

Solar Act Subsection (r). Application Package
New Jersey Board of Public Utilities
44 South Clinton Avenue, 7th Floor
P.O. Box 350
Trenton, NJ 08625-0350
Attn: Division of Economic Development and Energy Policy

RECEIVED
MAIL ROOM

March 13, 2019

MAR 14 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

Re: Solar Act Subsection r. Application of Lakehurst Solar, L.L.C

To Whom it May Concern,

Enclosed please find five (5) copies of the completed Solar Act Subsection (r). Application Package of Lakehurst Solar, L.L.C. enclosed within two separate FedEx mailers.

Should you have any questions regarding the application package or any other matter, please do not hesitate to contact me at (415) 948-4288 or by email at: jfordyce@eastlightpartners.com.

Respectfully Submitted,

Jamie Fordyce
Lakehurst Solar, L.L.C.

Cc (by email):

Christopher Archer, Joint Base McGuire-Dix-Lakehurst
Himanshu Saxena, Starwood Energy Group
Jim Gordon, Energy Management, Inc.



Solar Act Subsection r. Application Form

Application Requirements, Instructions, Terms and Conditions

*The following application is intended only for developers of grid-supply solar electric power generation facilities that have satisfied the regulatory requirement at N.J.A.C. 14:8-2.4 (g) to file an Expression of Interest with the New Jersey Board of Public Utilities ("NJBP" or "Board") of intent to seek designation pursuant to N.J.S.A. 48:3-87 (r) and the requisite Board approval pursuant to N.J.A.C. 14:8-2.4 (g) as "connected to the distribution system" for purposes of Solar Renewable Energy Certificate ("SREC") or eligibility in the alternative for a Transition Incentive ("TI"). Projects must receive Board conditional designation as "connected to the distribution system" and commence commercial operations prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators to be eligible for an SREC. Projects that do not commence commercial operations prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators will be eligible for a TI. **Before completing the attached Subsection r. application, please carefully read all of the information in I., II., and III. below.***

I. Minimum Qualification Requirements

1. Only those applications which meet all the statutory requirements under N.J.S.A. 48:3-87(r) will be considered for designation as "connected to the distribution system" for purposes of SREC or TI eligibility. A Facility must enter commercial operations within two (2) years of the date of designation by the Board and prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators or the Facility will not be eligible to earn SRECs and the escrow described at I. 4 will be forfeited. A Facility that enters commercial operations within two (2) years of the date of designation by the Board but after the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators the Facility will not be eligible to earn SRECs but may qualify for a TI and will retain ownership of the escrow described at I. 4.
2. Applications for projects proposed to be located on agricultural land taxed pursuant to the "Farmland Assessment Act of 1964" ("Farmland") which meet the statutory requirements under N.J.S.A. 48:3-87(s) will be rejected.
3. The applicant must have filed an Expression of Interest for the subject project with the Board in response to the May 2016 or February 2017 directive by the Board. The applicant must attach to this application, as Attachment 2, a copy of the Expression of Interest filed with the Board.
4. For any such application for a project greater than 25 kilowatts, the applicant must enter into the affixed Escrow Agreement with an Accredited Financial Institution in the amount of \$40,000 per MWdc. The applicant must submit a copy of the executed Escrow Agreement as Attachment 3.

II. Instructions for Completing the Subsection r. Application Form

1. Complete each section A. through G. of this application form, and affix the attachments required under I. Minimum Filing Requirements, as described above, and in the questions contained in section F below. Incomplete applications will not be processed.
2. The complete subsection r. application package must be submitted to the Board at the address specified below by 5:00 P.M. March 14, 2019.
3. Original signatures are required on all forms and within the certification in section G.
4. Five (5) completed application packages must be submitted to the Board.

III. Important Terms and Conditions

The "applicant" is defined to be the entity, specifically the project developer, contractor, installer, land speculator, or agent of any thereof, that submits the subsection r. application form.



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1. The applicant, by signing the application and certification, acknowledges on behalf of all project participants, that approval pursuant to subsection r. is a condition of SREC or TI eligibility, i.e., the incentive authorized by the Board as a transition incentive, but does not obviate the need to comply with the SREC Registration Program requirements, and meet all relevant local, state or federal laws. The Board may attach specific conditions, including setting the effective date of the project's qualification life, when the Board issues a decision on the application.
2. The NJBPU reserves the right to modify the application information requirements or require the applicant to supplement the information provided during this application process.
3. Board staff will review each application for completeness, and notify the applicant within two weeks of receipt of application whether the application has been accepted for processing or is deficient and/or incomplete. **Incomplete applications will not be processed.**
4. By submitting an application, the applicant acknowledges on behalf of all project participants that the information included in the application may be subject to disclosure under the Open Public Records Act. Aggregated information will be used by the Board and/or other state, federal, county, regional or local agencies in reports and evaluations, and the geographic location may be used to update GIS mapping. The Board will issue a Board Order decision on all applications. All Board Orders will be posted on the Board's website at www.nj.gov/bpu.

All notifications regarding any modifications to the subsection r. application requirements will be posted on the Board website at www.nj.gov/bpu and NJCEP website at www.njcep.com.

All projects approved under the subsection r. application process must also comply with all appropriate provisions of the Renewable Portfolio Standards rules, including the SREC Registration Program ("SRP"), and must comply with all applicable local, state, and federal laws, permit requirements and regulations.

APPLICATION DELIVERY:

Five (5) completed application packages must be mailed or hand-delivered, and received by 5:00 PM March 14, 2019 to:

(Faxes and e-mails will not be accepted.)

Solar Act Subsection r. Application Package
New Jersey Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350

Attn: Division of Clean Energy



Solar Act Subsection r. Application Form

A: Applicant Contact Information

Applicant Company Name (if applicable): Lakehurst Solar, L.L.C.
 Mr. Ms. Dr. First Name: Jamie Last Name: Fordyce
 Daytime Phone: (415) 948-4288 Email: jfordyce@eastlightpartners.com
 Applicant Mailing Address: c/o Energy Management, Inc. 20 Park Plaza, Suite 1101
 City: Boston State: MA Zip Code: 02116

B: Applicant Role (Indicate with checkmark the nature of the applicant, check all that apply)

Applicant is: Project Developer Proposed Facility Owner Contractor/Solar Installer
 Agent (if Agent, what role is represented) _____
 Other (if Other, describe applicant's role in project development) _____

C: Proposed Facility Owner (Who will own the Proposed Facility?)

Fill out if known. Duplicate data in A. above, if applicable

Company Name (if applicable): Lakehurst Solar, L.L.C. Contact Person: Jamie Fordyce
 Mailing Address: c/o Energy Management, Inc. 20 Park Plaza, Suite 1101
 City: Boston State: MA Zip Code: 02116
 Daytime Phone: (415) 948-4288 Email: jfordyce@eastlightpartners.com

D: Contractor / Solar Installer (Who will construct the Proposed Facility?)

Fill out if known. Duplicate data in A. above, if applicable

Company Name: TBD Contact Person: _____
 Federal Tax I.D. Number: _____
 Daytime Phone: _____ Email: _____
 Address: _____
 City: _____ Text _____ State: _____ Zip Code: _____

E: Proposed Solar Facility Characteristics; N.J.A.C 14:8-2.4 (g) 1. i. – viii.

- i. Proposed Solar Facility Nameplate Capacity: 9.6 MW ac 14.99 MW dc
- ii. Estimated Energy to be Produced Annually: 21,000 MWh per year
- iii. Estimated SRECs to be Produced Annually: 21,000 SRECs per year
- iv. Estimated Commissioning Date: 1 / 3 / 2020 (Day, Month, Year)
 Estimated Decommissioning Date: 1 / 3 / 2060 (Day, Month, Year)
- v. Total Project Acreage: 68.24 site acres
 Proposed Solar Facility Location or Address: Joint Base McGuire-Dix-Lakehurst (Lakehurst Area)
 Proposed Solar Facility Block and Lot Number(s): Lot 10, Block 71
 Proposed Solar Facility Township: Manchester
 Proposed Solar Facility Zip Code: 08733
- vi. Estimated Annual Rate Impact on Ratepayers: Lower costs to ratepayers by increased SREC supply and on-peak generation
- vii. Point of Interconnection: Lakehurst - Navy (N140) 34.5 kV line
 Electric Distribution Company accommodating facility interconnection: JCP&L
 PJM Interconnect Queue Number: AB1-138
- viii. Type of Solar Technology to be Used: Photovoltaic



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E: Proposed Solar Facility Characteristics; N.J.A.C 14:8-2.4 (g) 1. ix. – xvi.

- ix. Required State permits or approvals: Pinelands Development Approval (State) received Sept 2015
NEPA (Federal) Approval received Oct 2014, Ocean County Soil Conservation District (County) Approval received Sept 2015
- x. Required Municipal permits, approvals, or waivers already received or anticipated: _____
No local municipal jurisdiction due to federal ownership of underlying property. See email from Manchester Twp.
- xi. Current Zoning Designation(s) for the proposed host site: Military Installation
- xii. Date of most recent change in zoning designation: N/A
- xiii. Zoning Ordinance; N/A
- xiv. Maps and other documents showing the location and associated impacts, including identification of any farm parcels or lands preserved for agricultural, conservation, or recreational purposes, including, but not limited to, lands preserved pursuant to New Jersey's Green Acres Program, located within 0.5 miles of the host site. Maps and other documents submitted must also show the host site's location in proximity to an Agricultural Development Area or Farmland Preservation Program project area, as Appendix 4;
- xv. Maps and other documents showing the location of other grid supply projects proposed, under construction, or existing within the nearest Agricultural Development Area, land preserved under the Green Acres Program, and land preserved under the Farmland Preservation Program. Maps and other documents must also show the location of all solar grid supply projects proposed, under construction, or existing within five miles of the host site, as Appendix 5;
- xvi. Project decommissioning plans, prepared by an independent entity, for the end of the useful life of the facility. A decommissioning plan shall set out the process through which any lands disturbed by the construction and/or operation of the solar facility shall be restored to pre-existing condition and shall include, at a minimum as Appendix 6:
 - (1) A plan for removal of all solar energy generation facilities and all electrical appurtenances;
 - (2) A plan for removal of foundations and any access roads not needed for future purposes by the owner of the site; and
 - (3) A plan to ensure that environmental impacts are minimized and mitigated during decommissioning activities, including a plan for replacement of surface materials;

F: Other Information Required by the Board

- 1. What is the current status of project development? Designed, Site Cleared, Majority of Materials Onsite, Construction Initiated, Construction Completed, Interconnection Completed, Authorized to Energize – circle each that apply to the project)
- 2. Has equipment been purchased? yes or no? No
- 3. If yes, provide proof of all equipment expenditures to date as Appendix 7. N/A
- 4. Has construction begun? yes or no? No
- 5. If yes, when was construction initiated? (day, month, year) ___ / ___ / ___ N/A



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6. If no, when will construction be initiated? (day, month, year) 1 / 10 / 19

7. Are materials currently onsite, yes or no? No

8. If yes, what materials are onsite? N/A

Attach pictures of materials located onsite as Appendix 8.

9. If yes, when were materials delivered onsite? (day, month, year) N/A / /

10. If no, when are materials to be delivered onsite? (day, month, year) 1 / 10 / 19

11. Is any part of the project currently installed? yes or no? No

12. If yes, what materials are installed? N/A

Attach pictures of completed construction as Appendix 9.

