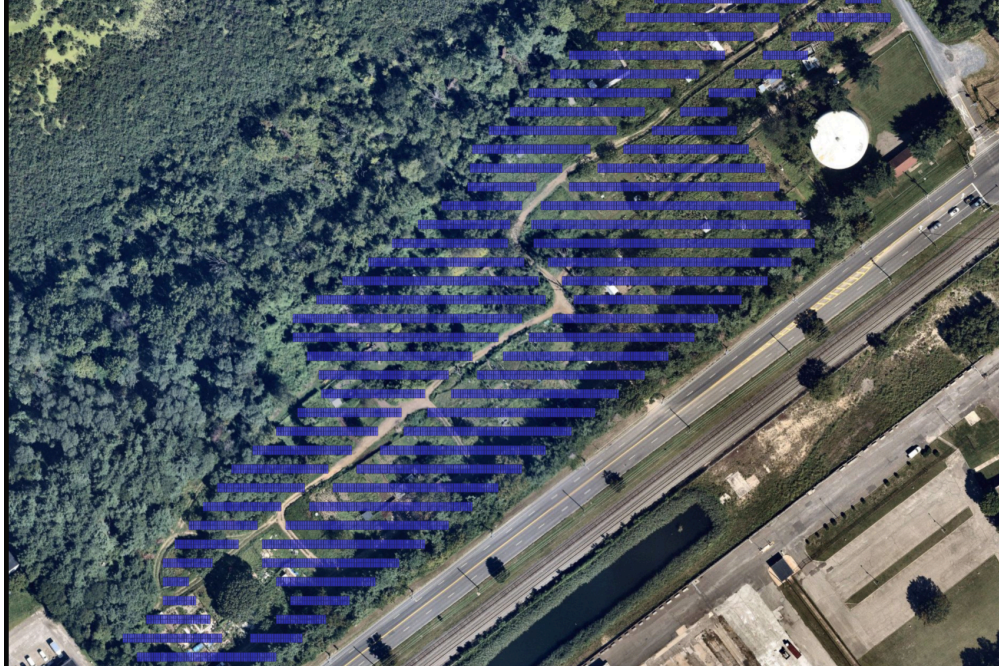
PREMISES AND LEGAL DESCRIPTION

That real property at 2755 River Road, Riverton, NJ 08077 Plot A, as described in the indenture recorded with Cinnaminson Township, 1621 Riverton Road, Cinnaminson NJ 08077

SOLAR LEASE AGREEMENT

EXHIBIT B

LEASE AREA DESCRIPTION & DESIGN LAYOUT



Solar Design 2021



Dimensioned Site Plan Solar Array 2021

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 Taylor Wildlife Preserve Community Solar
2. Consultant/Contact Information (if any) Todd Baylson (solar) todd@solar-states.com, 215 460-3732. Peter Taylor (property owner) peter.taylorfarm@gmail.com
3. Name/Address of Prospective Applicant Solar States Attn: Todd Baylson
Address/tel./fax 1500 N American Street, Phila PA 19122
Company Name Solar States
Address/tel./fax Same as above

Does the applicant own the property? No

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. Solar States has a lease with the property owner Peter Taylor. He can be reached by email: peter.taylorfarm@gmail.com

4. Does the project have any existing NJDEP ID#s assigned? (i.e., Case number, Program Interest (PI)#, Program ID#) No If yes, please provide

B. PROPOSED PROJECT LOCATION

Street Address/munic. 2775 River Road, Cinnaminson New Jersey
County Burlington Zip Code 08077
Block No. 201 Lot No. 1.01
X Coordinate in State Plane (project centroid) 40.024855
Y Coordinate in State Plane (project centroid) -74.986808

