



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): Ben Moreell Solar Farm, LLC
 Mr. _ Ms. _ Dr. _ First Name: Eric Last Name: Millard
 Daytime Phone: 732-520-5055 Email: emillard@contisolar.com
 Applicant Mailing Address: 2045 Lincoln Highway
 City: Edison State: NJ Zip Code: 08817

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): Ben Moreell Solar Farm, LLC Contact Person: Eric Millard
 Mailing Address: 2045 Lincoln Highway
 City: Edison State: NJ Zip Code: 08817
 Daytime Phone: 732-520-5055 Email: emillard@contisolar.com

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

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

Company Name: Conti Solar, LLC Contact Person: John Ervin
 Federal Tax I.D. Number: [REDACTED]
 Daytime Phone: 732-860-4664 Email: jervin@contisolar.com
 Address: 2045 Lincoln Highway
 City: Edison State: NJ Zip Code: 08817

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

- i. Proposed Solar Facility Nameplate Capacity: 20 MW ac 28.56 MW dc
- ii. Estimated Energy to be Produced Annually: 38,556 MWh per year
- iii. Estimated SRECs to be Produced Annually: 38,556 SRECs per year
- iv. Estimated Commissioning Date: 12 / 05 / 2019 (Day, Month, Year)
 Estimated Decommissioning Date: 02 / 22 / 2056 (Day, Month, Year)
- v. Total Project Acreage: 170 site acres
 Proposed Solar Facility Location or Address: NWS Earle, Tinton Falls NJ
 Proposed Solar Facility Block and Lot Number(s): Block 121.03 Lot 1
 Proposed Solar Facility Township: Tinton Falls
 Proposed Solar Facility Zip Code: 07701
- vi. Estimated Annual Rate Impact on Ratepayers: The Project will have the same or less impact as other SREC Projects, because the Project does not receive a net metering incentive
- vii. Point of Interconnection: 40°15'40.34"N 74° 5'22.68"W. On Shafto Road, Tinton Falls, NJ
 Electric Distribution Company accommodating facility interconnection: JCP&L / First Energy
 PJM Interconnect Queue Number: AA2-184
- viii. Type of Solar Technology to be Used: Photovoltaic, fixed tilt



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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: The Project received a LOI from the NJ DEP on 2/21/19 verifying location of wetlands on site and will not require additional NJDEP permits.
The Project obtained a Stormwater Construction general Permit (5G3) with the NJDEP on 2/5/19 pursuant to the New Jersey Sediment Control Act
No other state permits or approvals are required
- x. Required Municipal permits, approvals, or waivers already received or anticipated: On January 9th, 2019 pursuant to the NJ soil Erosion and Sediment Control Act the Project was granted certification of it's Soil Erosion and Sediment Control Plan by the Freehold Soil Conservation District
No other municipal permits or approvals are required
- xi. Current Zoning Designation(s) for the proposed host site: _____
GU - Government Use - the facility is a Navy base and has been zoned under the "Government Use" Zoning Designation
- xii. Date of most recent change in zoning designation: 1944
- xiii. Zoning Ordinance; http://www.tintonfalls.com/filesstorage/99/724/232/Land_Use_Ordinance_-_Adopted_05-19-09.pdf
- 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) Desiged, Site Cleared
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, solar construction has not started. Site clearing in process per NEPA requirements
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) 05 / 01 / 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. N/A
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) 05 / 01 / 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. N/A
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. Attached
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): (12, 05, 19)
20. Has an application been submitted to safe harbor Treasury Federal Investment Tax credit at 30%? yes or no? no, we intend to complete the Project in 2019 and qualify for the 30% ITC
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? Yes
23. If yes, provide documentation such as an affidavit or contract execution page demonstrating that project finance has been secured as Appendix 12. Attached
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



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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: *Eric Millard*
 Print Name: Eric Millard
 Date: 3/14/2019

Project Developer

(if known)
 Signature: *Eric Millard*
 Print Name: Eric Millard
 Date: 3/14/2019

Proposed Facility Owner

(if known)
 Signature: *Eric Millard*
 Print Name: Eric Millard
 Date: 3/14/2019

Signed and sworn to before me on this 14th day of March, 2019

Dianaliz Santiago-Borcán
Signature

Dianaliz Santiago-Borcán
Name

DIANALIZ SANTIAGO-BORCAN
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50071537
 My Commission Expires 11/13/2022

- Attachment 2

Expression of Interest



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

Applicant Company Name (if applicable): Ben Moreell Solar Farm, LLC

Mr. Ms. Dr. First Name: Eric Last Name: Millard

Daytime Phone: 732-520-5055 Email: emillard@conticorp.com

Applicant Mailing Address: 2045 Lincoln Hwy

City: Edison State: NJ Zip Code: 08817

Solar Facility Size: 28.56 MW dc 20 MW ac

Module Capacity: 340 Watts dc Proposed Module Quantity: 84,000

Solar Facility Location or Address: NWS Earle

Solar Facility Block and Lot Number(s): 121.03 : 1

Solar Facility Township: Tinton Falls Solar Facility Zip Code: 07712

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

PJM Interconnection Queue Number: AA2-184

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:
- 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: ERIC K. MILLARD Date: 6/8/2016

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

- Attachment 3

Executed Escrow Agreement





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

Atn Wendy Morgan, CT Specialty Escrow
240 Greenwich Street - 7E

New York, New York 10286

Address

212-815-8286

Telephone Number

Escrow Account Number

Ben Moreell Solar Farm, LLC

Name of Proposed Solar Electric Power Generation Facility Owner

Naval Weapons Station Earle - Hamilton Rd

Tinton Falls, NJ 07724

Address of Proposed Solar Electric Power Generation Facility

To be determined

SRP Facility Registration Number

Ben Moreell Solar Farm, LLC

2045 Lincoln Highway

Edison, NJ 08817

Address of Proposed Solar Electric Power Generation Facility Owner

732-520-5055

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 Ben Moreell Solar Farm 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.