13. How much has been invested in project development? \$ [REDACTED]

14. What is the anticipated total installed facility cost? \$ [REDACTED]

15. Has the PJM Construction Service Agreement (CSA) and Interconnection Service Agreement (ISA) been executed? yes or no? Yes

16. If yes, provide the executed pages of each document and the construction schedule and scope of work as well as documentation of interconnection costs expended in compliance with the PJM CSA as Appendix 10.

17. Has the project been interconnected and authorized to energize? yes or no? No

18. If yes, when was the system authorized to energize? (DD, MM,YY): (N/A, /)

19. If no, when is the system interconnection anticipated to be completed? (DD, MM,YY): (1 / 10 / 20)

20. Has an application been submitted to safe harbor Treasury Federal Investment Tax credit at 30%? yes or no? No

21. If yes, provide the cover letter for submission of documentation to safe harbor Federal Investment Tax credit at 30% as Appendix 11. N/A

22. Has project construction financing been secured? yes or no? No

23. If yes, provide documentation such as an affidavit or contract execution page demonstrating that project finance has been secured as Appendix 12. N/A

24. Has an SREC offtake contract been secured? yes or no? No

25. If yes, provide documentation such as an affidavit or contract execution page demonstrating that SREC offtake has been contracted for outside of the SREC spot market as Appendix 13. N/A




Solar Act Subsection r. Application Form

G: Certifications

The undersigned warrants, certifies, and represents that:

- 1) the information provided in this application package is true and correct to the best of his or her knowledge; and
- 2) the system 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
- 3) the system proposed will be constructed, installed and operated in accordance with all NJBPU policies and procedures for the SRP program;
- 4) all signing parties realize that certain information in this application may be subject to disclosure under the Open Public Records Act; and
- 5) all signing parties acknowledge that if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law.

Applicant

Signature: 
 Print Name: David Arbia
 Date: 3/12/2019


Project Developer

(if known)
 Signature: _____
 Print Name: _____
 Date: _____

Proposed Facility Owner

(if known)
 Signature: _____
 Print Name: _____
 Date: _____

Signed and sworn to before me on this 12 day of March, 2019


 Signature
Anik Gandhi
 Name

Attachment 2 – Expression of Interest by Lakehurst Solar (filed 6/1/16)

Expression of Interest in Submitting an Application for SREC eligibility designation
under the Solar Act's Subsection (r)*

Applicant Company Name (if applicable): Lakehurst Solar, LLC

Mr. XMs. Dr. First Name: Jamie Last Name: Fordyce

Daytime Phone: (617) 904-3100 x148 Email: jfordyce@emienergy.com

Applicant Mailing Address: 20 Park Plaza, Suite 320

City: Boston State: MA Zip Code: 02116

Solar Facility Size: 13.075 MW dc 9.6 MW ac

Module Capacity: 310 Watts dc Proposed Module Quantity: 42,180

Solar Facility Location or Address: County Route 547

Solar Facility Block and Lot Number(s): Block #70, Lot #18:

Solar Facility Township: Lakehurst Solar Facility Zip Code: 08733

Electric Distribution Company (EDC) or MUA territory: JCP&L

PJM Interconnection Queue Number: AB1-138

Indicate in which Application Round it is anticipated that a Subsection (r) application will be submitted. The project, if approved by the Board and completed within the subsequent two year designation period, will be eligible to generate SRECs for compliance with the NJ RPS commencing on the date of authorization to energize. (check one below):

- December 1, 2016: X
- March 1, 2017:

(by statute, projects which are approved for designation that do not commence commercial operations within two years lose their eligibility for SRECs)

The undersigned warrants, certifies, and represents that the information provided in this EOI is true, accurate, complete and correct to the best of the undersigned's knowledge, and realize that certain information in this Notice may be subject to disclosure under the Open Public Records Act N.J.S.A. 47:1A; and acknowledge that submission of false information may be grounds for denial of this application, and if willfully false, subject to punishment to the full extent of the law. **Submission of this form is not an application and does not trigger the 180 day review period for applications under Subsection (r).**

Signature: 

Print Name: JAMIE FORDYCE Date: 6/1/16

*Submission of this EOI form does not constitute an application for designation of eligibility under Subsection (r)

Attachment 3 – Escrow Agreement (Executed)



State of New Jersey
BOARD OF PUBLIC UTILITIES
ESCROW AGREEMENT
 N.J.S.A. 48:3-87r

The Bank of New York Mellon
 Name of Financial Institution
 Attn: Wendy Morgan, CT Specialty Escrow
 240 Greenwich Street - 7E

New York, New York 10286
 Address

212-815-8286
 Telephone Number

[REDACTED]
 Escrow Account Number

Lakehurst Solar, L.L.C.
 Name of Proposed Solar Electric Power Generation Facility Owner
Joint Base McGuire-Dix-Lakehurst (NAES Lakehurst)

Manchester Twp, NJ 08759
 Address of Proposed Solar Electric Power Generation Facility

SRP Facility Registration Number

c/o Energy Management, Inc

20 Park Plaza, Suite 1101

Boston, MA 02116
 Address of Proposed Solar Electric Power Generation Facility Owner

(617) 904-3100
 Telephone Number

Pursuant to Subsection r of Section 2 of L. 2012, c.24, the Solar Act of 2012 ("Act"), codified at N.J.S.A. 48:3-87, this Escrow Agreement is made on this 13th day of March, 2019, between
 Owner/Operator Name Lakehurst Solar LLC
 (hereinafter called "Depositor"),
 and
 Accredited Financial Institution Name The Bank of New York Mellon
 (hereinafter called "Escrow Agent")

(1) Escrow Account/Purpose

The Depositor agrees to deposit, with the Escrow Agent, the funds described in N.J.S.A. 3-87r for the proposed solar electric power generation facility (Solar Facility) described above; and the Escrow Agent agrees to hold said funds in escrow in an interest bearing account pursuant to the Act, and the terms and conditions of this Agreement. The sole purpose of the escrow account shall be to insure that funds are set aside and kept available in the event that the Solar Facility is designated by the BPU as connected to the distribution system pursuant to N.J.S.A. 48:3-87 r, and fails to commence commercial operations within two (2) years of the date of designation.

(2) Approval of the Escrow Agreement

This Agreement shall be of no force and effect unless approved in writing by the BPU which approval may be withdrawn at any time by BPU within its sole discretion. This Agreement may only be amended by a written agreement approved in writing by BPU which may, from time to time, require such amendment in its discretion, or as otherwise set forth herein.

(3) Separation of Funds

The Depositor and the Escrow Agent agree that the escrow account shall be a separate account apart from all other accounts. The escrow account shall be the sole escrow fund maintained by the Depositor pursuant to the Act for the Solar Facility designated above. In cases where a Depositor has ownership or control over more than Solar Facility in the State of New Jersey, a separate escrow account shall be established for each facility.

(4) **Escrow Deposit**

The Depositor agrees to make the deposit into the escrow account of all monies required by N.J.S.A. 48:3-87 r to be deposited in connection with the above designated Solar Facility. The Depositor agrees to make no deposits into the escrow account except such funds as are so required. The Escrow Agent shall not be responsible for determining the amount to be deposited into the escrow account.

(5) **Investment of Escrow Account Funds**

In all cases, the escrow account shall be invested and maintained so as to maximize yield and minimize risk (subject to the approval of BPU). In the event this Agreement contains Investment Guidelines attached hereto, the escrow account shall also be invested and maintained in a manner fully consistent with such Guidelines. These Investment Guidelines may from time to time be revised or modified by BPU, in its discretion, as circumstances as prevailing financial market and economic conditions may change. Any such revisions or modifications by BPU to the Investment Guidelines shall be immediately incorporated into the terms of this Agreement upon receipt by the parties hereto, and thereafter the investment and maintenance of the escrow account shall be fully consistent with such revised or modified Investment Guidelines. Liquidity shall be maintained as directed by the BPU. ("Liquidity" shall mean the availability of funds for drawdown consistent with the BPU's strategy for commencement of commercial operation for the Solar Facility.)

(6) **Interest and Other Income**

The Depositor and the Escrow Agent agree that all interest and other income earned as a result of investment of funds in the escrow account shall be deposited as earned into the escrow account, to be applied toward any BPU-approved fees charged by the Escrow Agent for administering the account. Such interest and other income shall be subject to the same restrictions applicable to the principal of the escrow account as set forth in the Act, and this Agreement.

(7) **Direction of investments**

The Depositor shall have no right to direct the investment of the escrow account funds. Investments shall be directed by the Escrow Agent, subject to the provisions of the Act, and the determination of BPU, as set forth in this Agreement.

(8) **Account as Non-Asset**

All funds deposited in the escrow account shall not be considered an asset of the Depositor and shall not be available to any creditor of the Depositor in the event of the bankruptcy, reorganization, insolvency or receivership of the Solar Facility or the Depositor, or for any other reason. Depositor and the Escrow Agent agree that funds deposited in the escrow account are for the sole benefit of the purposes established by this Agreement and N.J.S.A. 48:3-87 r, and may be withdrawn only pursuant to the express provisions of this Agreement and N.J.S.A. 48:3-87 r. Funds will only be available for use by the owner/operator, or by a court-appointed receiver or other legal representative of the owner/operator upon written approval of the BPU.

(9) **Quarterly Statement-Financial Institution**

The Escrow Agent hereby agrees to submit quarterly statements of the escrow account to the BPU. The statements shall report on all transactions charged and credited to the escrow account, and shall include an itemization of all accrued interest and all opening and closing balances of principal and income.

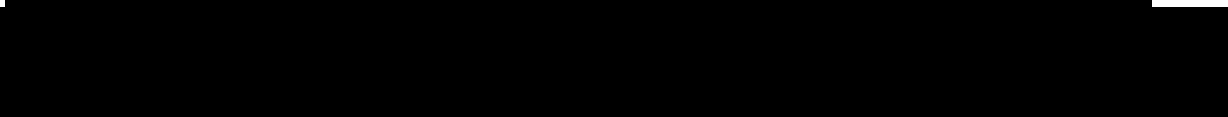
(10) **Withdrawal or Disbursement of Funds**

The Depositor and the Escrow Agent agree that withdrawals from the escrow account will not be made or permitted without the written approval or directive of the BPU. Written approval will be given only upon submission and approval of a written request identifying the specific provision(s) of N.J.S.A. 48:3-87 r supporting the withdrawal. Written directive may be issued to the Escrow Agent by BPU upon a written request or in the absence of a written request upon a determination by BPU, in its discretion, that a) the Depositor is entitled to return of the funds because designation of the Solar Facility as connected to the distribution system is denied, b) the Depositor is entitled to return of the funds because the Solar Facility has achieved commercial operation within two (2) years of the date of designation or c) the State is

entitled to the funds because the Solar Facility has failed to achieve commercial operation within two (2) years from the date of designation as connected to the distribution system. Upon the issuance and delivery to the Escrow Agent of such written approval or directive by BPU, the Escrow Agent shall immediately disburse the funds called for by said approval or directive, for use solely for the purposes and in the manner specified in said written approval or directive.

(11) Compensation of Escrow Agent

Notwithstanding the terms of paragraph 10 of this Agreement, the Escrow Agent shall be entitled to take reasonable compensation for its services in administering the escrow account to be established under this Agreement. Such compensation may be deducted by the Escrow Agent directly from the escrow account from time to time, but in no event more frequently than once a month, unless more frequent deductions are approved in writing by BPU. All such deductions shall be fully documented and shown as a debit to the escrow account by the Escrow Agent under the quarterly statements to be submitted to BPU, pursuant to paragraph 9 of this Agreement. In all cases, the amount or rate of such compensation shall be reasonable, shall not exceed the amount or rate of compensation customarily charged by the Escrow Agent for like services, and shall be subject to the written approval of BPU. For purposes of this Agreement, and unless and until written approval to modify such compensation is given by BPU, the amount or rate of compensation to be charged by the Escrow Agent hereunder shall be as follows (detailed):



(12) Liability of the Escrow Agent

The Depositor agrees to indemnify and hold the Escrow Agent harmless from and against all liabilities, fees, costs and expenses incurred by the Escrow Agent, with respect to the performance of its duties hereunder, unless said liabilities, fees, costs or expenses shall arise from the Escrow Agent's failure to perform its duties hereunder with reasonable cost and care.

