

Section B: Com	Section B: Community Solar Energy Project Description			
	Project Name: *This name will be used to reference the project in correspondence with the Applicant.			
		••		
I. Applicant Co	ntact Information			
	pany/Entity Name:			
		ame:		
Municipality: _	County:	Zip Code:		
Applicant is:	☐ Property/Site Owner	☐ Community Solar Developer/Facility Installer ☐ Subscriber Organization ented)		
II. Community	Solar Project Owner			
(*)	Novy love	avila (
Project Owner	Company/Entity Name (complete if kno	wn):		
First Name:	Last N	ame:		
Daytime Phone	e:Email:	Henergu		
Mailing Addres	SS:	1110110199		
Municipality: _	County:	Zip Code:		
	njeleune			
III. Community	Solar Developer			
This section, "Community Solar Developer," is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. In all other cases, this section is required.				
Developer Con	npany Name (optional, complete if appli	cable):		
		ame:		
Municipality: _	County:	Zip Code:		
	community solar project will be primaril	y built by:		



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

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

EPC Company Name (optional	, complete if applicable):	
First Name:	Last Name:	
Daytime Phone:	Email:	
Mailing Address:		
		Zip Code:
IV. Property/Site Owner Inform	mation	
Property Owner Company/En	tity Name:	
		× 3.17./
		Zip Code:
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V. Community Solar Subscribe	er Organization (optional, comple	ete if known)
If this section "Community S	Solar Subscriber Organization "	is left blank and the proposed project is
	-	ar Energy Pilot Program, the Applicant must
4011	nation below once the Subscriber	
,		<i>g</i>
Subscriber Organization Comp	pany/Entity Name (optional, com	nplete if applicable):
		Zip Code:
,	,	
VI. Proposed Community Sola	r Facility Characteristics	
Community Solar Facility Size	(as denominated on the PV pane	els): MWdc
*Any application for a system	larger than 5 MWdc will be aut	comatically eliminated. If awarded, projects
will be held to the MWdc size indicated in this Application.		
Community Solar Facility Loca	tion (Address):	
	County:	
Name of Property (antional of		



Proper	ty Block and Lot Number(s):		
Comm	unity Solar Site Coordinates:	Longitude	Latitude
Total A	creage of Property Block and Lots: _	acres	
Total A	creage of Community Solar Facility:	acres	
located reques	a delineated map of the portion of in PDF format. The map must be to submit a copy of the delineated less (.shp), in order to facilitate integrals.	provided in color. Note: Apped map as a design plan in dr	olications may be required upon awing file format (.dwg) or as a
EDC ele	ectric service territory in which the p	proposed community solar fac	ility is located: (select one)
	☐ Atlantic City Electric	☐ Jersey Centra	al Power & Light
	☐ Public Service Electric &	k Gas ☐ Rockland Ele	ctric Co.
faith es purpos *Projec up to a must b change The pro	ted time from Application selection stimate of the date of project completes only.): (month) to completion is defined pursuant to including having subscribers receive fully operational within 12 monto according to the proposed rule amproved community solar facility is an If "Yes," the Application will not provisions for projects having receiprior to February 19, 2019. *An existing project is defined in and/or been approved by the Boa 19, 2019.	etion; however, this data is be you go the definition at N.J.A.C. 14 ceive bill credits for their substants of receiving conditional appendment described in the Term existing project*	ing collected for informational :8-9.3 as being fully operational, scription to the project. Projects oproval by the Board (subject to ms and Conditions). ———————————————————————————————————
VII. Co	mmunity Solar Facility Siting		
1.	The proposed community solar proof of site control of "Yes," attach proof of site control of "No," the Application will be deer *Site control is defined as propert lease, or signed contract for use community solar site. The site control be contingent on the approval	ol. The med incomplete. The or option to pure as a community solar site or the properties.	chase, signed lease or option to option to contract for use as a pject in this Application, and may



2.	The proposed community solar facility is located, in part or in whole, on preserved farmland*□ Yes □ No
	If "Yes," the Application will not be considered by the Board. *Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.
3.	The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP)
	*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State
	with "Green Acres funding" (as defined at N.J.A.C. 7:36).
4.	The proposed community solar facility is located, in part or in whole, on (check all that apply): a landfill (see question 7 below) a brownfield (see question 8 below) argy.com an area of historic fill (see question 9 below) a rooftop (see question 10 below) a canopy over a parking lot or parking deck a canopy over another type of impervious surface (e.g. walkway) a water reservoir or other water body ("floating solar") (see question 11 below) a former sand or gravel pit or former mine farmland* (see definition below) other (see question 5 below):
	*Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of

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

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



6.	The proposed community solar facility is located, in part or in whole, on land located in: the New Jersey Highlands Planning Area or Preservation Area the New Jersey Pinelands If the project is a ground mounted project (i.e. not rooftop or canopy), and answered "Yes" to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.
7.	If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm :
8.	If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property?
9.	If the proposed community solar facility is located, in part or in whole, on an area of historic fill, have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented?
10.	If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? \square Yes \square No If "Yes," attach substantiating evidence. If "No," the application will not be considered by the Board.
11.	If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body ("floating solar"), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?



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

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

12.	The proposed community solar facility is located on the property of an affordable housing building or complex \square Yes \square No
13.	The proposed community solar facility is located on an area designated in need of redevelopment
	If "Yes," attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.
14.	The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs ("DCA")
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15.	The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity
	facility. njcleanenergy.com program TM
16.	The proposed community solar facility is located, in part or in whole, on land that includes trees \square Yes \square No
	Construction of the proposed community solar facility will require cutting down one or more trees
	If "Yes," estimated number of trees required to be cut for construction:
	If "Yes," estimated number of acres of trees that required to be cut for construction:
17.	Are there any use restrictions at the site? \square Yes \square No
	If "Yes," explain the use restriction below and provide documentation that the proposed
	community solar project is not prohibited.



	/ill the use restriction(s) be required to be modified by variance or other means $\widehat{\cdot}$
	"Yes," explain the modification below.
18.	he proposed community solar facility has been specifically designed or planned to preserve or nhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This
	epresents site improvements beyond required basic site improvements \Box Yes \Box No "Yes," explain below, and provide any substantiating documentation in an attachment. Explair
	ow the proposed site enhancements will be made and maintained for the life of the project. If
	nplementing pollination support, explain what type of pollination support, how this support is
	xpected to help local ecosystems, and whether the proposed pollination support has received
	ertifications or other verification.
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19.	his question is for informational purposes only, and will not impact the Application's score. The
	oard is interested in learning more about ways in which "dual use" projects may be implemented
	the Pilot Program:
	he proposed community solar facility is a "dual use" project: i.e. the project site will remain in
	ctive agricultural production throughout the life of the project (e.g. crop production under or
	etween the panels, livestock grazing)
	"Yes," explain what agricultural production will be maintained on the site and will be consistent
	with the presence of a solar system. Provide any substantiating documentation in an attachment



VIII. Permits

1.	attachment to this Application
	If "No," the Application will be deemed incomplete. This requirement only applies to ground
	mounted and floating solar projects. Community solar projects located on a rooftop, parking lot,
	or parking structure are exempt from this requirement.
	*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to
	submitting an Application to the Board, except in the case of floating solar projects.
2.	The Applicant has met with NJDEP's OPPN □ Yes □ No
	If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.
	* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this
	project as part of the Program Year 1 Application process, and if the details of the project and the
	site characteristics have remained the same, those comments remain valid. Please include those
	comments or meeting notes as an attachment to the Application.
	*A meeting with NJDEP's OPPN is <u>not required</u> prior to submitting an Application. Exception: all
	floating solar projects are required to meet with NJDEP's OPPN prior to submitting an
	Application. Applicants with a floating solar project are responsible for contacting NJDEP with
	sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an
	Application.
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3.	The Applicant has received all non-ministerial permits* for this project (optional)
	□ Yes □ No
	*Receiving all non-ministerial permits is not required prior to submitting an Application.
	*A non-ministerial permit is one in which one or more officials consider various factors and
	exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a
	ministerial permit, for which approval is contingent upon the project meeting pre-determined
	and established standards. Examples of non-ministerial permits include: local planning board
	authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of
	ministerial permits include building permits and electrical permits.

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



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

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

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

Permit Name	Permitting	Date Permit Applied for (if applicable) /
& Description	Agency/Entity	Date Permit Received (if applicable)
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RPII		
5. The Applicant has consulted the	he hosting canacity man	of the relevant EDC via the EDC's website
		nined that, based on the capacity hosting
	·	
	nicleanenerdy.	cation, there is sufficient capacity available
at the proposed location		proposed community solar facility
		□ Yes □ No
	of the capacity hosting n	nap at the proposed location, showing the
available capacity.		
If the hosting capacity map sh	ows insufficient capacity	, the Application will not be considered by
the Board, unless the Applica	nt provides: 1) a letter f	from the relevant EDC indicating that the
hosting capacity map is incorr	ect in that location, or 2) an assessment from the relevant EDC of
the cost of the interconnection	n upgrade that would be	required to enable the interconnection of
the proposed system, and a c	ommitment from the A	oplicant to pay those upgrade costs if the
project were to be selected by	the Board.	
Exception: Projects located in	PSE&G service territory	for which the hosting capacity map shows
		on may be eligible for a waiver of this
		this waiver, please check "Yes" below and
	· ·	scribed in the Board's Order:
https://www.njcleanenergy.co	'	
		30181/1 121/0L/020-
%20ORDER%20PSEG%20Inter		
This project is exercising the P	SE&G hosting capacity m	ap waiver: 🗆 Yes 🗆 No



6.	The Applicant has conducted an interconnection study for the proposed system (optional) □ Yes □ No
	If "Yes," include the interconnection study received from the EDC.
IX. Cor	nmunity Solar Subscriptions and Subscribers
1.	Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range):
2.	Estimated or Anticipated Breakdown of Subscribers (please provide a good faith estimate or range of the kWh of project allocated to each category): Residential: Commercial: Industrial: Other: (define "other":)
3.	The proposed community solar project is an LMI project*
4.	The proposed community solar project has a clear plan for effective and respectful customer engagement process
5.	The proposed community solar project will allocate at least 51% of project capacity to residential customers
6.	An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project
	If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?