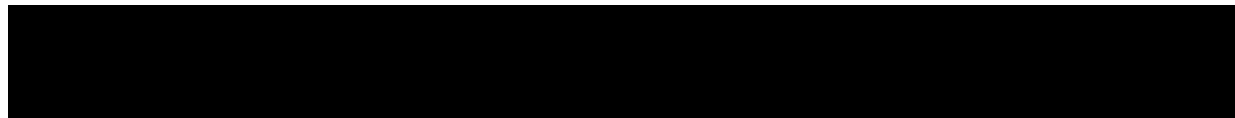
(10) Withdrawal or Disbursement of Funds

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
7th Floor, 44 South Clinton Ave.
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 Matthew Scluz
Signature

Matthew Scluz
Print or Type Name

Manager
Title

ATTEST

By Diana Palazzimery
Signature
DIANA PALAZZIMERY
Print or Type Name

(Accredited Financial Institution Name)

By Thomas Hacker
Signature

THOMAS HACKER
Print or Type Name
VICE PRESIDENT

Title

APPROVED BY THE NEW JERSEY BOARD OF PUBLIC UTILITIES

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

March 13, 2019
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 Ben Moreell Solar Farm's Location



Introduction

- Section xiv of the Solar Subsection (r) Application Form requires that Applicant provide:

“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”

- Ben Moreell Solar Farm, LLC has organized our research to satisfy this requirement into two sections:
 - Section 1: Maps demonstrating that the host site is not located with 0.5 miles of farm parcels or lands preserved for agricultural, conservation, or recreational purposes
 - Section 2: Maps showing host site proximity to Agricultural Development Area or Farmland Preservation Program land

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- Section 1
 1. Location of Farm Parcels..... Page 4 –5
 2. Location of Preserved Agriculture and Farmlands.... Page 6 –8
 3. Location of Preserved Open Space and Recreation.... Page 9-11

- Section 2
 1. Proximity to the nearest Agricultural Development Area...Page 12-14
 2. Proximity to the nearest Farmland Preservation Areas.... Page 15-18

Section 1.1. Farm Parcels

- The following map shows Agricultural Land in Monmouth County
- **Conclusion: No Farm parcels within 0.5 miles of the Project Site**



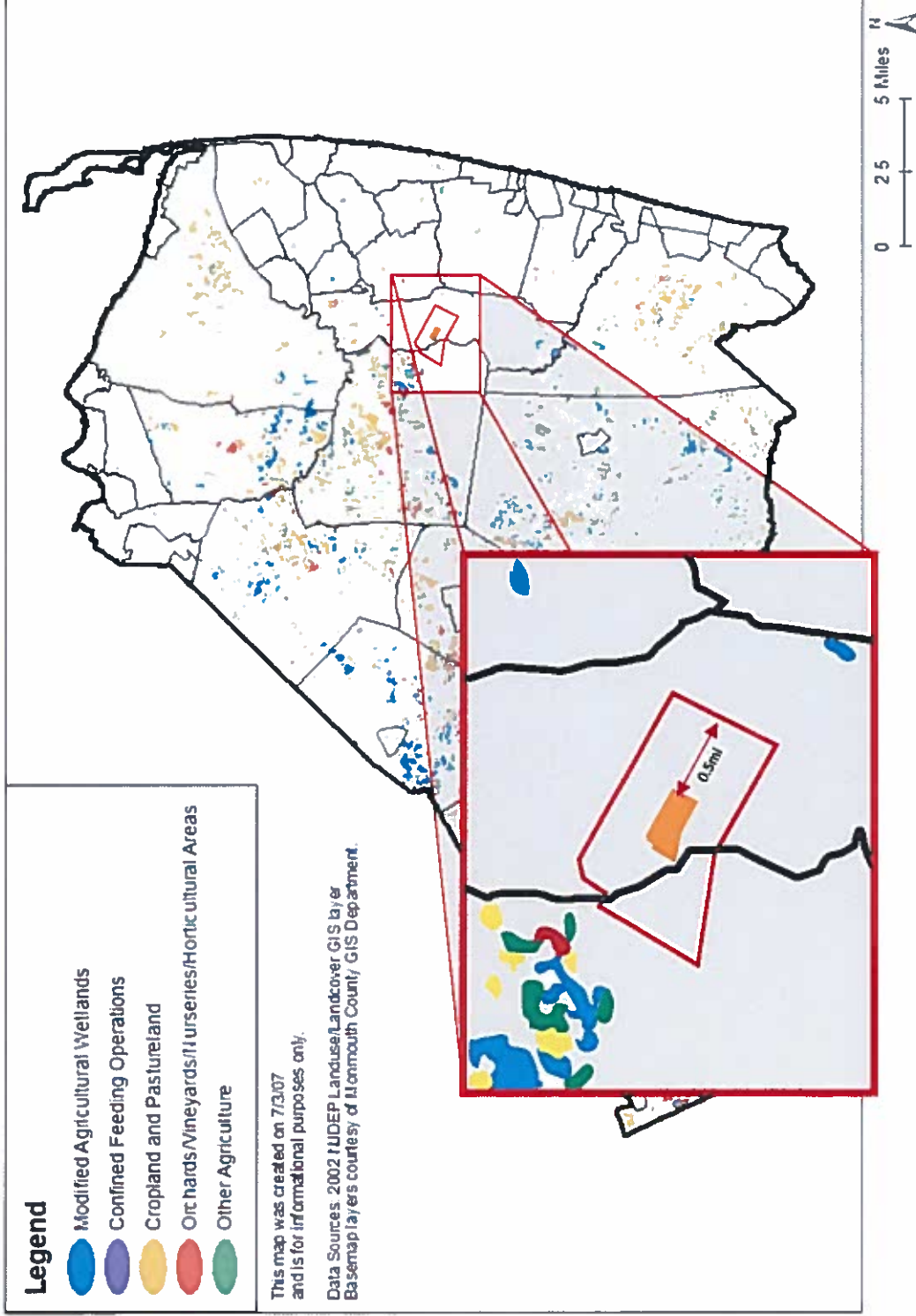
Agricultural Land in Monmouth County

Monmouth County Agriculture Development Board
One East Main Street, Freehold, New Jersey 07728 732-431-7400

Legend

- Modified Agricultural Wetlands
- Confined Feeding Operations
- Cropland and Pastureland
- Orchards/Vineyards/Nurseries/Horticultural Areas
- Other Agriculture

This map was created on 7/3/07 and is for informational purposes only.
Data Sources: 2002 NJDEP Landuse/Landcover GIS layer / Basemap layers courtesy of Monmouth County GIS Department.



