

Section B: Com	nmunity Solar Energy Project Description	n
	l be used to reference the project in cor	
		••
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:
	njeteune	
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, c	omplete if applicable):	
		ame:
Daytime Phone:	Email:	
Mailing Address:		
		Zip Code:
IV. Property/Site Owner Informa	ition	
Duananti Ouran Gamanan /Entitu	v. Name av	
Property Owner Company/Entity		
		ame:
Applicant Mailing Address:		
Municipality:	County:	Zip Code:
W. G. L. G. L. II G	<u>new Jers</u>	evs
V. Community Solar Subscriber (Organization (optional,	complete if known)
		menerou
	_	ation," is left blank and the proposed project is
4 0 1 1		nity Solar Energy Pilot Program, the Applicant must
inform the Board of the informat	tion below once the Su	bscriber Organization becomes known.
•		nal, complete if applicable):
		ame:
Mailing Address:		
Municipality:	County:	Zip Code:
VI. Proposed Community Solar F	acility Characteristics	
Community Solar Facility Size (as	denominated on the	PV panels): MWdc
*Any application for a system la	rger than 5 MWdc wil	be automatically eliminated. If awarded, projects
will be held to the MWdc size in	dicated in this Applicat	tion.
Community Solar Facility Locatio	n (Address):	
		Zip Code:
Name of Property (optional, com	nplete if applicable):	



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)
	If "Yes," the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.
	*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either "funded parkland" or "unfunded parkland" under N.J.A.C. 7:36, or land purchased by the State with "Green Acres funding" (as defined at N.J.A.C. 7:36).
4.	The proposed community solar facility is located, in part or in whole, on (check all that apply):
	☐ a landfill (see guestion 7 below)
	a brownfield (see question 8 below) ergy.com
	☐ an area of historic fill (see question 9 below)
	\square a rooftop (see question 10 below)
	\square a canopy over a parking lot or parking deck
	\square a canopy over another type of impervious surface (e.g. walkway)
	\square a water reservoir or other water body ("floating solar") (see question 11 below)
	\square a former sand or gravel pit or former mine
	☐ farmland* (see definition below) Please See Back Tax Certification In Attachments
	☐ other (see question 5 below):
	*Farmland is defined as land that has been actively devoted to agricultural or horticultural use and that is/has been valued, assessed, and taxed pursuant to the "Farmland Assessment Act of 1964," P.L. 1964, c.48 (C. 54:4-23.1 et seq.) at any time within the ten year period prior to the date of submission of the Application.

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



6.	The proposed community solar facility is located, in part or in whole, on land located in: the New Jersey Highlands Planning Area or Preservation Area the New Jersey Pinelands If the project is a ground mounted project (i.e. not rooftop or canopy), and answered "Yes" to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.
7.	If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm :
8.	If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property?
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")
7	New Jersey's
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.



	Will the use restriction(s) be required to be modified by variance or other means?
	If "Yes," explain the modification below.
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18.	The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This
	represents site improvements beyond required basic site improvements \square Yes \square No
	If "Yes," explain below, and provide any substantiating documentation in an attachment. Explain
	how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is
	expected to help local ecosystems, and whether the proposed pollination support has received
	certifications or other verification.
	New Jersey's
	cleanenergy
19.	njcleanenergy.com This question is for informational purposes only, and will not impact the Application's score. The
	Board is interested in learning more about ways in which "dual use" projects may be implemented
	in the Pilot Program:
	The proposed community solar facility is a "dual use" project: i.e. the project site will remain in active agricultural production throughout the life of the project (e.g. crop production under or
	between the panels, livestock grazing)
	*Wildflower planting or other pollination support is not considered dual use for purposes of this question (pollination support is question 18).
	If "Yes," explain what agricultural production will be maintained on the site and will be consistent
	with the presence of a solar system. Provide any substantiating documentation in an attachment.



VIII. Permits

1.	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.
	Pi Ciednenerdi I
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)
Jo.		
A No	ew Jersey's	
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 she	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)
	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>
	If "Yes," name of the anchor subscriber (optional): Estimated or anticipated percentage or range of the project capacity for the anchor subscriber's subscription:
8.	Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants?
	subscription are being passed through to the tenants? New Jersey's Cleding passed through to the tenants?
	njcleanenergy.com program M
	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.J.A.C. 14:8-9.5(a).



10.	Product Offering for LMI subscribers: (The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)						
	The subscription proposed offers guaranteed or fixed savings to subscribers Yes No If "Yes," the guaranteed or fixed savings are offered as: A percentage saving on the customer's annual electric utility bill						
	☐ A percentage saving on the customer's community solar bill credit ☐ Other:						
	If "Yes," the proposed savings represent:						
	\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.						
	BPUIL						
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 HOLL THE TIME						
	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 onetime election prior to the delivery of any energy from the facility, for SRECs or Class I RECs, as applicable, or to any subsequent compensations as determined by the Board pursuant to the Clean Energy Act." Consistent with the Clean Energy Act of 2018, the Board is no longer accepting applications for the SREC Registration Program ("SRP"). Projects granted conditional approval to participate in PY2 will be eligible to apply for the TI Program.

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



XII. Other Benefits

1.	. The proposed community solar facility w	ill be paired wit	h storage	□ Yes□ No
	If "Yes," please describe the proposed sto	orage facility:		
	a. Storage system size:	MW		MWh
	b. The storage offtaker is also a	subscriber to	the proposed	community solar facility
				□ Yes □ No
*C	Community solar credits will only be provi	ded to commu	nity solar gene	ration; credits will not be
pro	rovided to energy discharged to the grid fro	om a storage fac	ility (i.e. no "do	ouble counting").
2.	. The proposed community solar facility w	•		0 0
				🗆 Yes 🗆 No
	If "Yes," how many EV charging stations:			
	Will these charging stations be public and	d/or private?		
	Please provide additional details:			



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 \square Yes \square 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 \square Yes \square 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)
	No," the project will not be considered for eligibility as an opt-out community solar project.
C.	The proposed opt-out project has been authorized by municipal ordinance or resolution
If '	Yes," attach a copy of the municipal ordinance or resolution allowing the development,
	nership, and operation an opt-out community solar project, contingent on the proposed rules
	ng approved by the Board.
	No," the project will not be considered for eligibility as an opt-out community solar project.
	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
	nicleanenergy.com. □ Yes □ No
If "	No," the project will not be considered for eligibility as an opt-out community solar project.
Ε.	Describe the process by which the municipality will identify the customers that will be
	automatically enrolled in the proposed opt-out project:

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



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





Section C: Certifications

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

aaA			

The undersigned warrants, certifies, and represents that:

- 1) I, <u>Brett Nichael</u> No H (name) am the <u>member</u> (title) of the Applicant <u>Broadway</u> <u>Energy UL</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: Brett Michael Va	Date: <u>44/202</u>	1
Print Name: Brettano H		
Title: Member	Company: Broadway	Energy LLC
Commonwealth of Pe Signed and sworn to before me on the Shudra D Cherdy	nnsylvania County is 4th day of February 20%	of Cancaster 11 by Brett Michael Nolt
Name	Commonwealth of Pennsylvania - Notary Seal Kendra Denise Chadwick, Notary Public Lancaster County My commission expires June 1, 2021 Commission number 1313238	
	Manufacture Description of Notaries	

Member, Pennsylvania Association of Notarie Page 27 of 38



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, Alexander | furt (name) am the Owner | President (title) of the Project Developer Meadow Villey Electric (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: Alexander Africa Date: 2/4/2021
Print Name: Alexander Hurst Title: One President Company: Meadow Valley Electric Commonwealth of Pennsyl ranice Councie of Lancaster Signed and sworn to before me on this 4th day of february 2021 by Alexander Hurst.
Mercura & Chadwill Commonwealth of Para
Name Kendra Dennise Chadwick, Notary Public Lancaster County My commission expires June 1, 2021 Commission number 1313238 Member, Pennsylvania Association of Notaries



Project Owner Certification

The undersigned warrants, certifies, and represents that:

Applicant Certification on behalf of my organization; and

1)	1, Brett Nich	rael No 14	(name) am	the	member	x	(t	itle)	of	the
	Project Owner	Broadway	Energy LLC	_ (nam	e) and h	ave been	authorized	to	file	this

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.

21 .1 22 222	
Signature: Broth Michael NA	Date: 2/4/2021
Print Name: Brett Michael Nott Title: <u>Number</u> Commonwealth of Pennsylvanira Signed and sworn to before me on this <u>Lithar</u> Andrew Schadure	mpany: <u>Broadway Energy Ul</u> County of Lancaster y of February 2021
Signature Hendra D Chadw 14 Name	Commonwealth of Pennsylvania - Notary Seal Kendra Denise Chadwick, Notary Public Lancaster County My commission expires June 1, 2021 Commission number 1313238 Member, Pennsylvania Association of Notaries



Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, <u>Bruth Michael Nott</u> (name) am the <u>Member</u> (title) of the Property <u>Broadvay Energy 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 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: Breth Michael 1614	Date: 2/4/2021
Print Name: Brett Michael Nolf	
Title: Nember	Company: Broadway Energy LLC
Commonwealth of Pennsylva	n tou
County of Lan caster Signed and sworn to before me on this 4#	day of February 2021 Gy Brett Michael Nolt.
herebra & Chadwich	10017,
Signature Mendrer D Chadwick Name	Commonwealth of Pennsylvania - Notary Seal Kendra Denise Chadwick, Notary Public Lancaster County My commission expires June 1, 2021 Commission number 1313238

Member, Pennsylvania Association of Notaries



Subscriber Organization Certification (optional, complete if known)

The un	dersigned warrants, certifies, and represents that:
1)	I, (name) am the (title) of the
	Subscriber Organization (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
۵١	knowledge or on inquiry of individuals with such knowledge; and
3)	The community solar facility proposed in the Application will be constructed, installed, and
	operated as described in the Application and in accordance with all Board rules and applicable laws; and
4)	My organization understands that information in this Application is subject to disclosure under
	the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trade
	secret information should be submitted in accordance with the confidentiality procedures set
	forth in N.J.A.C. 14:1-12.3; and
5)	I acknowledge that submission of false information may be grounds for denial of this
	Application, and if any of the foregoing statements are willfully false, I am subject to
	punishment to the full extent of the law, including the possibility of fine and imprisonment.
Signatu	re: Date:
0	
Print N	ame:
Title: _	njcleCompany:gv.com
Signed	and sworn to before me on this day of, 20
 Signatu	ure
Name	



Castian	D. A		. a:
Section	D: A	pper	IUIX

Appendix A: Product Offering Questionnaire

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

Exception: This "Product Offering Questionnaire" is optional if: 1) the Applicant is a government entity (municipal, county, or state), AND 2) the community solar developer will be selected by the Applicant via a Request for Proposals (RFP), Request for Quotations (RFQ), or other bidding process. This Questionnaire is Product Offering number _____ of ____ (total number of product offerings). This Product Offering applies to: ☐ LMI subscribers ☐ non-LMI subscribers ☐ both LMI and non-LMI subscribers 1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): 2. Community Solar Subscription Price: (check all that apply) ☐ Fixed price per month ☐ Variable price per month, variation based on: ______ ☐ The subscription price has an escalator of % every 3. Contract term (length): _____ months, or _____ years OR □ month-to-month 4. Fees

5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? ☐ Yes ☐ No

☐ Early Termination or Cancellation fees: _____

☐ Sign-up fee: _____

☐ Other fee(s) and frequency: _____



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	- X 1	1 >
redevelopment from a municipal, county, or state entity.	. \ \ L	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	aiii
Substantiating evidence of project cost in the form of charts and/or		□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	p. 12	□Yes □ No
the Response Action Outcome (issued by the LSRP) or the No Further		
Action letter (issued by DEP).		
(*) If the project is located, in part or in whole, on an area of historic fill:	p. 12	\square Yes \square No
copy of the Response Action Outcome (issued by the LSRP) or the No		
Further Action letter (issued by DEP).		
Substantiating evidence that the proposed community solar facility has	p. 14	□Yes □ No
been specifically designed or planned to preserve or enhance the site (e.g.		
landscaping, site and enhancements, pollination support, etc.).		



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.		