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

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

7.	This project uses an anchor subscriber <i>(optional)</i>
	Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription:
8.	Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants?
	If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar
	subscription are being passed through to the tenants?
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	cleanenergy
	Additionally, the account holder of the master meter must attach a signed affidavit that the
	specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription

will be passed through to the tenants.

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

9.	The geographic restriction for distance between project site and subscribers is: (select one)
	\square No geographic restriction: whole EDC service territory
	\square Same county OR same county and adjacent counties
	\square Same municipality OR same municipality and adjacent municipalities
	Note: The geographic restriction selected here will apply for the lifetime of the project, barring
	special dispensation from the Board, pursuant to N.L.A.C. 14:8-9.5(a)



10.	Product Offering for LMI subscribers: (The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)
	The subscription proposed offers guaranteed or fixed savings to subscribers Yes No If "Yes," the guaranteed or fixed savings are offered as: A percentage saving on the customer's annual electric utility bill
	☐ A percentage saving on the customer's community solar bill credit ☐ Other:
	If "Yes," the proposed savings represent:
	\square 0% - 5% of the customer's annual electric utility bill or bill credit
	\square 5% - 10% of the customer's annual electric utility bill or bill credit
	\square 10% - 20% of the customer's annual electric utility bill or bill credit
	\square over 20% of the customer's annual electric utility bill or bill credit
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered
	to the subscribers in Appendix A.
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11.	Product Offering for non-LMI subscribers: (The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)
	TO MO CI MO MO TIM
	The subscription proposed offers guaranteed or fixed savings to subscribers \square Yes \square No If "Yes," the guaranteed or fixed savings are offered as:
	☐ A percentage saving on the customer's annual electric utility bill
	☐ A percentage saving on the customer's community solar bill credit
	☐ Other:
	If "Yes," the proposed savings represent:
	□ 0% - 5% of the customer's annual electric utility bill or bill credit
	☐ 5% - 10% of the customer's annual electric utility bill or bill credit
	☐ 10% - 20% of the customer's annual electric utility bill or bill credit
	\square over 20% of the customer's annual electric utility bill or bill credit
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of
	the community solar facility \square Yes \square No
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered $\frac{1}{2}$
	to the subscribers in Appendix A.



12. The list of approved community solar projects will be published on the Board's website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers. If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers
Daytime Phone: Email:
*It is the responsibility of the project's subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.
X. Community Engagement
 The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity Yes□ No
2. The proposed community solar project is being developed by or in partnership or collaboration* with the municipality in which the project is located
3. The proposed community solar project is being developed by or in partnership or collaboration* with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located □ Yes □ No



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

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

4.	. The proposed community solar project was developed, at least in part, with support and in						
	consultation with the community in which the project is located* \square Yes \square No						
	If "Yes," please describe the consultative process below.						
	*A community consultative process may include any of the following: letter of support from						
	municipality and/or community organizations and/or local affordable housing provider						
	demonstrating their awareness and support of the project; one or more opportunities for public						
	intervention; and/or outreach to the municipality and/or local community organizations and/or						
	affordable housing provider.						

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XI. Project Cost

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

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

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



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

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

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



		injerealieriergy.com	Program
1.	The proposed community solar	r facility will be paired with storage .	□ Yes□ No
	If "Yes," please describe the pr	oposed storage facility:	
	a. Storage system size:	MW	MWh
	b. The storage offtaker	is also a subscriber to the propo	sed community solar facility
			□ Yes □ No
*C	ommunity solar credits will only	y be provided to community solar g	generation; credits will not be
pro	ovided to energy discharged to t	he grid from a storage facility (i.e. no	o "double counting").
2.	The proposed community solar	r facility will be paired with one or m	ore EV charging stations
			□ Yes □ No
	If "Yes," how many EV charging	g stations:	
	Will these charging stations be	public and/or private?	
	Please provide additional detail	ils:	



3.	The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers
4.	The proposed community solar project will create temporary or permanent jobs in New Jersey □ Yes □ No
	If "Yes," estimated number of temporary jobs created in New Jersey:
	If "Yes," estimated number of permanent jobs created in New Jersey:
	If "Yes," explain what these jobs are:
5.	The proposed community solar project will provide job training opportunities for local solar trainees
	If "Yes," will the job training be provided through a registered apprenticeship? \square Yes \square No If "Yes," identify the entity or entities through which job training is or will be organized (e.g.
	New Jersey GAINS program, partnership with local school):
·	
XIII. Spe	ecial Authorizations and Exemptions
1.	Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)?



2.	 Does this project seek an exemption from the 10-subscriber minimum?
3.	Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process? Yes \(\text{No} \) No If "Yes," attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.
4.	Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019?
5.	The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



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

A.	This Application is for an opt-out community solar project ☐ Yes☐ No
B.	The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project)
If "	Yes," the municipality name is:
If "I	No," the project will not be considered for eligibility as an opt-out community solar project.
	The proposed opt-out project has been authorized by municipal ordinance or resolution
	n <mark>ership,</mark> and operation an opt-out community solar project, contingent on the proposed rules ng approved by the Board.
If "I	No," the project will not be considered for eligibility as an opt-out community solar project.
D.	The proposed opt-out project will allocate all project capacity to LMI subscribers
If "I	No," the project will not be considered for eligibility as an opt-out community solar project.
E.	Describe the process by which the municipality will identify the customers that will be automatically enrolled in the proposed opt-out project:

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



adhere to the existing "opt-in" rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).
□ Yes□ No
Attach an affidavit that the municipal project owner will comply with all applicable rules and
regulations, particularly those relating to consumer privacy and consumer protection.





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Section		Cortit	ıraı	rione
Section	·	CCILII	ıca	.10113

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

Applicant	Certification	

i ne undersigned	warrants, certifies	, and represents t	nat:	

- 1) I, <u>David Bernstein</u> (name) am the <u>Agent / Property Manager</u> (title) of the Applicant <u>62 Veronica LLC</u> (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) The community solar facility proposed in the Application will be constructed, installed, and operated as described in the Application and in accordance with all Board rules and applicable laws; and
- 4) The system proposed in the Application will be constructed, installed, and operated in accordance with all Board policies and procedures for the Transition Incentive Program, if applicable; and
- 5) My organization understands that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 6) I acknowledge that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature:	7	Date: 2/1/21
Print Name: David Bel Title: Agent / Property		Company: 62 Veronica LLC
Signed and sworn to be	fore me on this 1	day of ^{Feb} , 20 2 4
Signature Ephraim Steinberg	My Commission Exp Comm. No.:	OF NEW JERSEY
Name		11/



Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

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

5	
Signature:	Date: 2/1/2021
Print Name: Shimmy Tessler Title: Project Developer - Owner	Company: Arosa SolarEnergy Systems Inc
NUCHEM MEHRING NOTARY PUBLIC Signature STATE OF NEW JERSEY	_day of <u>Febuary</u> , 20 <u>2</u> 1
Name ID #50007807 MY COMMISSION EXPIRES 05-JAN-25	



Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature:	Date: 2/1/2021
Print Name: Shimmy Tessler Title: Project Developer - Owner	Company: Arosa SolarEnergy Systems
Signed and sworn to before me on this 1st	
Signature NOTARY PUBLIC STATE OF NEW JERSEY ID #50007807 Name _{MY} COMMISSION EXPIRES 05-JAN-25	

Inc



Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, David Bernstein (name) am the Agent / Property Manager (title) of the Property 62 Veronica LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package pertaining to siting and location of the proposed community solar project has been personally examined, is true, accurate, complete, and correct to the best of the undersigned's knowledge, based on personal knowledge or on inquiry of individuals with such knowledge; and
- 3) My organization or I understand that information in this Application is subject to disclosure under the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade secret information should be submitted in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3; and
- 4) I acknowledge that submission of false information may be grounds for denial of this Application, and if any of the foregoing statements are willfully false, I am subject to punishment to the full extent of the law, including the possibility of fine and imprisonment.

Signature:	New	_ Date: <u>2</u>	/1/21	
Print Name: David Berns Title: Agent / Property M		 Company: <u>62</u> \	eronica LLC	9
Signed and sworn to before	re me on this 1	cleanenergy o day of Feb	om, 20 <u>2</u> 4	
Signature Ephraim Steinberg	PHRAIM S NOTARY PUBLIC My Commission Ex Comm. No.	Diren Mou 15 Door		
Name		30094117		



Subscriber Organization Certification (optional, complete if known)

Notarized online using audio-video communication



• ••	_	_	
Section	D.	Λnr	vibna
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Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

	□ LMI subscribers New Jersey's
	non-LMI subscribers
	both LMI and non-LMI subscribers
1.	Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage
	of community solar facility's nameplate capacity, percentage of subscriber's historical usage,
	percentage of subscriber's actual usage):
2.	Community Solar Subscription Price: (check all that apply)
	☐ Fixed price per month
	☐ Variable price per month, variation based on:
	☐ The subscription price has an escalator of % every (interval)
3.	Contract term (length): months, or years OR ☐ month-to-month
	(- 0 , , , , , ,
4.	Fees
	☐ Sign-up fee:
	☐ Early Termination or Cancellation fees:
	☐ Other fee(s) and frequency:
5.	Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits



If "Yes," the savings are guaranteed or fixed:	
\square As a percentage of monthly utility bill	
\square As a fixed guaranteed savings compared to average historic bill	
\square As a fixed percentage of bill credits	
☐ Other:	

