

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE) VERIFIED PETITION OF) ESNJ-PLD-CLIFTON1, LLC) FOR ACCEPTANCE OF THE) POST-CONSTRUCTION) CERTIFICATION PACKAGE) FOR TRANSITION) INCENTIVE NUMBER) NJSTRE1547187150)		BPU Docket No. Clean Energy <u>VERIFIED PETITION</u>
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I. INTRODUCTION

1. As set forth in more detail below, ESNJ-PLD-CLIFTON1, LLC (“Petitioner”) requests consideration of this verified petition (the “Petition”) seeking acceptance of the post-construction certification package associated with that certain 962.80 kW rooftop solar facility, located at 203 Kuller Road in Clifton, New Jersey (the “Project”). Petitioner completed construction of the Project and prepared all documentation necessary to submit the post-construction certification package required by N.J.A.C. 14:8-10.4(f) and (g) prior to the expiration of its conditional registration in the Transition Incentive (“TI”) Program. However, due to an administrative oversight, Petitioner did not submit the post-construction certification package for the Project prior to the expiration of its conditional registration. Petitioner realized its error immediately following expiration of the conditional registration for this Project and attempted unsuccessfully to submit the package. Petitioner requests either acceptance of its post-construction certification package, or re-activation of its registration in the TI Program solely to allow Petitioner to submit its post-construction certification package. Petitioner is not seeking an extension of the expiration date of its conditional registration, as it completed construction of the Project and

finalized its post-construction certification package prior to the expiration of its conditional registration.

II. BACKGROUND AND FACTUAL INFORMATION

2. Petitioner is a subsidiary of PowerFlex Solar, LLC, a developer of commercial photovoltaic solar power projects, with its principal business office located at 805 Third Ave, 20th Floor, New York, NY 10022. Among other things, PowerFlex is a leading provider of onsite solar and energy storage solutions. PowerFlex also is a subsidiary of EDF Renewables North America. EDF Renewables' North American portfolio consists of 20 GW of developed projects and 13 GW under service contracts.

3. On December 6, 2019, the Board established the TI Program as an interim program to provide solar incentives after closure of the SREC Registration Program until a Successor Incentive became available. In re a New Jersey Solar Transition Pursuant to P.L. 2018, C. 17, Docket No. QO19010068, dated December 6, 2019.

4. On September 10, 2020, the Board adopted regulations to implement the TI Program which are set forth at N.J.A.C. 14:8-10. 52 N.J.R. 1850-60 (Oct. 5, 2020).

5. N.J.A.C. 14:8-10.4(e)(4)(iii) provides that a conditional registration for acceptance into the TI Program shall “include notice that construction of the facility must be completed prior to the expiration of the conditional registration.”

6. N.J.A.C. 14:8-10.4(f) further provides that: “When construction of the solar electric generating facility is complete, the facility owner shall submit a post-construction certification package.”

7. N.J.A.C. 14:8-10 does not expressly require that the post-construction certification package be submitted prior to the expiration of the conditional registration.

8. On or about June 24, 2021, Petitioner applied for acceptance of the Project into the TI Program. See Exhibit A.

9. On June 29, 2021, the Board, through the New Jersey Clean Energy Program, issued a letter conditionally accepting the Project into the TI Program and assigning Application Number NJSTRE1547187150 to the Project (the “Conditional Registration”). See Exhibit B.

10. The Conditional Registration provides that: “You must submit a complete Final As-Built Package (Post Construction Certification) . . . on or before the project’s expiration date noted in this acceptance letter.” See Exhibit B.

11. The expiration date of the Conditional Registration was December 29, 2022 (the “Expiration Date”).

12. On December 12, 2022, in advance of the Expiration Date, Petitioner completed construction of the Project and obtained Permission to Operate. See Exhibit C.

13. As of December 15, 2022, again in advance of the Expiration Date, Petitioner had prepared, obtained, or collected all information to be included in the post-construction certification package in accordance with N.J.A.C. 14:8-10.4(g). See Exhibit D.

14. As noted above, due to an administrative oversight, representatives of PowerFlex responsible for submitting the post-construction certification package for the Project failed to do so prior to the Expiration Date. PowerFlex is managing approximately fifty (50) active solar projects within the TI Program and the administrative burden of managing such projects is significant.

15. On December 30, 2022, the day after the Expiration Date, the TI Program Administrator notified Petitioner that its Conditional Registration had expired because Petitioner did not submit its post-construction certification package. See Exhibit E.

16. On December 31, 2022, having been advised of its failure, Petitioner requested that the TI Program Administrator reactivate the Conditional Registration so that Petitioner could submit its post-construction certification package. In connection with this request, Petitioner noted that it had all documents prepared, as evidenced by the Permission to Operate dated December 13, 2022. See Exhibit E.

17. On January 3, 2022, the TI Program Administrator refused to reactivate the Conditional Registration. See Exhibit E.

18. As noted above, this is a 962.80 kW rooftop solar project located on a building owned by Prologis, L.P. or its affiliate (“Prologis”). Petitioner and Prologis entered into certain agreements whereby Petitioner agreed to construct the Project. Pursuant to these agreements, Prologis would receive the incentives provided by the TI Program. As a result, if Petitioner loses the ability to receive the incentives provided by the TI Program, Prologis (and not Petitioner) will bear the financial burden of such loss.

III. REQUEST FOR RELIEF AND GOOD CAUSE JUSTIFICATION

19. The Board’s rules state that “[i]n special cases, upon a showing of good cause the [B]oard may relax or permit deviations from the rule.” N.J.A.C. 14:1-1.2(b). Further, the Board’s rules go on to mandate a waiver in certain circumstances: “the Board shall, in accordance with the general purpose and intent of the rules, waive section(s) of the rule if full compliance with the rule(s) would adversely affects ratepayers, hinders safe, adequate and proper service, or is in the interest of the general public.” N.J.A.C. 14:1-1.2(b)(1).

20. Subject to the alternative argument set forth in Paragraph 25, below, Petitioner requests that the Board use its authority pursuant to N.J.A.C. 14:1-1.2 to either accept the post-construction certification package for the Project or order the TI Program Administrator to

reactivate the Project's registration in the TI Program solely to allow Petitioner to submit its post-construction certification package. Petitioner is not seeking an extension of the expiration date of its conditional registration, as it completed construction of the Project and finalized its post-construction certification package prior to the expiration of its conditional registration.

21. Petitioner submits that, in accordance with the facts set forth above and the Board's prior orders, good cause exists to support the grant of the requested relief.

22. For instance, in the Board's decision in In re Community Solar Energy Pilot Program – Pennsville Landfill Solar, LLC – For Approval of an Extension of the Community Solar Energy Pilot Program Year 2 Deadline for Pennsville Landfill Solar Project (A) and (C), Docket Nos. QO18060646 and QO21121248 and dated March 9, 2022 (the "Pennsville Landfill Order"), petitioner Pennsville Landfill Solar, LLC failed to submit the initial TI Program registration package for two projects prior to the deadline set by the Board. However, the Board noted that the submission of the TI Program registration package is a "routine administrative step." As a result, and among other considerations, the Board provided petitioner with the opportunity to submit the registration package and register in the TI Program despite missing the prior deadline.

23. Here, Petitioner similarly failed to complete a "routine administrative step" by failing to submit the post-construction certification package prior to the Expiration Date. Petitioner had completed construction of the Project and had prepared or obtained all documents to be included in the post-construction certification package prior to the Expiration Date. As a result, consistent with the Pennsville Landfill Order, good cause exists to support the grant of the requested relief.

24. More generally, Petitioner submits that good cause exists to support the grant of the requested relief because: (A) Petitioner expended significant resources to complete the Project,

and completed the Project prior to the Expiration Date; (B) Petitioner prepared or obtained all documents to be included in the post-construction certification package prior to the Expiration Date; (C) Petitioner's failure to submit the post-construction certification package prior to the Expiration Date was caused solely by an administrative oversight, and Petitioner attempted to submit a complete package immediately following the Expiration Date; and (D) if the Project loses its eligibility for the incentives provided by the TI Program, the end-user, Prologis, will bear the financial burden of the loss.

25. Alternatively, Petitioner submits that the Board may accept Petitioner's post-construction certification package without exercising its authority under N.J.A.C. 14:1-1.2. That is, the Conditional Registration advises Petitioner that: "You must submit a complete Final As-Built Package (Post Construction Certification) . . . on or before the project's expiration date noted in this acceptance letter." However, the regulations set forth at N.J.A.C. 14:8-10.4 do not include this requirement, and instead only require that: "When construction of the solar electric generating facility is complete, the facility owner shall submit a post-construction certification package." N.J.A.C. 14:8-10.4(f). In other words, the applicable regulations do not contain a specific deadline by which a post-construction certification package must be submitted. As the regulations do not contain the deadline set forth in the Conditional Registration, the Board has broader authority to waive or modify the deadline than that prescribed by N.J.A.C. 14:1-1.2.¹ As such, even if the Board is not persuaded that "good cause" exists under N.J.A.C. 14:1-1.2, the Board may exercise its authority to waive the deadline set forth in the Conditional Registration.

¹ Further, to the extent that the deadline set forth in the Conditional Registration constitutes a rule of general applicability, Petitioner submits that it should have been adopted through formal rulemaking proceedings.

26. As noted above, Petitioner is not seeking an extension of its Expiration Date, and, as such, the Board's recent decisions regarding the availability of such extensions are inapplicable to this petition, and any decision in this matter will not impact future requests for extensions.

IV. COMMUNICATIONS

27. Communications and correspondence related to this petition should be sent as follows:

Matthew A. Karmel, Esq.
Offit Kurman, P.A.
100 Eagle Rock Avenue
Suite 105
East Hanover, NJ 07936
(973) 245-9905
matthew.karmel@offitkurman.com

and

Zaira Akhmedova
Director, Financing & Strategy
PowerFlex Solar, LLC,
805 Third Ave, 20th Floor, New York, NY 10022,
240-505-0805
zaira.akhmedova@powerflex.com

V. ATTACHMENTS

28. Attached hereto and incorporated as a part of this Petition are the following exhibits:

Exhibit A – TI Program Application Package

Exhibit B – TI Program Conditional Registration

Exhibit C – Permission to Operate

Exhibit D – Post-Construction Certification Package

Exhibit E – Email Correspondence between Petitioner and TI Program Administrator

VI. CONCLUSION

29. For all the foregoing reasons and good cause shown, Petitioner requests that the Board expeditiously issue an Order that:

- a. Accepts the post-construction certification package for the Project;
- b. Directs the TI Program Administrator to reactivate of the Project's registration in the TI Program solely to allow Petitioner to submit its post-construction certification package; and/or
- c. Grants such other and further relief as may be just and proper.

Respectfully Submitted,

ESNJ-PLD-CLIFTON1, LLC

By Matthew Karmel
Matthew A. Karmel, Esq.
Offit Kurman, P.A.
100 Eagle Rock Avenue
Suite 105
East Hanover, NJ 07936

Attorneys for ESNJ-PLD-CLIFTON1, LLC

Dated: January 25, 2023

STATE OF *New York*

: ss

VERIFICATION

COUNTY OF *New York*

Alexandra Winholt, of full age, being duly sworn according to law, on her oath deposes and says:

1. I am the Senior Manager, Project Development & Operations of PowerFlex Solar, LLC, the sole member and managed of ESNJ-PLD-CLIFTON1, LLC, the petitioner in the foregoing verified petition, and I have authority to make this verification.

2. I have read the annexed verified petition, and the matters and things contained therein are true to the best of my knowledge and belief.

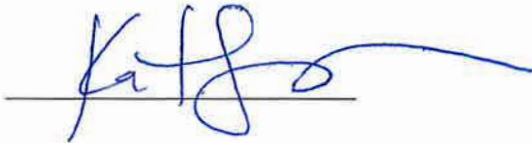
DocuSigned by:
Alexandra Winholt
8668E09015094D6

This remote notarial act involved the use of communication technology.

Sworn to and subscribed to

before me this 24 day

Of January 2023



KATHERINE M. JENSEN
Notary Public, State of New York
No. 02JE6287513
Qualified in New York County
Commission Expires August 12, 2025

Certification of Service

I, Mathew A. Karmel, of full age, certify and say:

I am an attorney at law in the State of New Jersey, with the law firm of Offit Kurman, P.A., attorneys for ESNJ-PLD-CLIFTON1, LLC.

On January 25, 2023, on behalf of Petitioner ESNJ-PLD-CLIFTON1, LLC, and in accordance with NJBPU Order No. EO20030254 dated March 19, 2020, I caused Petitioner's verified petition to be e-filed using the Board's e-filing pilot program.

I hereby certify that the foregoing statements made by me are true and correct. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Matthew Karmel

Matthew A. Karmel

Exhibit “A”



Transition Incentive Program (TI)

2020 Certification Form

Certification Form: Requirements, Instructions, Terms and Conditions

Before completing the attached Transition Incentive Program (TI) Certification Form, please carefully read all the information in Sections A, B, and C below.

A. Qualification Requirements

1. The proposed system must be interconnected with the distribution system serving New Jersey. See Board approved amendments proposing Transition Incentive rules at **N.J.A.C. 14:8-10**.
2. The system must be installed in accordance with requirements specified in *New Jersey's Clean Energy Program* Solar Technical Instructions and it must come with an owner's manual and warranty documentation.
3. The system warranty must be all-inclusive for at least 5 years.

B. Instructions for completing the TI Program Certification Form

1. Complete all of sections A through D of the TI Certification Form. All information is necessary for processing applications. The TI Certification Form is required to be uploaded in the online application portal.
2. **All requested signatures on forms and contracts are required.**
3. An email address is required to be entered in this form for the Premise Contact, Primary Contact (TREC owner) and Solar Installer/Developer.

C. Important Terms and Conditions

1. The "Applicant" is defined to be the entity that registers for the TI Program (i.e. Applicant could be the Premise Contact, Primary Contact or Installer/Developer) **If the applicant is not clearly defined to the TI Processing team, the default applicant will be the Installer/Developer.**
2. The Applicant is responsible for completing the TI application in the online portal, uploading all required forms referenced on the Transition Incentive Application Checklist and for all communications regarding this application.
3. If selected, the Premise Contact must agree to an on-site inspection of their installed solar electric system by a program representative. Program inspections cannot be requested. The Primary Contact must agree to allow the program to verify the facility's energy production for the life of the system.
4. The Transition Incentive Program Manager, TRC is the organization that was contracted by the New Jersey Board of Public Utilities (NJBPUB) to administer the Transition Incentive Program.
5. The NJBPUB reserves the right to modify the Transition Incentive Program. Program procedures are subject to change without notice. Projects conditionally accepted into the TI will be honored under the terms stated in the TI Acceptance letter.
6. All solar installation must comply with the host Electric Distribution Company's interconnection requirements, which are available online; these include operation/ disconnection procedures, liability/ indemnity and insurance requirements according to the size of the project. For information on interconnection, please see our web site at NJCleanEnergy.com or contact your EDC. Grid Supply systems must be connected to the distribution system serving New Jersey and meet the interconnection requirements of PJM Interconnection LLC.
7. The application received date will be established based upon the date that all required application documents are uploaded, the application is submitted in the online portal and the project status is changed to Application Received in the portal. All new applications submitted on or after May 1, 2020, unless otherwise directed via Board Order, will receive a 12- month commitment length based on the date the acceptance letter is issued.
8. The Applicant must comply with the installation requirements in the Solar Technical Instructions.
9. The solar installation must be performed by a NJ licensed electrical contractor and the applicant must provide the company name, contact information, license number and expiration date. N.J.S.A. 45:5A-2(d) states that solar PV systems are by definition electrical work and requires any person engaged in installing, erecting, or repairing such equipment to be an electrical contractor as defined in the Act.
10. If any of the parties included in the original TI Certification Form have changed since the time of original submittal an updated signed TI Certification Form must be submitted reflecting the new parties together with a copy of the new contract.
11. Systems shall be installed according to manufacturer's instructions.
12. Portable systems are not eligible to participate in this program.
13. Information may be subject to the Open Public Records Act requirements. Aggregated information will be used in reports and evaluations, and the geographic location may be used to update GIS mapping.
14. All installations must comply with all applicable local, state, and federal laws, permit requirements and regulations.

Updates to the program requirements are subject to change.

For more information or updates about *New Jersey's Clean Energy Program*, please call 866-NJSMART or visit NJCleanEnergy.com.



Transition Incentive Program (TI)

2020 Certification Form

A: Premise Contact and System Location (Where will the system be installed?)