Appendix C: Evaluation Criteria

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

	Max. Points (total possible points: 100)
	25
Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, floating solar on water bodies at sand and gravel pits that have little to no established floral and faunal resources (*) Medium preference, e.g.: floating solar on water bodies at water treatment plants that have little to no established floral and faunal resources (*) No Points, e.g.: preserved lands, wetlands, forested areas, farmland Bonus points for site enhancements, e.g. landscaping, land	Max. possible bonus points: 3 Max. possible bonus points: 2



	1
Community and Environmental Justice Engagement	15
Higher preference: formal agreement, ongoing collaboration or effective	
partnership with municipality and/or local community organizations	
and/or affordable housing provider (per Section X, Questions 1, 2, and 3)	
Medium preference: consultation with municipality and/or local	
community organization(s) and/or or affordable housing provider (per	
Section X, Question 4)	
No Points: no collaboration or collaboration has not been proven	
Product Offering	15
Higher preference: guaranteed savings >20%, flexible terms*	
Medium preference: guaranteed savings >10%, flexible terms*	
Low preference: guaranteed savings >5%	
No Points: no guaranteed savings, no flexible terms*	
*Flexible terms may include: no cancellation fee, short-term contract	
Other Benefits	10
Higher preference: Provides jobs and/or job training and/or	
demonstrates co-benefits (e.g. paired with storage, EV charging	
station, energy audits, energy efficiency)	V 1 7 2
Geographic Limit within EDC service territory	5
Higher preference: municipality/adjacent municipality	
Medium preference: county/adjacent county	
No Points: any geographic location within the EDC service territory	
Project Maturity	5
Higher preference: project has received all non-ministerial permits;	OKOLL
project has completed an interconnection study	

njcleanenergy.com

ELECTRIC | SOLAR | SECURITY



5 February 2021

New Jersey Clean Energy Program 44 S Clinton Avenue Trenton NJ, 08609

List of Attachments

- Property Back Tax Certification (1 page)
- Delineated Map of Solar Facility (1 page)
- Deed of Property (4 pages)
- Structural Dead load allowance of rooftop subject to solar load as well as building drawings (8 pages)
- JCPL Screenshot of Hosting Capacity (1 page)
- Substantiating Evidence of Project Cost (1 page)
- Substantial Evidence of Site Enhancements (2 pages)
- Evidence of Partnership with LMI Experienced Organization (4 pages)
- Evidence of Consultation with the Community Where Project is Located (1 page)
- Interconnection Study (26 pages)

Brett Nolt Member Broadway Energy LLC.

POWERFUL SOLUTIONS



ELECTRIC | SOLAR | SECURITY

5 February 2021

New Jersey Clean Energy Program 44 S Clinton Avenue Trenton NJ, 08609

To Whom It May Concern:

Please be informed that the land owner of the proposed community solar project located at 2035 State Route 57, Washington NJ, will be the owner of the proposed .99 MW solar PV system and agrees to pay all back taxes for (10) years of non-agricultural assessed land value prior to construction of the project and entrance into the community solar program. This is intended to reinstate the non-farmland nature of this site for development and would ask the board to treat it as such while reviewing this application

For further communication regarding this matter, please contact me at brett@mvegroup.com or 717-875-8942.

Sincerely,

Brett Nolt Member

Broadway Energy LLC.

reth With

POWERFUL SOLUTIONS

MVE GROUP, INC

2010 WEST MAIN STREET

EPHRATA, PA 17522



Prepared By:

RICHARD M. COHEN, ESQ.

Deed

(Bargain and Sale Covenant by Grantor)

THIS DEED is made on December &

, 2018, between

Grantor

2035 & 2043 Route 57, LLC, whose address is 17 West Cliff Street,

Somerville, NJ 08876

Grantee

Broadway Energy LLC, whose address is 2010 West Main St. Ephrata, PA 17522

Consideration

Three Hundred Thirty Thousand Dollars and 00/100 (\$330,000.00)

Conveyance

The Grantor grants and conveys to the Grantee all of the land and all of the buildings and structures located on the land in the Township of Franklin, County of Warren, State of New Jersey, specifically described as follows:

Description

See Schedule A attached

Street Address

Route 57 West, Units #2035 & 2043, Franklin Township, NJ 08808

Lot and Block

Lots 10 and 10.08 Block 16.01

Deed Reference

TRACT 1:(Block 16.01, Lot 10) Being the same land and premises which became vested in Lackland & Lackland, a General Partnership, by Deed from Lackland Properties I, a Limited Partnership, dated January 25, 1993 and recorded February 16, 1993 in the Warren County Clerk's Office in Deed Book 1304, Page 113.

Q0222

Also being the same land and premises which became vested in 2035 & 2043 Route 57, LLC by Deed from Lackland & Lackland, a Partnership, dated August 10, 2017 and recorded December 5, 2017 in the Warren County Clerk's Office in Deed Book 2814, page 11.

Tract 2: (Block 16.01, Lot 10.08) Being the same land and premises which became vested in Lackland Properties I, a Limited Partnership of the State of New Jersey, by Deed from Lackland Properties I, a Limited Partnership of the State of New Jersey, dated April 5, 1989 and recorded April 7, 1989 in the Warren County Clerk's Office in Deed Book 1141, Page 75.

Also being the same land and premises which became vested in 2035 & 2043 Route 57, LLC by Deed from Lackland & Lackland, a Partnership, dated August 10, 2017 and recorded December 29, 2017 in the Warren County Clerk's office in Deed Book 2821, page 52.

EXHIBIT "A"

LAND AND PREMISES situate in the Township of Franklin, County of Warren and State of New Jersey as follows:

TRACT 1: (Block 16.01, Lot 10)

BEGINNING at a point on the Southerly side line of New Jersey State Highway Route 57 where the same is intersected by the dividing line between Lot 10.08, Block 16.01, Township of Franklin in Tax Map on the West and Lot 10.09, Block 16.01, Township of Franklin Tax Map on the East, said point also being on the following three courses and distances from the intersection of the centerline of New Jersey State Highway route 57 with the centerline of Beldleman Road: thence

- 1. Along the said centerline of New Jersey State Highway Route 57 North 72 degrees 03 minutes 30 seconds East 430 feet to a point; thence
- 2. South 17 degrees 56 minutes 30 seconds East 33.00 feet to a point on the said Southerly side line of New Jersey State Highway Route 57 (33 feet South and at right angles from its centerline); thence
- 3. Along the same North 72 degrees 03 minutes 33 seconds East 406.26 feet to said beginning point and running; thence
- 1. Along the aforesaid dividing line between Lots 10.08 and 10.09, Block 16.01, South 17 degrees 56 minutes 30 seconds East 230.00 feet to a angle point; thence
- 2. Continuing along the same South 35 degrees 14 minutes 50 seconds East 204.92 feet to a point; thence
- 3. North 72 degrees 03 minutes 30 seconds East 281.10 feet to a point on the Westerly boundary line of Lot 9, Block 16.01, Township of Franklin Tax Map (lands n/f Warren Vocational School); thence
- 4. Along the same North 23 degrees 35 minutes 06 seconds West 427.72 feet to a point on said Southerly side line of New Jersey State Highway Route 57; thence
- 5. Along the same South 72 degrees 03 minutes 30 seconds West 300.00 feet to the point and place of beginning.

TRACT 2: (Block 16.01, Lot 10.08)

BEGINNING at a point on the Southerly side line of New Jersey State Highway Route 57 where the same is intersected by the dividing line between Lot 10.04, Block 16.01, Township of Franklin Tax Map on the West and Lot 10.08, Block 16.01, Township of Franklin Tax Map on the East, said point also being on the following two courses and distances from the intersection of the center line of New Jersey State Highway Route 57 with the center line of Beidleman Road; thence

- A. Along the said Southerly side line of New Jersey State Highway Route 57 (33 feet South and at right angles from its center line) North 72 degrees 03 minutes 30 seconds East 430 feet to a point; thence
- B. South 11 degrees 56 minutes 30 seconds East 33.00 feet to said beginning point and running; thence
- 1. Along the said Southerly side line of New Jersey State Highway Route 57 North 72 degrees 03 minutes 30 seconds East 406.26 feet to a point; thence
- 2. South 17 degrees 56 minutes 30 seconds East 230.00 feet to a point; thence
- 3. South 35 degrees 14 minutes 50 seconds East 204.92 feet to a point; thence
- 4. North 72 degrees 03 minutes 30 seconds East 281.10 feet to a point on the Westerly boundary line of Lot 9.

EXHIBIT "A"

LEGAL DESCRIPTION

(Continued)

Block 16.01, Township of Franklin Tax Map (lands n/f Warren Vocational School); thence

- 5. Along the same South 23 degrees 35 minutes 06 seconds East 302.57 feet to a point on the Northerly boundary line of Lot 10.03, Block 16.01, Township of Franklin Tax Map; thence
- 6. Along the same South 54 degrees 07 minutes 30 seconds West 509.06 feet to a point on the Easterly boundary line of Lot 10.07, Block 16.01, Township of Franklin Tax Map; thence
- 7. Along the same extended North 35 degrees 14 minutes 50 seconds West 604.88 feet to a point on the Northerly boundary line of Lot 10.05, Block 16.01, Township of Franklin Tax Map; thence
- 8. Along the same South 54 degrees 07 minutes 30 seconds West 119.63 feet to a point on the aforesaid dividing line between Lots 10.04 and 10.08; thence
- 9. Along the same North 17 degrees 56 minutes 30 seconds West 342.83 feet to the point and place of beginning.

TAX NOTE: Being known as Block 16.01, Lot 10 Q0222 & 10.08 Q0222 on the official tax map (For informational purposes only).

Covenant as to Grantor's Acts

The Grantor grants and covenants that the Grantor has done no act to encumber the land. 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 to obtain any legal rights that affect the Property such as by making a mortgage or allowing a judgment to be entered against the Grantor.

Receipt of Consideration

The Grantor has received the full payment from the Grantee.

This conveyance is subject to all easements and restrictions of record, applicable zoning ordinances and the state of facts that an accurate survey would disclose.

Signature of Grantors

The Grantor signs this Deed on the date first above written.

Witnessed By:

2035 & 2043 Route 57, LLC

By Michael # . Lackland, Manager of Lackland and Lackland, LIIC, Sole Member of 2035 &

2043 Route 57, LLC

STATE OF NEW JERSEY COUNTY OF SOMERSET

I CERTIFY that on December 16, 2018, Michael F. Lackland came before me in person and stated to my satisfaction that such person:

(a) made the attached Deed;

was authorized to and did execute this Deed on behalf of 2035 & 2043 Route 57, LLC, the (b) entity named in this Deed;

signed this instrument as the act of the entity; and (c)

made this Deed for \$330,000.00 as the full and actual consideration paid or to be paid for the transfer of title, as defined in N.J.S.A. 46:15-5

> NOTARY PUBLIC OF NEW JERSEY ID # 50035526

My Commission Expires 4/4/2021

844-333-PEAK

www.PeakSteelBuildings.com

706-342-9795 Office / 706-343-1968 Fax P.O. Box 1275, Madison, GA 30650

Purc	hase	Ord	ler
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Buyer

Date:	02/04/2021
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Date: UZ	2/04/2021								. G &	,
Na	ame:	Brett Nolt		,	Company:	В	roadway E	nergy LL	С	
Addr	ress:	2035 State Route	9 57		o Address:		2035 State			
City, ST.	Zip:	Washington, NJ 07		Cit	y, ST. Zip:		Washington	, NJ 0788	32	
		- 8942 Phone:() -		County:		War			
F	Fax: ()	-			Email:		brett@mve	group.cor	n	
			BUILDING	SPECIFIC	ATIONS					
Width:	30' Length:	100' Eave Height				Bay Spacing:	Mix	ed / See L	_ayout	
Building Code	: IBC-2018 L	ive Load: 20	Ground Snow:					iteral Load:	0.5	
Frame Type:	Gable Symmetri	ical Column Type:						: Non-L	oad Bear	ing
Roof Panel:	26 GA PBR	_{Color:} Galva	lume _{Wall Pan}	_{el:} 26 G	A PBR	Color:	Color _T	rim Color:	Color	
cor	ntract. This building will be	igs, Permit Drawings, and Ere manufactured to the codes a concrete, anchor bolts, and a	ection Drawings certified and design loads stated ny other items not norm	for the City, Co above. It is the	unty, and Stat sole responsib eel building, u	pility of the custome	er to verify these co	odes and desig	n loads with y	our local
TYPE	QTY		DOILDING	DESCRIPT						
nsulation:	Total		Drip-X Roof M			ctory Applied	l		Includ	led
						: <i>J</i>			moluc	
Walk Door: Walk Door:										
Windows:		***************************************							***************************************	
ight Panel:		-		,						
-	20	9' v 7' C	commercial Mini	Sories 650) With St	tainlace Stac	l l atches		Includ	
Rollup Door:		•	Offinier Clar Willin	deries out	J VVIII O	tarriess Otec	Lateries		HICIUC	ieu
Rollup Door: Framed Open			9' x 7' W	ith Mullion	Cover ar	nd Trim	 		Includ	led
ramed Open	•									
Eave Cond:	*	ers & Downspouts	Base C	Cond:		Base Cli	р		Includ	led
Fasteners:	Lif	etime Fasteners W	ith Washers / Li	ifetime Roc	of and Wa	all Panel Wa	rranty		Includ	led
Misc:	C	complete Sill and Cl	osure Package	/ Partition	Trim (no	wall gaps)			Includ	ded
Misc:		All Framing o	n Building is Ga	alvanized /	No Red I	ron			Includ	led
Misc:	Sta	amped & Sealed Er	gineered Found	dation Plan	- Warrer	County NJ			Includ	led
			SPECIA	L CONDIT	IONS					
		***** Unit Mix is	20 - 10' x 15' U	nits / See l	.avout **	**			Includ	led
			esigned w/ 5# F			**)			Includ	
PAYMENT	TERMS:	For Ro	oftop Sol	ar Burd	den	FR	EIGHT:		Includ	ded
6,600	0.00 Engineering	g Deposit					LES TAX:		N/A	1
26,40	0.00 Balance Du	ue (Cashiers Check)					OTAL:	\$	33,000	0.00
,		,					is quote is valid fo	or	15	DAYS
This contrac	at subject to the ter	ms set forth above an	d on the reverse	This contr	act become	es valid only af	•			
side hereof,	•	tire agreement between		Officer of	Peak Steel	Buildings, LLC	·.	-		,, un
-	BY BUYER:			CONTRAC	CT ACCEP	TED AND ENT	ERED BY:			
Bla	4 Mith		02/04/2021						02/04/2	:021