6. Special conditions or considerations:





Appendix B: Required Attachments Checklist

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

Required Attachments	Reference	
Attachments marked with an asterisk (*) are only required if the project	Page	Attached?
meets the specified criteria. All others are required for all Applications.	Number	
Delineated map of the portion of the property on which the community	p. 10	□Yes □ No
solar facility will be located (in color).		
Proof of site control.	p. 10	☐Yes ☐ No
(*) If the proposed project is located, in part or in whole on a rooftop:	p. 12	□Yes □ No
substantiating evidence that the roof is structurally able to support a solar		
system.		
(*) If the proposed project is located on an area designated in need of	p. 13	□Yes □ No
redevelopment: proof of the designation of the area as being in need of		1 >
redevelopment from a municipal, county, or state entity.	-11/2	1/
(*) If the proposed project is located in an Economic Opportunity Zone	p. 13	□Yes □ No
("EOZ"), as defined by DCA: proof that the facility is located in an EOZ.		
(*) If the proposed project is located on land or a building that is	p. 13	□Yes □ No
preserved by a municipal, county, or federal entity: proof of the		
designation of the site as "preserved" and that the designation would not	OK	\bigcirc
conflict with the proposed solar facility.		
Copy of the completed Permit Readiness Checklist.	p. 14	□Yes □ No
A screenshot of the EDC capacity hosting map at the proposed location,	p. 16	☐Yes ☐ No
showing the available capacity (in color).	piogi	Cilli
Substantiating evidence of project cost in the form of charts and/or	p. 20	□Yes □ No
spreadsheet models.		
Product Offering Questionnaire(s) in Appendix A.	p. 30 – 31	□Yes □ No
Certifications in Section C.	p. 25 – 29	☐Yes ☐ No

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



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

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



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



	Page Number	Document List
1	31 of 62	Delineated map
2	32 - 49 of 62	Proof of site control
3	50 - 51 of 62	Evidence of structural capability
4	52 of 62	EDC capacity hosting map
5	53 of 62	Project Costs
6	54 - 55 of 62	EDC Correspondence
7	56- 58 of 62	LMI Experience
8	59 - 60 of 62	Community Support Letters
9	61 of 62	Proof of Training Program
10	62 of 62	EAG Letter

SOLAR PHOTOVOLTAIC SYSTEM 62 VERONICA AVE SOMERSET NJ, 08873

CODES & STANDARDS:

DESIGN AND CONSTRUCTION OF THIS PROJECT BASED ON THE FOLLOWING CODES:

- INTERNATIONAL BUILDING CODE (IBC)-2018, NJ EDITION.
 NATIONAL ELECTRICAL CODE 2017 WITH AMENDMENTS NJAC 5:23-3.16.
 NYERTER SHALL BE UTILITY INTERACTIVE AND LISTED PER UL1741
 PV MODULES SHALL BE LISTED PER UL1703

PV MODULE INFORMATION

MODULE MAKE	ZNSHINE		
MODULE MODEL#	ZXM6-72-400/M		
WATTAGE	400		
OPEN CIRCUIT VOLTAGE (Voc)	49.2		
MAX POWER VOLTAGE (Vpm)	39.9		
SHORT CIRCUIT CURRENT (Isc)	10.03		
MAX POWER CURRENT (Imp)	9.53		
TEMP COEFFICIENT (Voc) %/C	-0.29%		
TEMP COEFFICENT (Isc) %/C	0.05%		
TEMP COEFFICENT (Pmp) %/C	-0.370%		

INVERTER INFORMATION

INVERTER MAKE	SOLAREDGE
INVERTER MODEL#	SE100KUS
MAX INPUT VOLTAGE DC TO GND	500V
MAX INPUT VOLTAGE DC -TO DC+	1000 A
MAX INPUT CURRENT	120
MAX CONTINOUSE OUTPUT CURRENT	120 A/PHASE
NOMINAL AC OUTPUT VOLTAGE	480V, 60HZ
MAX AC OUTPUT POWER	100 KW
CEC WEIGHTED EFFICIENCY	98.5%

POWER OPTIMIZER

MAX MODULE VOLTAGE:

POWER OPTIMIZER	SOLAREDGE P860
MAX INPUT POWER	860W
MAX INPUT VOLTAGE	60 V DC
MPPT RANGE	12.5-60 V DC
MAX MODULE ISC	11 A DC
MAN OUTBUT CURRENT	18 A DC

MAX VOLTAGE CALCULATION

Ltemp-Lowest Ampient Temp. (F)	0	*F
Ltemp-(C)	-18	°C
H-temp-Highest Ampient Temp. (F)	105	*F
Htemp-(C)	41	*C
MODULE INFORMATION:		
Max Power Voltage Vmp	39.9	ν
Temp Coeffeient of Pmp (β)	-0.37%	/°C
Temp Coeff of Vmp	-0.15	V/
Open Circuit Voltage Voc		v
Temp Coeffeient of Voc (a)	-0.29%	/°C
Temp Coeff of Voc	-0.14	V/
Tref (The cell temp at STC)	25	°C
Trise (The expected rise in cell temp)	20	*C
POWER OPTIMIZER :		
Vmax	60	٧

2488 PV PANEL, 400W EACH, TOTAL OF 995.2 KW DC (8) INVERTERS 100KW, TOTAL OF 800 KW AC



VICINITY MAP SCALE: N.T.S.



KEY PLAN

GENERAL NOTES:

- 1.ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC), LOCAL MUNICIPAL CODE, AND LOCAL FIRE DISTRICT REGULATIONS.
- 2.ALL EQUIPMENT SHALL BE LISTED AND LABELED PER UL AND INSTALLED PER THE LISTING REQUIREMENTS AND THE MANUFACTURER'S INSTRUCTIONS.
- 3.ALL INVERTERS SHALL BE IEEE 929 COMPLIANT AND SHALL BE INSPECTED BY LOCAL UTILITY BEFORE COMMISSIONING, TESTING AND OPERATION OF THE SYSTEM.
- 4.ALL OUTDOOR EQUIPMENT SHALL BE MINIMUM OF NEMA 3R, INCLUDING OUTDOOR MOUNTED TRANSITION BOXES, COMBINER BOXES, AND SWITCHES.
- 5.ALL EQUIPMENT SHALL BE PROPERLY GROUNDED PER THE REQUIREMENTS OF NEC ART. 250 AND 690.

- 8.PV SYSTEM INSTALLER SHALL COORDINATE ALL THE WORK WITH THE ENGINEER TO INSURE THAT PV SYSTEM IS INSTALLED AS SPECIFIED IN THESE DRAWINGS.

DEFINITIONS:

- STC (STANDARD TEST CONDITION): AN INSTANTANEOUS SOLAR PANEL RATING UNDER CONTROLLED CONDITIONS: THE STANDARD TEST CONDITIONS FOR A MODULE ARE: SOLAR IRRADIANT OF 1000 W/M2, WITH THE CELL TEMPERATURE MAINTAINED AT 25°C AND ZERO WIND SPEED FOR COOLING EFFECT.
- STRING: A NUMBER OF PV PANELS CONNECTED IN A SERIES CIRCUIT REPRESENT A "STRING". THE MAXIMUM NUMBER OF PANELS IN A STRING IS DETERMINED BY THE OPEN CIRCUIT VOLTAGE AT THE LONGEST TEMPERATURE SELECTED. THE MINAMIN MUMBER OF PANELS IN A STRING IS DETERMINED BY THE MAXIMUM POWER VOLTAGE AT THE HOTTEST TEMPERATURE SELECTED.
- Voc (MODULE OPEN CIRCUIT VOLTAGE): THE VOLTAGE BETWEEN TWO POINTS WHEN THEY ARE NOT CONNECTED BY A LOAD CIRCUIT. THIS IS TYPICALLY THE GREATEST AMOUNT OF VOLTAGE THAT CAN BE PROVIDED BY A CIRCUIT TO THESE TWO POINTS.
- Vpm (MODULE MAXIMUM POMER VOLTAGE): THE OPERATING VOLTAGE POINT WHERE A SOLAR MODULE DELIVERS MAXIMUM POMER. THE MAXIMUM POMER VOLTAGE CHANGES PRIMARILY WITH SUN INTENSITY AND CELL TEMPERATURE. A GRID SUPPLEMENTING RYMETER HAS A MAXIMUM PEAK POMER TRACKIONS ROUTINE WHICH TRACKS THE CHANGING MAXIMUM POMER VOLTAGE THROUGHOUT THE DAY.
- Isc (MODULE SHORT CIRCUIT CURRENT): THE CURRENT BETWEEN TWO POINTS THAT ARE CONNECTED BY LOAD CIRCUIT WITH ZERO RESISTANCE. THIS IS THE GREATEST AMOUNT OF CURRENT THAT CAN BE DELIVERED BY A CIRCUIT.
- SREC: SOLAR RENEWABLE ENERGY CERTIFICATE.

ABBREVIATIONS:

ABBITE TITTION OF				
ACCCCCDEEEFGG LMNNPRST	B O T T U AS C C G MT ND, G C IC ITS V S G PD VSS ON	AMPERE CONDUITS) COMMENT BOX COMMENT BOX COMMENT BOX COMMENT TRANSFORMER COPPER COURSENT TRANSFORMER COPPER ELECTRICAL CONTRACTOR ELECTRICAL METALLIC TURNO ELECTRICAL METALLIC TURNO ELECTRICAL METALLIC TURNO THE COUNTRACTOR ROUND FALL THERRUPTER GROUND		
		WEATHERPROOF		



33 WOOD AVE SOUTH ISELIN, NJ 08830 e. info@smaengineers.com

ROOF TOP SOLAR 62 VERONICA AVE SOMERSET NJ, 08873

TITLE SHEET

01/01/2021 2110

SOLAR FACILITY SALE AND SERVICE AGREEMENT

THIS AGREEMENT is effective on the date of the last signature hereto (the "Effective Date"), by and between:

AROSA SOLAR ENERGY SYSTEMS, INC., a New Jersey corporation, having an address at 1309 Ridge Av, Lakewood, New Jersey 08701 (hereinafter referred to as "COMPANY")

-and-

62 Veronica LLC, a New Jersey LLC having an address at 1556 – 61 Street Brooklyn, NY 11219 (hereinafter referred to as "BUYER").