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 X Other (Please describe) Community Solar Array
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: 16-18 month proposed timeline. Permits desired by late fall 2021, Construction begins early spring 2022, construction completed May/June 22, operational July 2022
 - b) Funding Source: Is any Federal Funding being used for this project? No
State Funding over 1 million dollars? No
Is funding secured at this time? No Is funding conditional? No
If so, on what? Financing will be secured for construction if our project is chosen for the community solar program this year, or once the community solar program is permanently in place. Lenders are eager to finance community solar projects and we have an excellent balance sheet and the capacity to borrow money and secure bonds for solar projects.
 - c) Is the project contingent on receiving the identified funding? No
If yes, explain ___
 - d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). Stormwater and natural resources / environmental systems-related permits potentially including: Water quality management plan consistently, Wetland delineation,
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? Katie Nolan and Megan Brunatti, New Jersey Department of Environmental Protection, Office of Permitting & Project Navigation (formerly Permit Coordination)
 - b) Are there any Department permits that will need to be modified as a result of this project? Please explain and identify the project reviewer of the permit to be modified.
 N/A
 - c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
 - 1) Water Quality Management Plan consistency
 - 2) Highlands Consistency
 - 3) Wetland Delineation (LOI)
 - 4) Tidelands Conveyance
 - 5) Flood Hazard Jurisdiction or determinations
 - 6) Water Allocation
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome
 - 8) Landfill Disruption Approval
 - 9) Landfill Closure Plan
 - 10) Other

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

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>

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

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

⁴ NJGIS information

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

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

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

Has the Watershed Property Review Board made a jurisdictional determination for the project site? *N/A*

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? *N/A*
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 ½ acres or more of forested lands owned or maintained by a State entity? *N/A*

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? *N/A*

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

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

Division of Fish and Wildlife (609) 292-2965

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

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

Threatened and Endangered Species Program

Are there records of any Threatened and Endangered species, plant, or animal in this project area? *Birds, including Bald Eagles have been spotted at the property*

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

DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454

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

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

Water courses (streams) *N/A*

State Open Waters? *N/A*

Freshwater Wetlands and/or freshwater wetland transition areas? *N/A*

Flood Hazard areas and/or riparian buffers *N/A*

Waterfront development areas *N/A*

Tidally Flowed Areas *N/A*

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

The CAFRA Planning Area? *N/A*
<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? *N/A*
<http://www.nj.gov/dep/srp/kcsnj/>

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

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

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? *N/A*

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.) *N/A*

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

Is the applicant a responsible party for discharges at the site? *N/A*

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? *N/A*

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? *N/A*

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? *N/A*

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

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

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

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

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

WATER RESOURCE MANAGEMENT (609) 292-4543

DIVISION OF WATER QUALITY (609) 292-4396

Surface Water Permitting (609) 292-4860

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

Will this wastewater facility discharge to Surface Water? *No*
If yes, state the name of the proposed receiving stream

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

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

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? *N/A*
2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? *N/A*
3. Will the project/facility involve the discharge to groundwater by any of the following activities or structures, or include as part of the design any of these activities or structures? *N/A*

Please indicate which:

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

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

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

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

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

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? *Temporarily, yes during construction of the solar array.*

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

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

No

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)? *N/A*

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. *N/A* 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? *N/A*

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. *N/A*

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

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

Does the project have an approved Safe Drinking Water main extension permit? *N/A* If so, what is the permit number? *N/A*

Does the water purveyor hold a Safe Drinking Water Main Master Permit? *N/A*

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

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? *N/A*

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

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

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

New Jersey Geological and Water Survey (609) 984-6587
<https://www.nj.gov/dep/njgs/>

Will the project involve the following; *N/A to all*

- 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? *N/A* _
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? *N/A* _
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? *N/A* _

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? *N/A*

Does the project require Air Preconstruction permits per N.J.A.C. 7.27-8.2(c)? *N/A*

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

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

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

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

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

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? *N/A*

Does this project receive federal support or financial assistance? *N/A*

Does this project require a federal approval, license or permit? *N/A*

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

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

Renewable Energy

Is a renewable energy technology included in this project? ? *Yes.*

Is it a solar PV project?

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 ? *Yes, Community Solar*

Is it a wind project? *N/A*

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 _____ *Solar energy technology is proposed in the form of a ground mounted solar array operating as a Community Solar facility, with many individual subscribers. Our approach will be environmentally and habitat friendly, leveraging the expertise and stewardship that have kept the broader parcel, which is a dedicated wildlife preserve, in such a natural state.*

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.