(13) Termination

This Agreement may be terminated by either party on 90 days' written notice to BPU and to the other party to this Agreement, which notice shall state the reasons for such termination, and the provisions of this Agreement shall remain in full force and effect until the expiration of said 90 days' notice. In the case of termination by the Depositor, such termination shall be ineffective in the absence of prior written consent by BPU, on such terms as BPU, in its discretion, may require. In the event of termination, the Depositor shall submit a new escrow agreement to BPU, for review and approval as set forth in paragraph 2, within 60 days from the notice of termination. Upon such approval, BPU will give the Escrow Agent hereunder written approval to transfer the funds in the escrow account, with accumulated interest and other income from investment of the funds in the escrow account, to the new Escrow Agent under the new escrow agreement, and the Escrow Agent shall immediately transfer all such funds to the new Escrow Agent upon receipt of such written approval. No such transfer shall be made without such written approval by BPU. Such transfer of funds must be through an inter-financial institution transaction and shall not be transferred through the Depositor. Nothing herein shall limit the right of BPU to withdraw its approval of this Agreement at any time, in its discretion, as set forth in paragraph 2 herein.

(14) Notice and Instructions

All notices and instructions related to this Agreement shall be in writing and, except for bank statements to BPU under paragraph 9, shall be made by certified or registered mail, return receipt requested. All notices and instructions sent to the parties hereto shall be sent to the addresses of the parties set forth at the beginning of this Agreement. For purposes of this Agreement, and until notification of a change of address is supplied by BPU to the parties hereunder, all notices to the NEW JERSEY BOARD OF PUBLIC UTILITIES shall be addressed to,

B. Scott Hunter
Manager,
Division of Clean Energy
44 South Clinton Ave., 3rd Floor, Suite 314
P.O. Box 350,
Trenton, NJ 08625

In Witness Whereof, the parties to this Escrow Agreement have executed same on this 13th day of MARCH, 2019


(Owner/Operator Name)

By 
Signature

Himanshu Saxena
Print or Type Name

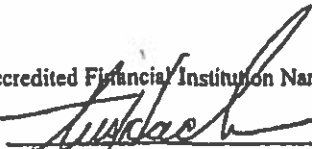
Managing Director
Title

ATTEST:

By 
Signature

Anik Gandhi
Print or Type Name

(Accredited Financial Institution Name)


By 
Signature

THOMAS HACKER
Print or Type Name VICE PRESIDENT

Title



APPROVED BY THE NEW JERSEY BOARD OF PUBLIC UTILITIES

By 
B. Scott Hunter
Manager, Division of Clean Energy
NJBP

3.14.19
Date

NEW JERSEY BOARD OF PUBLIC UTILITIES
OFFICE OF CLEAN ENERGY

SUBSECTION R ESCROW ACCOUNTS
INVESTMENT GUIDELINES TO BE FOLLOWED BY ACCREDITED FINANCIAL INSTITUTION*

PORTFOLIO OBJECTIVES

Maximize Return, Minimize Risk

GUIDELINES

The Escrow Agent shall use all reasonable efforts to invest in funds at the highest available rates of interest, consistent with the timing of the escrow fund withdrawal requirements, in the following:

- A. Obligations issued or guaranteed by an instrumentality or agency of the United States of America, whether now existing or hereafter organized;*
- B. Obligations issued or guaranteed by any State of the United States or the District of Columbia;*
- C. Repurchase agreements (including repurchase agreements of the Escrow Agent) fully secured by obligations of the kind specified in (A) or (B) above, as well as in money market funds and in common funds of the Escrow Agent invested in obligations specified in (A) and (B) above;*

and

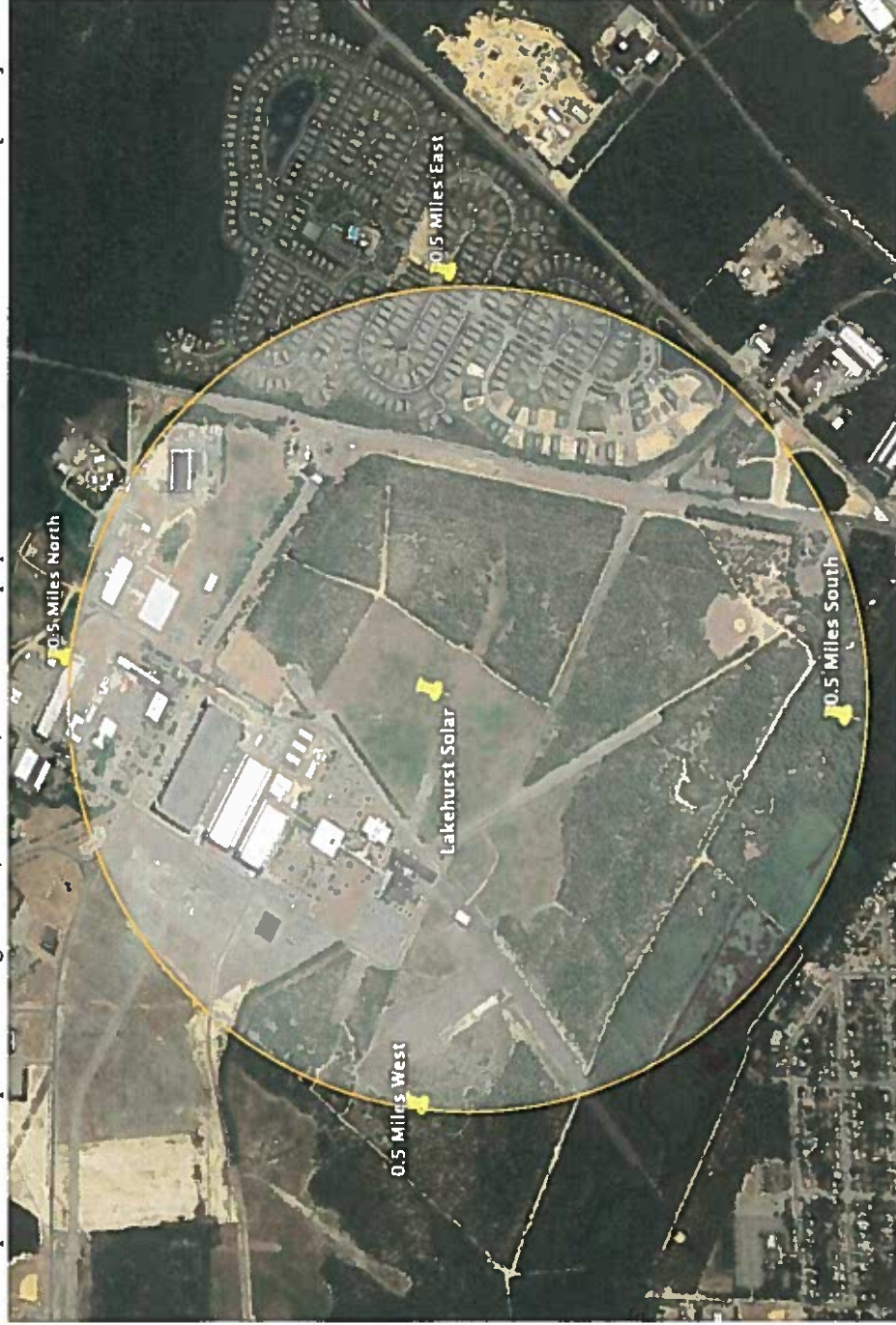
- D. Interest bearing deposits in any bank or trust company (which may include the escrow agent) which has combined capital surplus and retained earnings of at least \$50,000,000. Any interest payable on said funds shall become part of the escrow account balance.*
- E. Maximum maturity of individual securities limited to 3 years.*
- F. The average maturity should be between 1 and 2 years.*
- G. For all county, municipal, and local governments, please refer to N.J.S.A. 40A:5-15.1, which provides specific guidance for the allowable investment of public funds.*

*Accredited financial institution" means any commercial bank, savings bank or savings and loan association with its principal office located in the State of New Jersey, and insured by the Savings Association Insurance Fund (SAIF) or the Federal Deposit Insurance Corporation (FDIC); or a limited purpose trust company that meets the requirements set forth in N.J.S.A. 17:9A-28 and 17:9A-31 with its principal office located in the State of New Jersey maintaining assets in excess of \$ 50,000,000.

Appendix 4 – Maps of Project Location Relative to Conservation Parcels

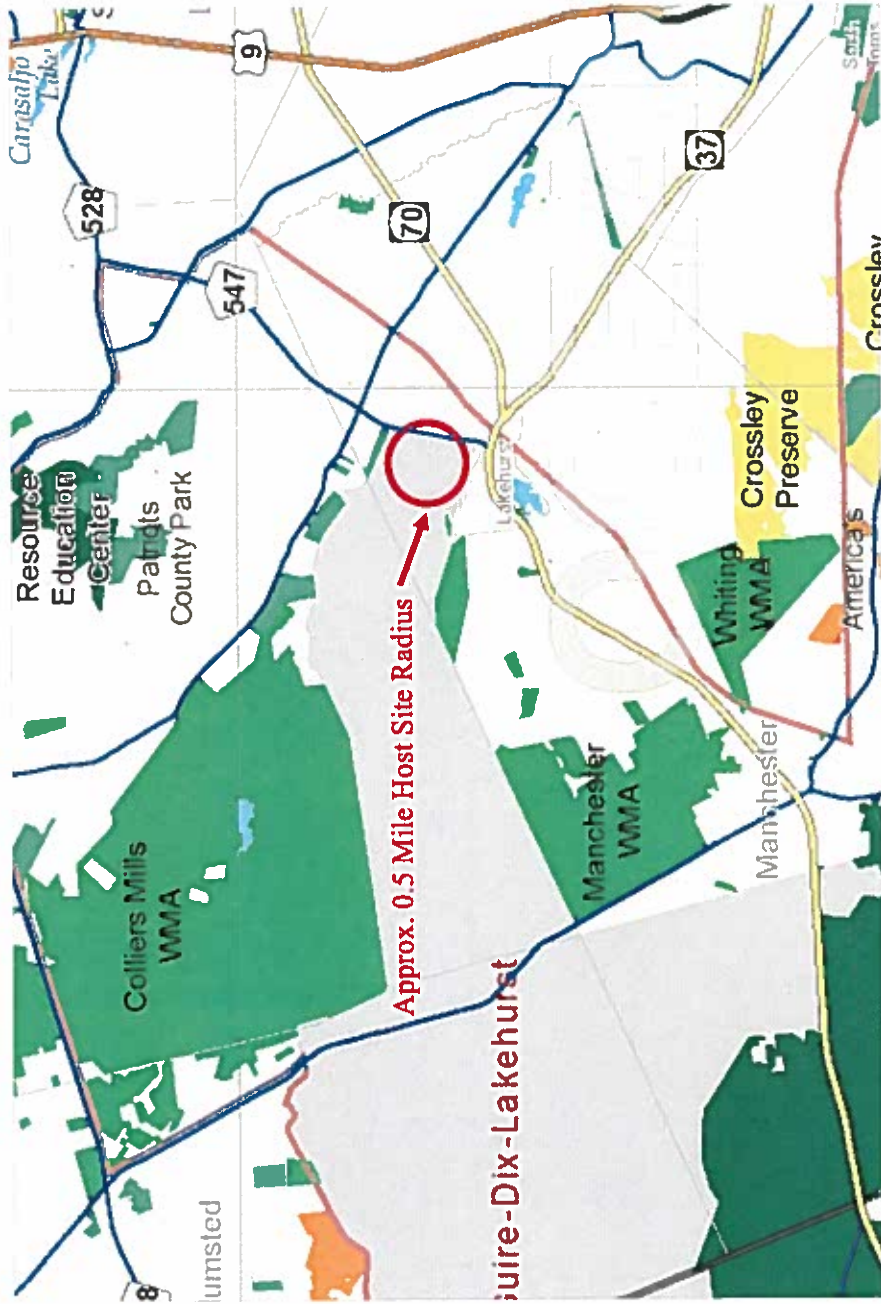
APPENDIX 4 – View 1 (Google Earth)