Each of the Company and the Buyer may also be referred to as a "Party" and together the "Parties."

WITNESSETH:

WHEREAS, Company is in the business of selling, installing and servicing arrays of photovoltaic solar energy panels and related equipment used for converting the sun's energy into electricity; and

WHEREAS, Buyer wishes to purchase a photovoltaic solar electric system with a capacity of 995K+/- from Company, as more particularly described in Schedule "A" (the "Solar Facility") and pay the Company to perform certain services related to the installation and maintenance of the Solar Facility on the rooftop of the buildings; as more particularly described in Schedule "B", (the "Solar Facility Site"); and

WHEREAS, the Company wishes to sell a Solar Facility and provide certain services related to the installation and maintenance of the Solar Facility at the Solar Facility Site pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto hereby covenant and agree as follows:

1. PURCHASE AND SALE OF SOLAR FACILITY AND RELATED SERVICES:

(a) Solar Facility. Buyer agrees to purchase from Company, and Company agrees to sell to Buyer, at the purchase price set forth under Section 2 of this Agreement, a Solar Facility meeting the specifications set forth in Schedule "A" (attached hereto and made a part hereof), including all related equipment and parts that are accessory to and necessary for maintaining the Solar Facility in good working order, free and clear of any liens or encumbrances. If the Company is unable to comply with the specifications set forth in Schedule "A", the Company shall have the

COMPANY: <u>EC</u> Page 1 of 15 BUYER: <u>M</u>

right to substitute parts or equipment reasonably comparable to the specifications set forth in **Schedule "A"** both with respect to costs and to hazard to which such parts or equipment are subject; provided such substitute parts and equipment are new and not previously used.

(b) Services. The Buyer agrees to pay for, and the Company agrees to perform, the "Services" as set forth in the Services Description on Schedule "A" (attached hereto and made a part hereof). The Company shall provide the Service in accordance with the terms and conditions set forth in this Agreement and more specifically set forth in Schedule "A" (attached hereto and made a part hereof). The cost of Services shall be included in the purchase price set forth under Section 2 of this Agreement.

Site Control - The contract in its entirety, is subject to the BPU awarding the project, participation in the NJ Community Solar Energy Pilot Program Year 2

2. PURCHASE PRICE AND SERVICE FEE:

The total purchase price for the Solar Facility and all Services (referred to herein as the "Purchase Price") is One Million and Three Hundred Ninety Three Thousand Dollars (US), (\$1,353,000.00)

Upon Signing Agreement	\$5,000.00
Upon Awarded NJ Community Solar Project:	\$ 135,300.00
Upon ordering of equipment for the Solar Facility:	\$541,200.00
Upon completion of the assembly and installation of Solar panels (without regard to interconnection with Power grid):	\$541,200.00
Upon passing all Final Inspection	\$130,300.00
Total	\$1,353,000.00
	= 1= 0= 1= 0= 1=

For the purpose of this Agreement, the "Commercial Operation Date" shall be the date the Company provides the Buyer with notice that the Solar Facility has been installed, approved by the applicable authorities for interconnected electrical operation and interconnected for electrical operation and has been otherwise placed into service.

Provided that the Buyer has made all payments then due in accordance with the foregoing

COMPANY: <u>EC</u> Page 2 of 15 BUYER: <u>W</u>

payment schedule and the Company does not receive written notice from the Buyer rejecting the Solar Facility within three (3) days of the installation of the Solar Facility (including interconnection with the power grid) at the Solar Facility Site, the Solar Facility shall be deemed accepted by the Buyer as of the date the Solar Facility is installed (including interconnection with the power grid) at the Solar Facility Site. Upon and after acceptance of the Solar Facility by the Buyer, the Solar Facility and any and all Environmental Attributes, alterations, additions, improvements or installations made thereto by the Buyer vests in and shall be the personal property of the Buyer. Buyer, its successors and/or assigns shall retain title and beneficial ownership of the same. For the purpose of this Agreement, the term "Environmental Attributes" shall mean all environmental benefits, offsets, allowances, rebates, renewable energy credits, renewable energy certificates, RECS, SRECS, TRECS, carbon credits, carbon trading credits, Green-e products, emissions reduction credits, emissions allowances, investment tax credits, production tax credits or payments and the like earned by or in connection with, or otherwise attributable to, (a) the Solar Facility, or (b) the electricity produced by the Solar Facility, under or with respect to the Federal Clean Air Act (including, but not limited to, Title IV of the Clean Air Act Amendments of 1990), any state or federal renewable portfolio standard, including, without limitation, the renewable portfolio standard of the State of New Jersey, or any other state or federal acts, laws or regulations that provide offsets, rebates, allowances, or credits related to emissions or electricity generation.

The Parties acknowledge and agree that the Buyer intends to apply for funding available under both federal and state grant and incentive programs applicable to the installation and operation of the Solar Facility. The Company shall be responsible for the processing of applications for all grant monies and preparing and facilitating the submission of any and all applications and application requirements for such grant and incentive opportunities with the assistance of the Buyer. The Parties acknowledge and agree that all government grant money received by the Buyer from such government programs (both federal and state) shall be applied toward the cost of the Solar Facility. Such grant money shall be applied, depending on the requirements of the applicable grant program, either as a direct payment of a portion of the Purchase Price or as reimbursement to the Buyer for payments made against the Purchase Price. The Parties acknowledge that federal and state government incentive levels may change in the future and the terms of this Agreement may be amended by mutual agreement of the Parties to account for such changes. The company warrants and represents to the buyer that under law and regulations all such governmental grant money is free from federal, state and local income taxes.

- 3. <u>COMPANY'S WARRANTIES</u>: With respect to the Solar Facility and the Services identified in **Schedule "A"** attached hereto, Company warrants as follows:
- (a) <u>Title</u>. The Company warrants and represents that the Company has good title to and full right to dispose, sell and transfer all parts, equipment and property comprising the Solar Facility, and there are no liens, claims or encumbrances of any kind against the Solar Facility or the parts, equipment and property comprising the Solar Facility. The Solar Facility shall be delivered free of any security interest or other lien or encumbrance.

If there is a breach by the Company of the warranty of title granted by the Company in this Agreement, the Buyer shall have the right and option to cancel this Agreement upon written notice to the Company and receive a refund of any amounts paid to Company hereunder.

COMPANY: ____EC Page 3 of 15 BUYER: W

Express Warranty. The Company warrants, at the time of delivery and installation of the Solar Facility and for a period of five (5) years after the Commercial Operation Date (the "Warranty Period"), to the Buyer that: (i) the Solar Facility (including all constituent parts) is fit and sufficient for the purpose intended; (ii) the Solar Facility is merchantable, of good quality and free from defects, whether latent or patent, in material or workmanship; (iii) the Solar Facility substantially conforms to the specifications set forth in Schedule "A"; and (iv) the Solar Facility will produce electricity as specified herein. This warranty shall be limited to the Company inspecting, replacing or repairing any part of the Solar Facility that shall be determined by the Company to be defective during the Warranty Period. In addition, Company shall be solely responsible for any damage caused to the rooftop caused during installation, maintenance or any repair to the Solar Facility performed by or on behalf of the Company. Company shall design and install the Solar Facility in a manner so as not to void any existing roofing warranties, if any, and in a manner using best practices to prevent damage to the roof. Any maintenance, repair or alteration of the Solar Facility or any part thereof not performed by or on behalf of the Company shall not be covered by any Company warranty and is not warranted by the Company for any purpose. In addition, any damage or defect due to misuse, alteration, or negligence is not covered by this warranty. All Services provided by Company to Buyer hereunder shall be performed in a workmanlike manner and in accordance with industry standards applicable to such Services.

Information related to the Company's warranty is set forth in **Schedule "B"** attached hereto and made a part hereof.

- (c) <u>Limitation of Liability</u>. IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND OTHER ADDITIONAL EXPENSES.
- 4. <u>GOVERNMENT APPROVALS AND PERMITS</u>: Company shall be responsible for obtaining for all required government issued permits, business licenses and official inspections and certificates necessary to installing and placing the Solar Facility into service (the "Permits and Approvals").
- (including all accessory equipment, parts, and supplies) shall be with the Buyer upon installation and acceptance of the Solar Facility by the Company. The location for the delivery and installation of the Solar Facility shall be at 62 Veronica Somerset NJ, 08873. Buyer shall be responsible for insuring the Solar Facility (including all accessory equipment, parts, and supplies) upon its installation and acceptance by Buyer at the Solar Facility Site. Prior to the risk of loss being transferred to the Buyer, the Buyer shall not borrow money or incur debt of any kind secured by the Solar Facility, sublease the Solar Facility or sell, lease, assign, transfer or otherwise dispose the Solar Facility without the prior written consent of the Company, which may not be unreasonably withheld. Title to the Solar Facility (including all accessory maintenance equipment, parts, and supplies) sold under this Agreement shall pass to the Buyer upon installation and acceptance of same.