Section 1.2 -Preserved Agriculture and Farmland

- The following pages show maps from
 - a) Monmouth County's Farmland Preservation Plan (Master Plan) – Page 7
 - i. No preserved farmland within 0.5mi
 - b) New Jersey Farmland Presentation Program – Monmouth County Map– Page 8
 - i. No preserved farmland within 0.5mi. The NJ Farmland Preservation Program map does indicate a preserved farmland parcel within 0.5mi of the site, however this property is currently being developed as a residential subdivision (see page 18 of this Appendix 4)
- **Conclusion – No preserved farmland within 0.5 miles of the Project Site.**

Monmouth County Farmland Preservation Plan



Preserved Farms in Monmouth County Map 2015

Monmouth County Master Plan

May 2016

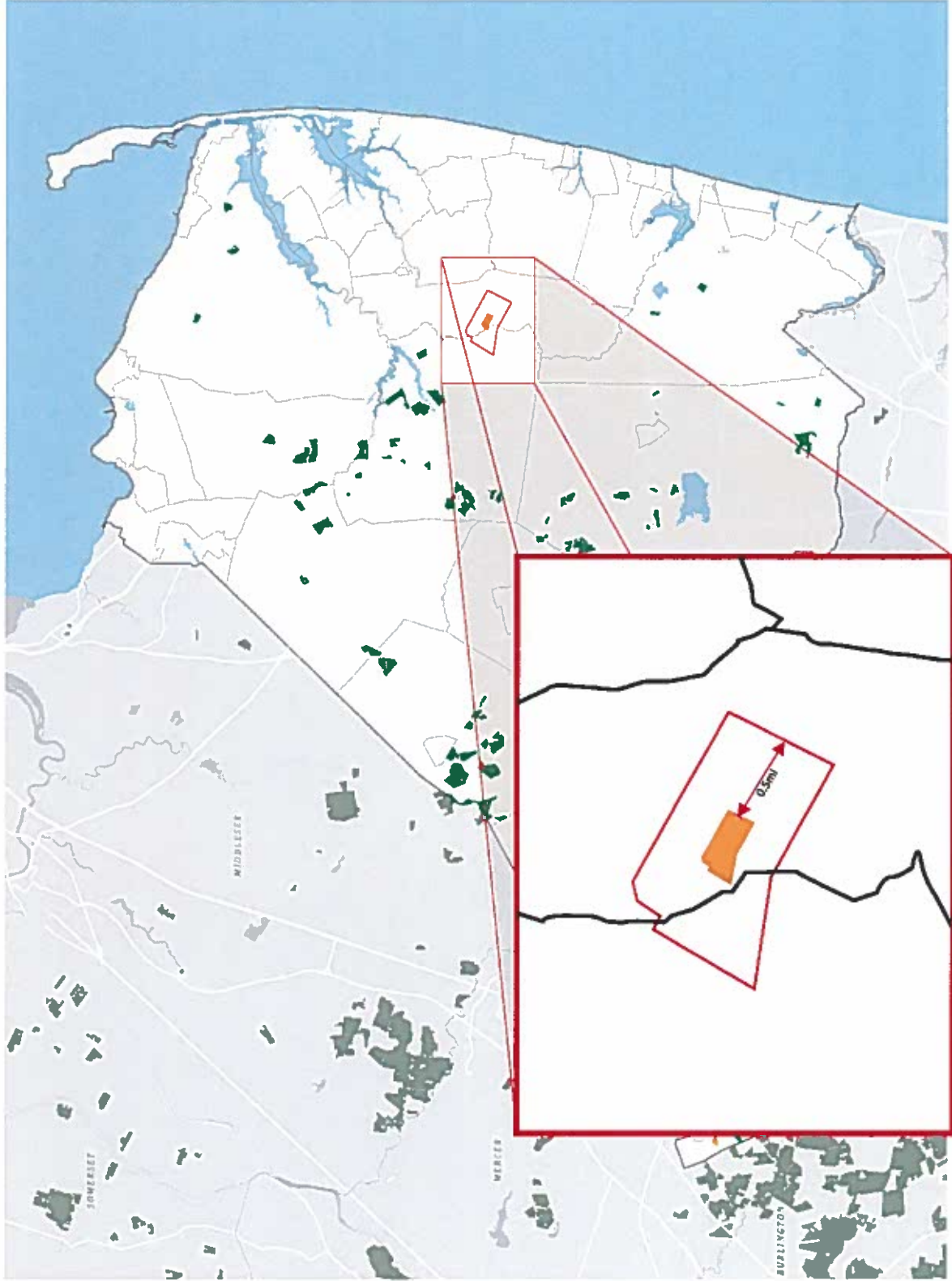
Data current through 12/31/2015

- Preserved Farm
- Eight-Year Program Farm
- Preserved Farms in Other Counties

This map was developed using Monmouth County Digital Data from the Monmouth County Department of Planning and Economic Development. The County GIS parcel data layer is intended as informational purposes only and is not intended to replace any legal record.



This map was developed using GIS digital data supplied by county and aerial resources. Data accuracy is limited by the accuracy and scale of the original source. The digital data herein is for consultative and deliberative purposes only. Site specific conditions should be verified. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state authorized.