Farm parcels or lands preserved for agricultural, conservation, or recreational purposes located within 0.5 miles of the host site [NONE]

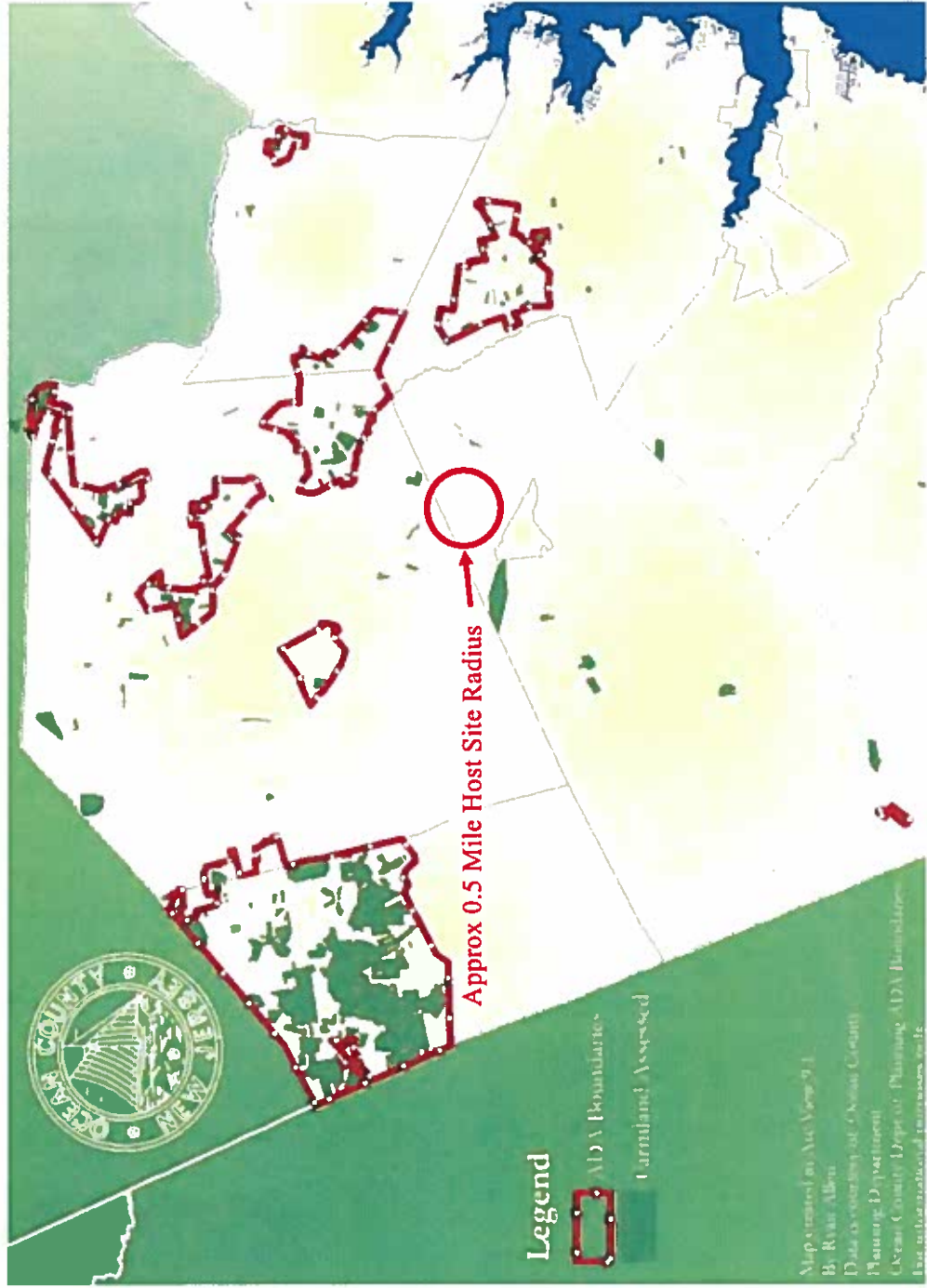


APPENDIX 4 – View 2 (NJ Green Acres Map)

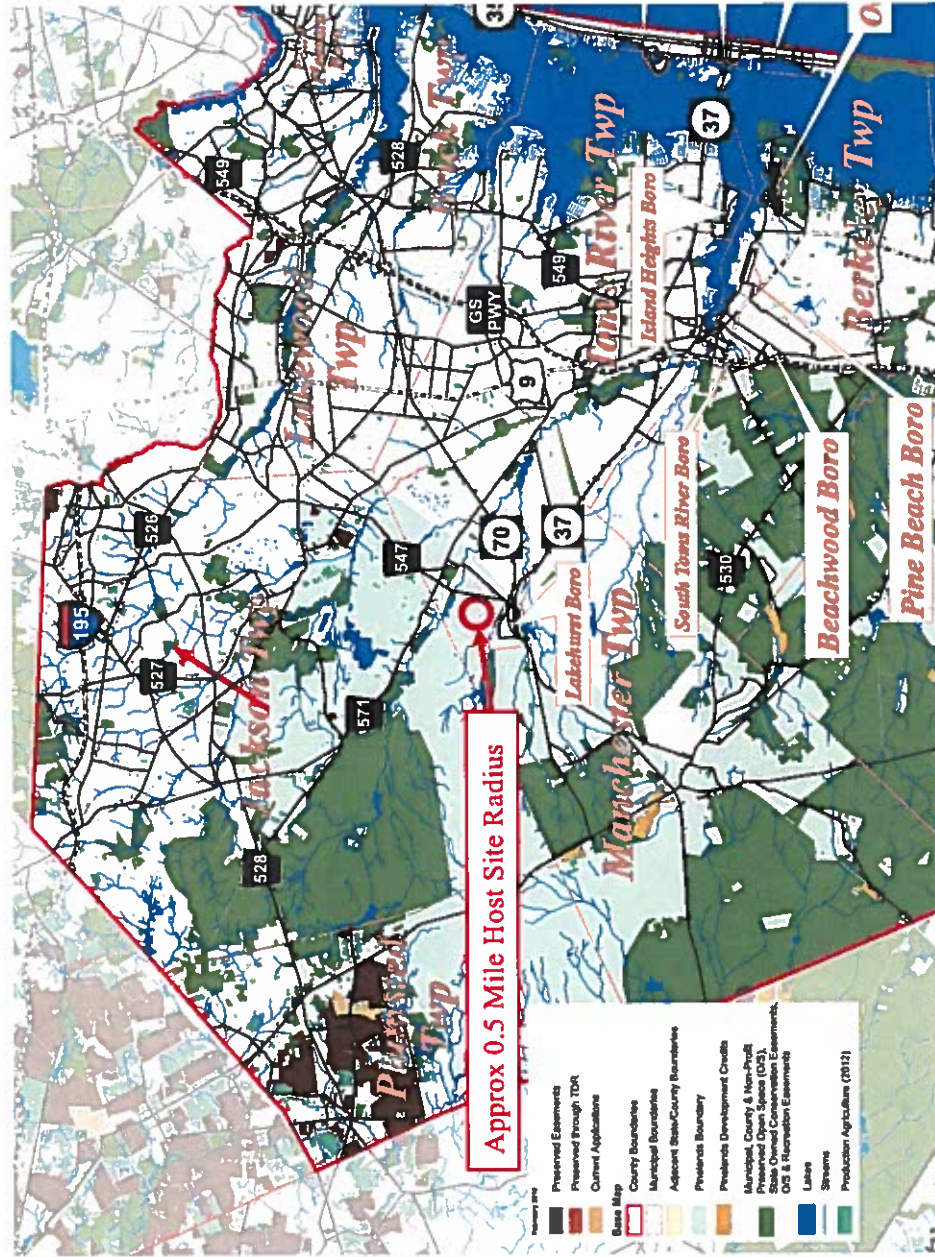
Farm parcels or lands preserved for agricultural, conservation, or recreational purposes located within 0.5 miles of the host site [NONE]



APPENDIX 4 – View 3 (Agricultural Development Area Map)



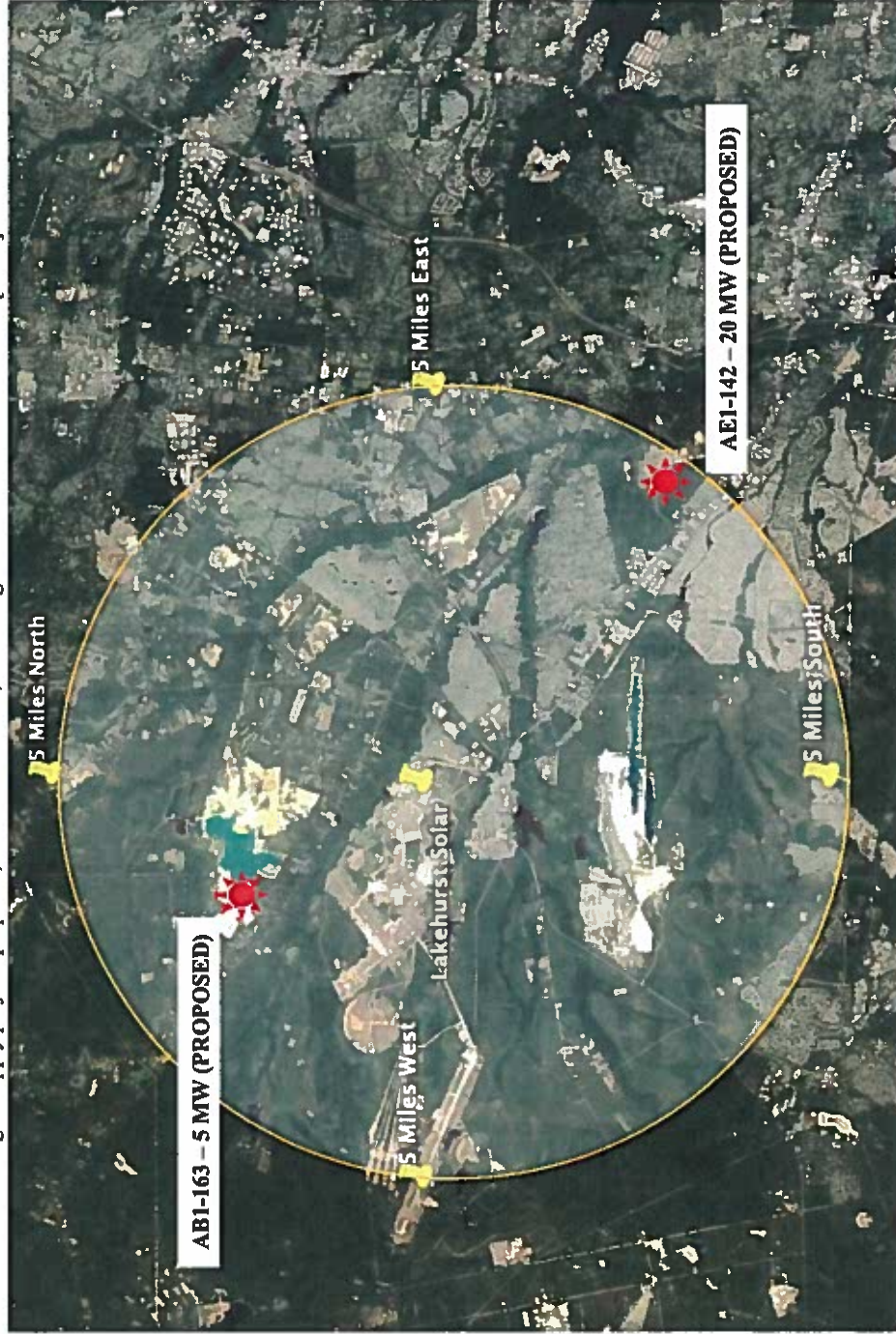
APPENDIX 4 – View 4 (Farmland Preservation Program Map)