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COMPANY:	EC	Page 4 of 15	BUYER: ///

- 6. INSURANCE. The Company shall secure and maintain at its expense during the term of this Agreement the following: (i) statutory worker's compensation insurance and employer's liability in an amount no less than \$1 million per occurrence; and (ii) commercial general liability insurance in an amount no less than \$2 million per occurrence combined single limit for claims for damages because of bodily injury (including death) and/or property damage, caused by, or arising out of, its acts or omissions. Company shall name Buyer as an Additional Insured on all such policies. If requested in advance, certificates of such insurance shall be available to Buyer prior to the commencement of the Services naming Buyer as additional insured. If the Company engages any subcontractors in connection with its performance of the Agreement, it shall ensure such subcontractors carry the same insurance coverage's as set forth in this Section 6.
- 7. <u>BROKERS' COMMISSIONS</u>: Each Party warrants, represents and covenants, to the other Party that no broker, salesperson, or agent was involved in this Agreement. Each Party further agrees to indemnify and hold harmless the innocent Party from any and all claims for commissions which may result from any breach of this section.
- **8. <u>DEFAULTS AND REMEDIES.</u>** In respect of either Party, any of the following occurrences shall constitute and "Event of Default":
- (a) Failure to make any payment when due if such failure is not remedied within thirty (30) days after written notice from the Party to which payment is due;
- (b) Failure to perform any material obligation under this Agreement (except where such failure is attributable to a Force Majeure Event) if such failure is not remedied within thirty (30) days after receipt by the defaulting Party of written notice of such failure; provided, however, that this period shall be extended by an additional thirty (30) days as necessary for the defaulting Party to cure such failure, so long as the defaulting Party is diligently and continuously proceeding to cure such failure;
- (c) With respect to each Party, the making of any general assignment for the benefit of creditors, the filing of any petition in bankruptcy or for reorganization, the appointment of a trustee or receiver, the attachment, execution or other judicial seizure of all or substantially all of the assets of such Party or such Party becomes insolvent or unable to pay its debts when due; or

Each written notice of an Event of Default ("Default Notice") under section 8(b) hereof shall provide the defaulting Party an explanation as to how the Event of Default may be cured.

Following any Event of Default by the Buyer which is not cured, the Company may exercise one or more of the following remedies:

- (i) terminate this Agreement immediately;
- (ii) suspend the provision of all Services hereunder; and/or
- (iii) exercise any other remedy it may have at law and/or equity and/or under

COMPANY: $\underline{\hspace{1cm}}$ EC Page 5 of 15 BUYER: $\underline{\hspace{1cm}}$	COMPANY:	<u>E</u> C	Page 5 of 15	BUYER: 🖊	Y
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this Agreement.

Following any Event of Default by the Company which is not cured, the Buyer may exercise one or more of the following remedies:

- (i) terminate this Agreement immediately;
- (ii) withhold payment due the Company pursuant to this Agreement until Company has cured its default; and/or
- (iii) exercise any other remedy it may have at law and/or equity and/or under this Agreement.

Upon termination by Buyer pursuant to this provision, Company shall refund Buyer an amount equal to the amount of the Purchase Price paid by Buyer but not earned, expended or committed by the Company as of the effective date of the termination of this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable law. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Neither Party nor any Indemnified Party (as defined below) shall be liable to the other Party or any Indemnified Party for any special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement.

- 9. <u>CONDITIONS PRECEDENT</u>: The Parties' obligations under this Agreement are subject to the satisfaction of the following conditions:
- (a) Prior to the execution of this Agreement by both Parties, each Party's performance of their respective duties and obligations to be performed under this Agreement shall have been duly approved by each Party's governing body.
- (b) Prior to the Commercial Operation Date, the Company shall have (i) received, at the Company's sole cost and expense, all governmental permits and approvals or public utility permits and approvals, including those necessary to construct, install and operate the Solar Facility, and (ii) had all required inspections of the Solar Facility at the Solar Facility Site conducted at Company's sole cost and expense, and (iii) received, at the Company's sole cost and expense, any interconnection agreements required with local utility companies to connect the Solar Facility to .the power grid.
- 10. <u>MUTUAL REPRESENTATIONS AND WARRANTIES</u>: In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other, as of the Effective Date, that:
- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization and in the jurisdiction where the Solar Facility will be installed;

COMPANY: <u>EC</u> Page 6 of 15 BUYER: <u>W</u>

- (b) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) all contractors and subcontractors acting under this Agreement shall be in compliance with all applicable laws and regulations, including possessing any necessary licenses or permits issued by any applicable governmental authority;
- (f) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or government agency by, against, affecting or involving any of its business or assets (including the Solar Facility and the Buyer's right to operate the Solar Facility at the location designated for installation); and
- (g) there are no bankruptcy, insolvency or reorganization proceedings pending or contemplated by it.
- 11. <u>BINDING EFFECT ON SUCCESSORS</u>: This Agreement shall be legally binding and inure to the benefit of the Parties, their respective heirs, personal representatives, administrators and permitted successors and assigns.
- 12. NOTICES: All notices to be made hereunder, by one Party to the other shall be in writing and deemed given when hand-delivered; or three business days from the date on the mailing receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested or the date as indicated on the certified mail return receipt; and when addressed to such other Party at its address first written above or at such other address as may be specified by such other Party by written notice sent or delivered in accordance herewith.
- 13. <u>SUPPLEMENTAL DOCUMENTS</u>: Each Party shall, at any time hereafter and upon the other's reasonable request, perform any acts, and make, execute, acknowledge and deliver any and all further instruments, which are or may become necessary or expedient to effectuate the purpose and intent of this Agreement.
- 44. ASSIGNMENT. It is mutually agreed that Buyer may assign this Agreement without consent of Company, provided the Purchase Price has been paid to the Company. Any such assignee shall agree to be bound by the terms of this Agreement and assume the terms and conditions hereof. The Company may elect to use subcontractors in meeting its obligations hereunder, provided the Company shall remain fully responsible for the performance of any such subcontractors as if it performed the obligations itself, and such subcontractors maintain insurance as required by Section 6 above for the duration of any subcontract work.

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- 15. <u>DELEGATION OR SUB-CONTRACTING OF DUTIES</u>: The Company may delegate or sub-contract the performance of this Agreement to any proper person or entity. Buyer does not have a substantial interest in having the Company personally perform the Agreement. Notwithstanding the foregoing, the delegation of performance shall not affect the liability of the Company in any way for the performance of the obligations or any warranties under this Agreement.
- 16. GOVERNING LAW/JURISDICTION: This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, provided, however, that the conflicts of law principles of the State of New Jersey shall not apply to the extent they would operate to apply the laws of another state. Each Party agrees that any action brought hereunder shall be brought either in the United States District Court for the District of New Jersey or in the Superior Court in and for Bergen County, New Jersey and, by executing this Agreement, each party hereby consents to the venue and jurisdiction of the either such aforementioned court.
- 17. PARTIAL INVALIDITY: It is the intention of the Parties that the provisions of this Agreement be severable. If any provision of this Agreement is determined by any court or government agency to be inconsistent with the rules governing an applicable renewable energy incentive program or to be unenforceable for any reason, it is the intention of the Parties that that provision be modified and limited to such extent as may be necessary to achieve its consistency or enforceability or, if it cannot be so limited, that it be deleted from the Agreement and the remainder of the Agreement enforced as if it had been entered into without the inconsistent or unenforceable provision.
- 18. <u>UTILITY CONTRACTS</u>. All utility contracts and services, if any, including without limitation, water, gas and electric services and any other utilities required for the Company to perform this Agreement and for the Solar Facility are in or will be in service.
- 19. RELATIONSHIP OF THE PARTIES. The Parties to this Agreement shall be deemed independent entities. Except to the extent otherwise specifically provided for in this Agreement or in a separate agreement, nothing contained herein shall be construed as making either Party the agent or the partner of the other Party, or as granting to either Party the right to enter into any contract on behalf of any other Party, or as establishing a partnership or joint venture between the Parties. Under no circumstances shall the employees of one Party be deemed to be the employees of the other for any purpose, including with regard to wages and salaries, income tax, withholdings, insurance premiums, pension plan contributions and similar responsibilities.

20. [Intentionally Omitted]

- 21. <u>COMPLIANCE WITH LAWS.</u> The Company will perform the Services in compliance with all federal, state and municipal laws, ordinances, regulations and orders applicable to the Solar Facility.
- 22. <u>INDEMNITY.</u> (a) Each Party to this Agreement shall defend, indemnify and hold harmless the other Party, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, representatives successors and assigns (an

Page 8 of 15 BUYER:

"Indemnified Party") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Claims") that may be made relating to: (i) any breach of this Agreement by the non-Indemnified Party, or (ii) the gross negligence, recklessness, willful misconduct, fraud or tortious or wrongful acts of the non-Indemnified Party.

- (b) Each Party shall provide the other Party with prompt notice of any written Claim or Claims that they have actual notice of and shall cooperate appropriately with the other Party in connection with that Party's evaluation of such Claim. The non-Indemnified Party shall defend the Indemnified Party, at the Indemnified Party's request, against any Claim. Promptly after receipt of such request, the non-Indemnified Party shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. The non-Indemnified Party shall not settle or compromise any such Claim or consent to the entry of any judgment without an unconditional release of all Claims by each claimant or plaintiff in favor of the Indemnified Party and shall give the Indemnified Party notice thereof.
- 23. ACKNOWLEDGEMENT: (a) The Parties hereto acknowledge and agree that they have read this Agreement in its entirety and that the terms hereof are fair, adequate and just; that they have had the right and opportunity to have this Agreement reviewed by independent legal counsel of their own choosing; and that their signatures, affixed hereto, indicate their acceptance of the terms and conditions hereof as their respective voluntary acts and deeds. The Parties further acknowledge that the terms of this Agreement have been negotiated for the benefit of both parties by themselves and/or through their respective counsel. Despite the fact that the original draft of this Agreement may have been initially prepared by a particular party's attorney, the Parties hereto have had the time and opportunity to amend, alter and adapt all drafts of this Agreement and to meet the needs and desires of each and they agree that any ambiguities herein shall not be interpreted in favor of, or against, either Party.
- (b) Buyer acknowledges and agrees that the work, requirements, terms and/or conditions required for interconnection to the LDC, including the requisite equipment, materials and labor, shall be determined by the requirements of the LDC. Any resulting increase in Company's or its electrical subcontractor's costs for labor, equipment and materials to satisfy the additional work, requirements, terms and/or conditions required for interconnection by the LDC shall be incorporated into a Change Order, which shall include all additional costs and expenses (without markup for profit by Company) and shall be paid by Buyer within thirty (30) days after the issuance of the Electrical Permit and Buyer's acceptance of such Change Order, subject to the terms of the remainder of this Paragraph. In the event the additional costs and expenses increase the Contract Price (as adjusted by prior Change Orders) by 0.5% or more, Buyer shall have the right within the same thirty (30) day period to terminate this Agreement by delivery of written notice thereof to Company. If Buyer elects to terminate the Agreement pursuant to this Paragraph, all payments made on account of the Contract Price shall remain the property of the Company and thereafter this Agreement and the obligations of the parties hereunder shall be of no further force or effect.
- 24. <u>SIGNATURES/COUNTERPARTS</u>: The parties hereby agree that facsimile signatures shall be accepted as if they were originals. This Agreement may be executed in any

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number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts of same, individually or taken together, shall bear the signatures of all the parties reflected hereon.