PEAK STEEL BUILDINGS Officer

Date

Date

STRUCTURAL NOTES

BUILDER / CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT PLANS AND SPECIFICATIONS COMPLY WITH APPLICABLE REQUIREMENTS OF ANY COVERNING BUILDING AUTHORITY. METAL BUILDING STRUCTURE DESIGNED PER THE FOLLOWING LOADING:

CODE: BC 18
WND (MPH): 114
EXPOSURE: C
ROOF SNOW LOAD (PSF): 21
GROUND SNOW LOAD (PSF): 30
COLLATERAL LOAD (PSF): 35
SEISMIC: 0.330
SEISMIC : 0.300
ETHERMAL COEFFICIENT: 1.00

DESION LOADS DESIGNATED WITHIN CONTRACT AND DRAWINGS DO NOT ALLOW FOR ANY TYPE OF SUSPENCED SYSTEM (E.G. LIGHTS, INSULATION, DUCT WORK, PIPMG, ETC.) SUSPENSION OF ANY LOAD INDUCING SYSTEM IS DEPLICITLY PROHIBITED UNLESS A CORRESPONDING REDUCTION IN CERTIFIED LIVE/SNOW LOADS COM BE PERMITTED BY CODE.

DESIGN AND SPECIFICATION OF BASE STEEL TO CONCRETE SLAB ANCHORING IS NOT THE RESPONSIBILITY OF THE BUILDING MANUFACTURER.

BUILDING MANUFACTURER ASSUMES NO RESPONSIBILITY FOR CONCRETE SLAB FOUNDATION DESIGN, THICKNESS, MATERIALS, SITE SOIL CONDITIONS OR OTHER CONCRETE/MASONRY CONSTRUCTION.

ALL STRUCTURAL CONNECTIONS ARE TO BE MADE PER FASTENING DETAILS PRESENTED HEREIN. ALL STEEL FRAMING AND SHEETING MATERIALS MUST BE INSTALLED TO VERTICAL PLUMB AND HORIZONTALLY LEVEL.

THE BUILDING MANUFACTURER AND THE PROFESSIONAL ENGINEER SEALING THESE DRAWINGS ARE NOT THE PROFESSIONAL ENGINEER OF RECORD FOR THE ENTIRE PROJECT. THE PROFESSIONAL ENGINEER'S SEAL PERTAINS GOINT TO THE STREAM CHOSEN FOR APPLY TO THE METAL BUILDING SYSTEM. TIGOSEN NOT APPLY TO THE PROJECT OF THE PROJECT OF

JOBSITE / FIELD CONDITIONS NOTES:

BUILDING MANUFACTURER ASSUMES NO RESPONSIBILITY FOR MAY LOADS TO STRUCTURE NOT INDICATED AT THE TIME OF PURCHASE, MAY ALTERATIONS TO THE STRUCTURAL SYSTEM, REMOVAL OF MY COMPONENT PASTS OR THE ADDITION OF OTHER CONSTRUCTION MATERIALS OR LOADS MUST BE DONE UNDER THE DIRECTION OF REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER.

ALL CONCRETE AND MASONRY CONSTRUCTION MUST BE FLAT, LEVEL AND SQUARE PER THE SLAB PLAT DIMENSIONS HEREIN.

ALL JOBSITE DIMENSIONS AND CONDITIONS SHALL BE FIELD VERIFIED BEFORE ERECTION OF BUILDING STRUCTURE.

ALL OMISSIONS, CONFLICTS AND DISCREPANCIES SHALL BE REPORTED TO THE BUILDING MANUFACTURER BEFORE PROCEEDING WITH PROJECT WORK.

ALL TEMPORARY SUPPORTS SUCH AS GUYS, BRACES, FALSEWORK, CRIBBING, WINDBRACES OR OTHER ELEMENTS REQUIRED FOR THE BUILDING ERECTION ARE TO BE DETERMINED BY AND SUPPLIED BY BUILDER/CONTRACTOR.

BUILDING MANUFACTURER HAS MADE A COMMITMENT TO MANUFACTURE QUALITY BUILDING COMPONENTS THAT CAN BE SAFELY FERCIED, JOB SITE SAFELY INSTRUCTION, SAFETY EQUIPMENT AND CONDITIONS ARE THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR.

ALL COMPONENTS SHIPPED SHALL BE THOROUGHLY INSPECTED AND ACCOUNTED FOR AT THE TIME OF DELMERY. ALL MATERAL SHORTAGES OR DEFECTS MUST BE REPORTED WITHIN FIVE (5) WORKING DAYS OF MATERIAL DELIMENT OF THE BUILDING MANIPACTURER.

DIAPHRACM ACTION OF THE METAL PANELS AT INTERIOR PARTITION WALLS IS UTILIZED FOR THE STABILITY OF THIS BUILDING. ANY MODIFICATION OR UNAUTHORIZED CUTTING OF INTERIOR PARTITION PANELS IS EXPRESSLY PROHIBITED BY THE BUILDING MANUFACTURER.

PARTITION PANELS HAVE BEEN SUPPLIED TO REACH ROOF LINE. THE TOP PARTITION PANEL CAN BE NOTCHED TO MATCH ROOF LINE AND CLEAR PURLIN LEG TO CLOSE IN THE UNIT AS DESIRED.

INSTALLATION NOTES:

FIELD CUTTING OF STRUCTURAL, SHEETING AND TRIMS FOR SPLICE AND FINAL FITTING OF COMPONENTS IS REQUIRED.

ALL ROOF PANEL LAPS SHALL BE SEALED WITH 3/8" (MINIMUM) WIDTH MASTIC TAPE AS PROVIDED FO PROJECT, ALL SHEET PROFILE FORM CLOSURES AT EAVE, WALL AND RIDGE CONDITIONS AS PROVIDED FOR PROJECT MUST BE INSTALLED AS SHOWN HEREIN.

WALL PANELS AND WALL TRIMS, AT INTERIOR AND EXTERIOR, ARE TO BE SET WITH 1/4" CLEARANCE ABOVE CONCRETE SURFACES AND AT ANY LOCATIONS WHICH MAY BE SUBJECTED TO CONTACT WITH STANDING WATCH.

LAP ALL FLASHINGS 2" MINIMUM AND SEAL AS REQUIRED FOR WATER TIGHTNESS

ALLOW 1/4" TOLERANCE AT EACH END FOR PURLINS, HEADERS AND GIRTS.

DRAWING INDEX A1 LEAD SHEET, GENERAL NOTES, SCHEDULES, ROOF PLAN A2 ELEVATIONS A3 ELEVATIONS A4 ELEVATIONS A5 SLAB LAYOU A6 STUD LAYOU A7 UNIT LAYOU A8 REACTIONS

STANDARD ABBREVIATIONS

ABOVE THISHED FLOOR 1960 PURISHED BY OTHERS OF ON POPSITE HAND ON POPS STANDARD ABBREVIATIONS

100"-0" OUT-TO-OUT OF STEEL - J. -

ROOF SHEETING & TRIM

CLUSURE NOTE:

(...) INSIDE CLOSURES INCLUDED FOR LOW EAVE,
INSTALL BTR TAPE ON TOP AND BOTTOM OF INSID
CLOSURE (SEE DETAILS AND INSTALLATION GUIDE)) INSIDE CLOSURES INCLUDED FOR BASE OF TERIOR WALL PANELS. KEY PLAN __) OUTSIDE CLOSURES INCLUDED FOR RAKE. (_) OUTSIDE CLOSURES INCLUDED FOR ROOF AND WALL OF HIGH EAVE.

STRUCTURE ABBREVIATIONS

(84) - 84216R 4 X 2 X 160A ANGLE (5.9) (BC) - U42518Z 4 1/8 X 2 7/8 X 160A CHANNEL (9.9) (C4) - C4216R 4 X 2 X 160A CEE (8.9) (C6) - C82516R 8 X 2 1/2 X 160A CEE (11.9) - FLOOR BASE ANGLE - FLOOR BASE CHANNEL (ML) - 29GA. M-LOC WALL PANEL (RL) - 29GA, R-LOC WALL PANEL (PL) - 29GA. PANEL-LOC WALL PANEL (RR) - 26GA. PBR ROOF PANEL - 4" COLUMN (C6) — C62516R 6 X 2 1/2 X 16GA. CEE (1.9)
((M) — C4216R 4 X 2 X 16GA. CEE (8.9)
((M) — C43516R 4 X 3 1/2 X 16GA. CEE (1.9)
(C5) — U4216R 4 1/5 X 2 3/6 X 16GA. CEE (1.9)
(C5) — E64516R 4 X 6 X 15 X 16GA. STRUT (13.9)
((G) — C4216R 4 X 6 X 16GA. CEE (8.9)
((H) — S4216R 4 X 2 X 16GA. CEE (8.9)
((H) — S4216R 4 X 2 X 16GA. CEE (8.9)
((H) — S4216R 6 X 2 1/2 X 16GA. CEE (8.9)
((H) — C4216R 6 X 2 1/2 X 16GA. CEE (8.9)
((H) — C4216R 6 X 2 1/2 X 16GA. CEE (8.9)
((H) — C4216R 6 X 2 1/2 X 16GA. CEE (1.9)
((M) — C12416R 12 X 6 X 16GA. CEE (1.9)
((M) — S4216R 4 X 2 X 2 X 16GA. CEE (2.9) - 6" COLUMN

- FLOOR CLIP

– GIRI – HALL TOP ANGLE

- HALL TOP ANGLE
- DOOR HEAD REINFORCEMENT
- JACK RAFTER
- MULLION

- GIRT

- MINI CLIP

- ROOF PURLIN

RAKE ANGLE - RIDGE STRUT

(JR) - C62516R 6 X 2 1/2 X 16GA. CEE (11.9) (M) - C12416R 12 X 4 X 16GA. CEE (20.9) (MC) - B4216R 4 X 2 X 2" LONG 16GA. ANGLE (5.9)

(%) = 8421614 * X 2 X 2" LONN 1604 ANALE (5.9) (%) = 2425668 2 1/2 X 4 5 2 1/2 X 1664 ZEE (9.9) (%) = 2625168 2 1/2 X 6 X 2 1/2 X 1664 ZEE (11.9) (%) = 2625168 2 1/2 X 6 X 2 1/2 X 1664 ZEE (11.9) (%) = 842168 8 2 1/2 X 1664 ANGLE (5.9) (%) = 842168 4 X 2 X 1664 ANGLE (5.9) (%) = 6431688 4 X 2 X 1664 STRUT (13.9)

(RW) - 26GA, PBR WALL PANEL (CL) - 24GA, CENTRAL-LOC SSR 24" ROOF PANEL (CL-200) - SSR LOW FIXED CLIF

SHEETING ABBREVIATIONS

(F1) - 1/2" X 2 3/4" CONC, EXPANSION ANCHOR - BASE TO SLAB CONNECTIONS (F2) - 12 X 1 SELE-DRILLING TEX (PLTD) STRUCTURAL STEEL CONNECTIONS (F3) - 12 X 1 SELF-DRILLING TEX (PLTD) (F4) - 12 X 2 SELF-DRILLING TEX (PLTD) PARTITION SHEETING - PARTITION ANGLE CONNECTIONS (F5) - 12 X 1 1/4 WASHER TEK (PTD) - EXTERIOR WALL SHEETING (F6) - 12 X 1 1/4 WASHER ZAC (PTD)(PLTD) (F7) - 12 X 1 1/4 WASHER TEK (PTD) - ROOF SHEETING - EXTERIOR TRIM DRILLER (F8) - 12 X 7/8 WASHER TEK (PTD) - EXTERIOR WALL PANEL LAP

(F9) - 12 x 7/8 WASHER ZAC (PTD)(PLTD) (F10) - 12 x 7/8 WASHER TEK (PTD) - ROOF PANEL LAP - EXTERIOR TRIM LAP (F11) - 1/8 POP RIVET - EXTERIOR TRIM (F12) - 12 X 1 1/4 WASHER TEK (PTD) - INTERIOR WALL SHEETING

 INTERIOR TRIM DRILLER
 INTERIOR WALL PANEL LAP (F14) - 12 X 7/8 WASHER TEK (PTD) (175) — 1.2 × 7/9 wissest tric (rm)(p=15) — anticisen man format. (177) — (171) — (174