The project will add green infrastructure as well as habitat to the site through the landscape design accompanying the solar installation. The landscape will be designed intentionally to include soil improving and pollinator friendly plantings. We pledge to incorporate community feedback as well into the design.

Will this project be certified by any green building rating systems such as: *N/A*

- 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? *N/A*

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

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? *N/A*

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? *N/A*

Dam Safety Program (609) 984-0859

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

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

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? *N/A*
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? *N/A*

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? *N/A*

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? *N/A*

COMMUNITY ENGAGEMENT (609)292-2908

The Department is committed to the principles of meaningful and early community engagement in the project's approval process. The Department has representatives available 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? *Neighbors, local government, and adjacent community-based organizations.*
- (b) How have you or will you engage community and stakeholders in this project? *In a robust and sincere civic engagement process we will conduct with the property owners the site. We will leverage the existing community-based board to assist us in reaching out to the community to discuss the project and our intentions.*
- (c) What are the potential impacts of this project on the community? *No significant impacts, and reduced traffic!*
- (d) What are the community concerns or potential concerns about this project? *Landscape design potentially.*
- (e) How do you intend to address these concerns? *Conducting a civic engagement process that includes presenting the design and soliciting feedback, suggestions for improvement etc.*
- (f) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe. *Yes. An improved site design and landscape.*

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?

We are proposing a 3.28 MW community solar array that will generate clean renewable energy for individual subscribers who want to vote with their feet and buy locally produced solar energy as part of the energy they consume. It is proposed to be located on fallow land adjacent to an esteemed publicly accessible nature and wildlife preserve. The solar array is an extension of the stewardship approach that the property owners have taken regarding the habitat and ecosystem that exist on their property. The construction of more solar energy is a state public policy goal of both the Governor of New Jersey and the State of New Jersey because of its many economic, environmental and social benefits. Here are a few of the many benefits described in more detail: Solar energy is both cost competitive and environmentally friendly. As more and more solar is added to the energy grid and attendant improvements are made to the energy infrastructure, resiliency and capacity will be added and the number of power outages will be reduced. Solar installer is one of the three fastest growing job opportunities in the country, and the industry offers family-sustaining wage levels. For example, our firm offers healthcare for employees which is rare in the construction industry overall. Becoming a solar installer does not require a high level of traditional educational attainment. One can get interested in solar while pursuing high school or a GED, find a free or low cost introductory course, and then gain experience working on the job. The industry supports installers climbing the occupational ladder to become a crew lead or an operations manager. These characteristics make it a good match for workforce development efforts, which are sorely needed in the aftermath of Covid. The renewable energy industry is a place where many people will find meaningful work that will grow in the 21st century. In terms of local outreach and engagement, our proposed array will include a sincere civic engagement process so that neighbors, local government and nearby community-based organizations are aware of what we are proposing and are asked for their input. We hope to gain their support. The civic engagement effort will guide and inform our landscaping plan which will include green infrastructure to manage stormwater as well as pollinator friendly and soil improving plantings. The physical appearance of the property from its main public-facing aspect will be visually improved. We intend to do this project the right way and work with the neighbors to ensure it is supported. Hopefully by doing so, we can usher in even more solar energy projects.

ADDITIONAL AGENCY REVIEW

Is the project subject to:

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

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

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

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

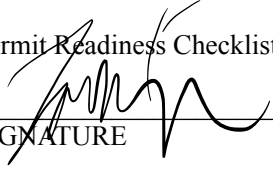
New Jersey Sports and Exposition Authority? N/A
<https://www.njsea.com/>

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

Other State or Federal Agencies? If so, please specify N/A

Permit Readiness Checklist Submitted By:

SIGNATURE



DATE

2.2.2021

____ Todd Baylson, Solar States todd@solar-states.com, 215 460-3732

PRINT NAME



February 5, 2021

NJBPU
44 S. Clinton Ave.
Trenton, NJ 08625

Re: PY2 Community Solar Docket Number: QO20080556

To Whom It May Concern:

The Philadelphia Energy Authority is a quasi-governmental municipal entity chartered by the City in 2010. We work to build a robust, equitable clean energy economy in Philadelphia. Since 2016, we have helped launch over \$150 million in energy efficiency and clean energy investments in Philadelphia, creating over 1400 jobs.