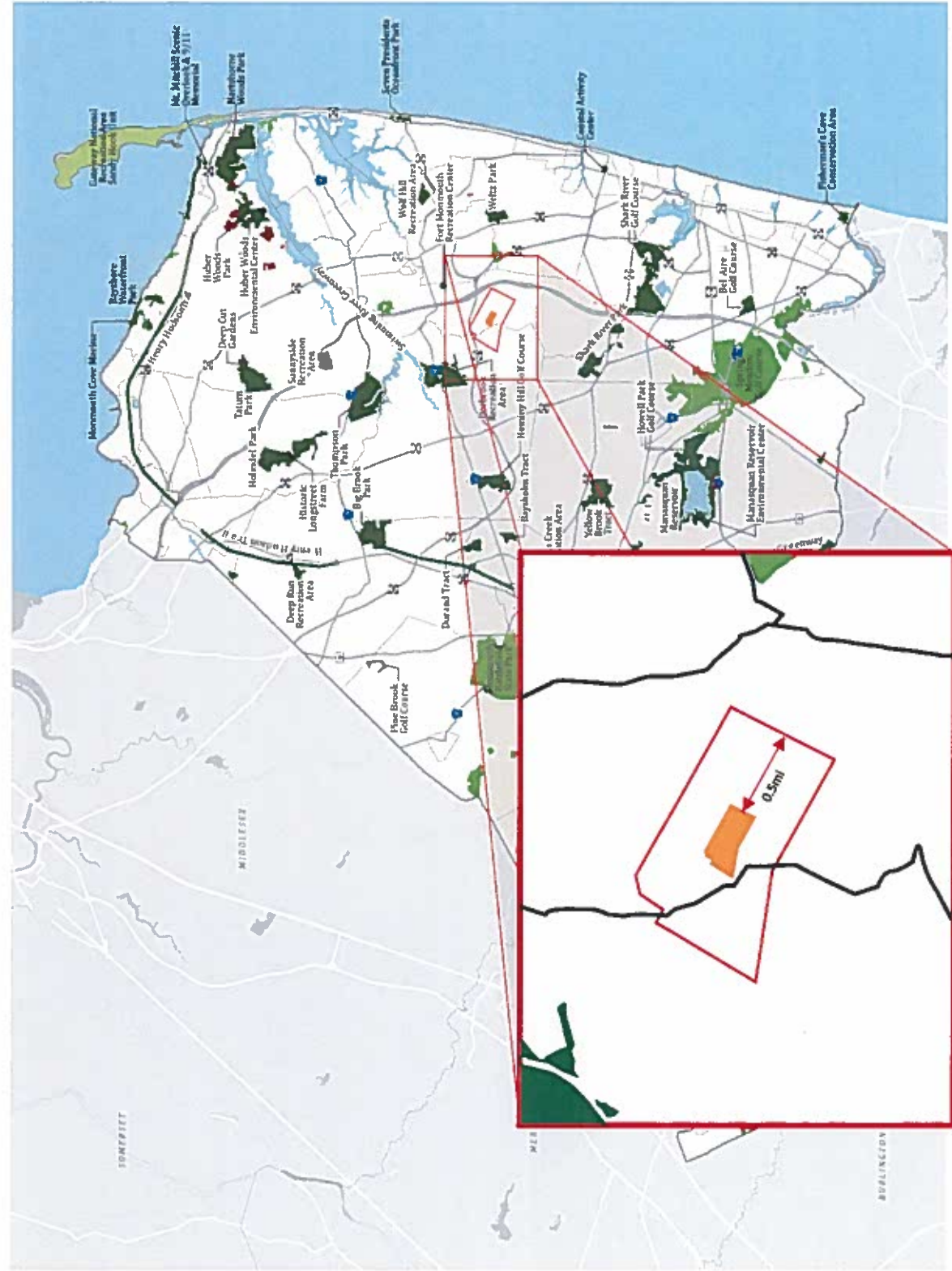
Ben Morrell Solar Farm, LLC

Source: <http://co.monmouth.nj.us/documents/24/Master%20Plan%20Figure%205.1.png>

Section 1.3 -Preserved Recreation and Open Space

- The following pages show maps of
 - a) Monmouth County's Open Space and Parkland Map (Master Plan) – Page 10
 - a) No Open Space or Preserved Recreation within 0.5 miles of the project site
 - b) New Jersey Green Acres Program Map – Page 11
 - a) No Open Space or Preserved Recreation within 0.5 miles of the project site
- **Conclusion – No preserved recreation and open space within 0.5mi of the project site.**

Monmouth County Open Space and Parkland Map



Monmouth County Open Space and Parkland Map

Monmouth County Master Plan

May 2016

- Federal Park
- State Park
- County Park
- Monmouth Conservation Foundation
- Foundation Endowment

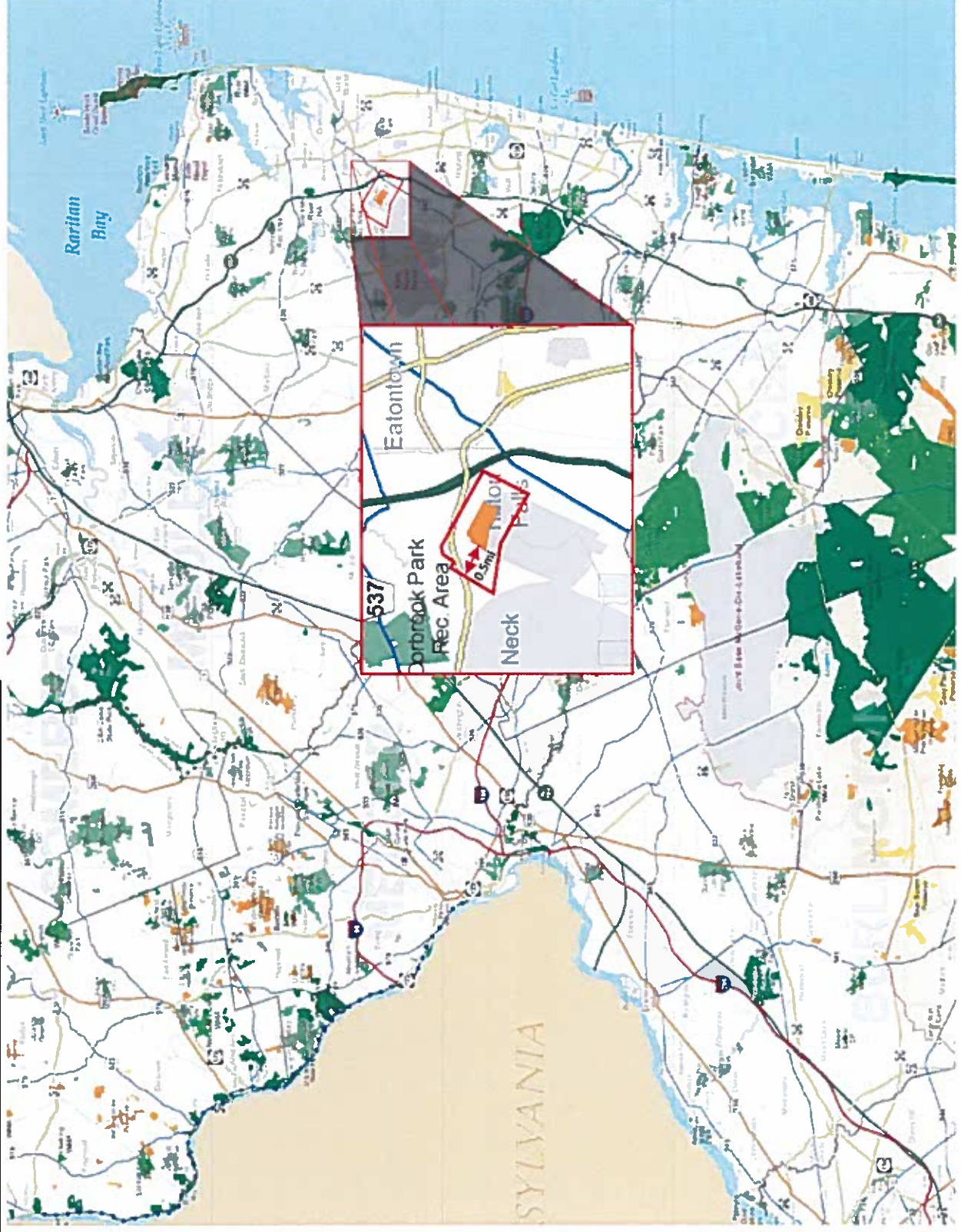
This map was developed using Monmouth County Digital Data from the Monmouth County Division of Planning GIS Section. New Jersey Office of GIS, Monmouth Conservation Foundation, and the National Park Service.