Company Name (if applicable): Prologis, Inc.
First Name: Alex Last Name: Perlman
Installation Address: 203 Kuller Rd Whse
City: Clifton State: NJ Zip Code: 07015
Email: aperlman@prologis.com

B: Primary Contact (TREC Owner) (Who will be issued the NJ Certification Number?) *FILL OUT IF DIFFERENT PERSON THAN ABOVE*

Company Name: ESNJ-PLD-CLIFTON1, LLC Contact Person: Peyton Boswell
Address: 805 Third Avenue, 20th Floor
City: New York State: NY Zip Code: 10022
Email: incentive@entersolar.com

C: Solar Installer/ Developer

Company Name: EnterSolar, LLC Contact Person: Steve Burns
Address: 805 Third Avenue, 20th Floor
City: New York State: NY Zip Code: 10022
Email: incentive@entersolar.com


D: Certification and Signatures

The undersigned warrants, certifies, and represents that 1) the information provided in this form is true and correct to the best of his or her knowledge; 2) for all behind-the-meter systems, the annual output of the above described generating system will not exceed 100% of the host's historic annual electrical usage; 3) the Installer/Developer will provide manuals related to the system operation and maintenance to the Premise Contact; 4) the system proposed will be constructed, installed and operated in accordance with all Board rules and applicable laws, and all NJBPU policies and procedures for the TI program; 5) the Premise Contact is the Customer of Record for the Utility Account; 6) the Premise Contact gives permission to the TI Processing Team, if necessary, to review their electric account information, both prior to installation and subsequent to installation; and 7) all signing parties realize that certain information in this application may be subject to the Open Public Records Act (OPRA). 8) the Installer/Developer has reviewed and explained the system technical specifications to the Premise and Primary contact. 9) the information submitted with this application is accurate, and the system installation will follow the instructions detailed on the TI Solar Technical Instructions page.

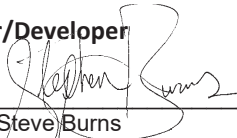
I agree that this document and all notices and disclosures made or given relating to this document may be created, executed, delivered and retained electronically and that the electronic signatures appearing on this document and any related documents shall have the same legal effect for all purposes as a handwritten signature.

The information, statements, and documents I have provided in and with this document are true and accurate to the best of my knowledge. I am aware that if any of them are willfully false, I am subject to punishment.

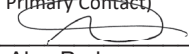
Primary Contact (TREC Owner)

Signature: 
Print Name: Peyton Boswell
Date: 05.20.2021

Solar Installer/Developer

Signature: 
Print Name: Steve Burns
Date: 05.20.2021

Premise Contact

(If different from Primary Contact)
Signature: 
Print Name: Alex Perlman
Date: 05/20/2021



REV	DESCRIPTION	DATE

**BENJAMIN MOORE
(PROLOGIS) -
CLIFTON**
203 KULLER RD
CLIFTON, NJ 07011

PROJECT NAME AND ADDRESS	
DRAWN BY	SH
CHECKED BY	
DATE	05/13/2021
SCALE	0.001:440
PROJECT NO.	
SHEET TITLE	PRELIMINARY SITE PLAN
SHEET NO.	1 OF 1

G001.00

SYSTEM SUMMARY	
SYSTEM SIZE (KW-DC)	962.8
SYSTEM SIZE (KW-AC)	720
SYSTEM TYPE	BALLASTED ROOF MOUNT
SYSTEM TILT (°)	10
SYSTEM AZIMUTH (°)	173.6
MODULE POWER (W)	400
MODULE QUANTITY	2407

NOTES:
1. THIS IS A CONCEPTUAL DESIGN NOT TO BE USED FOR CONSTRUCTION. EQUIPMENT LOCATIONS AND OTHER PROJECT DETAILS ARE SUBJECT TO CHANGE UPON FURTHER DUE DILIGENCE.



NEW JERSEY SOLAR PPA DISCLOSURE STATEMENT

THIS STATEMENT IS NOT YOUR CONTRACT

This statement is designed to help you understand the terms and cost of your solar Power Purchase Agreement (PPA). **YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER FROM A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR SYSTEM INSTALLED ON YOUR PROPERTY. YOU CANNOT CLAIM THE FEDERAL INVESTMENT TAX CREDIT OR ANY OTHER SIMILAR GOVERNMENTAL INCENTIVES, INCLUDING, BUT NOT LIMITED TO TRANSITION RENEWABLE ENERGY CERTIFICATES (TREC)s, OR OTHER SOLAR INCENTIVES THAT MAY BECOME AVAILABLE.**

POWER PROVIDER: Company: ESNJ-PLD-CLIFTON1, LLC Address: 805 3rd Ave, 20th FL New York, NY 10022 Tel.: 888-225-0270 License # (if applicable): Email: incentive@entersolar.com	INSTALLER: Company: EnterSolar, LLC Address: 805 3rd Ave, 20th FL New York, NY 10022 Tel.: 888-225-0270 License #: Email: incentive@entersolar.com	WARRANTY/MAINTENANCE PROVIDER: Company: MaxSolar, LLC Address: 450 Raritan Center Parkway Suite E Edison, NJ, 08837 844-629-7657 Tel.: License # (if applicable): Email: info@max-solar.com
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CUSTOMER ("You"):	42 005 340 02
Customer ID:	203 Kuller Rd Whse, Clifton City, NJ 07015
System Installation Address:	1800 Wazee Street, Suite 500, Denver, Colorado, 80202
Customer Mailing Address:	aperlman@prologis.com
Email:	

Amount & Term (A)	Amount Due Up-Front (B)	Total Estimated PPA Payments (C)	Other Possible Charges (D)
Your rate per kilowatt-hour (kWh) for the power produced: \$ 0.05 _____ Your estimated first year production: <u>1,199,666</u> kWh The length of your PPA: <input checked="" type="checkbox"/> 15 Years <input type="checkbox"/> _____ Months Incentives included in your rate per kilowatt-hour (kWh) for the power produced: <input type="checkbox"/> None <input checked="" type="checkbox"/> TREC <u>federal ITC</u> *NOTE: Your monthly payments will be the amount of power produced times the rate per kWh above. See Box G "Payment Escalator" for factors that may affect the amount of your rate per kWh and therefore your future monthly payments.	1. Amount you owe Provider at PPA signing: \$ 0 _____ 2. Amount you owe Provider at completion of installation: \$ 0 _____ 3. Amount of any incentives Provider owes you at completion of installation: \$ 0 _____ The total net up-front payments <input checked="" type="checkbox"/> You owe Provider (#1 + #2 - #3): \$ 0 _____ <input type="checkbox"/> Provider owes you (#3 - (#2 + #1)): \$ _____	Total of all your monthly payments and estimated taxes over the course of the PPA: 1. Your estimated total PPA payments excluding taxes are \$ <u>999,933</u> 2. Your estimated total tax payments are \$ 0 _____ based on estimated average monthly tax payment of \$ 0 _____ 3. The total of the monthly payments you will make over the course of the PPA (#1 + #2) are \$ <u>999,933</u>	Other charges you may have to pay under the PPA: Late Charge: If a payment is more than <u>10</u> days late, you will be charged \$ <u>10%</u> of delinquent sum System Removal (for Roof Repair) Fee: \$ 0 _____ Non-Connection to Internet: If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ 0 _____ Automatic Bank Withdrawals (ACH): <input type="checkbox"/> \$ _____ per month fee for not paying your PPA using automatic bank withdrawals <input type="checkbox"/> \$ _____ per month discount if you pay your PPA using automatic bank withdrawals

Number of PPA Payments (E)	When Payments Are Due (F)	PPA Payment Escalator (G)
<p>You will make <u>18</u> PPA payments</p>	<p>The first payment on your solar PPA is due on the <u>1st</u> day of the first calendar month after the solar system is connected.</p> <p>Provider will provide you with:</p> <p><input checked="" type="checkbox"/> Electronic Invoices (sent to your email address above)</p> <p><input type="checkbox"/> Paper Invoices (sent to your U.S. mail address above)</p>	<p>The amount of your solar PPA payment will increase:</p> <p><input type="checkbox"/> Never</p> <p><input checked="" type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other _____</p> <p><input checked="" type="checkbox"/> Your solar PPA payment amount will increase by the following amount each time it increases: <u>2</u> %</p> <p>The first increase will occur in <u>January, 2022</u>.</p> <p>The maximum monthly PPA Payment during the initial term of the PPA is \$ <u>6,149</u></p>

Site & Design Assumptions for the Solar System (H)
<ul style="list-style-type: none"> Estimated gross annual electricity production in kilowatt-hours (kWh) from the PPA: <u>1,199,666</u> Estimated annual system production decrease due to aging of system: <u>0.5</u> % System location: <u>203 Kuller Rd Whse, Clifton City, NJ 07015</u> Connectivity: The solar system <input checked="" type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be connected to the electric grid. Net metering: At the time of installation, the system <input checked="" type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be net metered. Net metering rules are set by the NJBPU unless you reside in area served by a municipal electric utility. Any benefits of net metering (credits against your bill from your EDC/TPS) accrue to you unless specified here: _____

Security Filings (I)
<p>Provider <input type="checkbox"/> WILL <input checked="" type="checkbox"/> WILL NOT take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home)</p> <p>Provider <input type="checkbox"/> WILL <input checked="" type="checkbox"/> WILL NOT file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system but not placing a lien or mortgage on your home)</p>

Repair & Maintenance (J)
<p>System maintenance <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer).</p> <p>System repairs <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer).</p> <p>You at your own cost are required to perform the following maintenance and/or repairs on the system:</p> <p>_____</p> <p>If the system has to be removed to allow for roof repairs or home remodeling, which is probable if your roof warranty will expire before this PPA expires, the cost and other terms and conditions of such removal are set forth at Section(s) <u>5.2</u> of the PPA.</p>

Roof Warranty & Repair (K)
<p>Your roof <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks from the system installation for <u>2</u> years.</p> <p>Your roof <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT warranted against leaks caused by Provider's removal of the system for a period of <u>2</u> years following system removal. Any portions of your roof impacted by the system <input checked="" type="checkbox"/> WILL <input type="checkbox"/> WILL NOT be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted).</p> <p>Many roofs may need to be repaired or replaced during the term of a solar PPA in a manner that requires the solar system be removed. If the system must be removed, there <input type="checkbox"/> WILL <input checked="" type="checkbox"/> WILL NOT a fee. If there WILL be a fee it will be \$ _____ as set forth in Section D above. The terms and conditions governing such removal are set forth at Section(s) <u>5.2</u> of the PPA.</p>

Transferring Your PPA, Selling Your Home, Moving Your System (L)

If you sell your home, you MAY MAY NOT transfer this solar PPA to the purchaser(s) of your home.

If you MAY transfer the PPA, the transfer will be subject to the following conditions:

- Credit check on the purchaser(s)
- Minimum FICO score requirement: _____
- Transfer, audit, or similar fee in the amount of \$ _____
- Assumption of PPA by purchaser(s) of your home
- Other _____

If your purchaser(s) do not agree to a transfer of the PPA, you may be required to terminate the PPA at the time of your sale by paying some or all of the remaining payments due on the PPA.

If this box is checked you also have the right to purchase the system or to terminate the PPA by paying some or all of the remaining payments due on the PPA, all as described in more detail in Section(s) _____ of the PPA.

You MAY MAY NOT move your system to a new home.

Transfer of Obligations by Provider (M)

Without your consent, the PPA may be assigned, sold or transferred by Provider to a third-party that will be bound to all the terms of the PPA.

Performance or Production Guarantee (N)

Provider is providing you with a:

- Performance guarantee
- System production guarantee
- No guarantee of performance or system production

Underproduction or underperformance on the guarantee will be remedied as follows: payment of "Production Shortfall" x "Energy Price"

Taxes (O)

Solar energy systems, if certified by a local enforcing agency as a renewable energy system, may be exempt from property taxation in New Jersey. Consult a tax professional if you have any questions or concerns about the effect of this PPA on your taxes.

Utility and Electricity Usage/Savings Assumptions (P)

You HAVE HAVE NOT been provided by the Provider with a savings estimate based on your solar PPA.

If provided, the savings estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

The savings estimate assumes the following:

- Years of electricity production from your PPA: _____
- A current estimated **utility electricity rate** of _____ [cost per kilowatt-hour] during the first PPA year with estimated increases of _____ percent annually. Provider based this estimate on the following source(s): First PPA year: _____; Subsequent PPA years: _____
- An estimated **solar electricity rate** from your PPA of _____ [cost per kilowatt-hour] during the first PPA year with estimated increases of _____ percent annually.

You may find it useful to know that for the 15-year period ending in 2018 average electricity prices in New Jersey increased by an average of 2.36% per year and that for the 5-year period also ending in 2018 they decreased by an average of -0.68% per year. It is important to understand that projected or estimated electricity rates are estimates only and that your actual current and future utility rates and utility rate increases/decreases may vary from the above or any other estimate.

Provider IS IS NOT guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

Transition Renewable Energy Certificates (TRECs) or Other Solar Incentives (Q)

Any transition renewable energy certificates or credits (TRECs) or other solar incentives that may become available from producing renewable solar energy with the solar system WILL WILL NOT be owned by the Provider. If you will not own the TRECs or other solar incentives, Provider may sell the TRECs or other solar incentives to a third party who may claim clean, green or renewable energy based on its purchase of TRECs or other solar incentives from the system.

PPA Expiration (R)

The effects of the expiration of the PPA, including but not limited to transfer terms and potential costs to you are described in detail in Section(s) 2.1 of the PPA.

Additional Disclosures (S)

Cooling Off Period/ Right to Cancel (T)

In addition to any rights you have under state or local law, you **WILL HAVE** the right to terminate the PPA without penalty within 0 business days of your execution of it by notifying Provider as set forth in Section(s) 2.2 of the PPA.

Signatures (U)

I certify that on behalf of Provider I provided this Statement to the Customer on the date set forth below my signature.

Peyton Boswell

Name: _____

Date Provided: 05/20/2021



I the Customer hereby acknowledge receipt of this Statement on the date set forth below my signature.

Alex Perlman

Name: _____

Date Provided: 05/20/2021



Your energy bill

Bill date: February 09, 2021

For the period: January 08, 2021 to February 05, 2021

Message Center

This bill reflects BPU-approved changes in the Supply and Delivery portions of your electric bill, effective February 1, 2021. The change in the Supply portion of your bill is due to an increase to Transmission charges if you receive PSE&G's Basic Generation Service (BGS). PSE&G's BGS is provided to customers who do not have a Third Party Supplier. The change in the Delivery portion of your bill is due to an increase to the Green Programs Recovery Charge (GPRC), partially offset by a decrease to the Solar Pilot Recovery Charge (SPRC). The overall increase for business customers will vary by individual customer usage. Tariff information can be found at pseg.com.

This bill reflects BPU-approved changes in the Delivery portion of your gas bill, effective February 1, 2021. These changes are due to a reset of the Company's Margin Adjustment Charge (MAC) applicable to GSG, LVG, SLG and TSG-F commercial gas customers, and an increase to the Green Programs Recovery Charge (GPRC). The overall increase for business customers will vary by individual customer usage. Tariff information can be found at pseg.com.

NEXT METER READING March 9, 2021

How to contact us

1-855-BIZ-PSEG (249-7734)

Customer Service: 7am to 5:30pm Mon to Fri,
Closed on weekends and holidays

Emergencies / Outages / WorryFree Services: 24/7

TTY for the hearing impaired: 1-800-225-0072

Visit pseg.com/myaccount to access your account anytime

Text us. Register for MyAlerts by texting **REG** to 4PSEG(47734)
> Text **OUT** to report an outage.

[facebook.com/pseg](https://www.facebook.com/pseg)

twitter.com/psegdelivers

BENJAMIN MOORE & CO

ACCOUNT NUMBER
42 005 340 02

SERVICE ADDRESS
203 KULLER RD WHSE
CLIFTON CITY NJ 07015

Your billing summary

Balance remaining from your last bill

PSE&G balance from last bill	\$10,724.46
<i>Less</i> Payment received January 15, 2021 - thank you!	-\$10,724.46
Balance remaining from your last bill	\$0.00

This month's charges and credits

Gas charges - PSE&G for 1 meter	\$9,501.39
<i>Plus</i> Electric charges - PSE&G for 2 meters	\$2,940.70
<i>Plus</i> Unmetered charges - PSE&G	\$1,075.17
This month's charges and credits	\$13,517.26

Total amount due by Feb 24, 2021 \$13,517.26

Amount enclosed

PAY YOUR WAY, 24/7

We offer a variety of methods that make it easy to pay your bill. See reverse side for more information.

- By checking this box, I authorize PSE&G to initiate recurring ACH/Electronic Debits using the bank account number on the enclosed check.
- By checking this box, I authorize PSE&G to enroll me in paperless billing at this email address: _____

BENJAMIN MOORE & CO
203 KULLER RD
CLIFTON NJ 07011-2857

PSE&G CO
PO BOX 14444
NEW BRUNSWICK NJ 08906-4444



Details of your electric charges

Your rate: General Lighting & Power (GLP)

Meter # 728006968	Usage
Actual reading Feb 5, 2021	5179
<i>Less</i> Actual reading Jan 7, 2021	5154
Difference	25
Meter multiplier	80
Total kWh	2,000

Delivery charges

Monthly service charge	\$4.77
Charges for delivering electric to you:	
Annual Demand 13.600 kW x \$3.937500	\$53.55
<i>The highest Measured Demand in any time period in the current month.</i>	
kWh charges	
For the first 1,600 kWh x \$0.012719	\$20.35
For the next 400 kWh x \$0.013100	\$5.24
Societal Benefits 2,000 kWh x \$0.008695	\$17.39

Total electric delivery charges \$101.30

Supply charges

BGS Capacity	
Generation 0.185 kW x \$5.621622	\$1.04
Transmission 0.149 kW x \$12.080537	\$1.80
Cost of electric supplied by PSE&G:	
Charges	
For the first 1,600 kWh x \$0.054013	\$86.42
For the next 400 kWh x \$0.051825	\$20.73

Total electric supply charges \$109.99

Total electric charges \$211.29

MEASURED DEMAND

Demand kW 13.60

Measured Demand is the maximum use of electricity at any time during a monthly time period, as measured by your meter.