FASTENER ABBREVIATIONS

(CLIN)

(IN) (OU)

(CM)

(DK)

TRIM ABBREVIATIONS (ICB) - INSIDE CORNER BOX - 7/8" ROLL MASTIC - R PANEL INSIDE FOAM CLOSURE (JA) - DOOR JAME TRIM - R PANEL OUTSIDE FOAM CLOSURE (UC) - DOOR JAMB COVER TRIM

(GEOCEL) - GUTTER SEAL (MC) - DOOR MULLION COVER TRIM - R PANEL INSIDE CORNER TRIM
- R PANEL OUTSIDE CORNER TRIM (OCB) - OUTSIDE CORNER BOX (PB) - PEAK BOX - DOOR CORNER MULLION TRIM (REND) - RAKE TRIM END CAR DOWNSPOUT WITH KICK OUT (RT) - RAKE TRIM

(TI) - ROOF TIE IN TRIM (TR) - ROOF STEP TRANSI (DSS) - DOWNSPOUT STRAP (EF) (FRC) EAVE FLASHING - ROOF STEP TRANSITION FLASHING - FORMED RIDGE CAP (4SP) - 40Z, TOUCH UP SPRAY PAINT - GUTTER END CAP

(GE) GUTTER HANGER STRAP (GII) - CLITTER (HC) DOOR HEAD COVER TRIM (HE) (HI) (HT) - DOOR HEAD TRIM - HIGH EAVE TRIM - HALL TOP TRIM

JOB ID: 13910

A 1

NK STEEL BUILDINGS
PO Box 1275
Madison, 6A 30660
Phons: 844-339-7326
Fer: 706-349-1988

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APPROVAL PRINTS ISSUED R

CONFIDENTIAL AND PROPRIETARY INFORMATION
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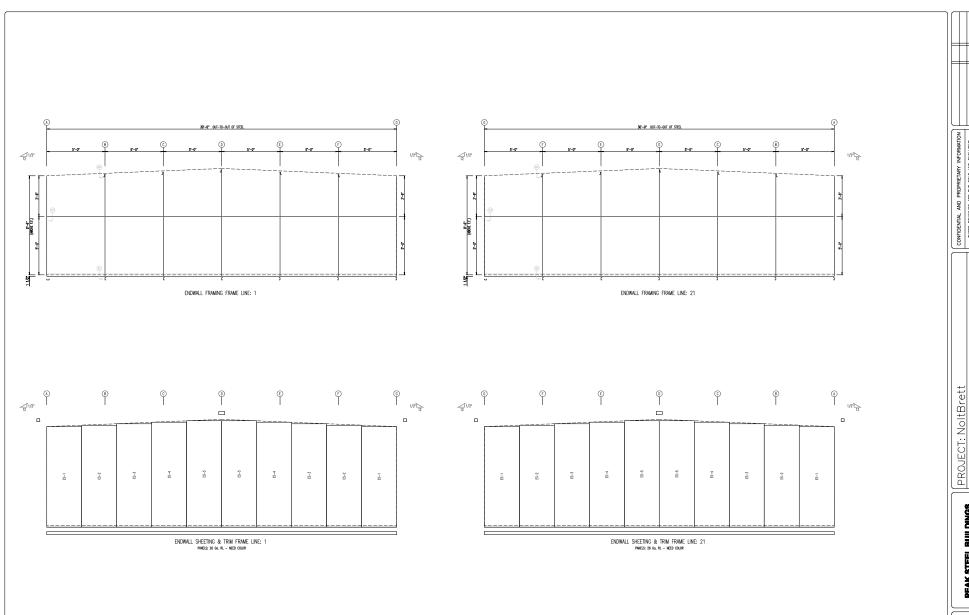
Washington

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CITY: STATE:

INFORMATION

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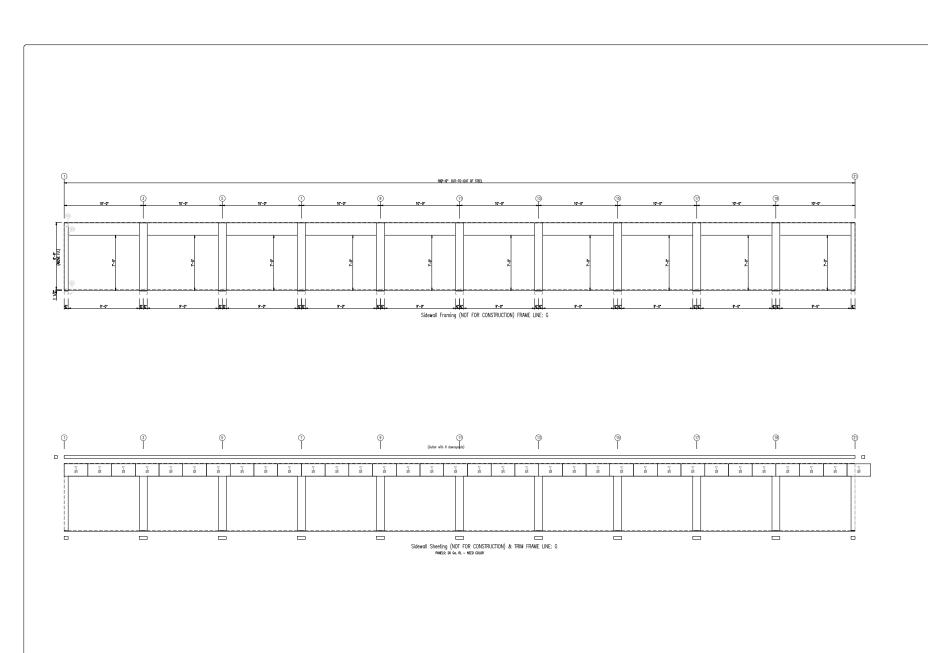
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PROJECT: NoltBrett
SIZE: 30.0 x 100.0 x 8
CITY: Washington
STATE: NJ

PEAK STEEL BUILDINGS
PO Box 1276
Madison, GA 30850
Phone: 944-353-7328
Fect 708-343-1988

JOB ID: 13910

Sheet A2

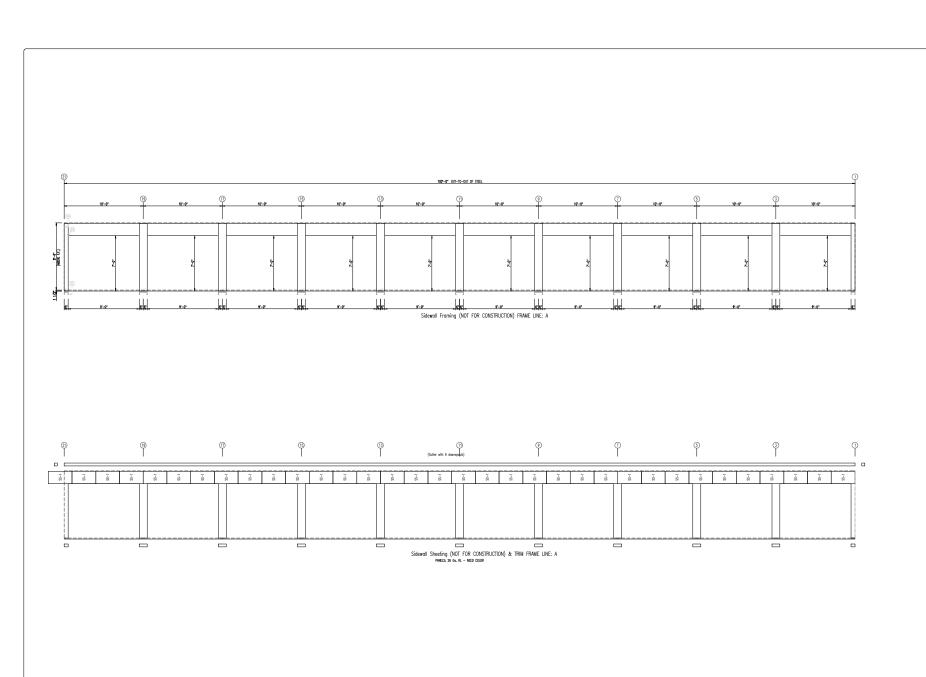


| PROJECT: NoItBrett | Confidential And Proprietary Income. | Confidential And Confident

FAK STEEL BUILDINGS PK PO Box 1276 Mediens, GA 30850 Prome: 844-883-7228 Fac: 706-345-1886

JOB ID: 13910

Sheet A3



MOTON

STREAM

TABLE

APPROVAL

ALL

PRINTS ISSUED FOR BY DATE

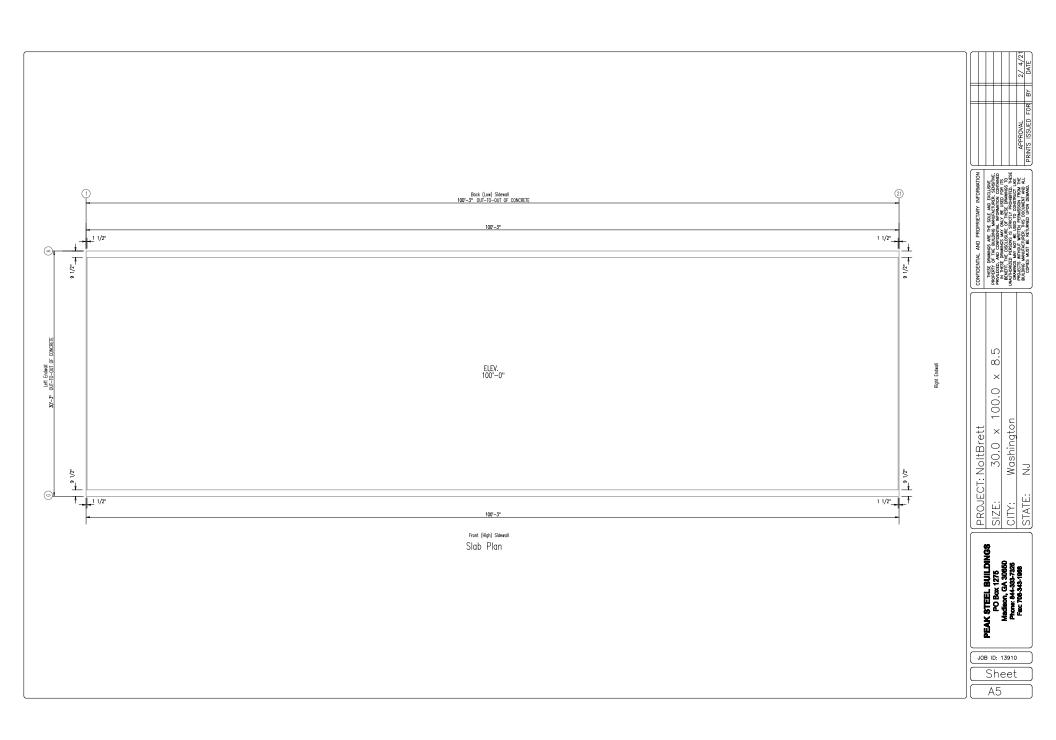
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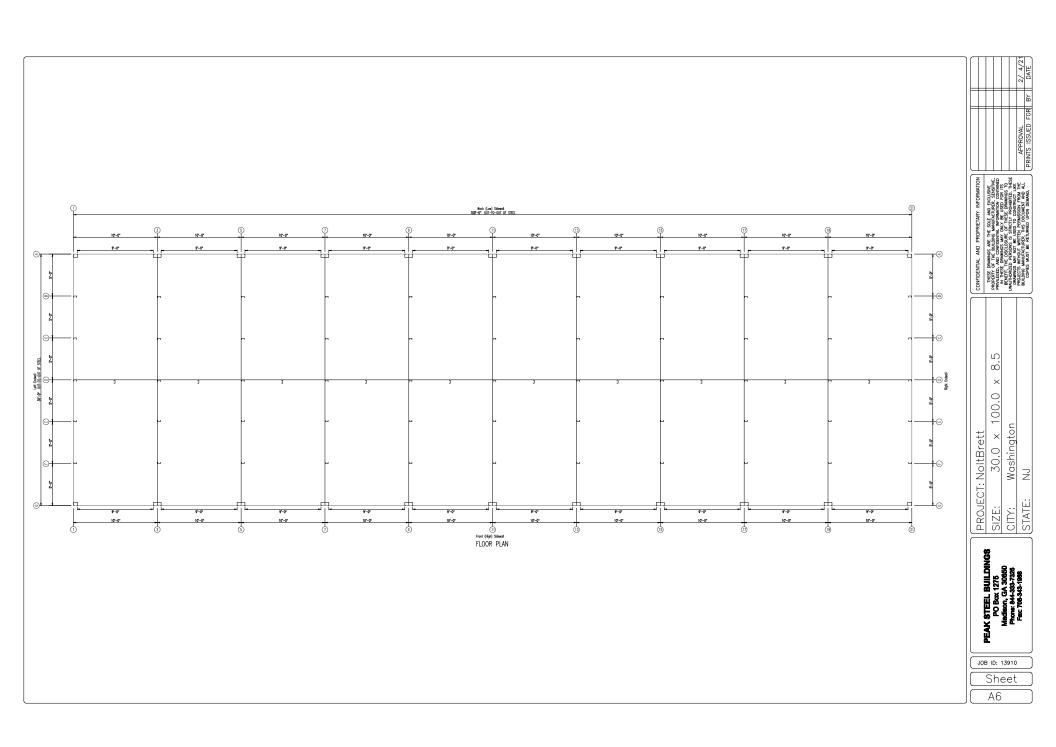
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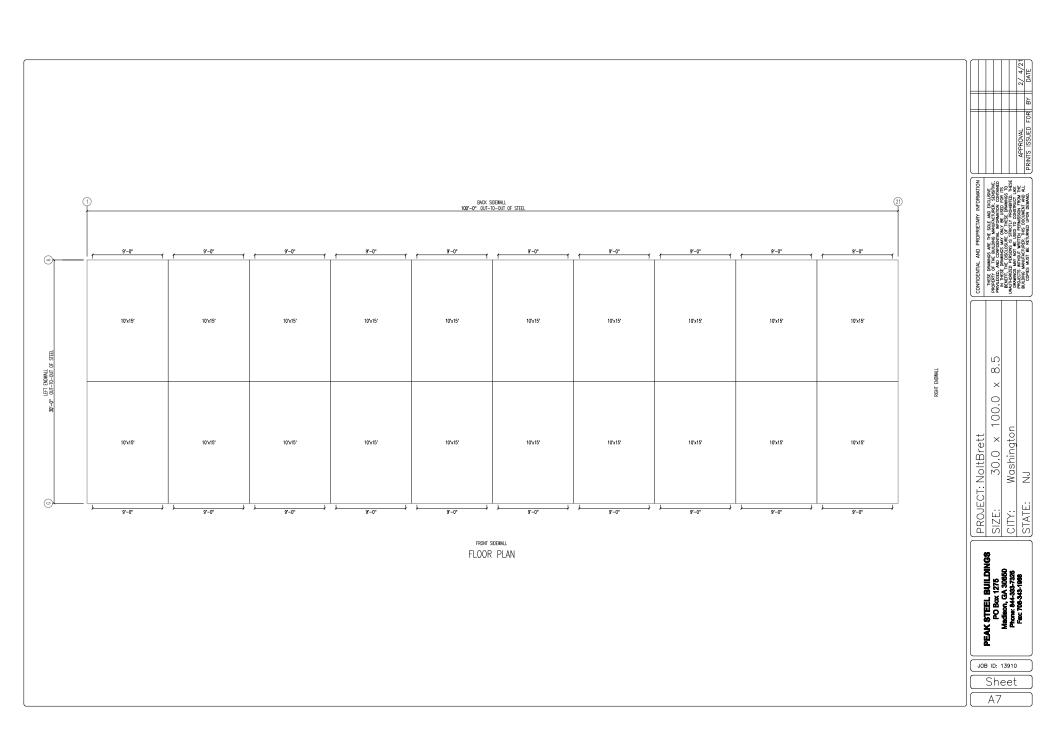
PEAK STEEL BUILDINGS PO Box 1276 Mediaon, GA 30850 Phone: 944-353-7228 Fac: 708-343-1988