This map was created using GIS digital data. The accuracy of the digital data is limited by the accuracy and scale of the original source. The digital data herein is for consultative and celebratory purposes only. Site specific conditions should be verified. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

Ben Morrell Solar Farm, LLC

New Jersey Green Acres Program Map



Ben Morrell Solar Farm, LLC

Source: <https://www.state.nj.us/dep/greenacres/ga50/osmap.html>

Section 2.1 – Proximity to Agriculture Development Areas

- The following maps show the proximity to Monmouth County's Agriculture Development Area ("ADA") – Pages 13 and 14
 - The nearest ADA is 0.28 miles from the Project Site and is separated by dense forest



Agricultural Development Areas in Monmouth County

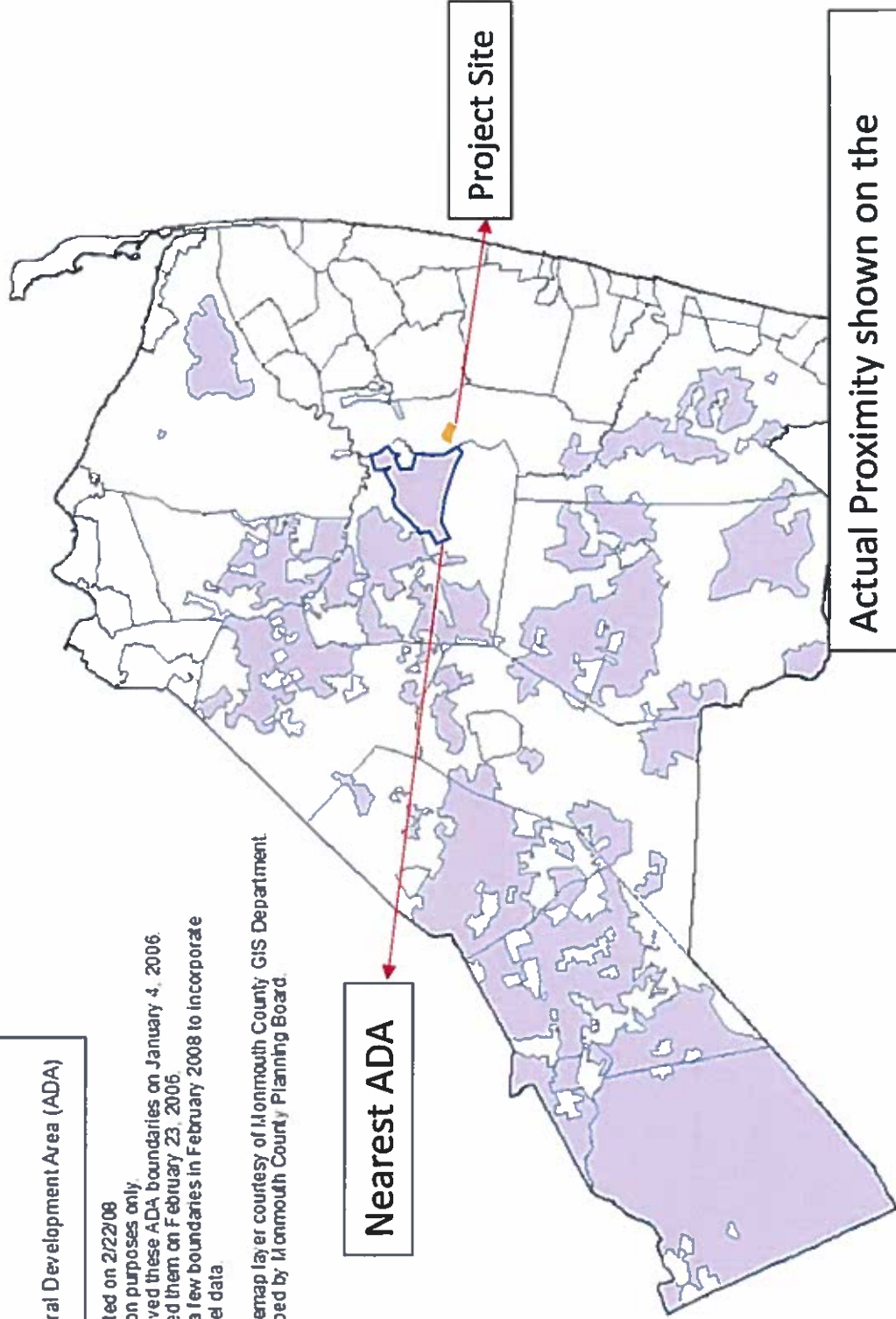
Monmouth County Agriculture Development Board
One East Main Street, Freehold, NJ 07728 (732) 431-7460

Legend

 Agricultural Development Area (ADA)

This map was created on 2/22/08 and is for information purposes only. The LICADB approved these ADA boundaries on January 4, 2006. The SADC approved them on February 23, 2006. The county edited a few boundaries in February 2008 to incorporate improved GIS parcel data.

Data Sources: Basemap layer courtesy of Monmouth County GIS Department. ADA's layer developed by Monmouth County Planning Board.