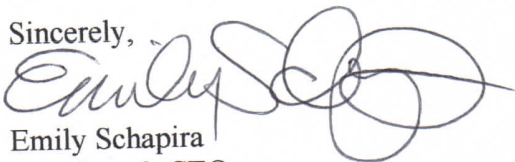
Among other programs and initiatives, we have run Solarize Philly since 2017, a residential solar discount program designed to accelerate adoption of solar in Philadelphia. In 2020, we rolled out the Solar Savings Grant Program (SSGP) to ensure that low- and moderate-income (LMI) households also had access to rooftop solar. Pennsylvania does not allow community solar so on-site is the only way to provide meaningful and affordable access to solar for LMI homes.

Solar States has been a partner for both programs since their inception and was selected through a public procurement process. They have marketed, sold, and installed over 350 residential projects through Solarize Philly, and are currently in the process of contracting for and installing 40 LMI projects through SSGP. Their customer feedback has been extremely positive throughout and they have been a collaborative partner through the development and growth of the programs.

Since 2018, PEA and Solar States have also partnered to provide solar training to high schoolers and young adults. PEA secured federal funding to launch a 3-year vocational training program at Frankford High School and a permanent annual fellowship for young adults through PowerCorpsPHL called Bright Solar Futures. Solar States provides training, curriculum development, hosts interns and often hires full-time employees directly from the program.

They have been a strong partner for us in Philadelphia and we support their application to participate in NJ's Community Solar Program.

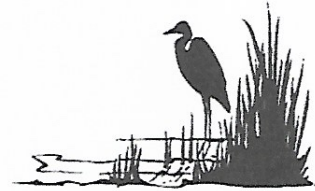
Sincerely,



Emily Schapira
President & CEO

Friends of Taylor Wildlife Preserve

5 Taylors Lane
Cinnaminson, NJ 08077



2.3.2021

To whom it may concern with the New Jersey Clean Energy Program,

My name is Michael Zickler and I am president of the Friends of Taylor Wildlife Preserve. I write this letter of support to document a community-based partnership between my organization and Solar States regarding the development of a solar array on underutilized ground immediately adjacent to the preserve.

The Taylor Wildlife Preserve is located at The Taylor River Side Farm - 5 Taylors Ln, Cinnaminson, NJ 08077. It is a 118 acre property that has been an active farm as well as preserved green space for almost 300 years. We are proud to be a partner of the Taylor family as a long term stakeholder and steward of a large portion of their magnificent property.

FTWP is a 501c3 organization dedicated to the preservation of open space, animal habitat, environmental resources and the agricultural culture that has existed in our special slice of New Jersey for hundreds of years. The Preserve sits on 87 acres of forested and farmed land with substantial wetland areas. It is preserved via a conservation overlay that is held by the New Jersey Natural Lands trust in partnership with the Taylor family. We actively welcome the public and the community to the Preserve for educational programming as well as casual visits. The Preserve performs critical environmental services for the region including improving water quality, photosynthesis and it serves as critical habitat for wildlife.

Solar States is applying to be part of the New Jersey Community Solar Energy Pilot Program in partnership with the owners of the Taylor Farm. The Taylor family and I enthusiastically endorse the solar proposal because clean solar energy and attendant educational opportunities compliment our mission in many ways. Additionally the income the Taylor's will receive from the owners of the solar array will help keep the land in their family and in its current pastoral condition for many years to come. The proposal includes plantings that will attract more pollinators and improve the soil quality over the term of the agreement as well as landscape maintenance not currently in place.