BILLED DEMAND

Annual Demand kW 13.60

SUPPLY CAPACITY

Generation kW 0.185
 Transmission kW 0.149

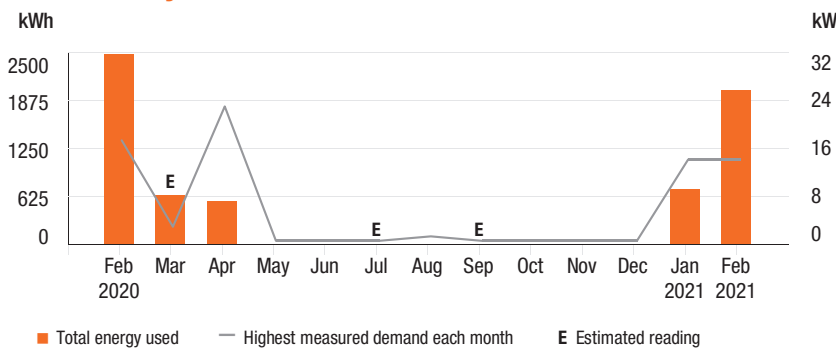
Supply capacity is required to serve the system's annual peak usage. It represents your share of these facilities, in kilowatts (kW). It is calculated based on your peak usage from the previous summer. Supply capacity values are updated periodically throughout the year and are prorated based on your service period.

Price to compare

If you want to consider getting your electric supply from another supplier, compare their price with ours. This month, your cost for energy supply is \$109.99. This *price to compare* varies month to month, depending on your usage.

Your PoD ID is: PE000009621299823269 – Your PoD ID is your Point of Delivery identification within PSE&G's system. You will need this number if you are considering enrolling with another supplier.

Your monthly electric use



Visit MyAccount for more details regarding your energy usage.



Details of your electric charges

Your rate: Large Power & Lighting Secondary (LPLS)

Meter # 9204917	Usage
Reading Feb 5, 2021	
On-Peak Actual	57058
Reading Jan 8, 2021	
Less On-Peak Actual	56435
Multiplier	160
Total On kWh	49,966
Total Off kWh	49,745
Total kWh	99,711

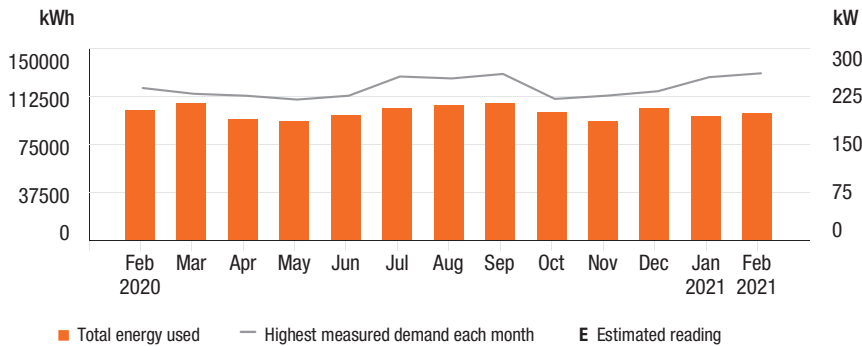
Delivery charges

Monthly service charge		\$370.81
Charges for delivering electric to you:		
Annual Demand	256.000 kW x \$3.761680	\$962.99
kWh - On-peak		
For the first	39,513 kWh x \$0.005239	\$207.01
For the next	10,453 kWh x \$0.005620	\$58.75
kWh - Off-peak		
For the first	43,591 kWh x \$0.005239	\$228.37
For the next	6,154 kWh x \$0.005621	\$34.59
Societal Benefits	99,711 kWh x \$0.008694	\$866.89
Total electric delivery charges		\$2,729.41



Total electric charges \$2,729.41

Your monthly electric use



Visit MyAccount for more details regarding your energy usage.



Your unmetered electric charges

Your rate: Private Street Area Lighting (PSAL)

USAGE

For the period Jan 8, 2021 to Feb 5, 2021 : 7,134 kWh

Delivery charges

Fixture charge		\$544.00
Charges for delivering electric to you:		
kWh charges		
For the first	5,980 kWh x \$0.022636	\$135.36

MEASURED DEMAND

On-Peak kW	256.00
Off-Peak2 kW	213.80

BILLED DEMAND

Annual Demand kW	256.00
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SUPPLY CAPACITY

Generation kW	260.434
Transmission kW	208.345

Price to compare

You are currently buying your electricity from another supplier. If you had been purchasing your electric supply from PSE&G, your cost would be \$9,324.87. This is your *price to compare*. It varies from month to month depending on your usage.

Your PoD ID is: PE000009621300423269 – Your PoD ID is your Point of Delivery identification within PSE&G's system.

Price to compare

If you want to consider getting your electric supply from another supplier, you can compare their price with ours. This month, your cost for energy supply is \$369.25. This *price to compare* varies from month to month, depending on your usage.

Your PoD ID is: PE000011791436623269 – Your PoD ID is your Point of Delivery identification within PSE&G's system. You will need this number if you are considering enrolling with another supplier.

For the next	1,154 kWh x \$0.023017	\$26.56
Total electric delivery charges		\$705.92

Supply charges

Cost of electric supplied by PSE&G:

Charges

For the first	5,980 kWh x \$0.052113	\$311.64
For the next	1,154 kWh x \$0.049922	\$57.61

Total electric supply charges		\$369.25
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 Total unmetered electric charges		\$1,075.17
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May 20, 2021

TRC Energy Solutions, Transition Incentive Program Manager

317 George Street, Suite #520

New Brunswick, NJ 08901

To Whom it May Concern:

We are providing additional background information with regards to the NJCEP application for the Transition Incentive Program which our solar developer partner, EnterSolar, LLC, has submitted on our behalf.

Benjamin Moore (or Benjamin Moore & Co as listed on the PSE&G invoice) is a tenant at 203 Kuller Rd Whse, Clifton City, NJ 07015 ("System Location") and will be the energy offtaker for this solar project. As the sole EDC customer, Benjamin Moore executed the interconnection application submitted to PSE&G on

Prologis, Inc. is the owner and landlord of the property located at the System Location, and Prologis' designated representative, Alex Perlman, will be serving as the Premise Contact.

Prologis is working with EnterSolar to install a rooftop solar system at the System Location. [Project Entity Name], a newly created special purpose entity, will be the owner of the proposed solar system, and will serve as the Primary Contact (SREC Owner).

Sincerely,



Alex Perlman

Solar Lead, Global Energy

Exhibit “B”



06/29/2021

Peyton Boswell
ESNJ-PLD-CLIFTON1, LLC
805 Third Avenue
20th Floor
New York, NY 10022

RE: **TI Application Number NJSTRE1547187150 - Conditional Acceptance**

Dear Peyton Boswell:

We are pleased to inform you the above solar project has been conditionally accepted by New Jersey’s Clean Energy Program's (NJCEP’s) Transition Incentive Program (TI) and has been assigned an Application Number NJSTRE1547187150. The project has been conditionally accepted with a 962.8000 kW (DC) solar electric system. The final acceptance of this initial application is conditioned on completing the solar installation and commencing commercial operation on or before the expiration date of **06/29/2022**.

On May 23, 2018, the Clean Energy Act, L. 2018, c.17 (Act), was signed into law. Among other mandates, the Act directed the Board to adopt rules and regulations to close the SREC Registration Program (SRP) to new registrations once 5.1% of the kilowatt-hours sold in the State are generated by solar electric power connected to the distribution system. N.J.S.A. 48:3-87(d)(3). The Act also directed the Board to complete a study on how to modify or replace the SRP with a Successor Program to encourage the continued efficient and orderly development of solar renewable energy generating sources throughout the State. The Board has entered at least three related Orders, as well as revisions of its regulations, regarding implementation of these provisions of the Act. *Link to Orders can be found under TI Guidelines and Clarifications below.*

The Transition Incentive Program was established by the New Jersey Board of Public Utilities (NJBPU) to provide a bridge between the Legacy SREC Registration Program and the Successor Program. The NJBPU determined that, if the Successor Program is not ready to accept new registrations by the time the 5.1% Milestone is attained, the Board will allow projects to apply to participate in the Transition Incentive Program. The 5.1% Milestone was attained on April 30, 2020. **The Transition Incentive Program opened to new applications on May 1, 2020.**

Your TI Application packet provided us with the following information regarding your solar project:

PROJECT NUMBER	NJSTRE1547187150	PREMISE CONTACT	Alex Perlman
SYSTEM SIZE	962.8000		
PRIMARY CONTACT (SREC OWNER)	Peyton Boswell	INSTALLATION ADDRESS	203 Kuller Rd Clifton, NJ 07011

Note: This letter is addressed to the Primary Contact (TREC Owner) listed in the TI Certification form signed by the Primary Contact, the Premise Contact, and the Solar Installer.

[1] *This is a standard form letter intended to cover many cases. You should read it carefully for those provisions applicable to your own project but be aware that all the provisions may not be applicable.*

The date of your project's conditional acceptance is 06/29/2021. You must submit a complete Final As-Built

Package (Post Construction Certification) and meet all other program requirements on or before the project's expiration date noted in this acceptance letter. If a complete Final As-Built Package is not submitted on or before the expiration date, the application will be cancelled.

By [Order](#) dated November 18, 2020, TI applications with a permission to operate dated prior to May 1, 2020 must submit a complete Final As-Built Package in the online portal no later than December 30, 2020 at 11:59:59 PM EST. TI Applications with a PTO dated prior to May 1, 2020 that submit a complete Final As Built Package by the above deadline will be eligible for a 15- year TREC qualification life that begins on the date the permission to operate was issued by the Electric Distribution Company. Eligibility to generate TRECs will begin on May 1, 2020 and will not extend back to the date of PTO. Projects in this class that do not submit a complete Final As- Built Package by the above-mentioned deadline will be rejected and no longer eligible for the TI Program.

When your Final As-Built packet is deemed complete, you may be randomly selected for an on-site inspection. You will be notified via email if you are selected for an on-site inspection, and you will thereafter be contacted by a Program Representative to schedule the inspection. If you are not so selected, you will be also notified of that via email.

Upon satisfactory completion of all program requirements, the owner of the TRECs will be issued an NJ TREC Certification Number and instructions regarding how to register the solar PV generating system at PJM GATS. The NJ TREC Certification Number is a distinct number that is assigned based on the solar installation project type that is associated with the specific factor. *For additional information on Project Type and Factors see TI Guidelines and Clarification below.*

More detailed information regarding the TI Program can be found on the NJCEP website at [Transition Incentive Program Online Portal](#). In addition, certain additional explanations, caveats, clarifications, and conditions are set forth under the *TI Guidelines and Clarification* section below.

If you have questions or concerns about your TI application, please feel free to contact us at njreinfo@njcleanenergy.com.

Thank you for participating in the Transition Incentive Program.

Transition Incentive Program
New Jersey Clean Energy Program TM
c/o TRC
317 George Street, Suite #520
New Brunswick, NJ 08901

CC:
Alex Perlman
Steve Burns

TI Guidelines and Clarifications

Special Reporting Required for Net Metered Projects greater than 1 MW

For the above projects, Quarterly Milestone reports must be submitted to the TI Processing Team within two weeks of the quarters ending on March 31, June 30, September 30 and December 31. If there is a change to the ownership of the TRECs from the initial TI Application, this change should be noted on the TI Milestone Reporting Form and a copy of the newly executed contract reflecting the new owner and a revised TI Certification Form should be included with the Milestone Reporting form at the next quarterly submission. Quarterly reports can be submitted in the online portal or via email to njreinfo@njcleanenergy.com. The Milestone Reporting Form and instructions on how to submit this form can be found at www.njcleanenergy.com. Note: The requirements of this paragraph do not apply to residential projects.

Revenue Grade Meter Requirements

All solar energy systems eligible to earn TRECs must report system production based upon readings from a revenue-grade meter that meets the American National Standards Institute (ANSI) Standard C12.1-2008. This meter is in addition to the electric meter installed by the local utility to measure the home or business' electric consumption. The approved list of revenue grade meters accepted in TI can be found at [solar production meters](#).

TREC Eligibility for Adding Capacity to an Existing Solar System

If you are adding capacity to a previously installed system that participated in the SREC Registration Program or any previous NJ solar program where the solar system was eligible for SRECs (Solar Renewable Energy Certificates), you are *required* to install a new revenue grade meter for the added capacity.

Interconnection and Authorization to Energize Requirements

This letter does not constitute a determination of eligibility to interconnect the project to the distribution system in New Jersey. Net metered project owners or their developers must follow the Net Metering and Interconnection process required by New Jersey law at N.J.A.C. 14:8-4.1 through 14:8-5.9 and facilitated by their Electric Distribution Company (EDC). The TI Processing Team does not review the estimated system production and historical onsite consumption for projects to determine eligibility for net metering purposes. Applicants must obtain the required approval from their EDCs or they may be at risk of proceeding with a project that the EDC refuses to interconnect based on its review of the system output and historical consumption. Among other things, on-site load must be at least equal to project generation before a net-metered system may be energized or final program acceptance issued.

Applicants must also obtain authorization to energize their interconnected system from their EDC. If it is determined that the date of the EDC Authorization to Energize is after the expiration date referenced in this letter, the TI application will be terminated, and the applicant will be required to begin the entire application process by submitting a new initial application package. A Final As-Built (Post Construction Certification) package must be submitted within 90 Days from the date of the permission to operate.

The Final As-Built Checklist requires, among other things, proof that the relevant EDC has approved the interconnection with the EDC's Electrical Distribution System (i.e., grid) and issued a Notice of Authorization to Energize.

Transition Incentive Renewable Energy Certificates (TRECs)

Once a qualified solar project is interconnected with the Electric Distribution System in New Jersey and is authorized to be energized by the EDC, the system is able to produce electricity and is eligible to begin earning TRECs. One TREC is earned each time a project generates 1,000 kilowatt-hours (kWh) of electricity.

TI Guidelines and Clarifications (cont.)

Extensions

The Transition Incentive Program does not allow for any extensions.

Project Types and Factors

The Transition Incentive is structured as a factorized renewable energy certificate. The factors allow the TREC to provide differentiated financial incentives for different types of solar installation. Using the table below, the project type must be identified in the online portal to determine the appropriate factor for TREC eligibility. Applicants with projects for which more than one factor may apply (e.g., a project that is partially roof mounted and partially ground mounted) may split their project and submit separate applications for each project type. Each application will receive a distinct TI project number, acceptance date and expiration date and NJ Certification Number. Failure to split the project into two separate projects and applications would result in the lower factor applying to the entire project.

Applicants that submit separate applications for solar installations that have more than one factor are required to install a designated revenue grade meter for each system.

Project Type	Factor
Subsection (t): landfill, brownfield, areas of historic fill.	1.00
Grid supply (subsection (r)) rooftop	1.00
Net-metered non-residential rooftop and canopy	1.00
Community Solar	0.85
Grid supply (subsection (r)) ground mount	0.60
Net-metered residential ground mount	0.60
Net-metered residential rooftop and canopy	0.60
Net-metered non-residential ground mount	0.60
Floating Solar	0.60

Changing TREC Ownership

Applicants that have a change to the System or TREC ownership must provide a copy of the newly executed contract reflecting the new owner together with a revised TI Certification form. If the change in ownership occurs after the NJ TREC Certification Number has been issued, please contact GATS for guidance on how to make this change.

The assigned Project Number and the Permission to Operate (PTO) dates for previously installed solar systems can be found on the Solar Installation Report at [Solar Reports](#).

Location of TI Program Forms and Documents

The Final As-Built Checklist and other program forms can be found at www.njcleanenergy.com.

Related Board Orders

[Board Order dated December 6, 2019, Docket No. QO19010068](#) IN THE MATTER OF A NEW JERSEY SOLAR

TRANSITION PURSUANT TO P. L. 2018, C.17

[Board Order dated February 27, 2019, Docket No. QO18070698](#), IN THE MATTER OF THE MODIFICATION OF THE SOLAR RENEWABLE PORTFOLIO STANDARD AND SOLAR ALTERNATIVE COMPLIANCE PAYMENT SCHEDULES AND THE REDUCTION OF THE

QUALIFICATION LIFE FOR SOLAR RENEWABLE ENERGY CERTIFICATES FOR SOLAR FACILITIES

Board Order dated January 8, 2020 6, 2019, Docket No. QO19010068 IN THE MATTER OF A NEW JERSEY SOLAR TRANSITION PURSUANT TO P. L. 2018, C.17

Board Order dated 4/6/2020, Docket No. QO18070698 and QO19010068 IN THE MATTER OF THE CLOSURE OF THE SREC REGISTRATION PROGRAM PURSUANT TO P.L. 2018, c. 17. IN THE MATTER OF A NEW JERSEY SOLAR TRANSITION PURSUANT TO P.L. 2018, C.17 - CALCULATION OF 5.1% MILESTONE FOR SREC PROGRAM CLOSURE.