Appendix 5 – Maps of Project Location Relative to Other Grid Supply Projects

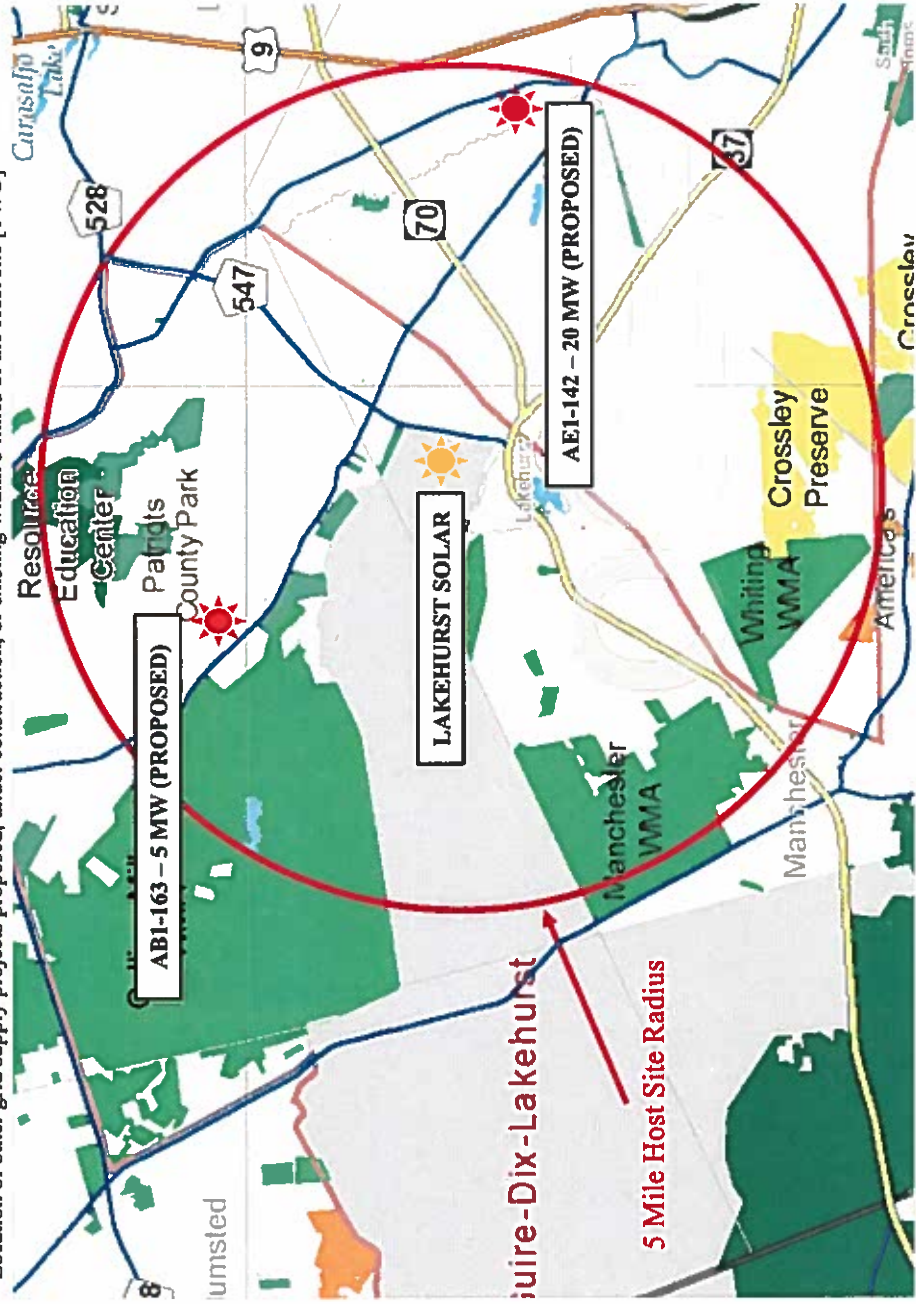
APPENDIX 5 – View 1 (Google Earth)

Location of other grid supply projects proposed, under construction, or existing within 5 miles of the Host site [TWO]

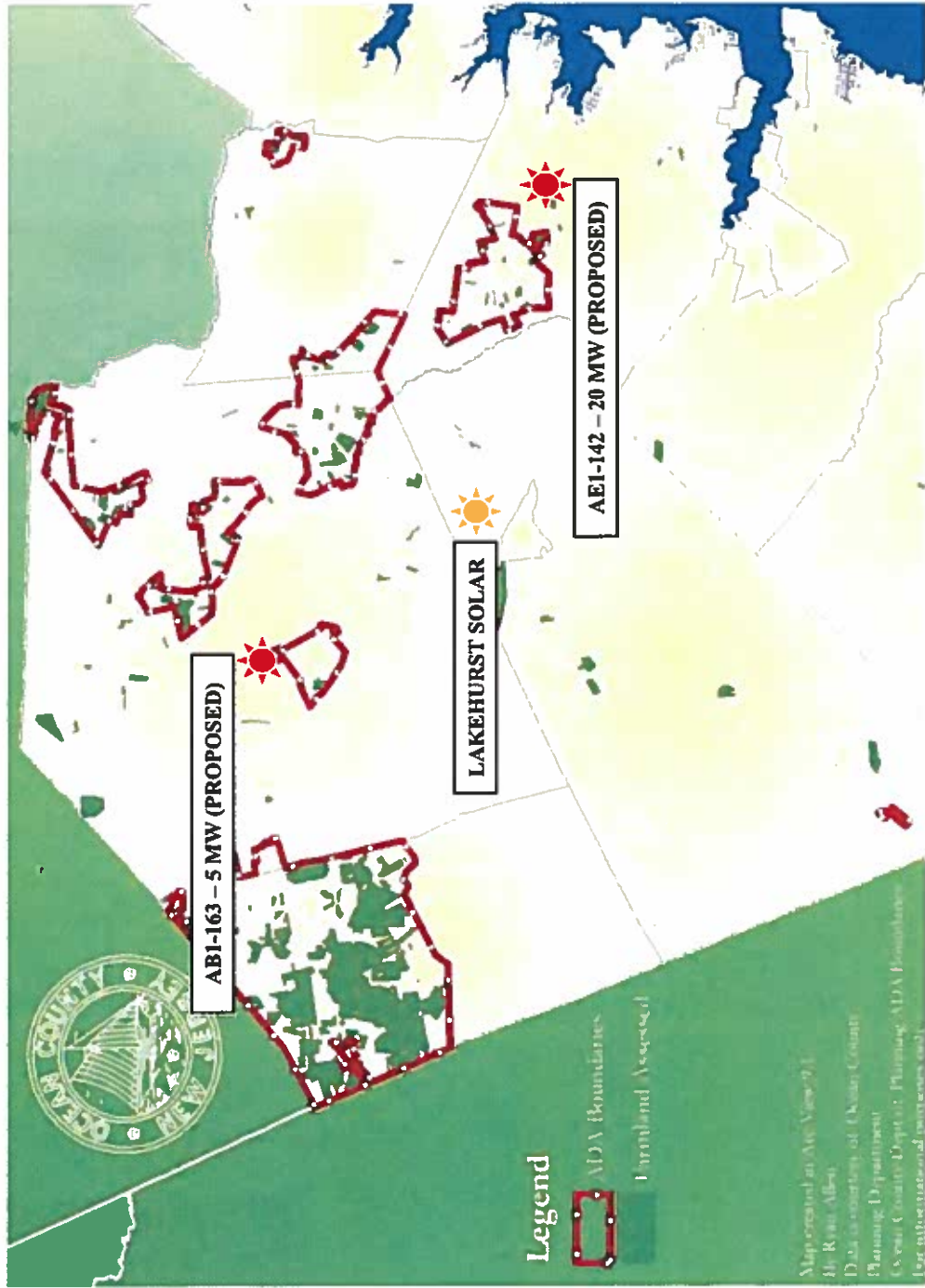


APPENDIX 5 – View 2 (NJ Green Acres Map)

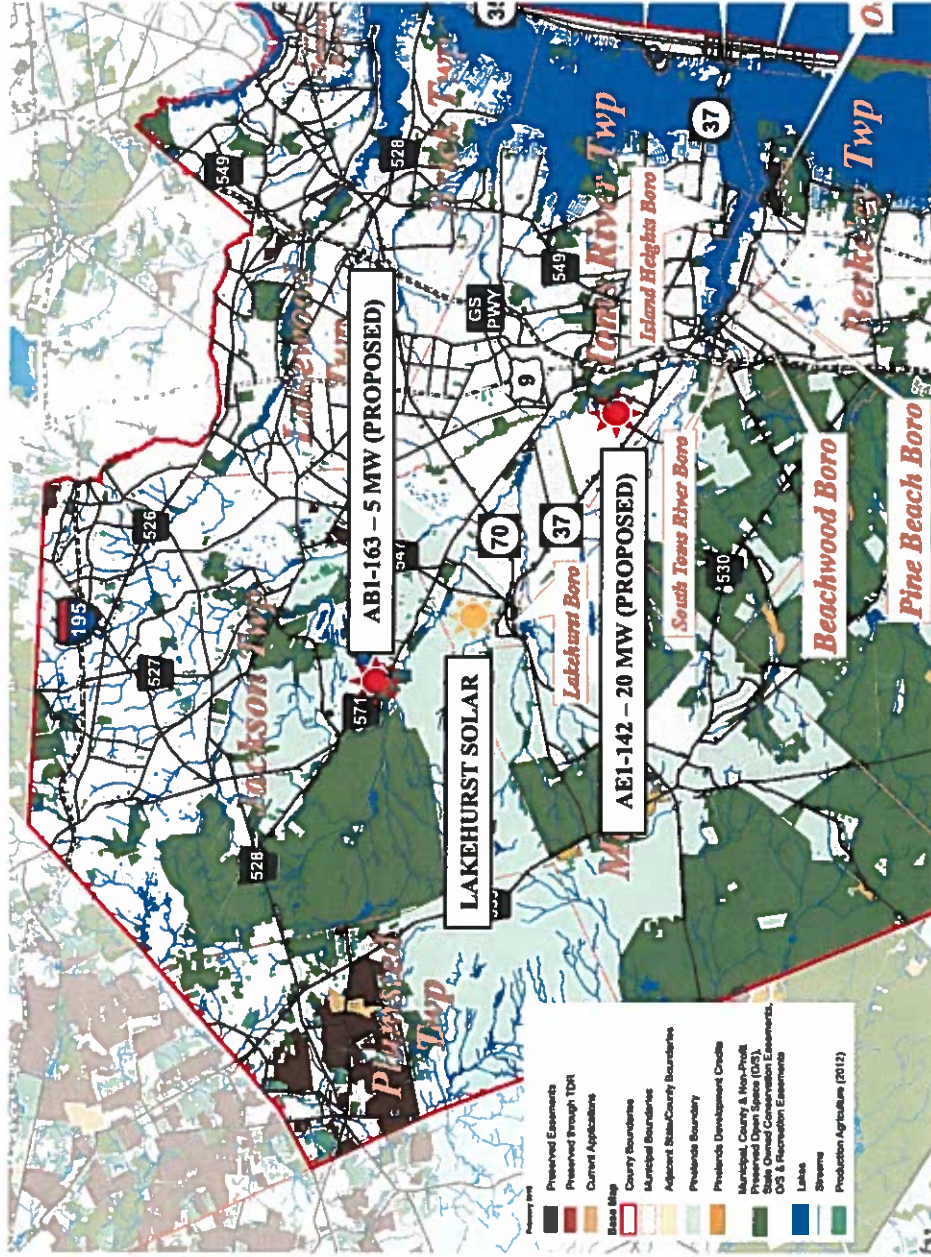
Location of other grid supply projects proposed, under construction, or existing within 5 miles of the Host site [TWO]