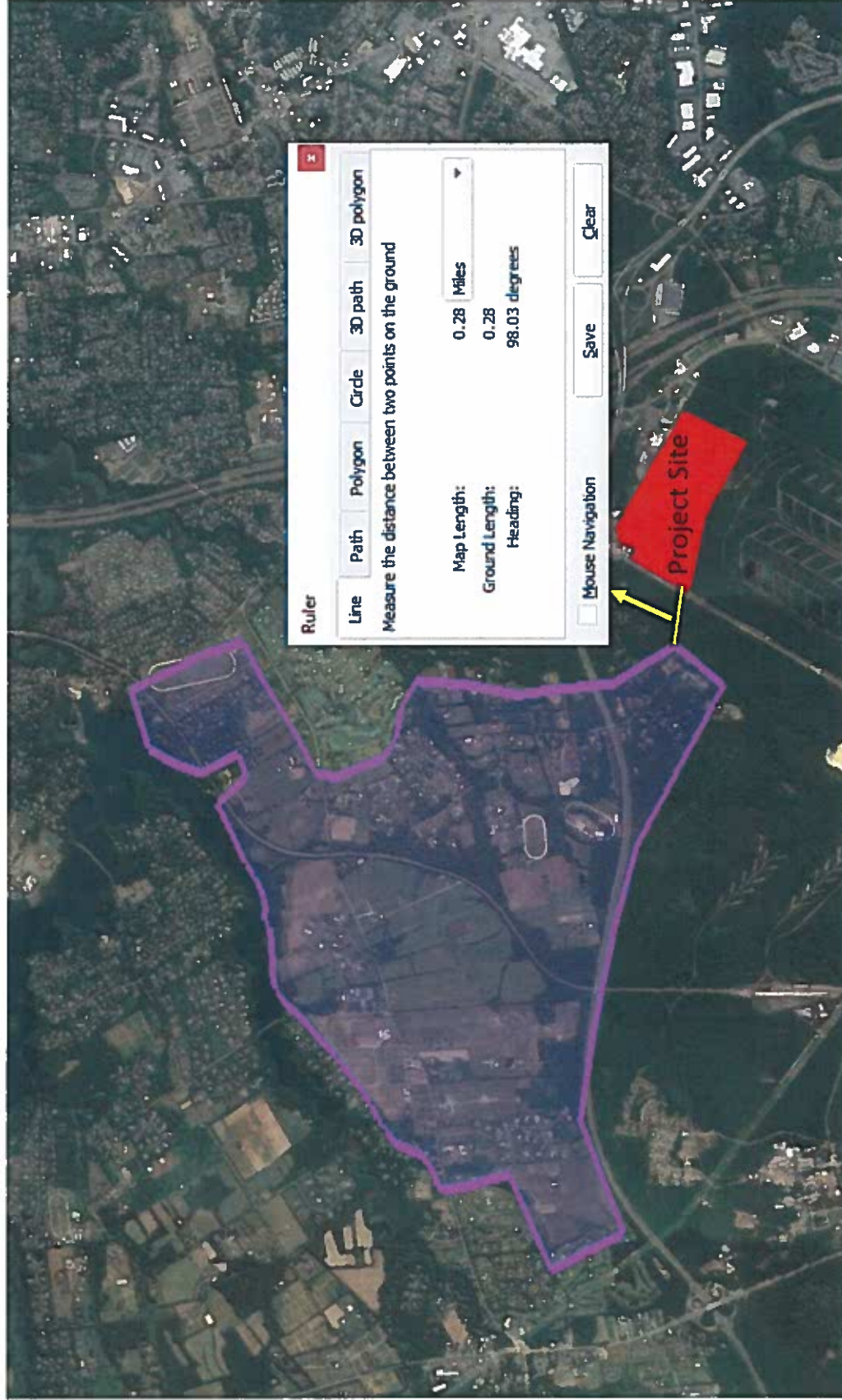


Actual Proximity shown on the following map



Ben Morrell Solar Farm, LLC

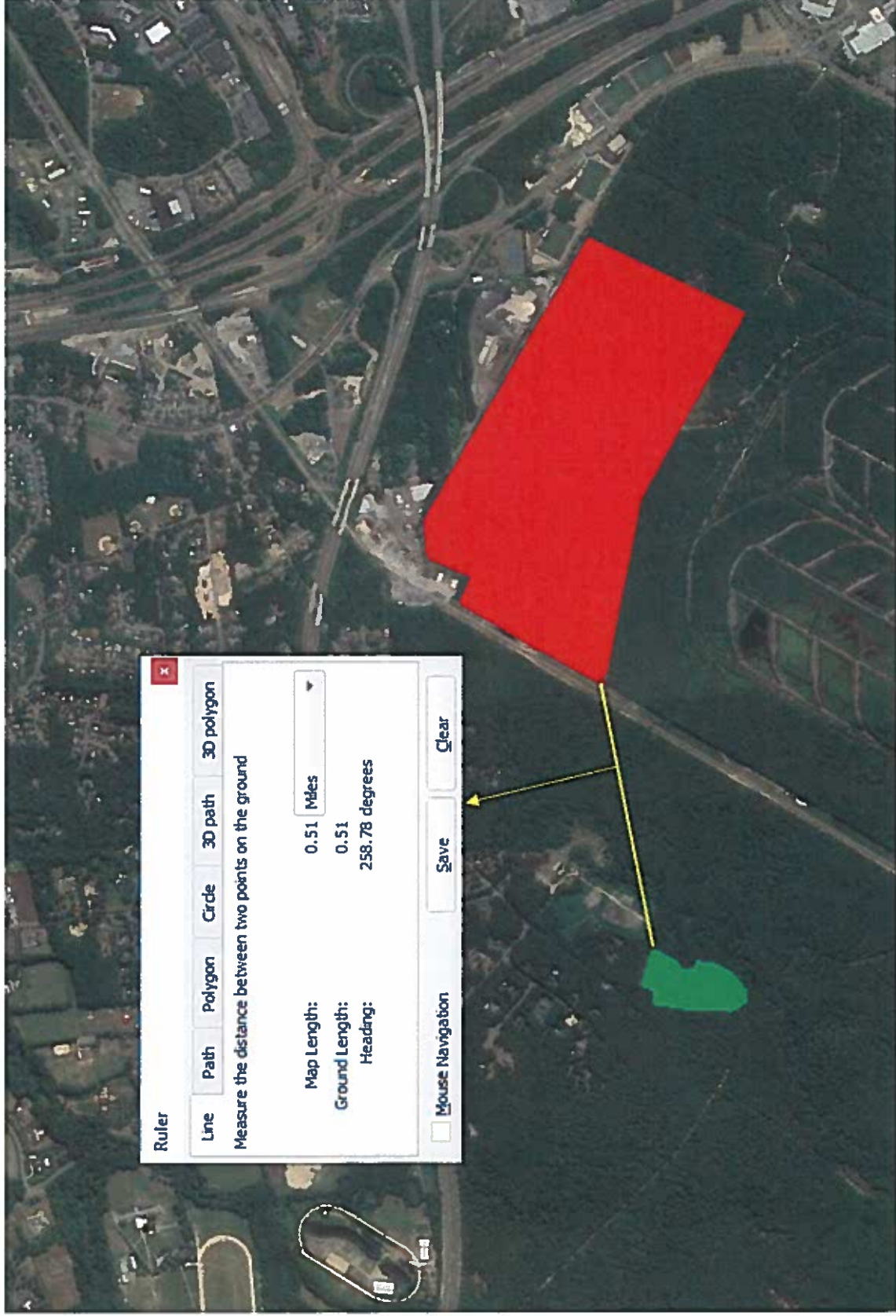
Proximity to Nearest Agricultural Development Area



Section 2.2 – Proximity to NJ Farmland Preservation

- The following maps show the proximity of the Project Site to properties under New Jersey’s Farmland Preservation Program (FPP) – Pages 16 through 18
 - The nearest NJ Farmland Preservation Program Site is 0.51 miles from the Project Site

Proximity to Nearest NJ Preserved Farmland



Error on NJ Farmland Preservation Map



Block 105 Lot 5.01 is shown on the NJ Farmland Preservation Program, however the parcel is currently being developed as a residential subdivision, and is clearly not being preserved for farmland, as evidenced by photos on this page