Exhibit “C”

PSEG PERMISSION TO OPERATE Benjamin Moore EFFECTIVE December 9 2022 DWMS 500878283

CI NET METER <CINETMETER@pseg.com>

Tue 12/13/2022 1:10 PM

To: Interconnection (OES) <interconnection@powerflex.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



December 13, 2022

**Benjamin Moore
203 KULLER RD
CLIFTON CITY NJ 07011**

Dear Applicant: 500878283

PSE&G installed a new net meter at the above-named address and has granted permission to operate the customer-generator's solar facility effective **12/09/2022**. This notification is given in accordance with Title 14, Chapter 8, and Subchapter 5 of the New Jersey Administrative Code.

PSE&G does not assume any responsibility or liability for damage to property or physical injury to persons. Any review made by PSE&G of the customer's plans and/or specifications, any examination made by PSE&G of the actual design, construction and/or installation of the customer's equipment, and/or any determination made by PSE&G in connection with any such review or examination will be solely for the purpose of permitting PSE&G, consistent with its statutory, regulatory and contractual obligations to its customers, to:

- a) determine whether the design, construction and installation of such facilities is compatible with the PSE&G system; and
- b) ensure that the provision of service to the customer, based on the expected use of the service, will not adversely affect the integrity, reliability or safe operation of the PSE&G system.

PSE&G's review or examination, and any determination made in connection therewith, is not intended to be, nor will same be made by PSE&G for the purpose of, nor should same be interpreted, construed and/or relied upon by the customer, or any other person or entity, as an endorsement, approval, confirmation and/or warranty of or by PSE&G relative to any aspect of the design, construction or installation of the customer's facilities, their safety, reliability, economic and/or technical feasibility, performance and/or operational capability and/or the suitability of same for their intended purpose(s). The customer shall not represent to any third-party that PSE&G's review was undertaken for any reason other than the reasons expressly stated in the publication "Information and Requirements for Electric Service", issued by PSE&G and available on request.

Public Service Electric & Gas Company

The information contained in this e-mail, including any attachment(s), is intended solely for use by the named addressee(s). If you are not the intended recipient, or a person designated as responsible for delivering such messages to the intended recipient, you are not authorized to disclose, copy, distribute or retain this message, in whole or in part, without written authorization from PSEG. This e-mail may contain proprietary, confidential or privileged information. If you have received this message in error, please notify the sender immediately. This notice is included in all e-mail messages leaving PSEG. Thank you for your cooperation.

Exhibit “D”

Post-Construction Certification Package

The undersigned, of full age, being duly sworn according to law, under oath deposes and says:

1. ESNJ-PLD-CLIFTON1, LLC (“Developer”) is the developer for that certain project identified by TI Program Registration Number NJSTRE1547187150 and located at 203 Kuller Road in Clifton, NJ (the “Project”).
2. I am Alexandra Wineholt of PowerFlex Solar, LLC (“PowerFlex”), sole manager and member of Developer, and I am familiar with the Project.
3. The TI Program conditional registration for the Project expired on December 29, 2022 (“Expiration Date”). In advance of the Expiration Date, representatives of PowerFlex prepared and/or obtained all documentation required to be included in the post-construction certification package pursuant to N.J.A.C. 14:8-10.4(g), specifically:
 - a. A copy of the conditional registration notice issued by the Board, attached as Attachment 1;
 - b. A final "as built" technical worksheet, detailing the technical specifications of the completed solar electric generating facility, including any changes from the technical worksheet submitted as part of the initial registration package, , attached as Attachment 2;
 - c. Digital photographs of the site and the completed solar facility, attached as Attachment 3; and
 - d. A copy of the initial application, executed by the relevant EDC, to interconnect the facility to the corresponding EDC's distribution system, as well as the EDC or PJM approval to interconnect and energize the facility, attached as Attachment 4;
4. While N.J.A.C. 14:8-10.4(g) also requires additional documentation, this certification does not include such additional documentation because, in the experience of PowerFlex, such documentation is not typically included in a post-construction certification package.
5. Additionally, although not specifically required by N.J.A.C. 14:8-10.4, also attached hereto are: (1) an updated TI Program Certification Form as Attachment 5; (2) an updated New Jersey Solar PPA Disclosure Statement as Attachment 6; and (3) documentation showing the instantaneous production of energy from the Project as Attachment 7. In the experience of PowerFlex, the TI Program Administrator regularly requests such documentation as part of the post-construction certification package.

6. The attachments to this certification are true and correct in all material respects.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DocuSigned by:
Alexandra Wineholt
8668E09015094D6...

Alexandra Wineholt

Dated: January 24, 2023

Exhibit “D”

ATTACHMENT 1



06/29/2021

Peyton Boswell
ESNJ-PLD-CLIFTON1, LLC
805 Third Avenue
20th Floor
New York, NY 10022

RE: **TI Application Number NJSTRE1547187150 - Conditional Acceptance**

Dear Peyton Boswell:

We are pleased to inform you the above solar project has been conditionally accepted by New Jersey’s Clean Energy Program's (NJCEP’s) Transition Incentive Program (TI) and has been assigned an Application Number NJSTRE1547187150. The project has been conditionally accepted with a 962.8000 kW (DC) solar electric system. The final acceptance of this initial application is conditioned on completing the solar installation and commencing commercial operation on or before the expiration date of **06/29/2022**.

On May 23, 2018, the Clean Energy Act, L. 2018, c.17 (Act), was signed into law. Among other mandates, the Act directed the Board to adopt rules and regulations to close the SREC Registration Program (SRP) to new registrations once 5.1% of the kilowatt-hours sold in the State are generated by solar electric power connected to the distribution system. N.J.S.A. 48:3-87(d)(3). The Act also directed the Board to complete a study on how to modify or replace the SRP with a Successor Program to encourage the continued efficient and orderly development of solar renewable energy generating sources throughout the State. The Board has entered at least three related Orders, as well as revisions of its regulations, regarding implementation of these provisions of the Act. *Link to Orders can be found under TI Guidelines and Clarifications below.*

The Transition Incentive Program was established by the New Jersey Board of Public Utilities (NJBPU) to provide a bridge between the Legacy SREC Registration Program and the Successor Program. The NJBPU determined that, if the Successor Program is not ready to accept new registrations by the time the 5.1% Milestone is attained, the Board will allow projects to apply to participate in the Transition Incentive Program. The 5.1% Milestone was attained on April 30, 2020. **The Transition Incentive Program opened to new applications on May 1, 2020.**

Your TI Application packet provided us with the following information regarding your solar project:

PROJECT NUMBER	NJSTRE1547187150	PREMISE CONTACT	Alex Perlman
SYSTEM SIZE	962.8000		
PRIMARY CONTACT (SREC OWNER)	Peyton Boswell	INSTALLATION ADDRESS	203 Kuller Rd Clifton, NJ 07011

Note: This letter is addressed to the Primary Contact (TREC Owner) listed in the TI Certification form signed by the Primary Contact, the Premise Contact, and the Solar Installer.

[1] *This is a standard form letter intended to cover many cases. You should read it carefully for those provisions applicable to your own project but be aware that all the provisions may not be applicable.*

The date of your project's conditional acceptance is 06/29/2021. You must submit a complete Final As-Built

Package (Post Construction Certification) and meet all other program requirements on or before the project's expiration date noted in this acceptance letter. If a complete Final As-Built Package is not submitted on or before the expiration date, the application will be cancelled.

By [Order](#) dated November 18, 2020, TI applications with a permission to operate dated prior to May 1, 2020 must submit a complete Final As-Built Package in the online portal no later than December 30, 2020 at 11:59:59 PM EST. TI Applications with a PTO dated prior to May 1, 2020 that submit a complete Final As Built Package by the above deadline will be eligible for a 15- year TREC qualification life that begins on the date the permission to operate was issued by the Electric Distribution Company. Eligibility to generate TRECs will begin on May 1, 2020 and will not extend back to the date of PTO. Projects in this class that do not submit a complete Final As- Built Package by the above-mentioned deadline will be rejected and no longer eligible for the TI Program.

When your Final As-Built packet is deemed complete, you may be randomly selected for an on-site inspection. You will be notified via email if you are selected for an on-site inspection, and you will thereafter be contacted by a Program Representative to schedule the inspection. If you are not so selected, you will be also notified of that via email.

Upon satisfactory completion of all program requirements, the owner of the TRECs will be issued an NJ TREC Certification Number and instructions regarding how to register the solar PV generating system at PJM GATS. The NJ TREC Certification Number is a distinct number that is assigned based on the solar installation project type that is associated with the specific factor. *For additional information on Project Type and Factors see TI Guidelines and Clarification below.*

More detailed information regarding the TI Program can be found on the NJCEP website at [Transition Incentive Program Online Portal](#). In addition, certain additional explanations, caveats, clarifications, and conditions are set forth under the *TI Guidelines and Clarification* section below.

If you have questions or concerns about your TI application, please feel free to contact us at njreinfo@njcleanenergy.com.

Thank you for participating in the Transition Incentive Program.

Transition Incentive Program
New Jersey Clean Energy Program TM
c/o TRC
317 George Street, Suite #520
New Brunswick, NJ 08901

CC:
Alex Perlman
Steve Burns

TI Guidelines and Clarifications

Special Reporting Required for Net Metered Projects greater than 1 MW

For the above projects, Quarterly Milestone reports must be submitted to the TI Processing Team within two weeks of the quarters ending on March 31, June 30, September 30 and December 31. If there is a change to the ownership of the TRECs from the initial TI Application, this change should be noted on the TI Milestone Reporting Form and a copy of the newly executed contract reflecting the new owner and a revised TI Certification Form should be included with the Milestone Reporting form at the next quarterly submission. Quarterly reports can be submitted in the online portal or via email to njreinfo@njcleanenergy.com. The Milestone Reporting Form and instructions on how to submit this form can be found at www.njcleanenergy.com. Note: The requirements of this paragraph do not apply to residential projects.

Revenue Grade Meter Requirements

All solar energy systems eligible to earn TRECs must report system production based upon readings from a revenue-grade meter that meets the American National Standards Institute (ANSI) Standard C12.1-2008. This meter is in addition to the electric meter installed by the local utility to measure the home or business' electric consumption. The approved list of revenue grade meters accepted in TI can be found at [solar production meters](#).

TREC Eligibility for Adding Capacity to an Existing Solar System

If you are adding capacity to a previously installed system that participated in the SREC Registration Program or any previous NJ solar program where the solar system was eligible for SRECs (Solar Renewable Energy Certificates), you are *required* to install a new revenue grade meter for the added capacity.

Interconnection and Authorization to Energize Requirements

This letter does not constitute a determination of eligibility to interconnect the project to the distribution system in New Jersey. Net metered project owners or their developers must follow the Net Metering and Interconnection process required by New Jersey law at N.J.A.C. 14:8-4.1 through 14:8-5.9 and facilitated by their Electric Distribution Company (EDC). The TI Processing Team does not review the estimated system production and historical onsite consumption for projects to determine eligibility for net metering purposes. Applicants must obtain the required approval from their EDCs or they may be at risk of proceeding with a project that the EDC refuses to interconnect based on its review of the system output and historical consumption. Among other things, on-site load must be at least equal to project generation before a net-metered system may be energized or final program acceptance issued.

Applicants must also obtain authorization to energize their interconnected system from their EDC. If it is determined that the date of the EDC Authorization to Energize is after the expiration date referenced in this letter, the TI application will be terminated, and the applicant will be required to begin the entire application process by submitting a new initial application package. A Final As-Built (Post Construction Certification) package must be submitted within 90 Days from the date of the permission to operate.

The Final As-Built Checklist requires, among other things, proof that the relevant EDC has approved the interconnection with the EDC's Electrical Distribution System (i.e., grid) and issued a Notice of Authorization to Energize.

Transition Incentive Renewable Energy Certificates (TRECs)

Once a qualified solar project is interconnected with the Electric Distribution System in New Jersey and is authorized to be energized by the EDC, the system is able to produce electricity and is eligible to begin earning TRECs. One TREC is earned each time a project generates 1,000 kilowatt-hours (kWh) of electricity.

TI Guidelines and Clarifications (cont.)

Extensions

The Transition Incentive Program does not allow for any extensions.

Project Types and Factors

The Transition Incentive is structured as a factorized renewable energy certificate. The factors allow the TREC to provide differentiated financial incentives for different types of solar installation. Using the table below, the project type must be identified in the online portal to determine the appropriate factor for TREC eligibility. Applicants with projects for which more than one factor may apply (e.g., a project that is partially roof mounted and partially ground mounted) may split their project and submit separate applications for each project type. Each application will receive a distinct TI project number, acceptance date and expiration date and NJ Certification Number. Failure to split the project into two separate projects and applications would result in the lower factor applying to the entire project.

Applicants that submit separate applications for solar installations that have more than one factor are required to install a designated revenue grade meter for each system.

Project Type	Factor
Subsection (t): landfill, brownfield, areas of historic fill.	1.00
Grid supply (subsection (r)) rooftop	1.00
Net-metered non-residential rooftop and canopy	1.00
Community Solar	0.85
Grid supply (subsection (r)) ground mount	0.60
Net-metered residential ground mount	0.60
Net-metered residential rooftop and canopy	0.60
Net-metered non-residential ground mount	0.60
Floating Solar	0.60

Changing TREC Ownership

Applicants that have a change to the System or TREC ownership must provide a copy of the newly executed contract reflecting the new owner together with a revised TI Certification form. If the change in ownership occurs after the NJ TREC Certification Number has been issued, please contact GATS for guidance on how to make this change.

The assigned Project Number and the Permission to Operate (PTO) dates for previously installed solar systems can be found on the Solar Installation Report at [Solar Reports](#).

Location of TI Program Forms and Documents

The Final As-Built Checklist and other program forms can be found at www.njcleanenergy.com.

Related Board Orders

[Board Order dated December 6, 2019, Docket No. QO19010068](#) IN THE MATTER OF A NEW JERSEY SOLAR

TRANSITION PURSUANT TO P. L. 2018, C.17

[Board Order dated February 27, 2019, Docket No. QO18070698](#), IN THE MATTER OF THE MODIFICATION OF THE SOLAR RENEWABLE PORTFOLIO STANDARD AND SOLAR ALTERNATIVE COMPLIANCE PAYMENT SCHEDULES AND THE REDUCTION OF THE

QUALIFICATION LIFE FOR SOLAR RENEWABLE ENERGY CERTIFICATES FOR SOLAR FACILITIES

Board Order dated January 8, 2020 6, 2019, Docket No. QO19010068 IN THE MATTER OF A NEW JERSEY SOLAR TRANSITION PURSUANT TO P. L. 2018, C.17

Board Order dated 4/6/2020, Docket No. QO18070698 and QO19010068 IN THE MATTER OF THE CLOSURE OF THE SREC REGISTRATION PROGRAM PURSUANT TO P.L. 2018, c. 17. IN THE MATTER OF A NEW JERSEY SOLAR TRANSITION PURSUANT TO P.L. 2018, C.17 - CALCULATION OF 5.1% MILESTONE FOR SREC PROGRAM CLOSURE.

Exhibit “D”

ATTACHMENT 2



2020 Transition Incentive Program (TI)
TI Final As-Built Technical Worksheet

A. PREMISE CONTACT INFORMATION

Premise Contact Name: Emily Probst TI Application Number: NJSTRE1547187150
 Premise Company Name: Prologis (leasing to Benjamin Moore & Co)
203 Kuller Rd, Clifton, NJ 07011
 Premise Address: _____

B: INTERCONNECTION TYPE

Behind the Meter Grid Supply

C: PROJECT TYPE

- 1 Subsection (t) Landfill, Brownfield, Areas of Historic Fill
- 2 Grid Supply (Subsection r) Rooftop
- 3 Net-Metered Non-Residential Rooftop and Canopy
- 4 Community Solar
- 5 Grid Supply (Subsection r) Ground Mount
- 6 Net-Metered Residential Ground Mount
- 7 Net-Metered Residential Rooftop and Canopy
- 8 Net-Metered Non-Residential Ground Mount
- 9 Floating Solar

D: SOLAR SYSTEM INFORMATION

Solar Electric Modules

System Size (DC Watts) 978.09 kW Quantity of Modules 2,374

Inverter Information

Quantity of Inverter(s) 6 Location of Inverter(s) roof

Revenue Grade Production Meter

A revenue grade-kilowatt hour (kWh) production meter which is certified by the American National Standards Institute (ANSI) within C12.1-2008 standards, is required for all solar installations. The production meter is installed in addition to the bi-directional utility meter, in order to capture total production before consumption.

Quantity of Meter(s) 1 Location of Meter(s) electrical area

E. TOTAL SYSTEM COST INFORMATION

Total Installed System Cost for Solar \$1,508,346
(Eligible installed system cost includes all equipment, installation and applicable interconnection costs for solar system)

Total Installed System Cost for Electric Storage (if applicable): \$N/A
(Eligible installed system cost includes all equipment, installation and applicable costs for Electric Storage Battery)

Applicants must supply cost information that is accurate and current as of the application date. TI Applications will not be processed without system cost information. Cost can be submitted for protection under OPRA by following the Board's procedures found at www.nj.gov/bpu.