APPENDIX 5 – View 3 (Agricultural Development Area Map)



APPENDIX 5 – View 4 (Farmland Preservation Program Map)



Appendix 6 – Project Decommissioning Plans

Lakehurst Solar PV Site Facility Decommissioning Plan

March 2019

**Prepared for:
Lakehurst Solar, L.L.C.
c/o Energy Management
20 Park Plaza, Suite 1101
Boston, Massachusetts 02116**

1.0 Introduction

The Lakehurst Solar PV Site will be a 14.99 megawatt (DC) ground mounted photovoltaic (PV) system, located on at Joint Base McGuire-Dix-Lakehurst (JB MDL) at the Lakehurst Naval Air Station in Manchester Township, Ocean County, New Jersey. Construction of the solar array, located on a 68.24 acre area of Block 2801, Lot 6, is expected to commence in 2019, with commercial operations beginning mid to late 2020. Lakehurst Solar, L.L.C. will manage and coordinate the construction, operation, and decommissioning of the Lakehurst Solar PV Site.

The decommissioning plan detailed below provides the process through which lands disturbed by construction and operation of the Lakehurst Solar PV facility shall be restored to pre-existing condition. The plan addresses the removal of all solar energy generation facilities and electrical appurtenances; removal of foundations and any access roads not needed for future purposes by the land owner; and the minimization and/or mitigation of environmental impacts, including a plan for replacement of surface materials.

This decommissioning plan outlines the steps to remove the system, dispose of or recycle its components, and restore the land to its original state. Lakehurst Solar, L.L.C. will remove and dispose of all equipment, conduit structures, fencing, roads, and foundations. The plan is based on current best management practices and procedures. This plan may be revised if standards or best management practices change between now and decommissioning. The appropriate construction permits will be obtained prior to the decommissioning process. All equipment removal will be completed in accordance with any applicable regulations and manufacturer recommendations. Lakehurst Solar, L.L.C. will not be responsible for removing equipment owned by the local electric distribution company (Jersey Central Power & Light, or its successor) if present.

2.0 Anticipated Life of Solar Field

Commercial-scale solar fields are designed for a minimum expected operational life of 20 years, but may operate for 25 to 30 years or more. As the solar field approaches the end of its operational life, it is expected that technological advances will make more efficient and cost-effective solar arrays that will economically drive the replacement of the existing solar arrays.

At the end of the project's lifetime, Lakehurst Solar, L.L.C. will remove the system allowing for restoration of the project site to its original status. Lakehurst Solar, L.L.C. will be responsible for all costs of decommissioning the system.

3.0 Decommissioning Notification and Construction Permits

Lakehurst Solar, L.L.C. will provide notice to JB MDL and JCP&L that the project will be decommissioned. The required construction permits will also be obtained before commencement of decommissioning activities.

4.0 Decommissioning Process

Decommissioning and restoration activities will adhere to the requirements of appropriate governing authorities, and will be in accordance with applicable federal, state, and local permits. The decommissioning and restoration process comprises removal of above-ground structures; grading, to the extent necessary; restoration of topsoil and seeding.

Equipment Dismantling and Removal

The following outline the minimum equipment and dismantling procedures.

- a) The solar facility will be disconnected from the utility electric distribution grid.
- b) The photovoltaic modules will be disconnected and collected. The modules will be disposed of at an appropriate recycling facility or sold to be re-used for another solar project.
- c) All aboveground and underground electrical interconnection and distribution cables will be removed and disposed of at an appropriate waste facility.
- d) The facility's metal racking system will be removed. The metal will be disposed of at an appropriate waste or recycling facility or sold for re-use.
- e) Electrical and electronic devices, including transformers and inverters will be removed and disposed of at an appropriate waste facility.

- f) Concrete electrical pads will be removed and disposed of at an appropriate waste facility.
- g) Fencing will be removed and disposed of at an appropriate waste facility.
- h) Access roads will be removed. Gravel and other road materials will be disposed of an appropriate waste facility.

Best practices will be employed during the decommissioning activities to minimize environmental disturbance.

Managing Materials and Waste

The process of removing structures will involve categorizing all components and materials into categories of recondition and reuse, salvage, recycling and disposal. Materials will be re-used or recycled to the greatest extent possible. Lakehurst Solar, L.L.C. will work with equipment manufacturers, local contractors, and waste firms to manage the appropriate separation and disposal of the materials. The following table indicates how the disposal of each waste material will be managed.

Waste Material	Disposal Management
Photovoltaic Panels	Sold for re-use in another solar project, returned to the manufacturer for appropriate disposal, or brought to an appropriate recycling facility where the components of the panels will be separated and recycled.
Screw Piles & Metal Racking System	Sold for re-use or recycling at an appropriate recycling facility.
Transformers	Returned to the manufacturer for re-use or brought to an appropriate waste disposal facility. The small amount of oil in the transformers will be removed onsite before transport of the equipment to reduce potential spills and will be disposed of separately at the appropriate facility.
Inverters	The metal components will be sold for re-use or recycled at an appropriate facility. The remaining components will be disposed of at an appropriate waste facility.
Gravel	Brought to a facility for processing for salvage and re-use.
Concrete Equipment Pads	Brought to an appropriate recycling or waste facility.
Cables, Wiring, and other electric equipment	Brought to an appropriate waste facility or sent to the manufacturer for reuse or recycling.

Waste Material	Disposal Management
Fencing	Brought to an appropriate metal recycling facility.
Other Debris	Separated into recyclables and waste and brought to the appropriate waste facility.

Site Restoration

Once the equipment has been removed, the project site will be restored to a similar state as its pre-construction condition. The land may be seeded with a low-growing species to stabilize soil conditions. The sub-grade material and topsoil from affected areas will be de-compacted and restored to a density and depth consistent with the surrounding areas. The affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed. Disturbed areas will be reseeded to promote re-vegetation of the area, unless the area is to be immediately redeveloped. In all areas restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure establishment of suitable vegetation, and to control noxious weeds and pests.

Appendix 10 – PJM CSA and ISA Documentation

12-19-16P01:15 RCVD

Original Service Agreement No. []

Effective Date: []

(PJM Queue #AB1-138)

INTERCONNECTION CONSTRUCTION SERVICE AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

LAKEHURST SOLAR, LLC

And

JERSEY CENTRAL POWER & LIGHT COMPANY

INTERCONNECTION CONSTRUCTION SERVICE AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Lakehurst Solar, LLC
And
Jersey Central Power & Light Company**

(PJM Queue Position #AB1-138)

- 1.0 Parties. This Interconnection Construction Service Agreement (“CSA”) including the Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C. (“Transmission Provider” or “PJM”) and the following Interconnection Customer and Interconnected Transmission Owner:

Interconnection Customer:

Lakehurst Solar, LLC

Interconnected Transmission Owner:

Jersey Central Power & Light Company

All capitalized terms herein shall have the meanings set forth in the appended definitions of such terms as stated in Part I of the Tariff.

- 2.0 Authority. This CSA is entered into pursuant to Part VI of the Tariff. The standard terms and conditions for construction are attached at Appendix 2 to this CSA and are hereby specifically incorporated as provisions of this agreement. Transmission Provider, the Interconnection Customer and the Interconnected Transmission Owner agree to and assume all of their respective rights and obligations as set forth in the standard terms and conditions for construction in Appendix 2 to this CSA. Further, Interconnection Customer and the Interconnected Transmission Owner each agrees to and assumes all of the rights and obligations of a Constructing Entity with respect to the facilities that each of them is responsible for constructing, as set forth in this CSA.

- 3.0 Customer Facility. This CSA specifically relates to the following Customer Facility at the following location:

a. Name of Customer Facility:

Lakehurst Solar Farm

b. Location of Customer Facility:

2501 County Rote 547, Lakehurst, NJ

4.0 Effective Date and Term.

4.1 Effective Date. This CSA shall become effective on the later of (i) the date the agreement has been executed by all Construction Parties, or (ii) the date of Interconnection Customer's delivery of Security to the Transmission Provider, provided, however, that if the CSA is filed with the FERC unexecuted, the Effective Date shall be the date specified by the FERC. The Interconnected Transmission Owner shall have no obligation to begin construction of the Transmission Owner Interconnection Facilities prior to the Effective Date. Construction shall commence as provided in the Schedule of Work set forth in Schedule J to this CSA.

4.2 Term. This CSA shall continue in full force and effect from the Effective Date until the termination thereof pursuant to Section 14 of Appendix 2 to this CSA.

4.3 Survival. This CSA shall continue in effect after termination to the extent necessary to provide for final billings and payments, including billings and payments pursuant to Section 9 and/or Section 14 of Appendix 2 to this CSA, and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while the CSA was in effect.

5.0 Construction Responsibility for

a. Customer Interconnection Facilities. Interconnection Customer is responsible for designing and constructing the Customer Interconnection Facilities described on the attached Schedule G to this CSA.

b. Construction of Transmission Owner Interconnection Facilities.

1. The Transmission Owner Interconnection Facilities regarding which Interconnected Transmission Owner shall be the Constructing Entity are described on the attached Schedule C to this CSA.

2. Election of Construction Option. Specify below whether the Constructing Entities have mutually agreed to construction of the Transmission Owner Interconnection Facilities that will be built by the Interconnected Transmission Owner pursuant to the Standard Option or the Negotiated Contract Option. (See Section 3.2 of the Appendix 2 to this CSA.)

Standard Option.

Negotiated Contract Option.

If the parties have mutually agreed to use the Negotiated Contract Option, the permitted, negotiated terms on which they have agreed and which are not already set forth as part of the Scope of Work and/or Schedule of Work attached to this CSA as Schedules I and J, respectively, shall be as set forth in Schedule H attached to this CSA.

3. Exercise of Option to Build. Has Interconnection Customer timely exercised the Option to Build in accordance with Section 3.2.3 of Appendix 2 to this CSA with respect to some or all of the Transmission Owner Interconnection Facilities?