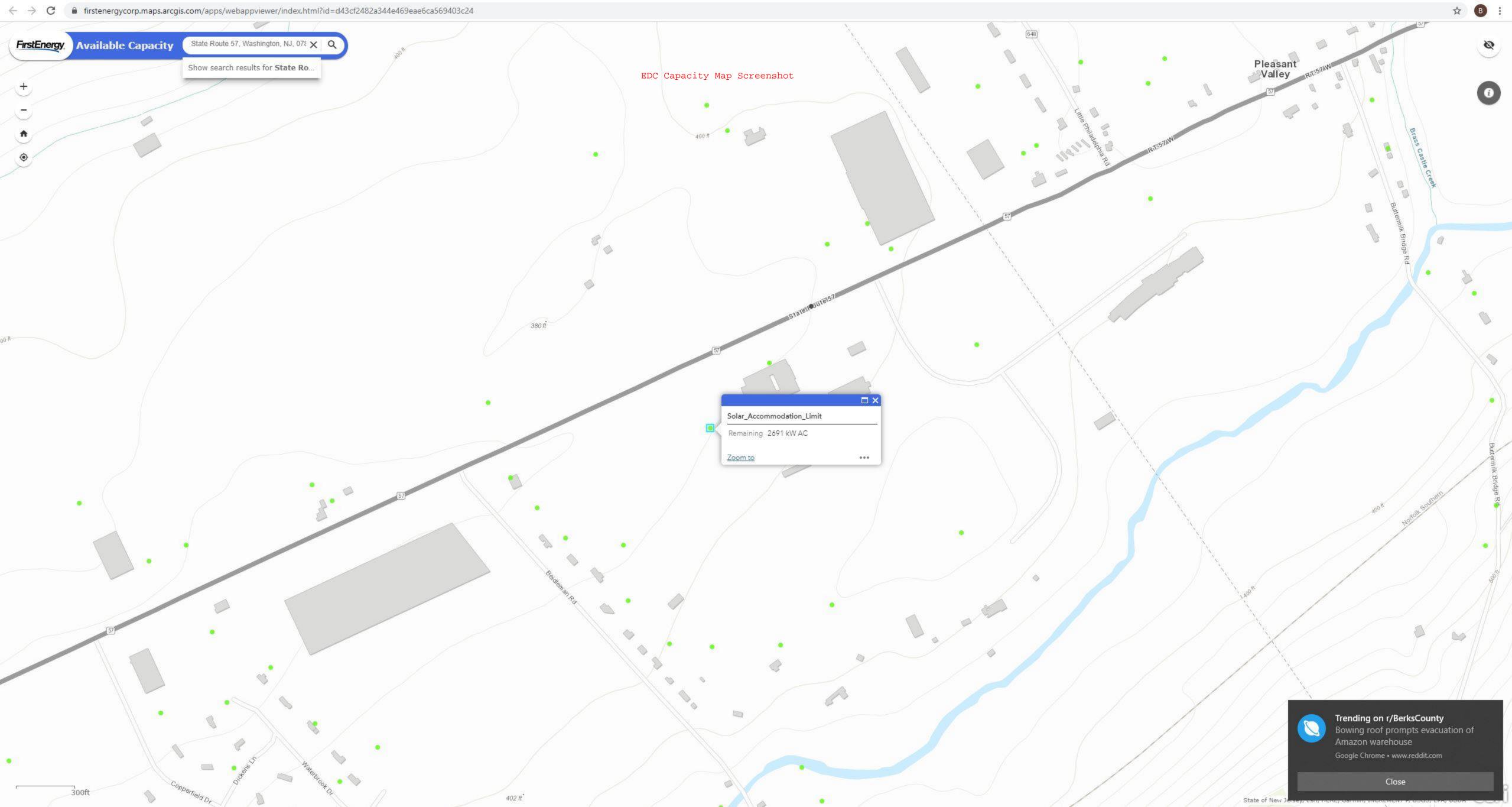
JOB ID: 13910

Sheet A4

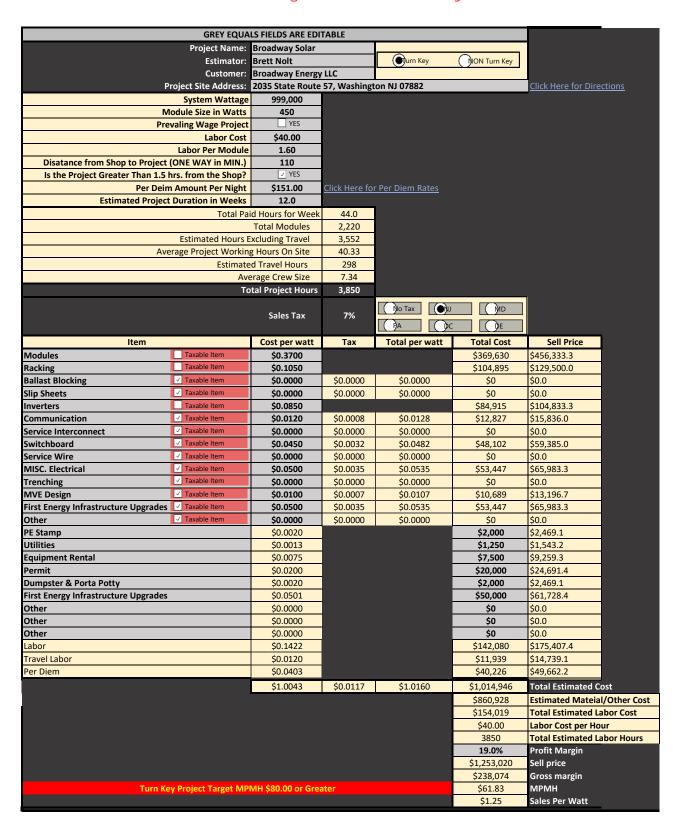


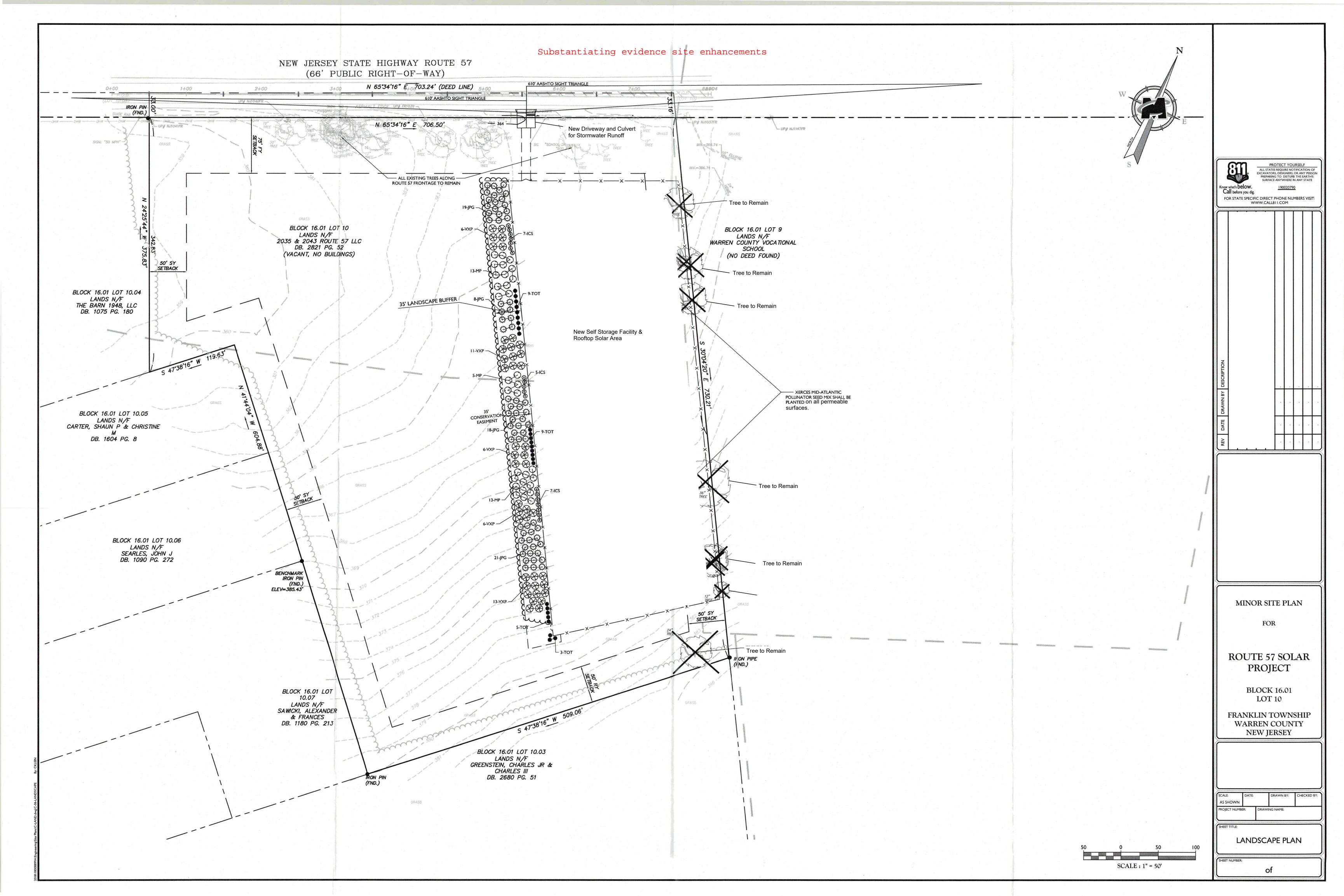






Substantiating Evidence of Project Cost





GENERAL PLANTING NOTES

I. THIS PLAN SHALL BE USED FOR LANDSCAPE PLANTING PURPOSES ONLY. EXAMINE ALL ENGINEERING DRAWINGS AND FIELD CONDITIONS FOR SPECIFIC LOCATIONS OF UTILITIES AND STRUCTURES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR LOCATION CONFLICTS PRIOR TO PLANTING INSTALLATION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES MARKOUTS AND COMPLIANCE WITH ALL FEDERAL, STATE, OR LOCAL CODES, LAWFUL ORDERS OR REGULATIONS GOVERNING UPON THIS WORK.