F. CERTIFICATION (SIGNATURES REQUIRED)

The undersigned by signing below attest to the accuracy and completeness of the above and any information provided with this submittal. If the SRP Processing Team determines through an evaluation process of either on-site inspection or audit that the system has been misrepresented or that the paper work submittal is found to have violated program procedures then the contractor may be subject to corrective action as described in the Contractor Remediation Procedures specified in the Board Order dated January 25, 2017, Docket no. QO16040353.

I agree that this document and all notices and disclosures made or given relating to this document may be created, executed, delivered and retained electronically and that the electronic signatures appearing on this document and any related documents shall have the same legal effect for all purposes as a handwritten signature.

The information, statements, and documents I have provided in and with this document are true and accurate to the best of my knowledge. I am aware that if any of them are willfully false, I am subject to punishment.
 The signature for the installer shall be an Officer, Principle or Executive of the company that has signing authority for the company.

IF USING AN ELECTRONIC SIGNATURE, PLEASE UPLOAD IN THE ONLINE PORTAL THE CERTIFICATE OF COMPLETION OR THE SIGNATURE

Primary Contact (TREC Owner)

(Print Name):

Emily Probst

Signature

[Signature]

Date:

12/15/2022

Installer / Developer

(Print Name):

Alexandra Wineholt

Signature:

[Signature]

Date:

12/15/2022

Premise Contact

(Print Name):

Emily Probst

Signature:

[Signature]

Date:

12/15/2022

Exhibit “D”

ATTACHMENT 3



Description

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Uploaded By

George Blinick

Upload Date

12/09/2022 at 01:56 pm

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12/09/2022 at 09:19 am

Uploaded By

George Blinick

Upload Date

12/09/2022 at 01:56 pm

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06/13/2022 at 10:09 am

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Nikoloz Tsagareli

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06/13/2022 at 10:12 am

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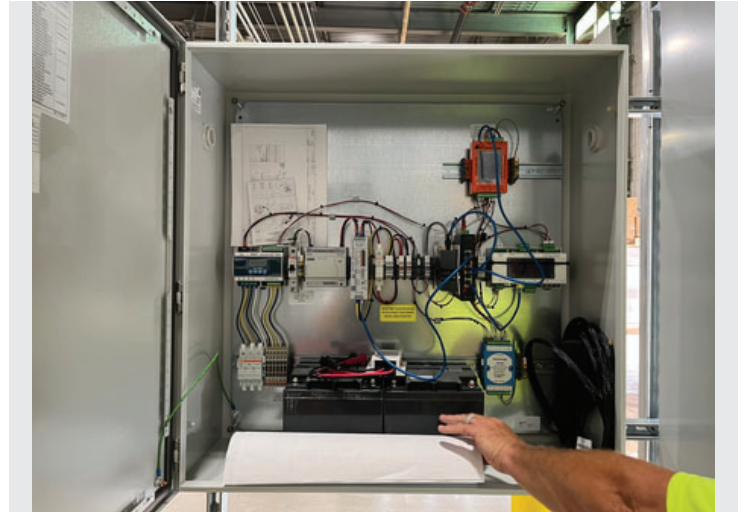
Sean Murphy

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06/13/2022 at 10:09 am

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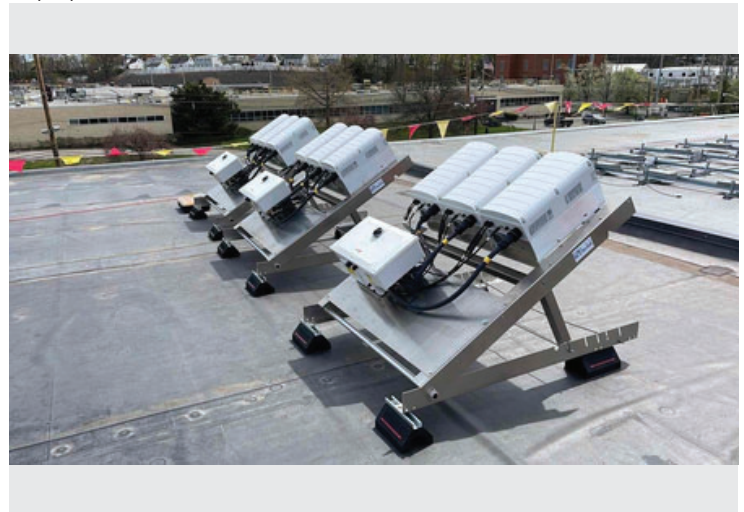
Nikoloz Tsagareli

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Sean Murphy

Upload Date

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Exhibit “D”

ATTACHMENT 4A



PSE&G

INTERCONNECTION APPLICATION AND AGREEMENT

With Terms and Conditions for Interconnection

For a Level 2 & 3 Review (Certified Inverter-based Units over 10kW)

Mailing Address

PSE&G Net Metering
80 Park Plaza T-15
Newark, NJ 07102

Meter Change Outs

Construction Inquiry
(800) 722-0256, Option 5
cinetmeter@pseg.com

Technical Issues

Michael Henry
Michael.Henry@pseg.com

SOLAR LOAN CUSTOMERS ONLY

Solar Loan Interconnection Payments:

5 Century Road
South Plainfield, NJ 07080

Do not send payment to 80 Park Plaza address

INTERCONNECTION AGREEMENT FOR
LEVEL 2 OR LEVEL 3 PROJECTS

This Interconnection Agreement ("Agreement") is made and entered into this 26th day of April, 2021, by PSE&G, ("Electric Distribution Company" or "EDC"), and Benjmain Moore ("Customer-Generator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- 1) **Scope and Limitations of Agreement.** This Agreement shall be used for all approved Level 2 and Level 3 Interconnection Requests according to the procedures set forth by the New Jersey Board of Public Utilities' ("NJ BPU") regulations. This Agreement is applicable to conditions under which the EDC and the Customer-Generator agree that one or more generating facilities as further described in Attachment A ("Facility" or "Facilities"), with an installed nameplate gross capacity of 962.8 kW, and are to be interconnected at distribution voltages that do not fall under PJM's jurisdiction, may be interconnected to the EDC's system. The facility may be used for exporting retail electricity to the EDC's distribution system only as required for specific net metering regulations stipulated by the NJ BPU. Other than these regulations pertaining to netting generation credits for excess generation, this Agreement does not constitute an agreement to purchase or deliver the Customer-Generator's power. This Agreement is not applicable to purchases of power under any EDC Qualifying Facility power purchase tariff, or for wholesale transactions as defined by the Federal Energy Regulatory Commission ("FERC"), and which are included as part of a PJM Wholesale Market Participation Agreement ("WMPA"). A WMPA uses a separate form of Interconnection Agreement with the EDC.

- 2) **Construction of the Customer-Generator Facility.** The Customer-Generator may proceed to construct the Customer-Generator Facility once the approval to install the Customer-Generator Facility has been received from the EDC. The Customer-Generator Facility shall be constructed in accordance with information provided in the

Interconnection Application, the National Electrical Code (“NEC”), IEEE 1547 and the NJ BPU’s regulations.

The Applicant shall notify the EDC of any changes to the originally proposed Level 2 or 3 Customer-Generator Facility that would be subject to further review (e.g., Inverter Manufacturer/Model Number, Size, etc.).

Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 2 or 3 project, and is not agreed to in writing by the EDC, shall require submission of a new Interconnection Application.

- 3) **Interconnection.** The Customer-Generator may interconnect and operate the Customer-Generator Facility with the EDC’s system once all of the following conditions precedent have been satisfied:
 - a) Electrical Inspection: Upon completing construction, the Customer-Generator shall have the Customer-Generator Facility inspected, or otherwise certified, by the local electrical wiring inspection authority having jurisdiction to ensure that the facility meets the requirements of the NEC.
 - b) Certificate of Completion: The Applicant shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities.
 - c) Inspection: The EDC has either completed its inspection or waived the right to inspection in this Agreement. After receipt of the Certificate of Completion, the EDC may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Customer-Generator Facility and observe a Witness Test to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with its requirements. “Witness Test” means the verification by an on-site observation by the EDC that the interconnection installation evaluation required by Section 5.3 of IEEE Standard

1547 and the commissioning test required by Section 5.4 of IEEE Standard 1547 have been adequately performed.

- d) Metering: Revenue quality metering equipment shall be installed and tested by the EDC. The EDC may choose to schedule the Witness Test also at this time. The Customer-Generator may be responsible for the cost of the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment. The Customer-Generator may also be required to provide a voice-quality phone line within 3 feet of the meter to allow EDC to remotely interrogate the meter.
- e) Breaker Trip Control: Generators 1 MW and greater may require remote generator trip/isolation control by the EDC's system operations control center via a local SCADA unit or similar device.
- f) Acceptance: The EDC's representative has signed and returned the Certificate of Completion or provided notification by electronic mail or other acceptable means that the requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted for parallel operation.
- g) Special Procedures for Parallel Operation: Once the Customer-Generator Facility has been authorized to commence parallel operation, the Customer-Generator shall abide by any special written rules and procedures developed by the EDC which pertain to the parallel operation of the Customer-Generator Facility, and which are clearly specified in Attachment C of this Agreement.

4) Operation:

- a) Applicable Standards: The Customer-Generator shall construct, own, operate, and maintain its Customer-Generator Facility in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code ("NESC"), the NEC, and applicable standards promulgated by the NJ BPU.
- b) Areas of Responsibility: Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling.

- c) **Minimization of Adverse System Impact:** The Customer-Generator agrees to design, install, maintain, and operate its Customer-Generator Facility so as to minimize the likelihood of causing an adverse system impact on an electric system that is not owned or operated by the EDC.
 - d) **Reactive Power:** The Customer-Generator shall design its Customer-Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of Common Coupling at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer.
- 5) **Periodic Testing.** All interconnection-related protective functions and associated batteries shall be periodically tested at intervals specified by the manufacturer, system integrator, or other authority that has jurisdiction over the Customer-Generator Facility interconnection. Periodic test reports or a log for inspection shall be maintained.
- 6) **Safe Operations and Maintenance.** The Customer-Generator shall be fully responsible to operate, maintain, and repair the Customer-Generator Facility as required to ensure that the Customer-Generator Facility complies at all times with the interconnection standards it has been certified to meet.
- 7) **Access.** The EDC shall have access to the metering equipment and the disconnecting means of the Customer-Generator Facility at all times. The EDC shall provide reasonable notice to the Customer-Generator, when possible, prior to using its right of access. In an emergency or outage situation, where there is no access to an AC disconnecting means such as a switch or breaker, the EDC may disconnect the service to the premise.
- 8) **Exterior AC Disconnect Switch / Isolation Device.** Small generator facilities shall be capable of being isolated from the EDC by means of a lockable, visible-break isolation device accessible by the EDC in accordance with NEC requirements. The isolation device shall be installed, owned and maintained by the Customer-Generator and located between the small generation facility and the point of interconnection. A draw-out type circuit breaker with a provision for padlocking at the draw-out position

can be considered an isolation device for purposes of this requirement. A Customer-Generator may elect to provide the EDC access to an isolation device that is contained in a building or area that may be unoccupied and locked, or not otherwise readily accessible to the EDC, by installing a lockbox for use solely by the EDC for obtaining access to the isolation device. The Customer-Generator shall install the lockbox in a location that is readily accessible by the EDC and the Customer-Generator, and shall permit the EDC to affix a placard in a location of its choosing that provides clear instructions to EDC operating personnel on access to the isolation device. The Customer-Generator, at its option, may provide and install this placard.

- 9) **Conflicts in Agreements.** Nothing in this Agreement is intended to affect any other agreement between the EDC and the Customer-Generator. However, in the event that the provisions of this Agreement are in conflict with the provisions of the EDC's tariff, the EDC tariff shall control.

- 10) **Disconnection.** The EDC may temporarily disconnect the Customer-Generator Facility upon occurrence of any of the following conditions:
 - a) For scheduled outages upon reasonable notice,
 - b) For unscheduled outages or emergency conditions,
 - c) If the EDC determines that the Customer-Generator Facility does not operate in a manner consistent with this Application/Agreement,
 - d) If the EDC determines that continued operation of the Customer-Generator Facility is a safety hazard to the EDC's personnel or to the general public,
 - e) In the event the interconnection equipment used by the Customer-Generator Facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved and the EDC ascertains that the continued operation has the potential to cause a safety, reliability or a power quality problem.

- 11) **Customer-Generator Billing and Payment:**
 - a) **Payment for Interconnection Facilities:** The Customer-Generator shall pay for the cost of the Interconnection Facilities itemized in Attachment E of this Agreement. If a study was performed, the EDC shall identify the Interconnection

Facilities necessary to safely interconnect the Customer-Generator's facility with the EDC's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.

- b) **Scope of Cost for Interconnection Facilities:** The EDC shall bill the Customer-Generator for the design, engineering, procurement, construction, and commissioning costs of EDC provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment G, on a monthly basis, or as otherwise agreed by the Parties. The Customer-Generator shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- c) **True-Up of Actual Costs:** Within one hundred and twenty (120) calendar days of completing the construction and installation of the EDC's interconnection facilities and Distribution Upgrades described in the Attachments E and G to this Agreement, the EDC shall provide the Customer-Generator with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Customer-Generator and a written explanation for any significant variation; and (2) the Customer-Generator's previous deposit and aggregate payments to the EDC for such interconnection facilities and distribution upgrades. If the Customer-Generator's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the Customer-Generator for the amount due and the Customer-Generator shall make payment to the EDC within thirty (30) calendar days. If the Customer-Generator's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the Customer-Generator an amount equal to the difference within thirty (30) calendar days of the final accounting report.
- d) **Deposit:** At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the EDC's interconnection facilities and distribution upgrades, the Customer-Generator shall provide the EDC with a deposit equal to 100% of the estimated costs prior to its beginning design of such facilities.
- e) **Modification of the Customer-Generator Facility:** The Customer-Generator must receive written authorization from the EDC prior to making any change to the

Customer-Generator Facility, other than a minor equipment modification, that could cause an Adverse System Impact. If the Customer-Generator makes such modification without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the Customer-Generator Facility until such time as the EDC reasonably concludes the modification poses no threat to the safety or reliability of its Electric Distribution System.

- 12) **Insurance.** For generator facilities with a Nameplate Capacity of 2 MW or above, the Customer-Generator shall carry adequate insurance coverage that shall be acceptable to the EDC; provided, that the maximum comprehensive/general liability coverage that shall be continuously maintained by the Customer-Generator during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents will be added as an additional insured on this policy.
- 13) **Customer-Generator Indemnification.** To the fullest extent permitted by law, Customer-Generator shall indemnify, defend, and hold harmless EDC, any and all of the members of its governing bodies, and its officers, agents, and employees ("EDC Indemnifieds") for, from, and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, personal injury, death, or occupational disease of any person, including, but not limited to, all Contractor's or Subcontractor's employees or agents; or due to loss or damage to any real or personal property tangible or intangible; which in whole or in part arise out of, are related to, arise from, or are in any way connected with: (a) Customer-Generator's or any non-EDC party's design, construction, installation, inspection, maintenance, testing or operation of the Customer-Generator Facility or equipment used in connection with this Agreement; (b) the interconnection of the Customer-Generator Facility with, and delivery of energy from the Customer-Generator Facility to, EDC's electrical distribution system; or (c) the performance or nonperformance of Customer-Generator's obligations under this Agreement. It is the intent of EDC and Customer-Generator that EDC shall, in all instances except for loss or damage resulting from the sole negligence of EDC, be indemnified against all liability, loss, or damage of any nature whatsoever for or on account of any injuries or death of person(s) or damages

to or destruction of property belonging to any person arising out of, or in any way connected with, Customer-Generator's performance of this Agreement and the interconnection of the Customer-Generator Facility. Customer-Generator's obligations under this Section shall survive the termination of this Agreement.

- 14) **Limitation of Liability.** THE EDC'S TOTAL LIABILITY TO THE CUSTOMER-GENERATOR FOR ALL CLAIMS OR SUITS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS CONTRACT SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE FINAL COST OF ANY INTERCONNECTION FACILITIES PAID FOR BY THE CUSTOMER-GENERATOR. THE EDC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS, OR EXPENSES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST OR REDUCED PROFITS, REVENUES, EFFICIENCY, PRODUCTIVITY, BONDING CAPACITY, OR BUSINESS OPPORTUNITIES, OR INCREASED OR EXTENDED OVERHEAD, OPERATING, MAINTENANCE OR DEPRECIATION COSTS AND EXPENSES).
- 15) **Termination.** This Application/Agreement may be terminated under the following conditions:
- a) By Customer-Generator. The Customer-Generator may terminate this Application/Agreement by providing written notice to the EDC.
 - b) By the EDC. The EDC may terminate this Application/Agreement if the Customer-Generator fails to remedy a violation of terms of this Application/Agreement after providing written notice and a reasonable opportunity to cure.
- 16) **Permanent Disconnection.** In the event the Application/Agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the Customer-Generator to disconnect its Customer-Generator Facility.