_____ Yes

 X No

If Yes is indicated, Interconnection Customer shall build, in accordance with and subject to the conditions and limitations set forth in Section 3.2.3 of Appendix 2 to this CSA, those portions of the Transmission Owner Interconnection Facilities described on Schedule D attached to this CSA.

6.0 [Reserved].

7.0 Scope of Work. The Scope of Work for all construction pursuant to this CSA shall be as set forth in the attached Schedule I, provided, however, that the scope of work is subject to change in accordance with Transmission Provider's scope change process for interconnection projects as set forth in the PJM Manuals.

8.0 Schedule of Work. The Schedule of Work for all construction pursuant to this CSA shall be as set forth in the attached Schedule J, provided, however, that such schedule is subject to change in accordance with Section 3.3 of Appendix 2 to this CSA.

9.0 [Reserved.]

10.0 Notices. Any notice or request made to or by any party regarding this CSA shall be made in accordance with the standard terms and conditions for construction set forth in Appendix 2 to this CSA to the representatives of the other parties, as indicated below:

Transmission Provider:

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Interconnection Customer:

Lakehurst Solar, LLC
20 Park Plaza
Suite 320
Boston, MA 02116

Attn: Jamie Fordyce

Interconnected Transmission Owner:
Jersey Central Power & Light Company
76 South Main Street
A-GO-10
Akron, OH 44308
Attn: Mike Thorn, FERC & Wholesale Connection Support Manager

With copies to:
FirstEnergy Service Company
Legal Department
76 South Main Street
A-GO-15
Akron, OH 44308
Attn: Attorney for FERC & Wholesale Connection Support

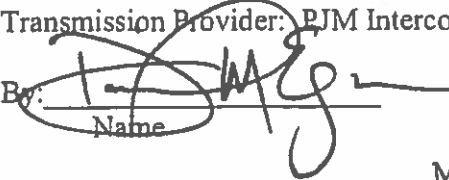
- 11.0 Waiver. No waiver by any party of one or more defaults by another in performance of any of the provisions of this CSA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 12.0 Amendment. This CSA or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties.
- 13.0 Incorporation of Other Documents. All portions of the Tariff and the Operating Agreement pertinent to the subject of this CSA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.
- 14.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 2.4.1 of Appendix 2 to this CSA, Schedule L to this CSA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.
- 15.0 Addendum of Non-Standard Terms and Conditions for Construction Service. Subject to FERC approval, the parties agree that the terms and conditions set forth in the attached Schedule M are hereby incorporated by reference, and made a part of, this CSA. In the event of any conflict between a provision of Schedule M that FERC has accepted and any provision of the standard terms and conditions set forth in Appendix 2 to this CSA that relates to the same subject matter, the pertinent provision of Schedule M shall control.
- 16.0 Addendum of Interconnection Requirements for all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule N to this CSA sets forth interconnection requirements for all wind and non-synchronous generation facilities and is hereby incorporated by reference and made a part of this CSA.

17.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

IN WITNESS WHEREOF, the parties have caused this Interconnection Construction Service Agreement to be executed by their respective authorized officials.

(PJM Queue Position #ABI-138)

Transmission Provider: PJM Interconnection, L.L.C.:

By:  _____ 11/9/17
Name Title Date

Manager, Interconnection Projects
David M. Egan

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, the parties have caused this Interconnection Construction Service Agreement to be executed by their respective authorized officials.


(PJM Queue Position #AB1-138)

Transmission Provider: PJM Interconnection, L.L.C.:

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By:  Bradford T. Nordholm 12/16/16
Name Title Date
Sr. Managing Dir. & Co-Head

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, the parties have caused this Interconnection Construction Service Agreement to be executed by their respective authorized officials.

(PJM Queue Position #AB1-138)

Transmission Provider: PJM Interconnection, L.L.C.:

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: Richard A. Ziegler Director - PJM & PJM 1/4/2017
Name Title Technical Support Date

Printed name of signer: Richard A. Ziegler

SCHEDULE I

SCOPE OF WORK

The Interconnection Customer shall build and own the following:

1. Four (4) 2200kW inverters and one (1) 800kW inverter
2. Five (5) 345V-34.5kV step-up transformers
3. 34.kV bus work
4. One (1) 34.5kV circuit breaker
5. Relay and protection equipment, SCADA equipment, and metering

The Interconnected Transmission Owner shall build and own the following

Direct Connection Facilities

1. New 34.5kV line tap along the Lakehurst0Navy (N140) line.

Non-Direct Connection Facilities

2. Revise relay settings on the Navy 34.5kV line at the Lakehurst substation.

SCHEDULE J

SCHEDULE OF WORK

The Interconnected Transmission Owner and Interconnection Customer shall complete all work within 24 months of the effective date of this agreement.

12-19-16P01:13 RCVD

Original Service Agreement No. []
Effective Date: []

(PJM Queue #AB1-138)

INTERCONNECTION SERVICE AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
LAKEHURST SOLAR, LLC
And
JERSEY CENTRAL POWER & LIGHT COMPANY

INTERCONNECTION SERVICE AGREEMENT

By and Among
PJM Interconnection, L.L.C.
And
Lakehurst Solar, LLC
And
Jersey Central Power & Light Company
(PJM Queue Position #AB1-138)

- 1.0 **Parties.** This Interconnection Service Agreement ("ISA") including the Specifications, Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter "Transmission Provider" or "PJM"), Lakehurst Solar, LLC ("Interconnection Customer") and Jersey Central Power & Light Company ("Interconnected Transmission Owner" or "JCPL"). All capitalized terms herein shall have the meanings set forth in the appended definitions of such terms as stated in Part I of the PJM Open Access Transmission Tariff ("Tariff").
- 2.0 **Authority.** This ISA is entered into pursuant to Part VI of the Tariff. Interconnection Customer has requested an Interconnection Service Agreement under the Tariff, and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this ISA. The standard terms and conditions for interconnection as set forth in Appendix 2 to this ISA are hereby specifically incorporated as provisions of this ISA. Transmission Provider, Interconnected Transmission Owner and Interconnection Customer agree to and assume all of the rights and obligations of the Transmission Provider, Interconnected Transmission Owner and Interconnection Customer, respectively, as set forth in Appendix 2 to this ISA.
- 3.0 **Customer Facility Specifications.** Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect with the Transmission System. Interconnection Customer represents and warrants that, upon completion of construction of such facilities, it will own or control the Customer Facility identified in section 1.0 of the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the Customer Facility, Interconnection Customer represents and warrants that it is authorized by the owner(s) thereof to enter into this ISA and to represent such control.
- 4.0 **Effective Date.** Subject to any necessary regulatory acceptance, this ISA shall become effective on the date it is executed by all Interconnection Parties, or, if the agreement is filed with FERC unexecuted, upon the date specified by FERC. This ISA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the terms set forth in Appendix 2 to this ISA. The term of the ISA shall be as provided in Section 1.3 of Appendix 2 to this ISA. Interconnection Service shall commence as provided in Section 1.2 of Appendix 2 to this ISA.

5.0 Security. In accord with Section 212.4 of the Tariff, Interconnection Customer shall provide the Transmission Provider (for the benefit of the Interconnected Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary ("Security") in the amount of \$123,800. This amount represents the sum of the estimated Costs, determined in accordance with Sections 212 and 217 of the Tariff, for which the Interconnection Customer will be responsible, less any Costs already paid by Interconnection Customer. Interconnection Customer acknowledges that its ultimate cost responsibility in accordance with Section 217 of the Tariff will be based upon the actual Costs of the facilities described in the Specifications, whether greater or lesser than the amount of the payment security provided under this section.

Should Interconnection Customer fail to provide security at the time the Interconnection Customer executes this ISA, or, if deferred, by the end of the 120-day period, this ISA shall be terminated.

- 6.0 Project Specific Milestones. In addition to the milestones stated in Section 212.5 of the Tariff, as applicable, during the term of this ISA, Interconnection Customer shall ensure that it meets each of the following development milestones:
- 6.1 Substantial Site work completed. On or before June 30, 2018 Interconnection Customer must demonstrate completion of at least 20% of project site construction. At this time, Interconnection Customer must submit to Interconnected Transmission Owner and Transmission Provider initial drawings, certified by a professional engineer, of the Customer Interconnection Facilities.
- 6.2 Delivery of major electrical equipment. On or before September 30, 2018, Interconnection Customer must demonstrate that all generating units have been delivered to Interconnection Customer's project site.
- 6.3 Commercial Operation. On or before December 31, 2018, Interconnection Customer must demonstrate commercial operation of all generating units. Demonstrating commercial operation includes achieving Initial Operation in accordance with Section 1.4 of Appendix 2 to this ISA and making commercial sales or use of energy, as well as, if applicable, obtaining capacity qualification in accordance with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.
- 6.4 Within one (1) month following commercial operation of generating unit(s), Interconnection Customer must provide certified documentation demonstrating that "as-built" Customer Facility and Customer Interconnection Facilities are in accordance with applicable PJM studies and agreements. Interconnection Customer must also provide PJM with "as-built" electrical modeling data or confirm that previously submitted data remains valid.

Interconnection Customer shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider's reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Interconnection Customer (i) did not cause and (ii) could not have remedied through the exercise of due diligence. The milestone dates stated in this ISA shall be deemed to be extended coextensively with any suspension of work initiated by Interconnection Customer in accordance with the Interconnection Construction Service Agreement.

- 7.0 Provision of Interconnection Service. Transmission Provider and Interconnected Transmission Owner agree to provide for the interconnection to the Transmission System in the PJM Region of Interconnection Customer's Customer Facility identified in the Specifications in accordance with Part IV and Part VI of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), and this ISA, as they may be amended from time to time.
- 8.0 Assumption of Tariff Obligations. Interconnection Customer agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 9.0 Facilities Study. In analyzing and preparing the System Impact Study, and in designing and constructing the Attachment Facilities, Local Upgrades and/or Network Upgrades described in the Specifications attached to this ISA, Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE INTERCONNECTED TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR INTERCONNECTED TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE ATTACHMENT FACILITIES, THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Interconnection Facilities and any Merchant Transmission Upgrades described in the Specifications will be designed and constructed (to the extent that Interconnected Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Interconnection Customer acknowledges that it has not relied on any

representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

10.0 Construction of Transmission Owner Interconnection Facilities

10.1. **Cost Responsibility.** Interconnection Customer shall be responsible for and shall pay upon demand all Costs associated with the interconnection of the Customer Facility as specified in the Tariff. These Costs may include, but are not limited to, an Attachment Facilities charge, a Local Upgrades charge, a Network Upgrades charge and other charges. A description of the facilities required and an estimate of the Costs of these facilities are included in Sections 3.0 and 4.0 of the Specifications to this ISA.

10.2. **Billing and Payments.** Transmission Provider shall bill the Interconnection Customer for the Costs associated with the facilities contemplated by this ISA, estimates of which are set forth in the Specifications to this ISA, and the Interconnection Customer shall pay such Costs, in accordance with Section 11 of Appendix 2 to this ISA and the applicable Interconnection Construction Service Agreement. Upon receipt of each of Interconnection Customer's payments of such bills, Transmission Provider shall reimburse the applicable Interconnected Transmission Owner. Pursuant to Section 212.4 of the Tariff, Interconnection Customer requests that Transmission Provider provide a quarterly cost reconciliation:

_____ Yes

 X No

10.3. **Contract Option.** In the event that the Interconnection Customer and Interconnected Transmission Owner agree to utilize the Negotiated Contract Option provided by the Interconnection Construction Service Agreement to establish, subject to FERC acceptance, non-standard terms regarding cost responsibility, payment, billing and/or financing, the terms of Sections 10.1 and/or 10.2 of this Section 10.0 shall be superseded to the extent required to conform to such negotiated terms, as stated in a schedule attached to the parties' Interconnection Construction Service Agreement relating to interconnection of the Customer Facility.