3. OWNER OF HIS/HER REPRESENTATIVE SHALL BE NOTIFIED PRIOR TO BEGINNING PLANTING OPERATIONS. 4. PLANT MATERIAL

A. PLANT MATERIAL SHALL CONFORM WITH THE ANSI Z60.1-2004 'AMERICAN STANDARD FOR NURSERY STOCK' AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA) IN REGARD TO QUALITY, SIZE OF PLANTING, SPREAD OF ROOTS, SIZE OF ROOTBALL, AND BRANCHING PATTERN.

B. PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, WELL DEVELOPED BRANCHES, DENSELY FOLIATED, VIGOROUS ROOT SYSTEMS AND FREE FROM DEFECTS AND INJURY.

C. ALL PLANT MATERIAL SHALL BEAR THE SAME RELATION TO FINISHED GRADE AT THE NURSERY. THE PLANT MATERIAL SHALL BE PLANTED AT THE SAME LEVEL WHEN PLANTED.

D. PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY TO THE SITE. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO PROTECT THE PLANT MATERIAL FROM DAMAGE PRIOR TO INSTALLATION. E. THE LANDSCAPE ARCHITECT OR OWNER SHALL HAVE THE RIGHT, AT ANY

STAGE OF THE OPERATION, TO REJECT ANY AND ALL PLANT MATERIAL WHICH IN THEIR OPINION DOES NOT MEET THE REQUIREMENTS OF THESE PLANTS. 5. SUBSTITUTIONS: NO PLANT SUBSTITUTIONS SHALL BE PERMITTED WITH REGARD TO SIZE, SPECIES, OR VARIETY WITHOUT WRITTEN PERMISSIONS OF THE MUNICIPALITY, LANDSCAPE ARCHITECT, OR OWNER. WRITTEN PROOF OF THE PLANT MATERIAL

UNAVAILABILITY MUST BY DOCUMENTED BY THE CONTRACTOR. 6. GUARANTEE: PLANT MATERIAL SHALL BE GUARANTEED FOR ONE (I) YEAR AFTER THE DATE OF FINAL ACCEPTANCE. ANY PLANT MATERIAL THAT IS WITHIN THAT TIME PERIOD SHALL BE REMOVED, INCLUDING STUMP, AND REPLACED WITH A SIMILAR SIZE AND SPECIES, AT THE EXPENSE OF THE CONTRACTOR WITHIN ONE YEAR OF ONE GROWING SEASON. TREE STAKES, TREE WRAPS AND PLASTIC CHAINS SHALL BE

REMOVED AT THE END OF THE GUARANTEE PERIOD. 7. PLANTING BEDS: A. PROVIDE PLANTING PITS AS INDICATED ON PLANTING DETAILS. BACKFILL PLANTING PITS WITH WELL DRAINING AND FERTILE SOILS. SOILS SHALL BE SANDY LOAM, FREE FROM DEBRIS, ROCKS, ETC. SOIL TO BE ONE PART EACH OF TOPSOIL,

MOISTENED PEAT MOSS, AND PARENT MATERIAL. B. PLANTING BEDS SHALL RECEIVE FOUR (4) TO SIX (6) INCHES OF DOUBLE SHREDDED HARDWOOD MULCH AND TREATED WITH A PRE-EMERGENT HERBICIDE. NO MULCH SHALL COME IN DIRECT CONTACT WITH ROOT FLARE/COLLAR.

C. SHRUB MASSES SHALL BE PLANTED IN CONTINUOUS MULCHED BEDS. 8. PLANT LOCATIONS: THE LOCATION OF ALL PLANT MATERIAL INDICATED ON THE LANDSCAPE PLANS ARE APPROXIMATE. THE FINAL LOCATION OF ALL PLANT MATERIAL AND PLANTING BEDLINES SHALL BE DETERMINED IN THE FIELD AT THE TIME OF INSTALLATION FOLLOWING THE BASIC INTENT OF THE APPROVED PLANS, UNLESS THERE IS A SPECIFIC DIMENSION OR LOCATION SHOWN.

9. PLANT QUANTITIES: THE LANDSCAPE PLAN SHOULD TAKE PRECEDENCE OVER THE PLANT SCHEDULE IF ANY PLANT DISCREPANCIES OCCUR.

10. PLANT SIZE: THE CONTRACTOR SHALL FURNISH PLANT MATERIAL IN THE CALIPER, HEIGHT, SIZE OR SPREAD INDICATED IN THE PLANT SCHEDULE.

II. PLANTING DATES: PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICES. PLANTING SEASONS ARE DEFINED AS MARCH 15 THROUGH MAY 15 AND SEPT 15 THROUGH NOV 15. PLANTING IS ACCEPTABLE DURING THE WINTER MONTHS IF WEATHER PERMITS, THE GROUND IS NOT FROZEN, AND IN THE SUMMER IF SUPPLEMENTAL WATERING IS PROVIDED. 12. PLANTING METHODS

A. TREES SHALL BE SUPPORTED IMMEDIATELY AFTER PLANTING. PLANT MATERIAL SHALL BE PROPERLY GUYED, STAKED, AND PLANTING IN CONFORMANCE WITH THE TYPICAL PLANTING DETAILS.

(I) STAKES SHALL BE EIGHT TO TEN FEET LONG, OF SOUND, DURABLE UNFINISHED LUMBER CAPABLE OF WITHSTANDING ABOVEGROUND AND UNDERGROUND CONDITIONS DURING THE PERIOD OF GUARANTEE WITH TOP AND BOTTOM DIMENSIONS OF TWO INCHES BY TWO INCHES IN DIAMETER

(2) THREE STAKES SHALL BE EQUALLY SPACED ABOUT THE TREE IN A TRIANGULAR FASHION AND SHALL BE DRIVEN VERTICALLY INTO THE GROUND 2 7 TO 3 FEET IN A MANNER THAT DOES NOT INJURE THE ROOT BALL.

(3) TREES SHALL BE FASTENED TO EACH STAKE AT A HEIGHT OF FIVE FEET BY MEANS OF PLASTIC CHAIN LINK TREE TIE (1/4" WIDE RECOMMENDED FOR TREES UP

TO $2\frac{1}{2}$ INCHES IN CALIPER. B. SET PLANTS PLUMB AND STRAIGHT. SET AT SUCH LEVEL THAT AFTER SETTLEMENT A NORMAL OR NATURAL RELATIONSHIP TO THE CROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANTS IN CENTER OF

C. AT TIME OF INSTALLATION, THE CONTRACTOR SHALL WATER NEWLY INSTALLED PLANT MATERIAL. THE CONTRACTOR SHALL PROVIDE REGULAR WATERING TO ENSURE THE ESTABLISHMENT, GROWTH, AND SURVIVAL OF ALL PLANTS.

D. B&B PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOTBALL ONLY. PLANTS WITH BROKEN, SPLIT, OR DAMAGED ROOTBALLS SHALL BE REJECTED. 13. PRUNING:

A. EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL DEAD WOOD OR SUCKERS AND ALL BROKEN OR BADLY BRUISED BRANCHES SHALL BE REMOVED. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.

B. SHADE TREES PLANTED NEAR PEDESTRIAN OR VEHICULAR ACCESS SHOULD NOT BE BRANCHED LOWER THAN 8'-0" ABOVE GRADE. PLANT MATERIAL LOCATED WITHIN SIGHT TRIANGLE EASEMENTS SHALL NOT EXCEED A MATURE HEIGHT OF 30" ABOVE THE ELEVATION OF THE ADJACENT CURB. STREET TREES PLANTED IN SIGHT TRIANGLE EASEMENTS SHALL BE PRUNED TO NOT TO HAVE BRANCHES BELOW 8'-0". B. THE CENTRAL LEADER SHALL NOT BE CUT OR DAMAGED.

14. LAWN AREAS:

A. THE LANDSCAPE CONTRACTOR SHALL TEST THE SOIL TO CONFIRM SUITABILITY FOR THE PROPOSED SEED MIX AND SUPPLEMENT AS REQUIRED TO TO MEET THE PH REQUIRED PH & NUTRIENT LEVELS.

B. ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLANS. SEED SHALL BE IN ACCORDANCE WITH THE SOIL EROSION AND SEDIMENT CONTROL DISTRICT'S SEED

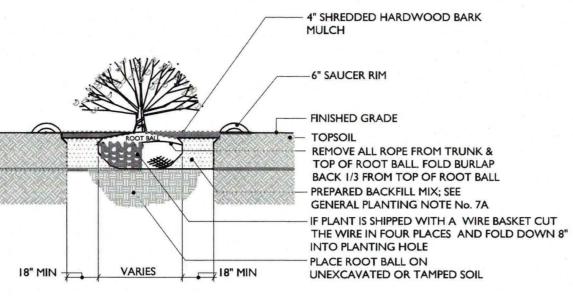
SPECIFICATIONS AS NOTED ON THE SOIL EROSION AND SEDIMENT CONTROL C. SOD, IF SPECIFIED, SHALL CONSIST OF A NEW IERSEY CERTIFIED MIXTURE. ALL

FENCING SHALL BE PLACED OUTSIDE THE INDIVIDUAL TREE CANOPY. TREES TO

DISTURBED AREAS INDICATED AS LAWN OR SOD SHALL BE TOPSOILED, LIMED, AND FERTILIZED & FINE GRADED PRIOR TO LAWN INSTALLATION. 15. EXISTING VEGETATION: EXISTING TREES AND SHRUBS TO BE PRESERVED ON SITE SHALL BE PROTECTED AGAINST CONSTRUCTION DAMAGE BY SNOW FENCING.

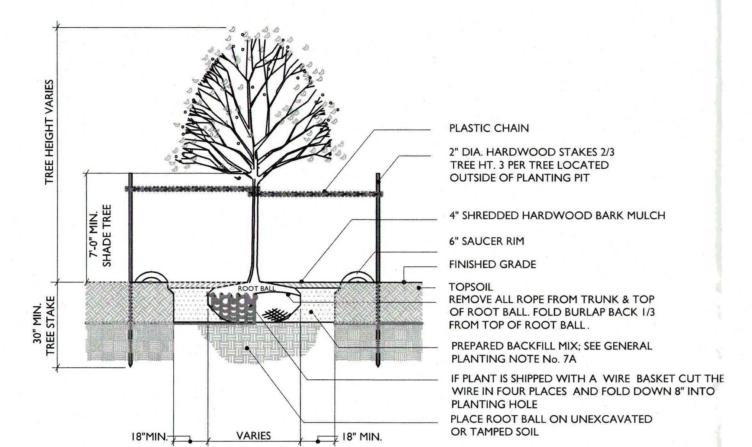
REMAIN SHALL BE IDENTIFIED IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION, TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION, GRADING, OR CLEARING. EXISTING VEGETATION BEING PRESERVED AND LOCATED AT THE EDGE OF THE NEW TREELINE, SHALL BE PRUNED AND TRIMMED TO REMOVE ALL DEAD, DAMAGED, OR DISEASED

BRANCHES. 16. SITE CLEANUP: PLANTING DEBRIS (WIRE, TWINE, RUBBERHOSE, BACKFILL, ETC.) SHALL BE REMOVED FROM THE SITE AFTER PLANTING IS COMPLETE. THE PROPERTY IS TO BE LEFT IN A NEAT, ORDERLY CONDITION IN ACCORDANCE WITH ACCEPTED PLANTING PRACTICES.



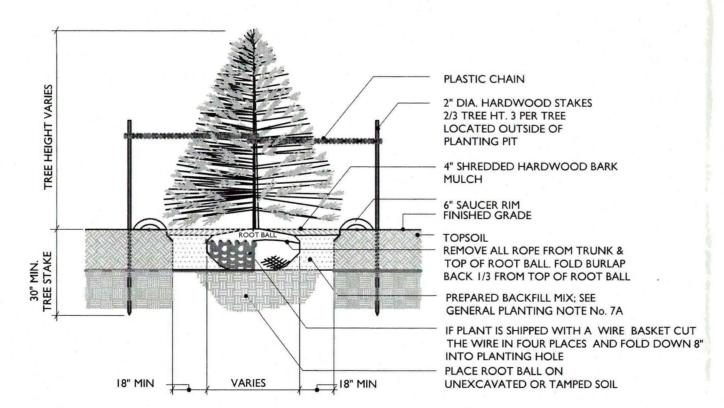
SHRUB PLANTING DETAIL NOT TO SCALE

I. NO SOIL OR MULCH SHALL BE PLACED AGAINST ROOT COLLAR OF PLANT. 2. PLANTING DEPTH SHALL BE THE SAME OR HIGHER AS GROWN IN NURSERY.