- 17) **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill its rights or obligations that arose under the Application/Agreement.
- 18) **Assignment/Transfer of Ownership of the Customer-Generator Facility.** The rights granted to the Customer-Generator under this Application/Agreement shall not survive the transfer of ownership of the Customer-Generator Facility to a new owner unless the new owner agrees to the assignment/transfer of this Application/Agreement and accepts the concomitant responsibilities, and so notifies the EDC in writing within fifteen (15) days of such transfer of ownership. In order for the new owner to be treated as a Net Metering customer for billing purposes, the new owner shall be responsible for providing legal evidence to the EDC of an assignment of the existing Application/Agreement, or if the existing agreement has terminated under this provision, a new Application/Agreement will be required before Net Metering will be reinstated.
- 19) **No Third Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 20) **No Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
- 21) **Definitions.** The capitalized terms used herein, and the definitions of such terms, are as those used in N.J.A.C. 14:8-4.2 Net Metering and Interconnection Standards for Class I Renewable Energy Systems.;
- 22) **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand or request required or authorized in connection with this

Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, sent by Electronic Mail (E-mail), sent by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to EDC:

The contact listed on the EDC website as the primary contact for the EDC listed in the Customer-Generator’s Facility Information section in Attachment A of this Interconnection Agreement.

If to Customer-Generator:

The contact listed in the Legal Name and Mailing Address of Customer-Generator section on Attachment A of this Interconnection Application. The Customer-Generator is responsible for notifying the EDC of any change in the contact party information.

In the event the original applicant sells or otherwise transfers ownership of the property listed in the Customer-Generator Facility’s Information section listed in Attachment A of the Interconnection Agreement, the original applicant shall provide the EDC with the appropriate contact information for the new owner of the property. Upon any subsequent transfer of ownership, the then current owner shall provide the EDC with the new owner’s information.

- 23) **Governing Law and Regulatory Authority.** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of New Jersey. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by duly constituted regulatory authorities having jurisdiction.

24) **Multiple Counterparts.** This Agreement may be executed in two counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Select Utility _____

BY: 

NAME: 0

TITLE: 1st

DATE: 180

Customer-Generator _____

BY: 

NAME: Clyde Brathwaite

TITLE: Sr. Dist. Mgr

DATE: 4/26/21



**ATTACHMENT A
DESCRIPTION OF FACILITY**

For a Level 2 or 3 Interconnection Agreement ¹
(Application & Conditional Agreement – to be filled out prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Benjamin Moore

Name

203 Kuller Rd WHSE

Street Address

(973) 491-5674

Phone (Daytime)

Phone (Evening)

Clifton

City

NJ

State

08810

ZIP

Brian.Shapiro@benjaminmoore.com

Email (required)

Facsimile

Project Contact Information: (if different from Customer-Generator above)

Prologis, Inc.

Company Name (if applicable)

805 Third Ave. 20th Floor

Mailing Street Address

888-225-0270

Phone (Daytime)

Phone (Evening)

George Blinick

Contact Person (if other than above)

New York

City

NY

State

10022

ZIP

interconnection@entersolar.com

Email (required)

Facsimile

CUSTOMER GENERATOR FACILITY INFORMATION

203 Kuller Rd WHSE

Street Address

New York

City

NY

State

07011

ZIP

Current Annual Energy Consumption

1,327,301

kWh

Est. Gross Annual Energy Production

1,198,821

kWh

Do you plan to export power?

Yes No

If Yes, Estimated Maximum:

720

kWAC

Energy Source:

- Solar
- Wind
- Nat Gas
- Hydro
- Biogas
- Diesel
- Other

Inverter Type:

- Grid Interactive
- Grid Interactive w/Standalone
- Grid Interactive w/Battery

SolarEdge

Inverter Manufacturer

720

Total Inverter Rating

kWAC

SE120KUS

Inverter(s) Model No(s).

6

No. of Inverters¹

kWAC

Inwood St

Nearest Crossing Street

42 005 340 02 9204917D

PSE&G Account #

Meter #

One-line Diagram Attached?

(Required)

Yes No

Site plan attached?

(Required)

Yes No

Estimated In-service Date

12/07/2021

IEEE1547/UL1741 Certification²

Yes No

864

AmpsAC

Ampere Rating

1 3

No. of Phases

480

VAC

Voltage Rating

962.8

kWDC

DC Source Rating

1,000

VDC

Nominal DC Voltage

99

%

Power Factor

building exterior, adjacent to the existing utility transformers

60

HZ

Location of Utility Access-
ible Disconnect or Lock Box

Frequency

1) Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.



PSEG

Energy Converter Type

- Water Turbine
- Wind turbine

- Photovoltaic Cell
- Fuel Cell

- Steam Turbine
- MHD

- Other

120 kW or kVA 6
 Generator Size No. of Generator Units
 Total Electrical Generation Capacity 720 kW or kVA

- Generator Type
- Induction
 - Inverter
 - Synchronous
 - Other

Electric Service Info. for Customer Facility Where Generator Will Be Interconnected

1200 Amps 480/277V Volts
 Capacity Voltage

750 kVA
 Transformer Size Impedance

- Type of Service
- Single Phase
 - Three Phase

- If Three Phase, Indicate Type:
- Primary Winding Wye Delta
- Secondary Winding Wye Delta

Intent of Generation

- Offset Load (Unit will operate in parallel, but will not export power to EDC)
- Net Meter (Unit will operate in parallel and will export power pursuant to New Jersey Net Metering or other filed tariff(s) **Purchased Electrical Power (PEP)**)
- Back-up Generation (Units that temporarily parallel for more than 100 milliseconds)
Note: Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.

Energy Production Equipment/Inverter Information

- Synchronous
- Induction
- Inverter
- Other _____

120 kW 120 kVA
 Rating Rating
480 Volts 144 Amps
 Rated Voltage Rated Current

System Type Tested (Total System): Yes No
 Attach product literature

For Synchronous Machines

Note: Contact EDC to determine if all the information requested in this section is required for the proposed Customer-Generator Facility.

Manufacturer Model No. Version No.

Submit Copies of the Saturation and Vee Curve
 Salient Non-Salient

_____ lb-ft
 Torque Rated RPM

Field Amps _____ at rated generator voltage and current and _____% PF over-excited

Type of Exciter Output Power of Exciter

_____ Amps _____ RPM
 Current Synchronous Speed

Type of Voltage Regulator (Locked Rotor)

Winding Connection Min. Operating Freq/Time

Generator Connection Delta Wye Wye Grounded

Direct-axis Synchronous Reactance (Xd) ohms Negative Sequence Reactance ohms

Direct-axis Transient Reactance (X'd) ohms Zero Sequence Reactance ohms

Direct-axis Sub-Transient Reactance (X''d) ohms Neutral Impedance or Grounding Resister (if any) ohms

For Induction Machine

Note: Contact EDC to determine if all the information requested in this section is required for the proposed Customer-Generator Facility.

<u>Manufacturer</u>	<u>Model No.</u>	<u>Version No.</u>	<u>Locked Rotor Current</u> <small>Amps</small>
<u>Rotor Reactance (Xr)</u> <small>ohms</small>	<u>Reactive Power Required</u>	<u>Rotor Resistance (Rr)</u> <small>ohms</small>	<u>Exciting Current</u> <small>Amps</small>
<u>Magnetizing Reactance (Xm)</u> <small>ohms</small>	<u>VARs No Load</u>	<u>Rotor Reactance (Xr)</u> <small>ohms</small>	<u>Reactive Power Required</u>
<u>Stator Resistance (Rs)</u> <small>ohms</small>	<u>VARs Full Load</u>	<u>Stator Reactance (Rs)</u> <small>ohms (X"d)</small>	<u>Short Circuit Reactance</u> <small>ohms</small>
<u>Phases</u>	<u>Single Phase</u> <u>Three Phase</u>	<u>Frame Size</u> <small>Temp</small>	<u>Design Letter</u> <small>°C</small> <u>Rise</u>

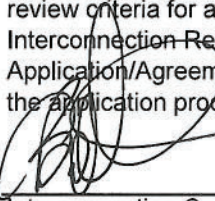
Additional Information for Inverter Based Facilities

Inverter Information			
SolarEdge	SE 120KUS		
<u>Manufacturer</u>	<u>Model</u>		
<u>Type:</u>	<u>Force Commutated</u> <u>Line Commutated</u>		
<u>120,000</u> <small>Watts</small>	<u>480</u> <small>Volts</small>	<u>98.5</u> %	<u>99</u> %
<u>Rated Output</u>	<u>Efficiency</u>	<u>Power Factor</u>	
<u>Inverter UL 1547 Listed:</u> <input checked="" type="radio"/> Yes <input type="radio"/> No			

DC Source/Prime Mover		
<u>0.400</u> <small>kW</small>	<u>0.400</u> <small>kVA</small>	<u>1500</u> <small>Volts</small>
<u>Rating</u>	<u>Rating</u>	<u>Rated Voltage</u>
<u>9.68</u> <small>Amps</small>		<u>10.33</u> <small>Amps</small>
<u>Rated Current</u>	<u>Short Circuit Current</u> <i>(if applicable)</i>	
Other Facility Information		
<u>One-line Diagram Attached?</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	
<u>Site plan attached?</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	

CUSTOMER-GENERATOR SIGNATURE

I hereby certify that: 1) I have read and understand the Terms and Conditions which are attached hereto by reference and are made a part of this Application/Agreement; 2) The Equipment Installation Contractor is acting on behalf of the Customer-Generator and the EDC (as defined) is authorized to act in reliance upon the Equipment Installation Contractor's relationship with the Customer-Generator; 3) The Applicant shall notify the EDC of any changes to the proposed Customer-Generator Facility that would be subject to the criteria for a Level 2 or 3 review (e.g., Equipment Installation Contractor, inverter manufacturer/model number, size, etc.); 4) Once an Interconnection Request is deemed complete, any modification to the proposed Customer-Generator Facility that would affect the application review criteria for a Level 2 or 3 review that is not agreed to in writing by the EDC, shall require submission of a new Interconnection Request; and 5) To the best of my knowledge, all of the information provided in this Interconnection Application/Agreement is true and I agree to abide by the attached Terms and Conditions for Interconnection, including the application process set forth therein.



 Interconnection Customer Signature
Clyde Braithwaite
 Printed Name

4/26/21
 Date
Sr. Dist Mgr.
 Title

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application Fee Included Amount: **\$1,012.80**

EDC Acknowledgement

Receipt of the application fee is acknowledged and the interconnection request is complete.

 EDC Signature

 Printed Name

 Date

 Title



**ATTACHMENT B
CERTIFICATE OF COMPLETION**

For a Level 2 or 3 Interconnection Agreement
Final Agreement - to be filled out after installation and before interconnection

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name _____ Contact Person (If different from Name) _____

Street Address _____ Mailing Street Address (if different from address) _____

City _____ State _____ ZIP _____ City _____ State _____ ZIP _____

Phone (Daytime) _____ Phone (Evening) _____ Email (required) _____ Facsimile _____

CUSTOMER GENERATOR FACILITY INFORMATION

Street Address _____ Nearest Crossing Street _____

City _____ State _____ ZIP _____ PSE&G Account # _____ Meter # _____

Energy Source: <input type="radio"/> Solar <input type="radio"/> Biogas <input type="radio"/> Wind <input type="radio"/> Diesel <input type="radio"/> Nat Gas <input type="radio"/> Other <input type="radio"/> Hydro	Inverter Type: <input type="radio"/> Grid Interactive <input type="radio"/> Grid Interactive w/Standalone <input type="radio"/> Grid Interactive w/Battery	_____ ^{kWAC} Inverter Manufacturer Inverter Rating
		_____ ^{kWAC} Inverter(s) Model No(s). No. of Inverters [†]

(Attach additional sheets as necessary in the event of multiple units of various types/sizes)

EQUIPMENT INSTALLATION CONTRACTOR Check if Owner Installed ()

Company Name if Applicable _____ Contact Person (If different from Name) _____

Mailing Street Address _____ Phone (Daytime) _____ Phone (Evening) _____

City _____ State _____ ZIP _____ Email (required) _____ Facsimile _____

The undersigned asserts that the Equipment has been installed in accordance with of the Interconnection Application as well as all applicable codes and regulations.

Signed _____ 05/20/2021
Date _____

Printed Name _____ Title _____



PSEG

ELECTRICAL CONTRACTOR (If Different from Equipment Installation Contractor)

Name

Contact Person (If different from Name)

Mailing Street Address

Phone (Daytime) Phone (Evening)

aperlman@prologis.com

City State ZIP

Email Facsimile

The undersigned asserts that the Equipment has been installed in accordance with of the Interconnection Application as well as all applicable codes and regulations.

Signed

Date

Printed Name

Title

ELECTRICAL INSPECTION¹

The system has been installed and inspected in compliance with the provisions of the NEC and other applicable codes and standards as well as the local Building/Electrical Code of:

(Appropriate Governmental Authority)

By:

Date

CUSTOMER-GENERATOR SIGNATURE²

The Customer-Generator Facility is complete and ready for interconnected operation in accordance with all of the provisions of the Interconnection Application/Agreement. The Customer-Generator acknowledges that it shall **not** operate the Facility until receipt of Final Acceptance (below), or as otherwise provided for by regulation.

Signed

Date

Printed Name

Title

Final Acceptance to Interconnect Customer-Generator Facility (for Use by EDC Only)

The requirements for interconnection are complete and interconnection of the Customer-Generator Facility is accepted upon signature and return of this Certificate of Completion or by notification by electronic mail or other acceptable means by the EDC.

Electric Distribution Company waives Witness Test? Yes No

If no, Successful Witness Test Date _____

Passed: _____ **(Initial)**

EDC Signature

Date

Printed Name

Title

1) Completion of local inspections may be designated on inspection forms used by local inspecting authorities.

2) As a condition of interconnected operation, you are required to send/fax/e-mail a completed signed copy of this Certificate of Completion to your EDC at the address in the Terms & Conditions for Interconnection.



FACILITY DESCRIPTION

Description of generating unit(s) (the Customer-Generator Facility) to be interconnected with the EDC:

a) Name of Customer-Generator's Facility:

Benjamin Moore

b) Location of Customer-Generator Facility:

203 Kuller Rd, Clifton, New Jersey, 08831

c) Size in megawatts of Customer-Generator Facility:

Maximum Facility Output of 0.72 MW

d) Description of the equipment configuration:

The customer-generator is a roof-mounted PV array. PV inverters will be mounted on the roof throughout the array and the solar generator disconnect switch will be on the building exterior outside the electrical room. The interconnection will tap on the line side of the over-current protection device, behind PSE&G meter 9204917D. See SLD for further details.



PSEG

**ATTACHMENT D
GENERATION AND
INTERCONNECTION ONE-LINE**

GENERATION AND INTERCONNECTION ONE-LINE DIAGRAM



DESCRIPTION OF INTERCONNECTION FACILITIES

1. Location of Point of Common Coupling:

The Point of Common Coupling (sometimes referred to as the "Interconnection Point") will be located at:
Behind the PSE&G meter, line side of overcurrent protection device, in the customer's equipment. See SLD for more details.

2. Projected Date Customer-Generator's Facility will connect to EDC's Electric System:

Energization Date: 12/07/2021
(Pre-Parallel Operational Testing and Inspection per Article 3.2)

In-service Date: 12/14/2021

3. Description of Point of Common Coupling:

In the existing customer equipment behind the PSE&G meter.

4. Interconnection Facilities Description and Requirements:

This site is a distribution warehouse. No further requirements.

5. Description of Metering Facilities:

Utility meter is located inside the electrical room at ground level.

6. Description of Telemetry Facilities:

N/A

7. Interconnection Protection Description and Requirements:

See attached inverter data sheets.