- 25. <u>DISPUTE RESOLUTION</u>: The Parties shall meet within 30 days of written notice of a dispute arising out of this Agreement to resolve the matter in good faith. Thereafter, the Parties may pursue any means of dispute resolution they choose in any appropriate venue. Each Party hereby irrevocably waives any right to seek punitive, exemplary or consequential damages and each Party waives any right it may have to trial by jury.
- 26. FORCE MAJEURE. Neither Party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond its reasonable control and without the fault or negligence of such Party, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather (a "Force Majeure Event").
- 27. MISCELLANEOUS. No action or inaction by either party shall constitute a waiver of any right or remedy. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, written or oral, relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless in writing and signed by the Party against whom enforcement of the modification or discharge is sought.

28. <u>CANCELLATION</u>. BUYER MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF BUYER WISHES TO CANCEL THIS CONTRACT, IT MUST EITHER:

(A) SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR

COMPANY: EC Page 10 of 15 BUYER: $\sqrt{}$

(B) PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION.

SUCH NOTICES SHALL BE SENT OR DELIVERED TO THE FOLLOWING ADDRESS:

AROSA SOLAR ENERGY SYSTEMS INC. 1309 Ridge Ave LAKEWOOD, NJ 08701

IF BUYER CANCELS WITHIN THE THREE DAY PERIOD, BUYER IS ENTITLED TO A FULL REFUND OF ANY MONEY PAID TO COMPANY. ALL SUCH REFUNDS SHALL BE MADE WITHIN 30 DAYS OF THE COMPANY'S RECEIPT OF THE CANCELLATION NOTICE.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals and caused these presents to be signed on the dates set forth below:

COMPANY: Arosa Solar Energy Systems, Inc.	ATTEST:			
Ву:	2-402021 Dated	Ву:	Dated	
BUYER: 62 Veronica LLC		ATTEST:		
Ву:	2.4.21 Dated	Ву:	2:4:21 Dated	

COMPANY:	Page 11 of 15	BUYER:
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W. Lane Miller, Esq.

DEED

This Deed made on December 18, 2014

SV Investments, LLC
A New Jersey limited Liability Company

whose address is 62 Veronica Avenue, Somerset, New Jersey

referred to as the Grantor.

AND

62 Veronica LLC

whose address is 1556 61st Street, Brooklyn, New York 11219

referred to as the Grantee.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Five Million Six Hundred and Seventy Five Thousand Dollars (\$5,675,000.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2-1) Township of Franklin, County of Somerset Block 88.01, Lot Nos. 53, 54 and 55 Account No.

[] No property tax identification number is available on the date of this deed. (check box if applicable).

Property. The property consists of the land and all the buildings structures on the land in the Township of Franklin, County of Somerset and State of New Jersey. The legal description is:

SEE ANNEXED SCHEDULE A

BEING the same property transferred to Grantor by Deed from Pro Cen Tip Plains, Inc. dated January 17, 1996 and recorded with the registrar of the County on February 8, 1996, in Deed Book 2046 Page 655.

Word: RE Forms/ Comm RE/ LLC Sale

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

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

Witness: SV Investmente LLC.	marlander	+
	By: Prasadarao Yariagadda, Manager	
State of New Jersey, County of	SS:	

BE IT REMEMBERED, that on December 18, 2014, before me, the subscriber, an Attorney at Law of New Jersey personally appeared Prasadarao Yarlagadda, Member of SV Investments LLC (the "Company"), who, I am satisfied are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he signed, sealed and delivered the same on behalf of and as the act and deed of the Company, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed as such consideration is defined in P.L. 1968, Sec. 1(c), is \$5,675,000.00

December 18, 2014

W. Lane Miller
Attorney at Law of
State of New Jersey

Word: RE Forms/ Comm RE/ LLC Sale

DEED

Dated: December 18, 2014

SV Investments LLC a New Jersey limited liability company

Grantor

62 Veronica LLC

Grantee

Record and Return to: Harry Freifield, Esq. 1318 Avenue J Brooklyn, NY 11230

Word: RE Forms/ Comm RE/ LLC Sale



Date

State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)	
SELLER(S) INFORMATION (See Instructions, Page 2)	
Names(s) SV INVESTMENTS, LLC	
Street: 62 Veronica Ove	7. 0. 1
City, Town, Post Office ComerSet NJ. State	Zip Code
PROPERTY INFORMATION (Brief Property Description)	
3lock(s) 88.01 Lot(s) 53,54 4 55 Qualifier	
Street Address: 62 Veronica Cive.	
City, Town, Post Office Signer 5 state	Zip Code
Seller's Percentage of Ownership Consideration Closing Date \$5675000	12/18/2014
SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and No	n-residents)
1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et s resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this	eq. and will file a property.
 The real property being sold or transferred is used exclusively as my principal residence within the meaning of sefecteral Internal Revenue Code of 1986, 26 U.S.C. s. 121. 	action 121 of the
 am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure additional consideration. 	losure with no
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Governm Association, or a private mortgage insurance company.	of the State of New ent National Mortgage
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.	J.S.A.54A:1-1 et seq.
 The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estim pursuant to N.J.S.A. 54A:5-1-1 et seq. 	ated payment
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1 plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the s the obligation to file a New Jersey Income tax return for the year of the sale (see instructions).	033 or is a cemetery eller acknowledges
No non-like kind property received.	
 Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's with the provisions of the decedent's will or the Intestate laws of this state. 	estate in accordance
The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.	to receive any
 The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was unrecorded. 	s previously
ELLER(S) DECLARATION	
e undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation at the understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation at the understands of the New Jersey Division of Taxation at the understands of the New Jersey Division of Taxation at the New Jersey Division at the	on and, to the best of my
12-16-19 Myaelagadda	
Date Signature Signature (Seller) Piease indicate if Power of Attorney or Attorney in Fact	-

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY	
	FOR RECORDER'S USE ONLY Consideration \$_
1	RTF paid by seller \$
COUNTY Municipal Code	Date By
COUNTY I I I I I I I I I I I I I I I I I I I	
MUNICIPALITY OF PROPERTY LOCATION 1808 - TRANKLIN	Use symbol "C" to indicate that fee is exclusively for county use.
(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on rev	verse side)
	worn according to law upon his/her oatl
deposes and says that he/she is the in a de (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Ins	eed dated 12(18/2014 transferring
$\mathcal{O}_{\mathcal{O}}$	t number 53,54 + 55 located at
	and annexed thereto
6106	erse side) □ho prior mortgage to which property is subject.
	erred is Class 4A, calculation in Section 3A below is required.
(3A)REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CL. (See Instructions #5A and #7 on reverse side)	
Total Assessed Valuation □ Director's Ratio = Equalized Assesse	ed Valuation
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater the 100%, the assessed value will be equal to the equalized valuation.	han the assessed value. If Director's Ratio is equal to or in excess or
(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)	
Deponent states that this deed transaction is fully exempt from the Realty Trans 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol	sfer Fee imposed by C. 49, P.L. 1968, as amended through C. is insufficient. Explain in detail.
(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)	
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE claim for partial exemption. Deponent claims that this deed transaction is exemp Purpose Fees, as applicable imposed by C. 176, P.L. 1975, C. 113, P.L. 2004.	
A CHARLES OF THE SPECIAL PROPERTY OF THE SPECIAL PROPE	and C. 66, P.L. 2004 for the following reason(s):
legally blind or;	ge or over. * (Instruction #9 on reverse side for A or B)
	d ☐ receiving disability payments ☐ not gainfully employed*
Senior citizens, blind persons, or disabled persons must also meet all of Owned and occupied by grantor(s) at time of sale. Resident of State of family residential premises. Owners as joint tenants m	f New Jersey. One or two-
*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTO	
C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse	
Reserved for the control of the cont	or occupancy. resale controls.
(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)	
☐ Entirely new improvement. ☐ Not previously used for any purpose. ☐ "NEW CONSTRUC	TION" printed clearly at top of first page of the deed.
(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14	4 on reverse side)
☐No contributions to capital by either grantor or grantee legal entity. ☐No stock or money exchanged by or between grantor or grantee legal	
(8) Deponent makes this Affidavit to induce county clade or and it	
	napter 33, P.L. 2006.
Subscribed and sworn to before me / B / Signature of Deponent	SV INVESTMENT LIC this
	·
//x h	62 Veranica Ave
Deponent Ad	
W. LANE MILLER XXX-XXX- (G26
ATTORNEY AT LAW Last three digits in Grantor's Social STATE OF NEW JERSEY	al Security Number Name/Company of Settlement Officer