DECIDUOUS TREE PLANTING DETAIL

I. NO SOIL OR MULCH SHALL BE PLACED AGAINST ROOT COLLAR OF PLANT. 2. PLANTING DEPTH SHALL BE THE SAME OR HIGHER AS GROWN IN NURSERY

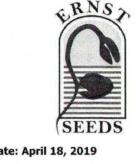


EVERGREEN TREE PLANTING DETAIL NOT TO SCALE

NOTES:

I. NO SOIL OR MULCH SHALL BE PLACED AGAINST ROOT COLLAR OF PLANT. 2. PLANTING DEPTH SHALL BE THE SAME OR HIGHER AS GROWN IN NURSERY.

		PLAN	NT SCHEDULE			
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	ROOT
	SHRUBS AND GROUNDCOVERS					
ICS	19	ILEX CRENATA 'STEEDS'	STEEDS UPRIGHT HOLLY	36 -42 "		5 GAL
JPG	66	JUNIPERUS X PFITZERIANA 'GLAUCA'	BLUE PFITZER JUNIPER	36 -42 "		5 GAL
MP	31	MYRICA PENNSYLVANICA	NORTHERN BAYBERRY	36 -42 "		5 GAL
тот	26	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	3 -4 '		B&B
VXP	42	VIBURNUM X PRAGENSE	PRAGUE VIBURNUM	3 -4 '	7	B&B



Seeding Rate: Expect to apply about 7 lbs per acre.

formula may change, the guiding philosophy and function of the mix will not.

Uplands & Meadows

Ernst Conservation Seeds

8884 Mercer Pike Meadville, PA 16335 (800) 873-3321 Fax (814) 336-5191 www.ernstseed.com

Date: April 18, 2019

XERCES Mid-Atlantic Pollinator Mix - XERC00102

		Botanical Name	Common Name	Price/Ib
	36.30 %	Schizachyrium scoparium, 'Camper'	Little Bluestem, 'Camper'	12.01
	14.00 %	Echinacea purpurea	Purple Coneflower	36.00
	10.00 %	Chamaecrista fasciculata, PA Ecotype	Partridge Pea, PA Ecotype	7.00
	10.00 %	Coreopsis lanceolata	Lanceleaf Coreopsis	24.00
	3.20 %	Asclepias tuberosa	Butterfly Milkweed	280.00
	3.00 %	Penstemon digitalis, PA Ecotype	Tall White Beardtongue, PA Ecotype	160.00
	2.80 %	Liatris spicata	Marsh (Dense) Blazing Star (Spiked Gayfeather)	210.00
	2.00 %	Chamaecrista nictitans, NC Ecotype	Sensitive Pea, NC Ecotype	60.00
	2.00 %	Heliopsis helianthoides, PA Ecotype	Oxeye Sunflower, PA Ecotype	36.00
	1.50 %	Aster laevis, NY Ecotype	Smooth Blue Aster, NY Ecotype	360.00
	1.40 %	Aster novae-angliae, PA Ecotype	New England Aster, PA Ecotype	360.00
	1.00 %	Agastache foeniculum	Anise (Lavender) Hyssop	172.00
	1.00 %	Aster lateriflorus	Calico Aster	360.00
	1.00 %	Aster pilosus, PA Ecotype	Heath Aster, PA Ecotype	360.00
	1.00 %	Penstemon hirsutus	Hairy Beardtongue	400.00
	1.00 %	Pycnanthemum tenuifolium	Narrowleaf Mountainmint	140.00
	1.00 %	Zizia aurea	Golden Alexanders	240.00
	0.90 %	Senna hebecarpa, VA & WV Ecotype	Wild Senna, VA & WV Ecotype	24.00
	0.90 %	Solidago juncea, PA Ecotype	Early Goldenrod, PA Ecotype	280.00
	0.80 %	Asclepias syriaca	Common Milkweed	196.00
	0.80 %	Monarda fistulosa, Fort Indiantown Gap-PA Ecotype	Wild Bergamot, Fort Indiantown Gap-PA Ecotype	120.00
	0.70 %	Geum canadense, PA Ecotype	White Avens, PA Ecotype	160.00
	0.70 %	Solidago nemoralis, PA Ecotype	Gray Goldenrod, PA Ecotype	360.00
	0.50 %	Baptisia australis, Southern WV Ecotype	Blue False Indigo, Southern WV Ecotype	80.00
	0.50 %	Eupatorium perfoliatum, PA Ecotype	Boneset, PA Ecotype	300.00
	0.50 %	Lespedeza capitata, RI Ecotype	Roundhead Lespedeza, RI Ecotype	108.00
	0.50 %		Slender Lespedeza, VA Ecotype	180.00
	0.50 %	Rudbeckia fulgida var. fulgida, Northern VA Ecotype	Orange Coneflower, Northern VA Ecotype	300.00
	0.50 %	Verbesina alternifolia, PA Ecotype	Wingstem, PA Ecotype	160.00
0	0.00 %		Mix Price/lb Bulk:	\$75.76

Price quotes guaranteed for 30 days. All prices are FOB Meadville, PA. Please check our web site at www.ernstseed.com for current pricing when placing orders.

Note: Mix formulations are subject to change without notice depending on the availability of existing and new products. While the

PROTECT YOURSELF ALL STATES REQUIRE NOTIFICATION OF XCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE Know what's below.

Call before you dig. 190020790 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM MINOR SITE PLAN **FOR**

> **ROUTE 57 SOLAR** PROJECT

> > BLOCK 16.01 LOT 10

FRANKLIN TOWNSHIP WARREN COUNTY **NEW JERSEY**

AS SHOWN

LANDSCAPE DETAILS

Evidence of Partnership with LMI Experienced Organizations.
Please Note, PowerMarket is not yet Under Agreement for Subscription
Services as of the application date, and is therefore not on the
Application as the subscription agency for the project.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of April 3, 2019 ("Effective Date") by and between ProjectEconomics, Inc. dba PowerMarket, having its principal offices at 15 Metro Tech Center, 19th Floor, Brooklyn, NY, 11201, together with its successors and assignors (collectively "PE") and Broadway Energy, having its principal offices at 2010 West Main Street, Ephrata, PA 17522, together with its successors and assignors (collectively "Company").

WHEREAS, PE and Company shall each be referred to as a "Party" and collectively as the "Parties";

WHEREAS the purpose of such sharing is to facilitate the evaluation and review of materials in furtherance of a possible financing, investment, joint partnership or other form of collaboration between the Parties, related to certain business in the solar energy, community/shared renewable and related sectors (the "**Opportunity**");

WHEREAS, in the course of evaluating the Opportunity it will be necessary for one Party ("Disclosing Party") to release certain Confidential Information (as defined below) to the other Party ("Receiving Party");

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. <u>Confidential Information</u>. "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed by or on behalf of Disclosing Party to Receiving Party or any of its Agents (as herein defined), regardless of whether such information is disclosed before or after the execution of this Agreement, in connection with the Opportunity and including all records, reports, analyses, notes, memoranda, documentation, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes (whether or not patented, patentable or reduced to practice), customer lists, contractual arrangements with, and information about, the Disclosing Party's partners, and customers, the existence of the discussions between the Parties concerning the Opportunity, or other information that are based on, contain or reflect any such Confidential Information. All information received from the Disclosing Party shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential. For the avoidance of doubt, PE's Confidential Information specifically includes data disclosed by or through PE, its affiliates, or their respective owners, officers, employees, members, or representatives.

Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; (c) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party; or (d) information which is developed by or for Receiving Party independently of the Disclosing Party's Confidential Information.

- 2. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than to analyze, evaluate, negotiate, implement or complete the Opportunity. Confidential Information shall be held in strict confidence by Receiving Party and shall not be disclosed without prior written consent of Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members ("Agents") with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Opportunity. Receiving Party shall be responsible for any breach of this Agreement by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.
- 3. Required Disclosure. In the event that Receiving Party or any of its Agents are requested or required by law, legal processor, regulatory or self-regulatory authority to disclose any Confidential Information (collectively, "Law"), the Receiving Party or such Agent, as applicable, shall promptly notify the Disclosing Party of such request or requirement prior to disclosure (email shall suffice), if permitted by Law, so that Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Receiving Party or such Agent, as applicable,

agrees to furnish only that portion of the Confidential Information that is as advised by counsel, is consistent with the scope of the request or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 3.

- 4. <u>Remedies</u>. The Receiving Party agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.
- 5. Return or Destruction. At any time upon the Disclosing Party's written request, the Receiving Party shall return or destroy, at the Receiving Party's option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by the Receiving Party to the extent that retention of such Confidential Information is necessary to comply with the Receiving Party's internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any expiration or termination of this Agreement. The Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full. The Receiving Party shall not be deemed to have retained or failed to return or destroy any Confidential Information if Confidential Information received or stored in digital format is deleted from local hard drives so long as no attempt is made to recover such Confidential Information from servers or back-up sources, provided that any such retained Confidential Information of this Agreement.
- 6. No Other Agreement. It is understood that this Agreement is not intended to and does not, obligate either Party to enter into any further agreements or to proceed with any possible relationship or other transaction, including without limitation the Opportunity, or to require either Party to disclose any information under this Agreement. Any pricing lists, proposals or summaries disclosed under this Agreement are intended only to provide a framework for further discussions between the Parties. Pricing documents are not an offer or a commitment of PE or Company.
- 7. <u>Non-Interference</u>. Each Party agrees that neither the party nor its Agents will, directly or indirectly, utilize any Confidential Information to induce or attempt to induce any customer, partner, or other business relation of the other Party to cease doing business with the other Party, or in any way utilize any Confidential Information to interfere with the relationship between any such customer, partner, or business relation on the one hand, and the other Party, on the other hand.
- 8. <u>No License</u>. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Receiving Party. Nothing in this Agreement is intended to prevent either Party hereto from using its own Confidential Information which it furnished hereunder for dealings with third parties for any purpose.
- 9. <u>Amendment</u>. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.
- 10. <u>No Assignment</u>. This Agreement may not be assigned by either Party unless prior written consent is obtained; however, upon written notice to Company, PE may assign this Agreement (including the right to enforce its terms) to a parent, affiliate or subsidiary at its sole discretion without consent.
- 11. <u>Non-Waiver</u>. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

- 12. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of New York.
- 13. <u>Term</u>. This Agreement shall terminate two (2) years from the Effective Date of this Agreement, or thirty (30) calendar days following written notice by either Party to the other of its desire to terminate this Agreement, whichever occurs first. However, the obligations contained herein shall remain in effect for a period of two (2) years from the date the Confidential Information was disclosed under this Agreement.
- 14. <u>Entire Agreement</u>. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of Confidential Information.
- 15. <u>Counterparts</u>. This Agreement may be signed in counterparts and may be delivered by facsimile or electronic means, each of which may be deemed an original, and all of which together constitute one and the same agreement.
- 16. <u>Authorization and Binding Obligations</u>. Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.
- 17. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 18. <u>Publicity</u>. Neither Party shall make any public disclosures regarding the other Party, or the subject matter hereof, including, without limitation, any advertisements, publications or documents, without the prior written approval of the other Party.
- 19. <u>No Warranties</u>. Each Party acknowledges that the Disclosing Party provides the Confidential Information on an "as is" basis and without warranty of any kind. THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO THE CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 20. Export of Confidential Information. Each Party receiving Confidential Information hereunder agrees that it and its Agents will not export such Confidential Information in contravention of the provisions of (a) the U.S. Export Administration Act, as amended, and the regulations issued thereunder and (b) any other applicable laws of other countries and/or jurisdictions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

PROJECTECONOMICS

COMPANY

By: _ Tic Dahnks	By: Broth Josh
Name: Eric Dahnke	Name: Broth No 1t
Title: <u>CEO</u>	Title: nember

Evidence of Consultation with the Community where the Project is located

TOWNSHIP OF FRANKLIN

COUNTY OF WARREN



STATE OF NEW JERSEY

July 17, 2019

Brett Nolt, PM/Designer MVE Group, Inc

RE: 2043 Route 57 Solar Letter of Support

To Whom It May Concern:

Please accept this letter of support from Franklin Township, Warren County in partnership with 2043 Route 57 Solar Array project that has been formally approved by the Land Use Board of Franklin Township.

The groups representing the solar array has collaborated with the municipality of Franklin and multiple public meetings were held with the relevant municipal authorities and our involvement.

Through our open public Land Use Board meetings, we have advertised and provided an outreach to our public where our public had opportunity to share comments and we have allowed the solar development group to complete all appropriate documentation and pathways as needed. The Franklin Township Land Use Board has ruled in favor of the project, as well as a plan for decommissioning when deenergized as requested.