8. Milestones:



PSEG

**ATTACHMENT F
SPECIAL PROCEDURES FOR
PARALLEL OPERATION**

SPECIAL PROCEDURES FOR PARALLEL OPERATION

(special technical considerations for system protection, metering, data acquisition, etc)



**ATTACHMENT G
INTERCONNECTION FACILITIES COST
ESTIMATE**

INTERCONNECTION FACILITIES COST ESTIMATE

1. Interconnection Facilities Cost Estimate:

Construction Responsibility and Ownership of Interconnection Facilities

a. Customer Generator:

Customer-Generator shall construct and, unless otherwise indicated, shall own the following Interconnection Facilities:

b. EDC

2. Cost Breakdown:

	\$0 Direct Labor
	\$0 Direct Material
	\$0 Indirect Labor
	\$0 Indirect Material
<hr/>	
	\$0 Total

3. Security Amount Breakdown:

	\$0 Estimated Cost of Distribution Upgrades
plus	\$0 Estimated cost of the work on the required Interconnection Facilities
less	<hr/> \$0 Costs already paid by Customer-Generator
	\$0 Total Security Deposit Required

4. Estimated annual operation and maintenance expenses:

\$0



REV	DESCRIPTION	DATE

BENJAMIN MOORE -
PROLOGIS
203 KULLER RD
CLIFTON, NJ 07011

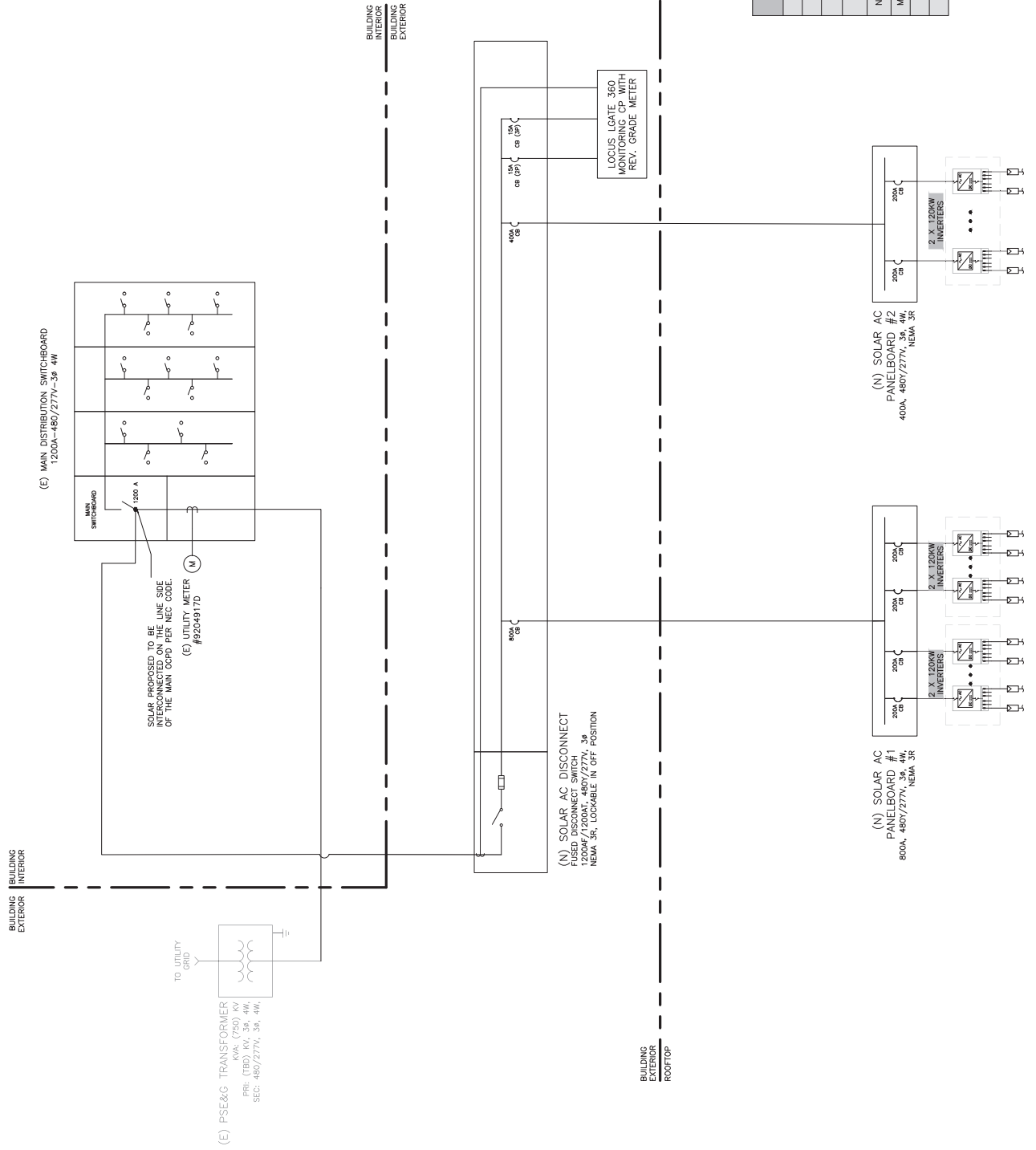
PROJECT NAME AND ADDRESS	
DRAWN BY	PL
CHECKED BY	
DATE	05/13/2021
SCALE	NONE
PROJECT NO.	
SHEET TITLE	ELECTRICAL SINGLE LINE
SHEET NO.	1 OF 1

E001.00

SYSTEM SUMMARY	
SYSTEM SIZE (KW-DC)	962.8
SYSTEM SIZE (KW-AC)	720.0
UTILITY	PSE&G
PV MODULE #1	JA400
MODULE #1 QUANTITY	2407
INVERTER #1	SE120KUS
INVERTER #1 QUANTITY	6

MODULE INFO	
MODULE MFG	JASOLAR
MODEL NUMBER	JAM72510-400
NO. OF CELLS	144 SERIES
MAX NOMINAL DC VOLTAGE RATING	1500 V
MAX POWER	400 W
OPEN CIRCUIT VOLTAGE (VOC)	49.58 V
SHORT CIRCUIT CURRENT (SC)	10.33 A

INVERTER INFO	
INVERTER MFG	SOLAERDE
MODEL NO.	SE120KUS
MAX NOMINAL DC VOLTAGE RATING	1000 V
MAX POWER (KW-AC)	120 KW
NOMINAL OUTPUT VOLTAGE (V)	480 V
MAX OUTPUT AC CURRENT (A)	144 A
FREQ. RANGE	59.3 - 60.5 HZ
CEC EFFICIENCY	98.5%





REV	DESCRIPTION	DATE

**BENJAMIN MOORE
(PROLOGIS) -
CLIFTON**
203 KULLER RD
CLIFTON, NJ 07011

DRAWN BY	SH	CHECKED BY	
DATE	05/13/2021	PROJECT NO.	
SCALE	0.001:400	SHEET NO.	1 OF 1
PROJECT NAME AND ADDRESS			
PRELIMINARY SITE PLAN			

G001.00

SYSTEM SUMMARY	
SYSTEM SIZE (KW-DC)	962.8
SYSTEM SIZE (KW-AC)	720
SYSTEM TYPE	BALLASTED ROOF MOUNT
SYSTEM TILT (°)	10
SYSTEM AZIMUTH (°)	173.6
MODULE POWER (W)	400
MODULE QUANTITY	2407

NOTES:

- THIS IS A CONCEPTUAL DESIGN NOT TO BE USED FOR CONSTRUCTION. EQUIPMENT LOCATIONS AND OTHER PROJECT DETAILS ARE SUBJECT TO CHANGE UPON FURTHER DUE DILIGENCE.



System output may range from 1,153,146 to 1,255,765 kWh per year near this location.

Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open track) PV system at this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	2.54	62,797	4,634
February	3.38	74,060	5,466
March	4.19	99,800	7,365
April	5.60	124,749	9,206
May	5.88	133,490	9,852
June	6.28	134,126	9,898
July	6.54	143,049	10,557
August	5.90	128,878	9,511
September	4.87	105,591	7,793
October	3.51	81,445	6,011
November	2.66	60,805	4,487
December	2.05	50,032	3,692

Annual	4.45	1,198,822	\$ 88,472
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Location and Station Identification

Requested Location	203 Kuller Rd, Clifton, New Jersey
Weather Data Source	Lat, Lon: 40.89, -74.18 0.8 mi
Latitude	40.89° N
Longitude	74.18° W

PV System Specifications (Commercial)

DC System Size	962.8 kW
Module Type	Premium
Array Type	Fixed (roof mount)
Array Tilt	10°
Array Azimuth	173.55229°
System Losses	15.45%
Inverter Efficiency	98.5%
DC to AC Size Ratio	1.34

Economics

Average Retail Electricity Rate	0.074 \$/kWh
---------------------------------	--------------

Performance Metrics

Capacity Factor	14.2%
-----------------	-------

Three Phase Inverter with Synergy Technology for the 277/480V Grid for North America

SE66.6KUS / SE80KUS / SE100KUS / SE120KUS



Specifically designed to work with power optimizers

- / Easy 2-person installation – modular design for simple connection of small and lightweight units
- / Balance of System and labor reduction compared to using string inverters
- / Independent operation of each unit enables higher uptime and easy serviceability
- / Integrated PID rectifier to mitigate module PID effect
- / No wasted ground area: wall/rail mounted or horizontally mounted under the modules (10° inclination)
- / Integrated arc fault protection and optional rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- / Built-in module-level monitoring with Ethernet or cellular GSM for full system visibility
- / Fixed voltage inverter for superior efficiency (98.5%) and longer strings
- / Integrated DC Safety Switch
- / Built-in (optional) DC, AC and RS485 Surge Protection, to better withstand lightning events

/ Three Phase Inverter with Synergy Technology for the 277/480V Grid for North America

SE66.6KUS / SE80KUS / SE100KUS / SE120KUS

	SE66.6KUS	SE80KUS	SE100KUS	SE120KUS	
Applicable to inverter with part number	SExK-USxxlxxxx				
OUTPUT					
Rated AC Power Output	66600	80000	100000	120000	W
Maximum AC Power Output	66600	80000	100000	120000	VA
AC Output Line Connections	3W/PE, 4W/PE				
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-N)	244 - 277 - 305				
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-L)	422.5 - 480 - 529				
AC Frequency Min-Nom-Max ⁽¹⁾	59.3 - 60 - 60.5				
Maximum Continuous Output Current (per Phase, PF=1)	80	96	120	144	A
GFDI Threshold	1				
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes				
Total Harmonic Distortion	≤ 3				
INPUT					
Maximum DC Power (Module STC), Inverter / Unit	100000 / 50000	120000 / 60000	150000 / 50000	180000 / 60000	W
Transformer-less, Ungrounded	Yes				
Maximum Input Voltage DC to Gnd	1000				
Maximum Input Voltage DC+ to DC-	1000				
Nominal Input Voltage DC+ to DC-	850				
Maximum Input Current	80	96	120	144	Adc
Reverse-Polarity Protection	Yes				
Ground-Fault Isolation Detection	150kΩ Sensitivity per Unit				
CEC Weighted Efficiency	98.5				
Nighttime Power Consumption	< 12				
ADDITIONAL FEATURES					
Supported Communication Interfaces	2 x RS485, Ethernet, WiFi, Cellular (optional)				
Rapid Shutdown	NEC2014 and NEC2017 compliant/certified (optional)				
PID Rectifier	Night-time				
RS485 Surge Protection	Supplied with the inverter				
DC SAFETY SWITCH					
DC Disconnect	1000V / 2 x 40A	1000V / 2 x 48A	1000V / 3 x 40A	1000V / 3 x 48A	
STANDARD COMPLIANCE					
Safety	UL1699B, CSA C22.2#107.1, IEEE1547, Canadian AFCI according to T.I.L. M-07				
Grid Connection Standards	IEEE 1547, Rule 21, Rule 14 (HI)				
Emissions	FCC part15 class B				
INSTALLATION SPECIFICATIONS					
Number of Units	2		3		
AC Conduit Size	2 ½				
Max Wire Gauge Line / PE	4/0 /4				
DC Conduit Size	1 ¾				
DC Wire Gauge (Model Dependent)	8-14; 2-4				
Number of DC Inputs Pairs, Inverter / Unit	Up to 8 / Up to 4		Up to 12 / Up to 4		
Dimensions (H x W x D)	Synergy Unit: 21.7 x 12.5 x 10.8 / 550 x 317 x 273; Synergy Manager: 14.7 x 22 x 11.6 / 360 x 560 x 295				
Weight	Synergy Unit: 74 / 33.5; Synergy Manager: 35.3 / 16				
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽²⁾				
Cooling	Fan (user replaceable)				
Noise	< 60				
Protection Rating	NEMA 3R				
Mounting	Bracket provided				

⁽¹⁾ For other regional settings please contact SolarEdge support

⁽²⁾ De-rating from 50°C

* The specifications included in this document are preliminary and subject to change without notice

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Exhibit “D”

ATTACHMENT 4B

PSEG PERMISSION TO OPERATE Benjamin Moore EFFECTIVE December 9 2022 DWMS 500878283

CI NET METER <CINETMETER@pseg.com>

Tue 12/13/2022 1:10 PM

To: Interconnection (OES) <interconnection@powerflex.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



December 13, 2022

**Benjamin Moore
203 KULLER RD
CLIFTON CITY NJ 07011**

Dear Applicant: 500878283

PSE&G installed a new net meter at the above-named address and has granted permission to operate the customer-generator's solar facility effective **12/09/2022**. This notification is given in accordance with Title 14, Chapter 8, and Subchapter 5 of the New Jersey Administrative Code.

PSE&G does not assume any responsibility or liability for damage to property or physical injury to persons. Any review made by PSE&G of the customer's plans and/or specifications, any examination made by PSE&G of the actual design, construction and/or installation of the customer's equipment, and/or any determination made by PSE&G in connection with any such review or examination will be solely for the purpose of permitting PSE&G, consistent with its statutory, regulatory and contractual obligations to its customers, to:

- a) determine whether the design, construction and installation of such facilities is compatible with the PSE&G system; and
- b) ensure that the provision of service to the customer, based on the expected use of the service, will not adversely affect the integrity, reliability or safe operation of the PSE&G system.

PSE&G's review or examination, and any determination made in connection therewith, is not intended to be, nor will same be made by PSE&G for the purpose of, nor should same be interpreted, construed and/or relied upon by the customer, or any other person or entity, as an endorsement, approval, confirmation and/or warranty of or by PSE&G relative to any aspect of the design, construction or installation of the customer's facilities, their safety, reliability, economic and/or technical feasibility, performance and/or operational capability and/or the suitability of same for their intended purpose(s). The customer shall not represent to any third-party that PSE&G's review was undertaken for any reason other than the reasons expressly stated in the publication "Information and Requirements for Electric Service", issued by PSE&G and available on request.

Public Service Electric & Gas Company

The information contained in this e-mail, including any attachment(s), is intended solely for use by the named addressee(s). If you are not the intended recipient, or a person designated as responsible for delivering such messages to the intended recipient, you are not authorized to disclose, copy, distribute or retain this message, in whole or in part, without written authorization from PSEG. This e-mail may contain proprietary, confidential or privileged information. If you have received this message in error, please notify the sender immediately. This notice is included in all e-mail messages leaving PSEG. Thank you for your cooperation.

Exhibit “D”

ATTACHMENT 5



Transition Incentive Program (TI) 2020 Certification Form

A: Premise Contact and System Location (Where will the system be installed?)

Company Name (if applicable): Prologis, Inc.
First Name: Emily Last Name: Probst
Installation Address: 203 Kuller Rd Whse
City: Clifton State: NJ Zip Code: 07015
Email: GlobalEnergyOps@prologis.com

B: Primary Contact (TREC Owner) (Who will be issued the NJ Certification Number?) FILL OUT IF DIFFERENT PERSON THAN ABOVE

Company Name: ESNJ-PLD-CLIFTON1, LLC Contact Person: Emily Probst
Address: 1800 Wazee Street, Suite 500
City: Denver State: CO Zip Code: 80202
Email: GlobalEnergyOps@prologis.com

C: Solar Installer/ Developer


Company Name: PowerFlex Solar, LLC (FKA EnterSolar, LLC) Contact Person: Alexandra Wineholt
Address: 805 Third Avenue, 20th Floor
City: New York State: NY Zip Code: 10022
Email: incentive@powerflex.com

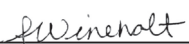
D: Certification and Signatures

The undersigned warrants, certifies, and represents that 1) the information provided in this form is true and correct to the best of his or her knowledge; 2) for all behind-the-meter systems, the annual output of the above described generating system will not exceed 100% of the host's historic annual electrical usage; 3) the Installer/Developer will provide manuals related to the system operation and maintenance to the Premise Contact; 4) the system proposed will be constructed, installed and operated in accordance with all Board rules and applicable laws, and all NJBPU policies and procedures for the TI program; 5) the Premise Contact is the Customer of Record for the Utility Account; 6) the Premise Contact gives permission to the TI Processing Team, if necessary, to review their electric account information, both prior to installation and subsequent to installation; and 7) all signing parties realize that certain information in this application may be subject to the Open Public Records Act (OPRA). 8) the Installer/Developer has reviewed and explained the system technical specifications to the Premise and Primary contact. 9) the information submitted with this application is accurate, and the system installation will follow the instructions detailed on the TI Solar Technical Instructions page.

I agree that this document and all notices and disclosures made or given relating to this document may be created, executed, delivered and retained electronically and that the electronic signatures appearing on this document and any related documents shall have the same legal effect for all purposes as a handwritten signature.

The information, statements, and documents I have provided in and with this document are true and accurate to the best of my knowledge. I am aware that if any of them are willfully false, I am subject to punishment.

Primary Contact (TREC Owner)
Signature: 
Print Name: Emily Probst
Date: 12/15/2022

Solar Installer/Developer
Signature: 
Print Name: Alexandra Wineholt
Date: 12/15/2022


Premise Contact
(If different from Primary Contact)
Signature: 
Print Name: Emily Probst
Date: 12/15/2022

Exhibit “D”

ATTACHMENT 6

NEW JERSEY SOLAR PPA DISCLOSURE STATEMENT

THIS STATEMENT IS NOT YOUR CONTRACT

This statement is designed to help you understand the terms and cost of your solar Power Purchase Agreement (PPA).

YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER FROM A SOLAR SYSTEM. YOU WILL NOT OWN THE SOLAR SYSTEM INSTALLED ON YOUR PROPERTY. YOU CANNOT CLAIM THE FEDERAL INVESTMENT TAX CREDIT OR ANY OTHER SIMILAR GOVERNMENTAL INCENTIVES, INCLUDING, BUT NOT LIMITED TO TRANSITION RENEWABLE ENERGY CERTIFICATES (TREC)s, OR OTHER SOLAR INCENTIVES THAT MAY BECOME AVAILABLE.