RTF-1EE (Rev. 12/09) MUST SUBMIT IN DUPLICATE STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT STATE OF NEW JERSEY FOR RECORDER'S USE ONLY Mercoc RTF paid by buyer COUNTY MUNICIPALITY OF PROPERTY LOCATION FRANKIN (1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) Deponent. duly swom being according (Name) 2014 2 LONfeb is the that he/she deposes and says dated a deed transferring rate Officer real property identified as Block number Lot number located at 12 COVIC SUL له عا ά SOMOISE and annexed thereto. (Street Ac 67 900 (2) CONSIDERATION \$_ (See Instructions #1, #5, and #11 on reverse side) Entire consideration is in excess of \$1,000,000: PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ. (A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below. Class 2 - Residential
Class 3A - Farm property (Regular) and any other real Class 4A - Commercial properties
(if checked, calculation in (E) required below) property transferred to same grantee in conjunction Cooperative unit (four families or less) (See C. 46:8D-3.) with transfer of Class 3A property Cooperative units are Class 4C. (B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes ☐ Property class. Circle applicable class or classes: 1 3B 4B 4C 15
classes: 1-Vacant Land;3B- Farm property (Qualified);4B- Industrial properties;4C- Apartments;15: Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S. C. s. 501.
☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4. (C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D). 2 Property class. Circle applicable class or classes: 1 3B 4B 4C 15 (D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation + Director's Ratio = Equalized Valuation Property Class (E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on Total Assessed Valuation + Director's Ratio = **Equalized Value** If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value. (3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. (4) Deponent makes Affidavit of Consideration for Use by Buyer r register of deeds to record t ded through Chapter 33, P.L. accept the fee submitted herewith pursuant to the provisions of Ch. (Ø2 Veronia 20 4 Grantee Address at Time of Sale LEAH M SPITZ Name/Company of Settlement Officer Notary Public of New Jersey My Commission Expires 4/01/2016 unty recording officers: forward one copy of each RTF-1EE to: FOR OFFICIAL USE ONLY STATE OF NJ - DIVISION OF TAXATION County Instrument Number PO BOX 251 Deed Number TRENTON, NJ 08695-0251 Deed Dated

ATTENTION: REALTY TRANSFER FEE UNIT The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/lpt/localtax.shtml.

Stewart Title Guaranty Company

Commitment Number: MTANJ-098798

TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Franklin, County of Somerset, State of New Jersey.

BEGINNING at a point in the northeasterly sideline of Veronica Avenue 2,274.06 feet northwesterly along said sideline from the intersection of the said sideline (extended southeasterly) with the northwesterly sideline of New Jersey State Highway Route 27 (extended southwesterly), and running; thence

- 1. North 44 degrees 14 minutes West along the northeasterly sideline of Veronica Avenue a distance of 490.80 feet to a monument which marks the division line between Hyland Industrial Park Section One and Hyland Industrial Park Section Two; thence
- 2. North 45 degrees 46 minutes East along the said division line a distance of 532.29 feet to another monument in the southwesterly line of land now or formerly of W.A. Cleary Corp.; thence
- 3. South 44 degrees 17 minutes 30 seconds East along the said W. A. Cleary Corp. land a distance of 490.80 feet to a corner of Lot 52 in Hyland Industrial Park Section One; thence
- 4. South 45 degrees 46 minutes West along the northwesterly line of the said Lot 52 a distance of 532.79 feet to the northeasterly sideline of Veronica Avenue at the point of BEGINNING.

The above description is in accordance with a survey made by KTJ Associates, LLC, dated 10/03/2014.

NOTE: Being Lot(s) 53, 54 and 55, Block 88.01, Tax Map of the Township of Franklin, County of Somerset.

NOTE: Lot and Block shown for informational purposes only.

Madison Title Agency, LLC 1125 Ocean Avenue, Lakewood, NJ 08701 Telephone: 732-905-9400 Fax: 732-905-9420

Design Data Summary Sheet

62 Veronica Ave., Somerset, NJ

A. Existing Drawing Information

1. Building steel joists with girder beams - field measurements by J. Marx 1/23/2021

B. Design Loads for Building

1. Governing Design Code

Governing Building Code: IBC Building Code Year: 2018 Occupancy Category: II (Std. Occupancy)

2. Roof Live Load

Existing Live Load or Est. Staging Load (LL) = 29 pounds per square foot (psf)

Where solar modules are located there will be no roof live load.

3. Roof Snow Load

Roof Snow Load with Solar Photovoltaic (PV) modules Snow Load Coefficient (Ce) = 1.0 Thermal Factor (Ct) = 1.2 Snow Importance Factor (Is) = 1.0 Ground Snow Load (Pg) = 30 psf

ASCE 7-16 Min. Flat Roof = 20 psf

Roof Snow Load Pf = 0.7 * Ce * Ct* Is * Pg = 25.2 psfTotal Roof Snow Load (SL) = 25.2 psf

4. Wind Load

Wind Exposure Category: B

Wind Velocity Pressure Exposure Coef. (Kz): 0.70

Wind Topographic Factor (Kzt) = 1.0

Wind Directionality Factory (Kd) = 0.85

Wind Velocity (V) miles per hour = 113

Building Wind Load (qz) = $0.00256 * Kz * Kzt * Kd * V^2 * 0.6 = 11.67 psf ASD$

Wind Pressure Coefficients and the design pressures shall be applied per ASCE 7-16

62 Veronica Ave

5. Dead Load

Existing (DL) Building System Weight of Roofing, Insulation & Joist Framing and Collateral Load = 10.8 psf

Solar (PV) panel weight = < 4.0 psf

6. Load Combinations

Load combination used to design roof framing structural members

New SL 25.2 #+ PV 4.0 # + DL 10.8 # = 40 psf
$$<$$
 Existing Capacity = $>$ 40 psf

Existing LL
$$29 \# + DL 10.8 \# = 39.8 psf$$

Existing Capacity = > 40.0 psf

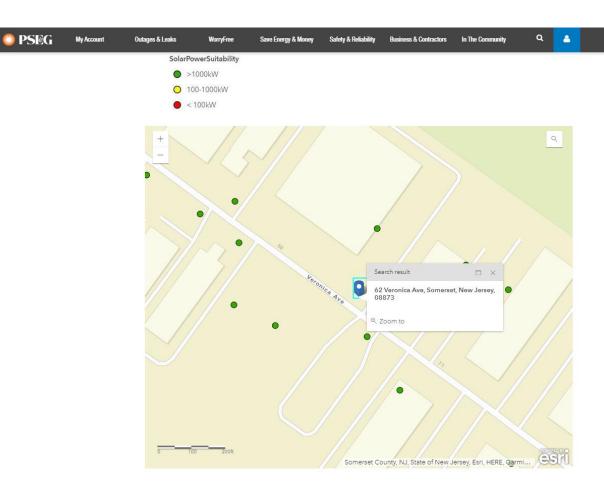
7. Conclusion

The existing building structure is adequate to support the additional 4.0 psf of PV system.

James A. Marx, Jr.

Professional Engineer

NJ Professional Engineer License No. GE 25179



Project Name:	62	Veronica						
Estimated COD Date:	9/	1/2021						
Location:	62 Veronica Som		ners	set NJ 08873				
Site Owner:	62	Veronica LLC						
Site Control until:								
PPA date (if applicable):	N/	Α						
Tribute (iii applicatio).	,							
Cost item breakdown								
SOFT COSTS:	\$		\$/\	WATT				
Design/Engineering/Permitting	\$	39,808.00		0.04				
Electrical Subcontract Labor	\$	358,272.00	_	0.36				
Racking Subcontract Labor	\$	79,616.00	-	0.08				
Supervisory/GC	\$	79,616.00		0.08				
Project Development	\$	29,856.00	-	0.03				
Reserves	\$	49,760.00	\$	0.05				
SUBTOTAL:	\$	636,928.00	\$	0.64				
HARD COSTS:								
Modules	\$	348,320.00	\$	0.35	Znshine Z	(M6-72-400/I	M X 2,	,488 pieces
Inverters	\$	149,280.00	\$	0.15	SolarEdge S	E100K US	Χ	8 pieces
Racking	\$	109,472.00	\$	0.11	KB Racking	EconoRack	2.0	
Inverter Pads	\$	-	\$	-				
Transformer / Interconnection	\$	66,311.30	\$	0.07				
Monitoring Equipment	\$	-	\$	-				
Other Hard Costs	\$	39,808.00		0.04				
SUBTOTAL:	\$	713,191.30	\$	0.72				
TOTAL COST	Ş	1,350,119.30	\$	1.36				
SYSTEM DC SIZE (WATTS)		995,200						
, ,		,						
Soft Costs	\$	636,928		47.2%				
Hard Costs	\$	713,191		52.8%				
Total Costs	\$	1,350,119		100.0%				

Shimmy Tessler

From: Darnulc, Paul F < Paul. Darnulc@pseg.com> Sent: Tuesday, February 2, 2021 1:04 PM

To: Shimmy Tessler

Subject: RE: [EXTERNAL] 62 Veronica Av Somerset NJ 08873 Acct # 7194354101

Shimmy, the BPU has a new order with regards to PSE&G and Community solar projects so please check the BPU website.

All PSE&G community solar projects need to be pre- approved by the BPU before they are submitted to PSE&G

Thanks

Paul



From: Shimmy Tessler <shimmy@arosasolarenergy.com>

Sent: Tuesday, February 02, 2021 11:17 AM To: Darnulc, Paul F < Paul. Darnulc@pseg.com>

Subject: [EXTERNAL] 62 Veronica Av Somerset NJ 08873 Acct # 7194354101

CAUTION

CAUTION

CAUTION

This e-mail is from an **EXTERNAL** address. The actual sender is (shimmy@arosasolarenergy.com) which may be different from the display address in the From: field. Be cautious of clicking on links or opening attachments. Suspicious? Report it via the Report Phishing button. On mobile phones, forward message to Cyber Security.