Thank You,

Jeff DeAngelis

Mayor, Franklin Township Warren County

2093 Route 57, P.O. Box 547, Broadway, NJ 0880 PHONE 908-689-3994 - FAX 908-689-5803 - franklintwp.warren.org



Evidence of 1mWDC 750kWAC Interconnection Study

Generation Interconnection System Impact Study Report for

Queue Project AE2-028

BROADWAY 12.47 KV

0.4 MW Capacity / 0.75 MW Energy

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1 Introduction

This System Impact Study has been prepared in accordance with the PJM Open Access Transmission Tariff, 205, as well as the System Impact Study Agreement between **Broadway Energy LLC**, the Interconnection Customer (IC), and PJM Interconnection, LLC (PJM), Transmission Provider (TP). The Interconnected Transmission Owner (ITO) is Jersey Central Power & Light Company (JCPL).

2 Preface

The intent of the System Impact Study is to determine a plan, with approximate cost and construction time estimates, to connect the subject generation interconnection project to the PJM network at a location specified by the Interconnection Customer. As a requirement for interconnection, the Interconnection Customer may be responsible for the cost of constructing: Network Upgrades, which are facility additions, or upgrades to existing facilities, that are needed to maintain the reliability of the PJM system. All facilities required for interconnection of a generation interconnection project must be designed to meet the technical specifications (on PJM web site) for the appropriate transmission owner.

In some instances an Interconnection Customer may not be responsible for 100% of the identified network upgrade cost because other transmission network uses, e.g. another generation interconnection or merchant transmission upgrade, may also contribute to the need for the same network reinforcement. The possibility of sharing the reinforcement costs with other projects may be identified in the Feasibility Study, but the actual allocation will be deferred until the System Impact Study is performed.

The System Impact Study estimates do not include the feasibility, cost, or time required to obtain property rights and permits for construction of the required facilities. The project developer is responsible for the right of way, real estate, and construction permit issues. For properties currently owned by Transmission Owners, the costs may be included in the study.

The Interconnection Customer seeking to interconnect a wind or solar generation facility shall maintain meteorological data facilities as well as provide that meteorological data which is required per Schedule H to the Interconnection Service Agreement and Section 8 of Manual 14D.

AE2-028: BROADWAY 12.47 KV

3 General

The Interconnection Customer (IC), has proposed a Solar generating facility located in Warren County, New Jersey. The installed facilities will have a total capability of 0.75 MW with 0.4 MW of this output being recognized by PJM as Capacity. The proposed in-service date for this project is March 2, 2020. This study does not imply a TO commitment to this in-service date.

Final attachment facilities and local upgrades along with terms and conditions to interconnect AE2-028 specified in a separate two party Interconnection Agreement (IA) between JCPL and the Interconnection Customer as this project is considered FERC non-jurisdictional per the PJM Open Access Transmission Tariff (OATT).

From the transmission perspective, no network impacts or system reinforcements were identified as detailed in the "Network Impacts" section below.

Queue Number	AE2-028
Project Name	BROADWAY 12.47 KV
Interconnection Customer	Broadway Energy LLC
State	New Jersey
County	Warren
Transmission Owner	JCPL
MFO	0.8
MWE	0.75
MWC	0.4
Fuel	Solar
Basecase Study Year	2022

4 Point of Interconnection

The interconnection of the project to the JCPL system will be accomplished by constructing a new direct connection to the Broadway 12.47 kV substation circuit #27635. The primary direct connection of this project will be accomplished by building a new facility consisting of a 999 kW DC/ 750 kW AC solar array. The IC will be responsible for acquiring all easements, properties, and permits that may be required to construct both the new interconnection switching station and the associated facilities. The project will not require non-direct connection upgrades at the substation.

Attachment 1 shows a one-line diagram of the proposed primary direct connection facilities for the AE2-028 generation project to connect to the FirstEnergy ("FE") transmission system. **Attachment 2** provides the proposed location for the point of interconnection. IC will be responsible for constructing all of the facilities on its side of the POI, including the attachment facilities which connect the generator to the FE transmission system's direct connection facilities.

5 Cost Summary

The AE2-028 project will be responsible for the following costs:

Description	Total Cost
Attachment Facilities	\$30,000
Direct Connection Network Upgrade	\$20,000
Non Direct Connection Network Upgrades	\$6,000
New System Upgrades	\$0
Total Costs	\$56,000

The costs provided above exclude the Contribution in Aid of Construction ("CIAC") Federal Income Tax Gross Up charge. If, at a future date, it is determined that the CIAC Federal Income Tax Gross charge is required, the Transmission Owner shall be reimbursed by the Interconnection Customer for such taxes.

The required Attachment Facilities and Direct and Non-Direct Connection work for the interconnection of the AE2-028 generation project to the FE Transmission System is detailed in the following sections. The associated one-line with the generation project Attachment Facilities and the Primary Direct and Non-Direct Connection facilities are shown in Attachment 1.

Note: PJM Open Access Transmission Tariff (OATT) section 217.3A outline cost allocation rules. The rules are further clarified in PJM Manual 14A Attachment B. The allocation of costs for a network upgrade will start with the first Queue project to cause the need for the upgrade. Later queue projects will receive cost allocation contingent on their contribution to the violation and are allocated to the queues that have not closed less than 5 years following the execution of the first Interconnection Service Agreement which identifies the need for this upgrade.

6 Transmission Owner Scope of Work

The interconnection of the project to the JCPL system will be accomplished by constructing a new direct connection to the Broadway 12.47 kV substation circuit #27635. The primary direct connection of this project will be accomplished by building a new facility consisting of a 999 kW DC/ 750 kW AC solar array. The IC will be responsible for acquiring all easements, properties, and permits that may be required to construct both the new interconnection switching station and the associated facilities. The project will not require non-direct connection upgrades at the substation.

6.1 Attachment Facilities

The total preliminary cost estimate for the Attachment work is given in the table below. These costs do not include CIAC Tax Gross-up.

Description	Total Cost
Install one span of 3-Phase overhead primary from	\$6,000
pole NJ1038FR and install three 40K fuse links.	
Additionally, the IC shall provide a manually	
operable disconnect switch past the interconnection	
point for the purpose of supplying a visible break.	
The equipment BIL rating shall be 110 KV.	
At an Interconnection Customer (IC) owned pole,	\$20,000
JCP&L to install metering equipment, CTs and PTs	
Engineering review and site commissioning	\$4,000
Total Attachment Facility Costs	\$30,000

6.2 Direct Connection Cost Estimate

The total preliminary cost estimate for the Direct Connection work is given in the table below. These costs do not include CIAC Tax Gross-up.

Description	Total Cost
Communication costs - installing SCADA system into	\$20,000
Distribution Control Center	
Total Direct Connection Facility Costs	\$20,000

6.3 Non-Direct Connection Cost Estimate

The total preliminary cost estimate for the Non-Direct Connection work is given in the table below. These costs do not include CIAC Tax Gross-up.

Description	Total Cost
Upgrade two Capacitor controls with field and	\$6,000
engineering time	
Total Non-Direct Connection Facility Costs	\$6,000

7 Schedule

Based on the scope of work for the Attachment Facilities and the Direct and Non-Direct Connection facilities, it is expected to take a minimum of **9 months** after the signing of an Interconnection Construction Service Agreement to complete the installation. This includes the requirement for the IC to make a preliminary payment that compensates FE for the first three months of the engineering design work that is related to the Attachment Facilities and Direct Connection work. Full initial deposit is required for the Non-Direct Connection work. This assumes that there will be no environmental issues with any of the new properties associated with this project, that there will be no delays in acquiring the necessary permits for implementing the defined direct connection and network upgrades, and that all transmission system outages will be allowed when requested.

8 Transmission Owner Analysis

8.1 Power Flow Analysis

PJM performed a power flow analysis of the transmission system using a 2022 summer peak load flow model and the results were verified by FE. Additionally, FE performed an analysis of its underlying transmission <100 kV system. At the Primary POI, the AE2-028 project does not contribute to overloads on the FE transmission <100 kV system.

8.2 Short Circuit Analysis

PJM performed a short circuit analysis and the results were verified by FE. The connection of AE2-028 project to the system does not result in any newly overdutied circuit breakers on the FE transmission system and does not have a significant fault current contribution to existing overdutied circuit breakers.

9 Interconnection Customer Requirements

9.1 System Protection

The IC must design its Customer Facilities in accordance with all applicable standards, including the standards in FE's "Requirements for Transmission Connected Facilities" document located at: http://www.pjm.com/planning/design-engineering/to-tech-standards/private-firstenergy.aspx. Preliminary Protection requirements will be provided as part of the Facilities Study. Detailed Protection Requirements will be provided once the project enters the construction phase.

The IC has requested a non-standard GSU transformer winding configuration. This transformer is in violation of section 14.2.6 of FE's "Requirements for Transmission Connected Facilities" document and will not be accepted. The GSU transformer must have a grounded wye connection on the high (utility) side and a delta connection on the low (generator) side.

9.2 Compliance Issues and Interconnection Customer Requirements

The proposed Customer Facilities must be designed in accordance with FE's "Requirements for Transmission Connected Facilities" document located at: http://www.pjm.com/planning/design-engineering/to-tech-standards/private-firstenergy.aspx. In particular, the IC is responsible for the following:

- 1. The purchase and installation of a fully rated 12.47kV circuit breaker to protect the AE2-028 generator lead line. A single circuit breaker must be used to protect this line; if the project has several GSU transformers, the individual GSU transformer breakers cannot be used to protect this line.
- 2. The purchase and installation of the minimum required FE generation interconnection relaying and control facilities. This includes over/under voltage protection, over/under frequency protection, and zero sequence voltage protection relays.
- 3. The purchase and installation of supervisory control and data acquisition ("SCADA") equipment to provide information in a compatible format to the FE Transmission System Control Center.
- 4. Compliance with the FE and PJM generator power factor and voltage control requirements.
- 5. The execution of a back-up service agreement to serve the customer load supplied from the AE2-028 generation project metering point when the units are out-of-service. This assumes the intent of the IC is to net the generation with the load.

The IC will also be required to meet all PJM, ReliabilityFirst, and NERC reliability criteria and operating procedures for standards compliance. For example, the IC will need to properly locate and report the over and under voltage and over and under frequency system protection elements for its units as well as the submission of the generator model and protection data required to satisfy the PJM and ReliabilityFirst audits. Failure to comply with these requirements may result in a disconnection of service if the violation is found to compromise the reliability of the FE system.

9.3 Power Factor Requirements

The IC shall design its non-synchronous Customer Facility with the ability to maintain a power factor of at least 0.95 leading (absorbing VARs) to 0.95 lagging (supplying VARs) measured at the high-side of the facility substation transformer(s) connected to the FE transmission system.

10 Revenue Metering and SCADA Requirements

10.1 PJM Requirements

The Interconnection Customer will be required to install equipment necessary to provide Revenue Metering (KWH, KVARH) and real time data (KW, KVAR) for IC's generating Resource. See PJM Manuals M-01 and M-14D, and PJM Tariff Section 8 of Attachment O.

10.1.1 Meteorological Data Reporting Requirement

The solar generation facility shall provide the Transmission Provider with site-specific meteorological data including:

- Temperature (degrees Fahrenheit)
- Atmospheric pressure (hectopascals)
- Irradiance
- Forced outage data

10.2 JCPL Requirements

The IC will be required to comply with all FE revenue metering requirements for generation interconnection customers which can be found in FE's "Requirements for Transmission Connected Facilities" document located at: http://www.pjm.com/planning/design-engineering/to-tech-standards/private-firstenergy.aspx.

11 Network Impacts

The Queue Project AE2-028 was evaluated as a 0.8 MW (Capacity 0.4 MW) injection at Furnace Brook 12.47 Ckt #: 27635 which runs Up to Broadway 34.5kV substation in the JCPL area. Project AE2-028 was evaluated for compliance with applicable reliability planning criteria (PJM, NERC, NERC Regional Reliability Councils, and Transmission Owners). Project AE2-028 was studied with a commercial probability of 100%. Potential network impacts were as follows:

Summer Peak Load Flow

12 Generation Deliverability

(Single or N-1 contingencies for the Capacity portion only of the interconnection)

None

13 Multiple Facility Contingency

(Double Circuit Tower Line, Fault with a Stuck Breaker, and Bus Fault contingencies for the full energy output)

None

14 Contribution to Previously Identified Overloads

(This project contributes to the following contingency overloads, i.e. "Network Impacts", identified for earlier generation or transmission interconnection projects in the PJM Queue)

None

15 Potential Congestion due to Local Energy Deliverability

PJM also studied the delivery of the energy portion of this interconnection request. Any problems identified below are likely to result in operational restrictions to the project under study. The developer can proceed with network upgrades to eliminate the operational restriction at their discretion by submitting a Merchant Transmission Interconnection request.

Note: Only the most severely overloaded conditions are listed below. There is no guarantee of full delivery of energy for this project by fixing only the conditions listed in this section. With a Transmission Interconnection Request, a subsequent analysis will be performed which shall study all overload conditions associated with the overloaded element(s) identified.

None

16 System Reinforcements

None

Affected Systems

17 Affected Systems

None

Short Circuit

18 Short Circuit

The following Breakers are overduty:

None

Stability

19 Stability Analysis and Reactive Power Assessment

Not required for this project.

Light Load

20 Light Load Analysis

Not applicable to solar projects.

21 Attachment 1 - One Line