10.4 In the event that the Interconnection Customer elects to construct some or all of the Transmission Owner Interconnection Facilities under the Option to Build of the Interconnection Construction Service Agreement, billing and payment for the Costs associated with the facilities contemplated by this ISA shall relate only to such portion of the Interconnection Facilities as the Interconnected Transmission Owner is responsible for building.

11.0 Interconnection Specifications

- 11.1 Point of Interconnection. The Point of Interconnection shall be as identified on the one-line diagram attached as Schedule B to this ISA.
- 11.2 List and Ownership of Interconnection Facilities. The Interconnection Facilities to be constructed and ownership of the components thereof are identified in Section 3.0 of the Specifications attached to this ISA.
- 11.3 Ownership and Location of Metering Equipment. The Metering Equipment to be constructed, the capability of the Metering Equipment to be constructed, and the ownership thereof, are identified on the attached Schedule C to this ISA.
- 11.4 Applicable Technical Standards. The Applicable Technical Requirements and Standards that apply to the Customer Facility and the Interconnection Facilities are identified in Schedule D to this ISA.
- 12.0 Power Factor Requirement.
- Consistent with Section 4.7 of Appendix 2 to this ISA, the power factor requirement is as follows:
- The Generation Interconnection Customer shall design its non-synchronous Customer Facility with the ability to maintain a power factor of at least 0.95 leading to 0.95 lagging measured at the generator's terminals.
- 13.0 Charges. In accordance with Sections 10 and 11 of Appendix 2 to this ISA, the Interconnection Customer shall pay to the Transmission Provider the charges applicable after Initial Operation, as set forth in Schedule E to this ISA. Promptly after receipt of such payments, the Transmission Provider shall forward such payments to the appropriate Interconnected Transmission Owner.
- 14.0 Third Party Beneficiaries. No third party beneficiary rights are created under this ISA, except, however, that, subject to modification of the payment terms stated in Section 10 of this ISA pursuant to the Negotiated Contract Option, payment obligations imposed on Interconnection Customer under this ISA are agreed and acknowledged to be for the benefit of the Interconnected Transmission Owner(s). Interconnection Customer expressly agrees that the Interconnected Transmission Owner(s) shall be entitled to take such legal recourse as it deems appropriate against Interconnection Customer for the payment of any Costs or charges authorized under this ISA or the Tariff with respect to Interconnection Service for which Interconnection Customer fails, in whole or in part, to pay as provided in this ISA, the Tariff and/or the Operating Agreement.
- 15.0 Waiver. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this ISA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

- 16.0 Amendment. This ISA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.
- 17.0 Construction With Other Parts Of The Tariff. This ISA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 18.0 Notices. Any notice or request made by either party regarding this ISA shall be made, in accordance with the terms of Appendix 2 to this ISA, to the representatives of the other party and as applicable, to the Interconnected Transmission Owner(s), as indicated below:

Transmission Provider:

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Interconnection Customer:

Lakehurst Solar, LLC
20 Park Plaza
Suite 320
Boston, MA 02116
Attn: Jamie Fordyce

Interconnected Transmission Owner:

Jersey Central Power & Light Company
76 South Main Street
A-GO-10
Akron, OH 44308
Attn: Mike Thorn, FERC & Wholesale Connection Support Manager

With copies to:

FirstEnergy Service Company
Legal Department
76 South Main Street
A-GO-15
Akron, OH 44308
Attn: Attorney for FERC & Wholesale Connection Support

- 19.0 Incorporation Of Other Documents. All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this ISA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service. Subject to FERC approval, the parties agree that the terms and conditions set forth in Schedule F hereto are hereby incorporated herein by reference and be made a part of this ISA. In the

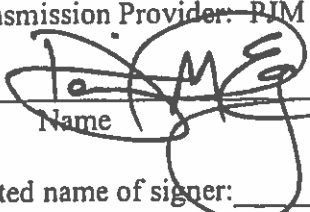
event of any conflict between a provision of Schedule F that FERC has accepted and any provision of Appendix 2 to this ISA that relates to the same subject matter, the pertinent provision of Schedule F shall control.

- 21.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 of Appendix 2 to this ISA, Schedule G to this ISA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.
- 22.0 Addendum of Interconnection Requirements for all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule H to this ISA sets forth interconnection requirements for a wind or non-synchronous generation facilities and is hereby incorporated by reference and made a part of this ISA.
- 23.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this ISA to be executed by their respective authorized officials.

(PJM Queue Position #AB1-138)

Transmission Provider: PJM Interconnection, L.L.C.

By:  _____ 1/9/17
Name Title Date
Manager, Interconnection Projects
David M. Egan

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this ISA to be executed by their respective authorized officials.


(PJM Queue Position #AB1-138)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By:  _____
Name Title Sr. Managing Dir. & Co-Head Date 12/16/16

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: _____
Name Title Date

Printed name of signer: _____

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this ISA to be executed by their respective authorized officials.

(PJM Queue Position #AB1-138)

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Lakehurst Solar, LLC

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: Richard A. Ziegler Director - FERD & RTD 1/4/2017
Name Title Date

Printed name of signer: Richard A. Ziegler

**SPECIFICATIONS FOR
INTERCONNECTION SERVICE AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
LAKEHURST SOLAR, LLC
And
JERSEY CENTRAL POWER & LIGHT COMPANY
(PJM Queue Position # AB1-138)**

1.0 Description of generating unit(s) (the Customer Facility) to be interconnected with the Transmission System in the PJM Region:

a. Name of Customer Facility:

Lakehurst Solar Farm

b. Location of Customer Facility:

2501 County Rote 547, Lakehurst, NJ

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 9.6 MW

d. Description of the equipment configuration:

Solar photovoltaic panel connected with inverters.

2.0 Rights

2.1 Capacity Interconnection Rights:

Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement in the amount of 3.6 MW.

Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement Agreement in the amount of 3.6 MW commencing June 1, 2019. During the time period from

the effective date of this ISA until May 31, 2019 (the "interim time period"), the Interconnection Customer may be awarded interim Capacity Interconnection Rights in an amount not to exceed 3.6 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on June 1, 2019.

2.1a To the extent that any portion of the Customer Facility described in section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Customer Facility shall be an Energy Resource. PJM reserves the right to limit total injections to the Maximum Facility Output in the event reliability would be affected by output greater than such quantity.

2.3 Incremental Deliverability Rights:

Pursuant to Section 235 of the Tariff, Interconnection Customer shall have Incremental Deliverability Rights at each indicated Point of Interconnection in the following quantity(ies): None

2.4 Incremental Available Transfer Capability Revenue Rights:

Pursuant to Section 233 of the Tariff, Interconnection Customer shall have Incremental Available Transfer Capability Revenue Rights at each indicated Point of Interconnection in the following quantities: None

2.5 Incremental Auction Revenue Rights:

Pursuant to Section 231 of the Tariff, Interconnection Customer shall have Incremental Auction Revenue Rights in the following quantities: None

2.6 Incremental Capacity Transfer Rights:

Pursuant to Section 234 of the Tariff, Interconnection Customer shall have Incremental Capacity Transfer Rights between the following associated source(s) and sink(s) in the indicated quantities: None

3.0 Construction Responsibility and Ownership of Interconnection Facilities

a. Interconnection Customer.

(1) Interconnection Customer shall construct and, unless otherwise indicated, shall own, the following Interconnection Facilities:

1. Four (4) 2200kW inverters and one (1) 800kW inverter

2. Five (5) 345V-34.5kV step-up transformers
3. 34.kV bus work
4. One (1) 34.5kV circuit breaker
5. Relay and protection equipment, SCADA equipment, and metering

(2) In the event that, in accordance with the Interconnection Construction Service Agreement, Interconnection Customer has exercised the Option to Build, it is hereby permitted to build in accordance with and subject to the conditions and limitations set forth in that Section, the following portions of the Transmission Owner Interconnection Facilities which constitute or are part of the Customer Facility:

None.

Ownership of the facilities built by Interconnection Customer pursuant to the Option to Build shall be as provided in the Interconnection Construction Service Agreement.

h. Interconnected Transmission Owner

Direct Connection Facilities

1. New 34.5kV line tap along the Lakehurst0Navy (N140) line.

Non-Direct Connection Facilities

2. Revise relay settings on the Navy 34.5kV line at the Lakehurst substation.

4.0 Subject to modification pursuant to the Negotiated Contract Option and/or the Option to Build under the Interconnection Construction Service Agreement, Interconnection Customer shall be subject to the estimated charges detailed below, which shall be billed and paid in accordance with Appendix 2, Section 11 of this ISA and the applicable Interconnection Construction Service Agreement.

4.1 Attachment Facilities Charge: [REDACTED]

4.2 Network Upgrades Charge: [REDACTED]

4.3 Local Upgrades Charge: [REDACTED]

4.4 Other Charges: [REDACTED]

4.5 Cost breakdown:

\$	██████████	Direct Labor
\$	██████████	Direct Material
\$	██████████	Indirect Labor
\$	██████████	Indirect Material
\$	██████████	Total

4.6 Security Amount Breakdown:

\$ ██████████ Estimated Cost of Non-Direct Connection Local Upgrades and/or Non-Direct Connection Network Upgrades

plus \$ ██████████ Estimated cost of the work (for the first three months) on the required Attachment Facilities, Direct Connection Local Upgrades, and Direct Connection Network Upgrades

plus \$ ██████████ Option to Build Security for Attachment Facilities, Direct Connection Local Upgrades, and Direct Connection Network Upgrades (including Cancellation Costs)

less \$ ██████████ Costs already paid by Interconnection Customer

\$ ██████████ Total Security required with ISA

Deposits and other credits

Date	Description	Amount
12/19/16	[REDACTED]	[REDACTED]

Total deposits and other credits

[REDACTED]

Withdrawals and other debits

Date	Description	Amount
12/19/16	WIRE TYPE:WIRE OUT DATE:161219 TIME:1509 ET TRN:2016121900390650 SERVICE REF:012721 BNF:PJM INTERCONNECTION, LLC ID:8013589826 BNF BK: PNC BANK, NATIONAL ASSO ID:031207607 PMT DET:18958 8252	[REDACTED]

12/27/16	[REDACTED]	[REDACTED]
12/27/16	[REDACTED]	[REDACTED]
12/27/16	[REDACTED]	[REDACTED]

Total withdrawals and other debits

[REDACTED]

Checks

Date	Check #	Amount
12/07/16	[REDACTED]	[REDACTED]

Total checks

Total # of checks

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How can we improve your business banking?

Stuart Sohn

From: transfers@mail.sbinvoicesandpayments.bankofamerica.com
Sent: Monday, December 19, 2016 3:09 PM
To: Stuart Sohn
Subject: Your Same Day wire transfer was successfully sent

We have successfully sent the following transfer:

Item #: [REDACTED]
Amount: [REDACTED]
To: PJM Interconnection, LLC
Fee: [REDACTED]
Send on Date: 12/19/2016
Service: Same Day

If there is a problem with executing your request, we will notify you both by email and on the Manage Accounts tab. You can always check your transfer status on the Review Payment screen at www.bankofamerica.com/smallbusiness.

Sincerely,

Member Service

www.bankofamerica.com/smallbusiness

Email Preferences

This is a service email from Bank of America. Please note that you may receive service email in accordance with your Bank of America service agreements, whether or not you elect to receive promotional email.