- Appendix 5

Maps of other Grid Supply Solar projects



Introduction

- Section xv of the Solar Subsection (r) Application requires that Applicant provide:

“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;”

- Ben Moreell Solar Farm, LLC has organized our research to satisfy this requirement into two Sections:
 - **Section 1:** Maps showing grid tied projects proposed, under construction, or existing within the nearest Agricultural Development Area, Green Acres Preserved Land, and Farmland Preservation Program land
 - **Section 2:** Maps showing location of other grid supply projects proposed, under construction, or existing within 5 miles of the host site

Index

- Section 1
 1. Grid Supply Projects within the nearest Agricultural Development Area..... Page 4 –5
 2. Grid Supply Projects within the nearest land preserved under the Green Acres Program... Page 6-7
 3. Grid Supply Projects within the nearest land preserved under the Farmland Preservation Program.... Page 8-9
- Section 2
 1. Location of Agricultural Development Areas.... Page 10-11

Section 1.1 - Grid Tied Projects in Agricultural Development

- The following map was created by searching NJ Clean Energy Program pipeline, NJCEP installation report, and PJM interconnection queue to determine the location of proposed, under construction, or existing projects in the vicinity of the Project Site. These projects were located and overlaid onto the Monmouth County Agricultural Development Area Map
- The Monmouth County Agricultural Development Area (“ADA”) Map shows that the nearest ADA is located approximately 0.28 miles west of the Project Site.
- **Conclusion - No grid tied projects are located within the nearest ADA.**



Agricultural Development Areas in Monmouth County

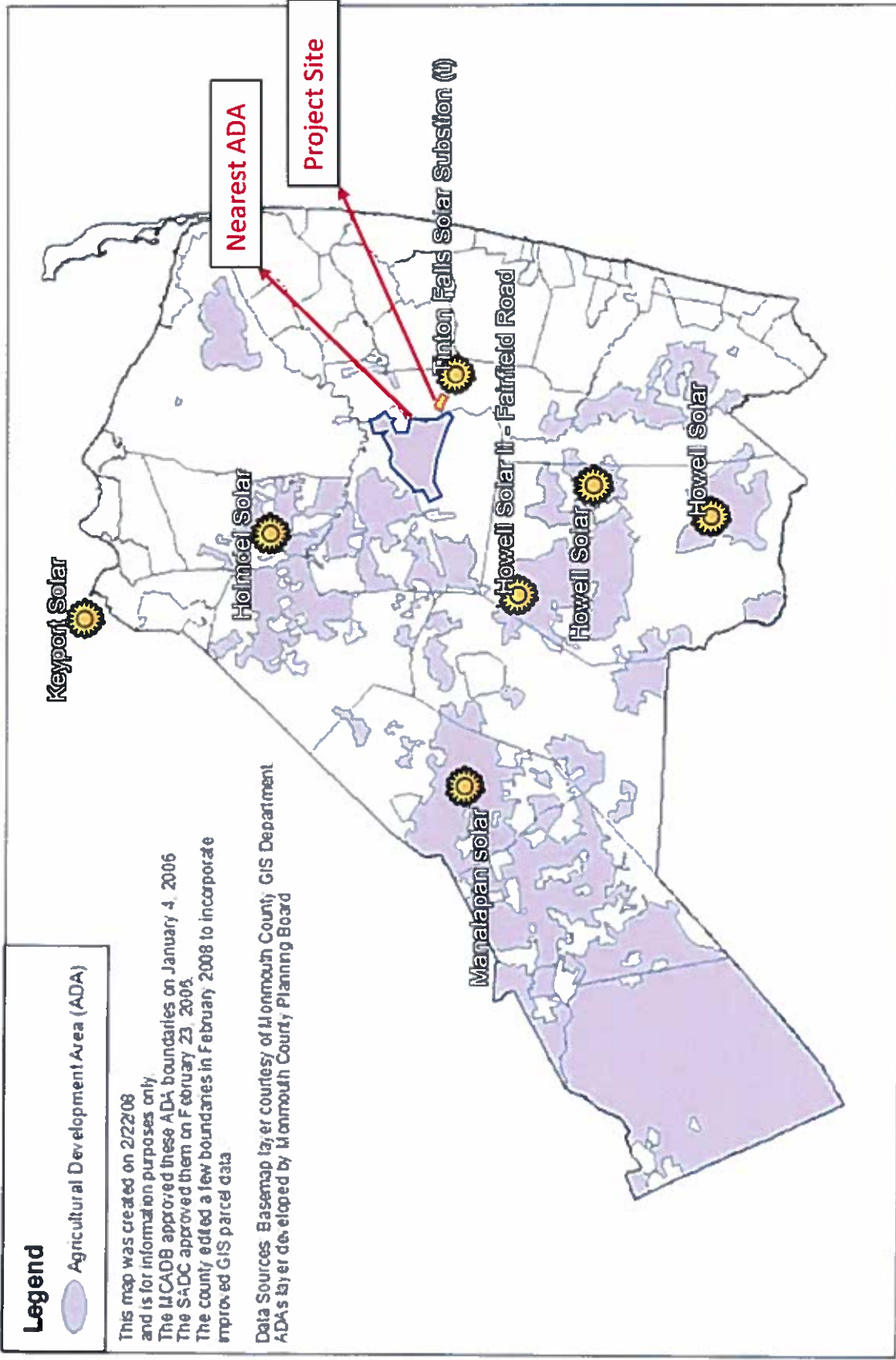
Monmouth County Agriculture Development Board
One East Main Street, Freehold, NJ 07728 (732) 431-7460

Legend

 Agricultural Development Area (ADA)

This map was created on 2/22/08 and is for information purposes only. The M/CADB approved these ADA boundaries on January 4, 2006. The S/ADC approved them on February 23, 2006. The county edited a few boundaries in February 2008 to incorporate improved GIS parcel data.

Data Sources: Basemap layer courtesy of Monmouth County GIS Department. ADA's layer developed by Monmouth County Planning Board.