I have found Solar States to be a unique solar company in how they go about creating community-based partnerships. They operate as an entrepreneurial business but they are also laser focused on education and the growth of the solar industry to generate sustainable job opportunities. Solar States owns a solar education curriculum called - "Find Your Power" which has been adopted by a number of training and educational organizations including the School District of Philadelphia, The Energy Conservation Agency and others. They have a workforce development and local hire program that is part of their ongoing activities which will be leveraged through this project.

Our partnership around the solar array will include educational programming, tours and learning opportunities for students, visitors and constituents, work opportunities for nearby residents and students and of course use of the clean energy produced by the solar.

The site that has been selected for the solar array, which is owned by the Taylor family and is adjacent to the preserve, is underutilized and currently subject to short dumping (to the consternation of our local township officials). The fence the array will require for safety will actually help us manage this perennial issue. The parcel contains some temporary garden plots and gardening related structures which we agree are an underutilized part of the active farm nor part of the nature preserve.

I hope this letter sufficiently documents our community based partnership with Solar States for purposes of their community solar energy pilot program application. Please do not hesitate to reach out to me with any questions.

Sincerely,

Michael Zickler
President, Friends of Taylor Wildlife Preserve
Email: mezikler2@gmail.com

Jan 30, 2021

To whom it may concern —

We are absolutely delighted to send a letter in support of Solar States' application for New Jersey's Community Solar Pilot Program. We both dreamed that something like this would happen near us. Given the climate crisis, it's the right thing to do. And we love that it supports local jobs and the local economy.

We are both active in the area and would be very excited to share this project with our wider community. We know our neighborhood is very supportive. All of the neighbors we've talked with are immediately excited and both see its value and want it to happen.

We're totally supportive of Solar States and love their mission. **We very much hope you'll approve this project.**

We would happily sign up as subscribers. And we would be very active in recruiting subscribers to support the project.

Warmly,

A handwritten signature in black ink, appearing to read "Daniel Hunter and Lunden Abelson". The signature is written in a cursive, flowing style.

Daniel Hunter and Lunden Abelson

13 Taylors Lane
Cinnaminson, NJ 08077

January 30, 2021

To whom it may concern,

I am writing to support Solar States' application for entry into NJBPU's Community Solar Pilot Program. I am a near neighbor of the proposed site. (I live at 2 Taylors Lane, Cinnaminson, NJ 08077) and the idea that there could be a community solar array nearby brings me great joy for many reasons. I believe that access to clean, green solar energy is key to helping solve our climate crisis and providing affordable energy. Additionally, I am familiar with Solar States' dual mission of solar installation and education. I am a retired educator and Chair of the Board of Westfield Friends School, so this dual mission is all the more important to me.

Solar States is an intentionally diverse company that works hard to ensure that low income populations can access the green collar economy. In my mind, including everybody is the only way we will solve many issues caused by global warming. Lastly, once the community solar array is up, I plan to be a subscriber. I know a number of neighbors interested in subscribing as well.

Sincerely,

Stephanie D. Judson

Stephanie D. Judson
2 Taylors Lane
Cinnaminson, NJ 08077

THE
TRUST
FOR
PUBLIC
LAND

New Jersey Future
16 W. Lafayette Street
Trenton, NJ 08608
RE: Community Solar Pilot Program

PARKS FOR
PEOPLE
CAMDEN

1608 Walnut St.,
Philadelphia, PA
19103
215-240-7581
tpl.org

Dear Community Solar Pilot Program,

The Trust for Public Land has been working in New Jersey for decades to advance our mission to connect people to nature through the conservation of land and the creation of parks for people. Our next project will expand park benefits to influence workforce development outcomes for Camden residents through comprehensive partnership around a shared vision. Solar States, The Trust for Public Land, the Camden County Municipal Utilities and Mastery Charter Schools are in the process of working towards a dynamic partnership to address workforce development gaps in Camden, NJ through the design and development of a green jobs center at the Camden Mastery Charter High School. We have engaged in initial discussions and the partnership looks promising.