POWER PROVIDER: Company: ESNJ-PLD-CLIFTON1, LLC Address: 1800 Wazee St, Suite 500 Denver, CO 80202 Tel.: License # (if applicable): Email: GlobalEnergyOps@prologis.com	INSTALLER: Company: PowerFlex Solar, LLC (FKA EnterSolar, LLC) Address: 805 3rd Ave, 20th FL New York, NY 10022 Tel.: 888-225-0270 License #: Email: incentive@powerflex.com	WARRANTY/MAINTENANCE PROVIDER: Company: MaxSolar, LLC Address: 450 Raritan Center Parkway Suite E Edison, NJ, 08837 844-629-7657 Tel.: License # (If applicable): Email: info@max-solar.com
---	--	---

CUSTOMER ("You"):	42 005 340 02
Customer ID:	
System Installation Address:	203 Kuller Rd Whse, Clifton City, NJ 07015
Customer Mailing Address:	1800 Wazee Street, Suite 500, Denver, Colorado, 80202
Email:	GlobalEnergyOps@prologis.com

Amount & Term (A)	Amount Due Up-Front (B)	Total Estimated PPA Payments (C)	Other Possible Charges (D)
Your rate per kilowatt-hour (kWh) for the power produced: \$ <u>0.05</u> Your estimated first year production: <u>1,199,666</u> kWh The length of your PPA: <input checked="" type="checkbox"/> <u>15</u> Years <input type="checkbox"/> _____ Months Incentives included in your rate per kilowatt-hour (kWh) for the power produced: <input type="checkbox"/> None <input checked="" type="checkbox"/> TREC <u>federal ITC</u> *NOTE: Your monthly payments will be the amount of power produced times the rate per kWh above. See Box G "Payment Escalator" for factors that may affect the amount of your rate per kWh and therefore your future monthly payments.	1. Amount you owe Provider at PPA signing: \$ <u>0</u> 2. Amount you owe Provider at completion of installation: \$ <u>0</u> 3. Amount of any incentives Provider owes you at completion of installation: \$ <u>0</u> The total net up-front payments <input checked="" type="checkbox"/> You owe Provider (#1 + #2 - #3): \$ <u>0</u> <input type="checkbox"/> Provider owes you (#3 - (#2 + #1)): \$ _____	Total of all your monthly payments and estimated taxes over the course of the PPA: 1. Your estimated total PPA payments excluding taxes are \$ <u>999,933</u> 2. Your estimated total tax payments are \$ <u>0</u> based on estimated average monthly tax payment of \$ <u>0</u> 3. The total of the monthly payments you will make over the course of the PPA (#1 + #2) are \$ <u>999,933</u>	Other charges you may have to pay under the PPA: Late Charge: If a payment is more than <u>10</u> days late, you will be charged \$ <u>10%</u> of delinquent sum System Removal (for Roof Repair) Fee: \$ <u>0</u> Non-Connection to Internet: If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ <u>0</u> Automatic Bank Withdrawals (ACH): <input type="checkbox"/> \$ _____ per month fee for not paying your PPA using automatic bank withdrawals <input type="checkbox"/> \$ _____ per month discount if you pay your PPA using automatic bank withdrawals

Number of PPA Payments (E)	When Payments Are Due (F)	PPA Payment Escalator (G)
<p>You will make <u>18</u> PPA payments</p>	<p>The first payment on your solar PPA is due on the <u>1st</u> day of the first calendar month after the solar system is connected.</p> <p>Provider will provide you with:</p> <p><input checked="" type="checkbox"/> Electronic Invoices (sent to your email address above)</p> <p><input type="checkbox"/> Paper Invoices (sent to your U.S. mail address above)</p>	<p>The amount of your solar PPA payment will increase:</p> <p><input type="checkbox"/> Never</p> <p><input checked="" type="checkbox"/> Annually</p> <p><input type="checkbox"/> Other _____</p> <p><input checked="" type="checkbox"/> Your solar PPA payment amount will increase by the following amount each time it increases: <u>2</u>%</p> <p>The first increase will occur in <u>January</u>, 2022.</p> <p>The maximum monthly PPA Payment during the initial term of the PPA is \$ <u>6,149</u></p>

Site & Design Assumptions for the Solar System (H)

- Estimated gross annual electricity production in kilowatt-hours (kWh) from the PPA: 1,199,666
- Estimated annual system production decrease due to aging of system: 0.5 %
- System location: 203 Kuller Rd Whse, Clifton City, NJ 07015
- Connectivity: The solar system **WILL** **WILL NOT** be connected to the electric grid.
- Net metering: At the time of installation, the system **WILL** **WILL NOT** be net metered. Net metering rules are set by the NJBPU unless you reside in area served by a municipal electric utility. Any benefits of net metering (credits against your bill from your EDC/TPS) accrue to you unless specified here: _____

Security Filings (I)

Provider **WILL** **WILL NOT** take a security interest in your real property by terms of the PPA (i.e., a lien or mortgage on your home)

Provider **WILL** **WILL NOT** file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system but not placing a lien or mortgage on your home)

Repair & Maintenance (J)

System maintenance **IS** **IS NOT** included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer).

System repairs **ARE** **ARE NOT** included for the term of the PPA from Provider or a third party (such as an installer or equipment manufacturer).

You at your own cost are required to perform the following maintenance and/or repairs on the system:

If the system has to be removed to allow for roof repairs or home remodeling, which is probable if your roof warranty will expire before this PPA expires, the cost and other terms and conditions of such removal are set forth at Section(s) 5.2 of the PPA.

Roof Warranty & Repair (K)

Your roof **IS** **IS NOT** warranted against leaks from the system installation for 2 years.

Your roof **IS** **IS NOT** warranted against leaks caused by Provider's removal of the system for a period of 2 years following system removal. Any portions of your roof impacted by the system **WILL** **WILL NOT** be substantially returned to their original condition following the removal of the system (ordinary wear and tear excepted).

Many roofs may need to be repaired or replaced during the term of a solar PPA in a manner that requires the solar system be removed. If the system must be removed, there **WILL** **WILL NOT** a fee. If there WILL be a fee it will be \$ _____ as set forth in Section D above. The terms and conditions governing such removal are set forth at Section(s) 5.2 of the PPA.

Transferring Your PPA, Selling Your Home, Moving Your System (L)

If you sell your home, you MAY MAY NOT transfer this solar PPA to the purchaser(s) of your home.

If you MAY transfer the PPA, the transfer will be subject to the following conditions:

- Credit check on the purchaser(s)
- Minimum FICO score requirement: _____
- Transfer, audit, or similar fee in the amount of \$ _____
- Assumption of PPA by purchaser(s) of your home
- Other _____

If your purchaser(s) do not agree to a transfer of the PPA, you may be required to terminate the PPA at the time of your sale by paying some or all of the remaining payments due on the PPA.

If this box is checked you also have the right to purchase the system or to terminate the PPA by paying some or all of the remaining payments due on the PPA, all as described in more detail in Section(s) _____ of the PPA.

You MAY MAY NOT move your system to a new home.

Transfer of Obligations by Provider (M)

Without your consent, the PPA may be assigned, sold or transferred by Provider to a third-party that will be bound to all the terms of the PPA.

Performance or Production Guarantee (N)

Provider is providing you with a:

- Performance guarantee
- System production guarantee
- No guarantee of performance or system production

Underproduction or underperformance on the guarantee will be remedied as follows: payment of "Production Shortfall" x "Energy Price"

Taxes (O)

Solar energy systems, if certified by a local enforcing agency as a renewable energy system, may be exempt from property taxation in New Jersey. Consult a tax professional if you have any questions or concerns about the effect of this PPA on your taxes.

Utility and Electricity Usage/Savings Assumptions (P)

You HAVE HAVE NOT been provided by the Provider with a savings estimate based on your solar PPA.

If provided, the savings estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

The savings estimate assumes the following:

- Years of electricity production from your PPA: _____
- A current estimated **utility electricity rate** of _____ [cost per kilowatt-hour] during the first PPA year with estimated increases of _____ percent annually. Provider based this estimate on the following source(s): First PPA year: _____; Subsequent PPA years: _____
- An estimated **solar electricity rate** from your PPA of _____ [cost per kilowatt-hour] during the first PPA year with estimated increases of _____ percent annually.

You may find it useful to know that for the 15-year period ending in 2018 average electricity prices in New Jersey increased by an average of 2.36% per year and that for the 5-year period also ending in 2018 they decreased by an average of -0.68% per year. It is important to understand that projected or estimated electricity rates are estimates only and that your actual current and future utility rates and utility rate increases/decreases may vary from the above or any other estimate.

Provider IS IS NOT guaranteeing these savings. If Provider is guaranteeing savings, underperformance will be compensated as follows:

Transition Renewable Energy Certificates (TREC)s or Other Solar Incentives (Q)

Any transition renewable energy certificates or credits (TREC)s or other solar incentives that may become available from producing renewable solar energy with the solar system WILL WILL NOT be owned by the Provider. If you will not own the TREC)s or other solar incentives, Provider may sell the TREC)s or other solar incentives to a third party who may claim clean, green or renewable energy based on its purchase of TREC)s or other solar incentives from the system.

PPA Expiration (R)

The effects of the expiration of the PPA, including but not limited to transfer terms and potential costs to you are described in detail in Section(s) 2.1 of the PPA.

Additional Disclosures (S)

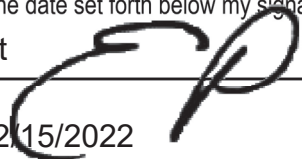
Cooling Off Period/ Right to Cancel (T)

In addition to any rights you have under state or local law, you **WILL HAVE** the right to terminate the PPA without penalty within 0 business days of your execution of it by notifying Provider as set forth in Section(s) 2.2 of the PPA.

Signatures (U)

I certify that on behalf of Provider I provided this Statement to the Customer on the date set forth below my signature.

Emily Probst
Name: _____
Date Provided: 12/15/2022



I the Customer hereby acknowledge receipt of this Statement on the date set forth below my signature.

Emily Probst
Name: _____
Date Provided: 12/15/2022



Exhibit “D”

ATTACHMENT 7

Prologis - Benjamin Moore

Site | Not in Service

- Site(s) and Hardware**
- Prologis - Benjamin Moore
 - Inverters (6)
 - inverter-1
 - inverter-2
 - inverter-3
 - inverter-4
 - inverter-5
 - inverter-6
 - Production meter (1)
 - Elkor Production Meter
 - Consumption meter (1)
 - Weather station (4)
 - Data capture (1)

- Built-in**
- Inverter
 - Production
 - Financial View
 - Site Aggregate
 - Summary
 - Admin
 - Alert

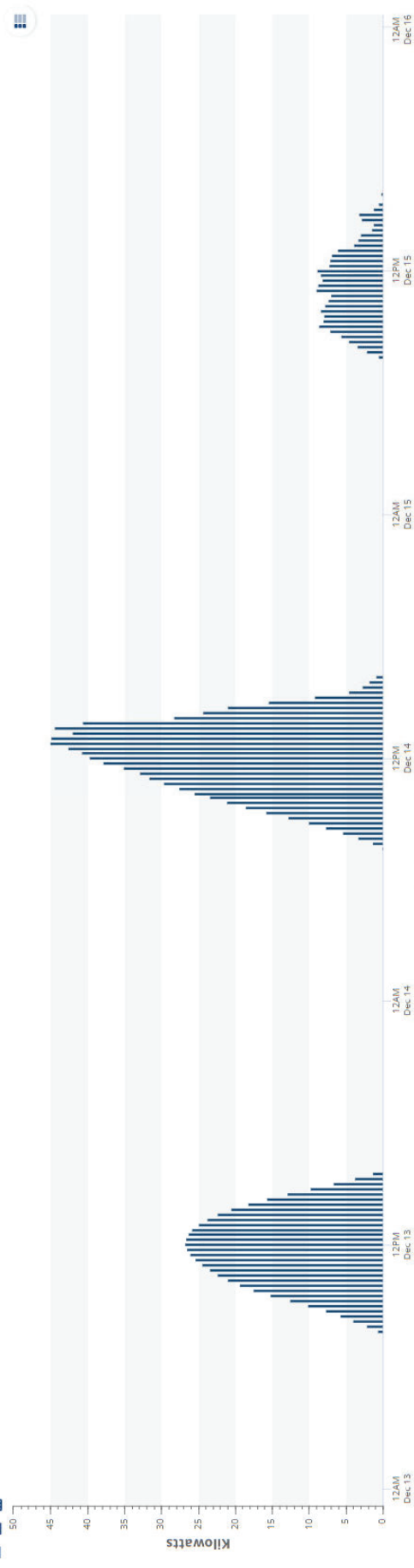
- Custom**
- Inverter Availability
 - Production Meter
 - Yield

- Advanced**
- Cumulative Energy
 - Energy Availability
 - Energy Production Comparison
 - Maximum power output
 - Meter Yield
 - Peak daily power
 - Production Meter Phases

- PVG: Flat rate without registering power measurement
- PVG: Last Measured Value Method (BnetzA - Germany)
- PVG: Reference Inverter
- Received & Delivered
- SREC Report Query
- Synthesized Power

Annual degrade: Annual compound percentage Show estimates Show inverters Use gross register

Day 3 Day Week Month Year Lifetime Dec 13, 2022 - Dec 15, 2022 RAW 1 MIN 5 MIN 15 MIN 1 HOUR 1 DAY



ae PowerTrack

ben X | Name

All Recent Favorites

Current: Prologis - Benjamin Moore ☆

- > Big Bend - 100 Campanelli Pa...
- > Big Bend - 12 Campanelli Pa...
- > Big Bend - 202 S Washington
- > Big Bend - 35 Otis (Nautilus - ...
- > Prologis - Benjamin Moore ☆

powerflex

Exhibit “E”

RE: [EXTERNAL] Fw: NJ TI APPLICATION EXPIRED - FINAL NOTICE

NJCEPREInfo <NJCEPREInfo@trccompanies.com>

Tue 1/3/2023 7:49 AM

To: Incentive (OES) <incentive@powerflex.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Unfortunately, we can not reactivate your project. Our system does not show that you attempted to submit the finals prior to the 12/29/22 expiration date which is why our system automatically expired your project the following day.

You can try to file an appeal or petition the board to have this reactivated.

Regards,

SREC Registration Program
www.njcleanenergy.com
1 (866) NJ-SMART

317 George Street, Suite 520, New Brunswick, NJ 08901

[LinkedIn](#) | [Twitter](#) | [Blog](#) | TRCcompanies.com

From: Incentive (OES) <incentive@powerflex.com>
Sent: Saturday, December 31, 2022 1:10 PM
To: NJCEPREInfo <NJCEPREInfo@trccompanies.com>
Subject: [EXTERNAL] Fw: NJ TI APPLICATION EXPIRED - FINAL NOTICE

This is an **EXTERNAL** email. Do not click links or open attachments unless you validate the sender and know the content is safe.

ALWAYS hover over the link to preview the actual URL/site and confirm its legitimacy.

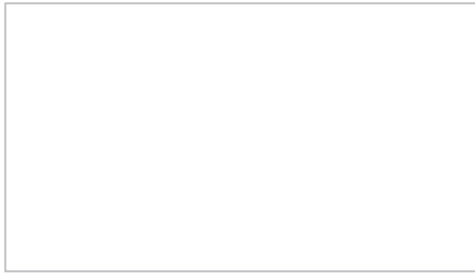
Hello,

I was also locked out of this application. All documents are ready. Here is the PTO letter dated 12/13/2022 as proof.

From: donotreply@programprocessing.com <donotreply@programprocessing.com>
Sent: Friday, December 30, 2022 10:27 PM
To: Incentive (OES) <incentive@powerflex.com>
Subject: NJ TI APPLICATION EXPIRED - FINAL NOTICE

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you

recognize the sender and know the content is safe.



Dec-30 2022

Application Number: NJSTRE1547187150

NOTICE: TI Application Expired

Peyton Boswell
ESNJ-PLD-CLIFTON1, LLC
805 Third Avenue
20th Floor
New York, NY 10022

Dear Peyton Boswell:

Your solar application NJSTRE1547187150 in the **Transition Incentive Program (TI)** has expired. An acceptance letter for a 962.8000 kW, Solar Electric System was issued on 06/29/2021. A complete Final As-Built packet is required to be submitted on or before the expiration date of 12/29/2022. We have made multiple attempts to notify you of the approaching expiration date for this application. We are taking this action since we have not received the completed Final As-Built packet within the required commitment timeframe.

Please reach out to your solar installer to determine the reason the final documents were never submitted in the TI online portal.

Your TI applications will now be deactivated in our system.

You may be eligible to participate in the Administratively Determined Incentive (ADI) Program. You can find more information on the ADI Program at njcleanenergy.com

If you have any questions, please contact us at njreinfo@njcleanenergy.com.

Sincerely,

Transition Incentive Program
New Jersey Clean Energy™
c/o TRC
317 George Street, Suite #520
New Brunswick, NJ 08901

Cc:
Alex Perlman
Steve Burns