Paul;

This attached interconnection application was sent to you on 1/6/2021. As u can see it's for a Community Solar Project. Was it received by you? Is there still any chance that we can receive a response before Fri?

TY

Shimmy Tessler Arosa Solar Energy Systems Spreading the Sun's Rays Shimmy@ArosaEnergy.com www.ArosaEnergy.com 732 886 2322



Please consider the environment before printing this email.

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January 26, 2021

RE: PowerMarket's Engagement with low-to-moderate income households

PowerMarket has been working with community organizations and housing authorities to help extend the benefits of community solar to LMI households in New Jersey. We have worked closely with housing authorities such as MBS Housing Urban Renewal, a Hoboken City chapter of the YMCA, AMH Housing Urban Renewal Associates, and others in Hudson and Essex county to ensure that the benefits of community solar reach LMI households. Powermarket is also working with community action groups like STEAM Urban, the Hoboken Community Center, and Sustainable Jersey City to engage with LMI households and educate them on how community solar works and what it means for them and their community.

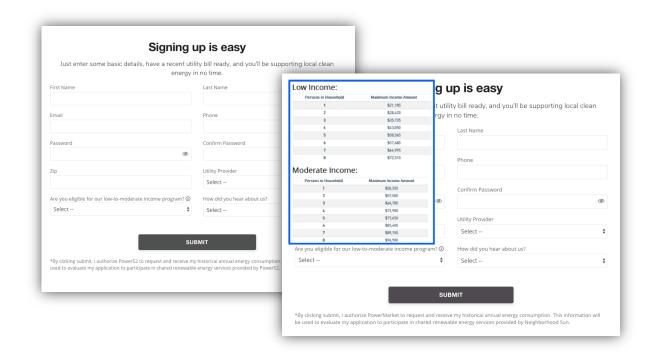
Our modes of engagement and LMI household program onboarding include close collaboration with on-the-ground community groups, friendlier contract terms, a simplified digital sign-up tool, and educational programs with community-based not-for-profits.

We've created a community solar enrollment platform exclusive to LMI subscribers that strikes the balance in qualifying eligible participants in a tasteful way. We do this through our easy-to-use signup process and LMI-exclusive content and webpages, collaboration with community development organizations to increase understanding of community solar and its benefits.

EASY-TO-USE SIGNUP PROCESS

Our enrollment platform has tools to qualify LMI subscribers and non-LMI subscribers in a single location. We do this by collecting key data points early in the enrollment process.

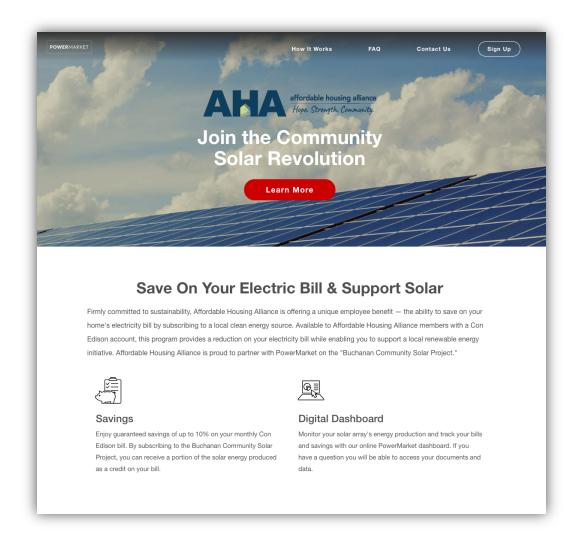
In New Jersey, where we have been actively subscribing LMI subscribers, we prompt customers with a question about their eligibility in our LMI program. If subscribers hover over the "info" icon, a chart with detailed income levels helps guide subscribers in selecting their eligibility.



Customers who are eligible for the LMI program will have the exact same customer experience as non-LMI participants, with the only differentiating factor being that LMI subscribers fill out additional forms in their subscriber contract verifying their income status.

LMI-FOCUSED PROJECTS PAGES

As we market directly to the LMI subscribers – and channel partners within their communities – we create content exclusive to our LMI program. We have provided a sample mock-up below.



To establish trust during the enrollment process, a majority of our focus is on channel partnerships. We have created dozens of pages like this for our LMI-focused partners and will continue to do so for this opportunity.

We work closely with our community-based partners to develop relevant educational content, including, videos, flyers. Social media campaigns and webinars to improve community understanding of community solar and to ensure awareness of New Jersey's pilot program.



NYC OFFICE:
40 WALL ST, 60TH FLOOR
NEW YORK, NY 10005 | 212-659-5270
NJ OFFICE:
1825 SWARTHMORE AVE SUITE C1

LAKEWOOD, NJ 08701 | 732-987-7704

WWW.OJCHAMBER.COM

Orthodox Jewish Chamber of Commerce

January 2nd, 2021

Attn:

New Jersey Board of Public Utilities

44 South Clinton Avenue, 7th Floor

Post Office Box 350

Trenton, New Jersey

08625-0350

Attn: Office of Clean Energy

Community Solar Energy Pilot Program Application Package

Re: Community Solar Project at 62 Veronica Av Somerset NJ.

Dear Members of the Board and Staff,

We are writing to express our support for the Community Solar Project that Arosa Solar ("Arosa") has proposed at 62 Veronica Av, Somerset, New Jersey

Arosa presented the project concept to us in January, 2021. Arosa explained that since New Jersey began its nation-leading solar energy program more than 15 years ago, some residents have been prevented from enjoying the benefits of solar energy due to a range of limitations.

For example, some residents live in multi-family buildings with insufficient roof-space to erect solar panels to power all dwellings within the building. Some residents are renters with leases. Others have financial limitations that preclude them from making the large up-front investment to install solar. Meanwhile, some residents live inhomes that are shaded by trees making their homes unsuitable for solar power.

Arosa explained that the New Jersey Board of Public Utilities is conducting a Community Solar Pilot Program whereby these under-served residents can realize the benefits of solar by procuring solar energy that is produced at a site that is geographically different from where they live.

Arosa proposes to use the rooftop of the warehouse at 62 Veronica Av to produce solar energy which will then be distributed to certain residents of Somerset, along with those living in other areas in Somerset County and adjacent countiesthrough the existing electrical grid. We understand that at least 51% of the solar energy will be distributed to residents classified as having Low and Moderate Incomes (LMI). Moreover, for those residents that elect to purchase energy produced by the solar system, we understand that and that this energy will be sold them at rates 10% - 20% lower than those prevailing from PSE&G.

Finally, Arosa explained that they intend to provide job training in solar installation to disadvantaged residents of SomersetCounty and that the top graduates of this training program will be offered employment in the installation of the solar system in Somerset.





NYC
OFFICE:
40 WALL ST, 60TH FLOOR
NEW YORK, NY 10005 | 212-659-5270

NJ

OFFICE:

1825 SWARTHMORE AVE SUITE C1 LAKEWOOD, NJ 08701 | 732-987-7704

WWW.OJCHAMBER.COM

The OJ Chamber of Commerce strongly supports this project for a variety of reasons:

- The project will allow residents of Somerset County's abundant multi-family building stock to realize financial savings from solar power.
- The project's focus on LMI residents will enhance climate equity and environmental justice.
- Construction of the project will provide job training and create local jobs.
- The operation of the project will reduce air pollution. In fact, it is estimated that his project will produce enough clean energy to power 70 houses or 145 small apartment units.
- The project is situated on a commercial rooftop with no alternative use. The project does not disturb green space or land that could otherwise have a higher and better use to the people of Somerset.
- The project will help to make Somerset a leader in the fight against climate change.

I sincerely hope that the Board of Public Utilities approves this project.

Duvi Honig

Founder/CEO

Orthodox Jewish

Chamber of Commerce





To whom it may concern,

I am writing in support of Arosa Solar's proposal for a community solar project in the Central Jersey area. Nesivos Pathways intends to partner with Berkowatts Electric to deliver a workforce training program in solar PV installation to prepare local trainees from the community for an employment opportunity with Arosa Solar.

Nesivos Pathways is a strong and innovative non-profit organization dedicated to improving lives since 2013. Headquartered in Lakewood NJ, Nesivos Pathways is committed to uplifting teenagers and their families through its innovative continuum of care. Our organization is a force for positive change in our community. We have a proven track record of accomplishments working with neighborhood residents, schools, government leaders, and corporate partners, from across the community. Through our work we have turned into a rallying point for troubled teens desperate for a bit of love, a kind word and a surrogate home. Nesivos Pathways has developed a comprehensive workforce development program inclusive of employment and social services dedicated to supporting community residents in preparing for and obtaining economic mobility through sustainable positions, especially those located within Central Jersey.

Berkowatts Electric was founded in 2010 by Israel Berkowitz, a licensed electrician. From a beginning of 12 workers, Berkowatts Electric has grown to one of the premier solar installers in the Tri State area. NABCEP certified, and with over 30 full time solar installers, they have by now installed over 52,000,000 KW's of solar.

A partnership with Berkowatts Electric will certainly offer additional value to local residents and expand training and job opportunities within the program. Through this program, Nesivos Pathways will partner with Berkowatts Electric to provide a hands-on solar installation training program to eligible candidates. During the two-week course, students will learn about green construction, including carpentry and electrical work; become accustomed with and practice using hand and power tools and equipment; understand solar energy systems, components, and building code requirements; and participate in hands-on training to install rooftop solar arrays. Students who complete this program will have an opportunity to interview with Arosa Solar for solar installer jobs on its community solar project in the Central Jersey area.

Sincerely,

Moshe Tendler



1/28/2021

To whom this may concern:

This is to confirm that, as in the past, Energy Analysis Group will work together with Arosa Solar, Inc to provide energy audits and energy efficiency upgrades to the Community Solar Subscribers. The energy audit will assess all electrical items in the building, such as HVAC, lighting, pumps, refrigerators, etc.

Thank you.

Asher Hartman