Allowing Solar States into the Community Solar Pilot Program would be a huge step towards realizing our goal of training/educating students in Camden in the vocation of solar installation. These skills are in high demand and the population in Camden can fill the need. The idea that students and educators will participate in the planning, building, and maintenance of a community solar array (as well as participate in buying the energy) is right in line the principals of the program we are working on. Every solar array provides tremendous learning opportunities. We are excited to maximize those opportunities with Solar States and fully support Solar States and its application for entry into the Community Solar Pilot Program.

Sincerely,



Danielle Denk
Parks for People Camden Program Director

Cinnaminson Township

ALBERT SEGREST
MAYOR
Liaison to Public Works

STEPHANIE KRAVIL
DEPUTY MAYOR
Liaison to Parks & Recreation and
Veterans Affairs

PAUL J. CONDA
Liaison to Administration
& Senior Services

RYAN HORNER
Liaison to Finance & Economic
Development

ERNEST MCGILL
Liaison to Public Safety



ERIC J. SCHUBIGER
Township Administrator

LISA A. PASSIONE, RMC
Municipal Clerk

JULIA EDMONDSON
CFO/HR

MUNICIPAL BUILDING
1621 Riverton Road
Cinnaminson, NJ 08077

(856) 829-6000
Fax (856) 829-3361

February 5, 2021

Peter Taylor
5 Taylors Lane
Cinnaminson, N.J. 08077

Re: Block 201 Lot 1.01
Solar Field inquiry

Hello Mr. Taylor,

Pursuant to your request for a Letter of Zoning Determination regarding the subject parcel, please be advised of the following:

The subject parcel is located within the Lt. Ind. (Light Industrial) Zone of Cinnaminson Township. The parcel is currently being used by an unknown number of people that have cultivated gardens and constructed sheds, chicken coops, etc. I do not believe that one single shed has been issued a permit to be constructed, nor have any of them been constructed in a proper workman like manner. It is my understanding that it is your desire to have all of these structures and gardens removed, and a Solar field erected in their place. From a Zoning perspective, a Solar field, coupled with the elimination of these buildings and gardens, would be a much more desirable Use of these lands.

That being said, please be advised that although not being specifically stated as a permitted use within the Lt. Ind. Zone of the Township, Solar Fields **are** a permitted Use within **every Industrial Zone**, pursuant to 40:55-D 66.11 of the State Municipal Land Use Law (MLUL). There are conditions with this approved Use regarding ownership and minimum size of parcel. Please be further advised that should you proceed with the development of a Solar Field, a site plan application will be required.

Please contact me for any additional information that you may require.

John Marshall
Zoning and Code Enforcement Officer
856-829-6000 ext. 2396

OPRA Request

1 message

William Kramer <firechief@cinnaminsonfire.org>

Fri, Jan 29, 2021 at 2:35 PM

To: Petertaylorfarm@gmail.com

Cc: Lee Park <lpark@cinnaminsonfire.org>

Mr. Taylor. In response to your January 28, 2021 OPRA Request for a record of calls that occurred on your property between 2013 and now, please see the attached spreadsheet.

We trust that this satisfies your request and will consider this matter closed.

William Kramer, Jr.

Chief/Fire District Administrator

Cinnaminson Fire Department

856-829-5220 – Office

609-213-8895 - Cell



"The Team That Makes A Difference"

Date	Time	Incident#	Address	Incident Type
1/8/2020	14:16	20-00032	1 Taylors Lane	Brush Fire
12/5/2019	14:41	19-50273	1 Taylors Lane	Brush Fire
7/22/2019	19:23	19-00835	Taylors Lane & Broad St	Tree down
1/3/2018	21:23	18-00019	Taylors Lane & Broad St	Sheds on fire
1/19/2017	14:08	17-00058	Broad St & Taylors Lane	Trash/Rubbish Fire
10/18/2016	18:22	16-01131	1 Taylors Lane	Trash/Rubbish Fire



TAYLOR FARM & WILDLIFE PRESERVE

5 Taylors Lane
Cinnaminson, NJ 08077
taylorsfarm.org
taylorwildlifepreserve.org