DATA NOT TO SCALE, ALL RIGHTS RESERVED

Ben Morrell Solar Farm, LLC

Section 1.2 - Grid Tied Projects in Green Acres Program

- The following map was created by searching NJ Clean Energy Program pipeline, NJCEP installation report, and PJM interconnection queue to determine the location of proposed, under construction, or existing projects in the vicinity of the Project Site. The surrounding grid tied projects were located overlaid on the New Jersey Green Acres Program Map
- The New Jersey Green Acres Program (“GAP”) Map shows that the nearest GAP is located approximately 1 mile northwest of the site at Dorbrook Park Recreational Area.
- **Conclusion - No grid tied projects are located within the nearest GAP site.**

Section 1.3 - Grid Tied Projects in Farmlands Preservation Program

- The following map was created by searching NJ Clean Energy Program pipeline, NJCEP installation report, and PJM interconnection queue to determine the location of proposed, under construction, or existing projects in the vicinity of the Project Site. The surrounding grid tied projects were located and overlaid on the New Jersey Farmland Preservation Program Map.
- The New Jersey Farmland Preservation Program (“FPP”) Map shows that the nearest FPP is located 0.51 miles to the southwest of the site.
- **Conclusion - No grid tied projects are located the nearest FPP site.**

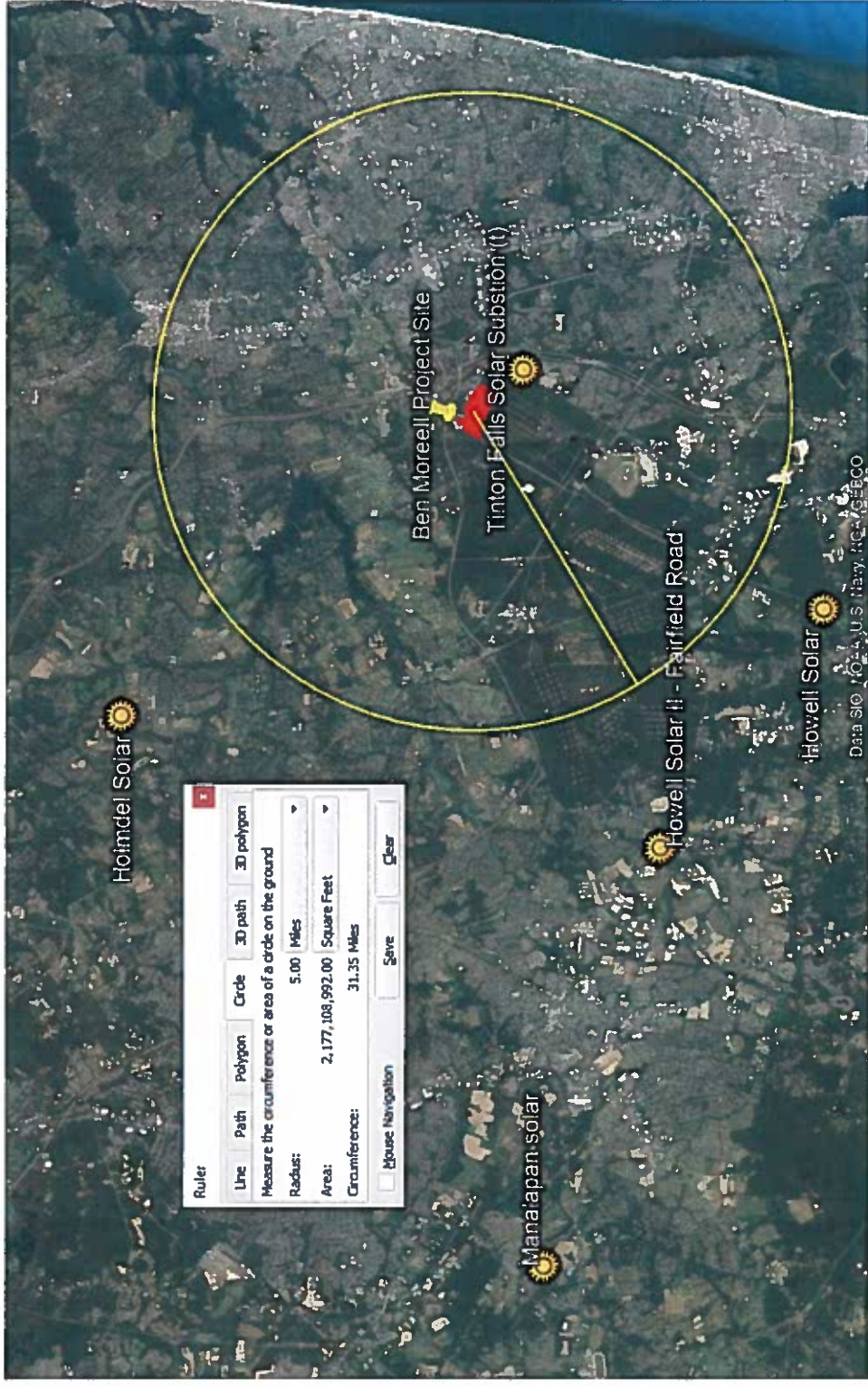
NJ Farmland Preservation Program



Section 2.1 -Grid Tied Projects within 5 miles

- The following map was created by searching the NJ Clean Energy Program pipeline, the NJCEP installation report, and the PJM interconnection queue, and overlaying those project sites on an aerial map.
- **Conclusion**
 - The closest grid tied project is Tinton Fall Solar, which is an operating Subsection (t) project sited on a brownfield property. Tinton Falls Solar is located approximately 0.56 miles from the Project Site.
 - All other proposed, under construction, or operating grid-tied projects are located further than 5 miles from the Project Site.

Grid Tied Projects within 5miles of Project Site



- Appendix 6

Decommissioning Plan





16 South Ave West, #207
Cranford, NJ 07016
www.qesolar.com
888-287-0207

Decommissioning Plan

Customer: Conti Solar
Project: Ben Moreell Solar Farm (~28.56MW DC)
Firm: QE Solar LLC
Submittal Date: February 28, 2019

Decommissioning Plan

Ben Moreell Solar Farm Naval Weapons Station Earle Tinton Falls, NJ

**EPC - Conti Solar
2045 Lincoln Highway
Edison, NJ 0881**

Confidentiality & Legal Notice

This report was prepared by QE Solar for the named recipient. The content and material contained herein is private, confidential, and for view and use by this recipient only. It should only be disclosed to others on a need to know basis. QE Solar owns all rights in and to this document, including the content and photos herein. This document shall not be disseminated or reproduced in whole or in part, in any form or through any media, without the prior written approval of QE Solar.

1.0 Facility Description

Ben Moreell Solar Farm (the "Project") is an approximately 28.56MW DC solar farm proposed at Naval Weapons Station Earle in Tinton Falls, NJ. The Project is to be constructed on approximately 170 acres of underutilized land that was formerly used by both the US Navy and US Army for training and communications. The purpose of the facility is the generation of solar electricity. The facility will be interconnected to an existing 35kV overhead transmission line operated by First Energy and located on Shafto Road in Tinton Falls, NJ.

The project is a ground mounted solar array. The solar panels are mounted on simple fixed tilt steel structures consisting posts, beams, rails and bracing. Vertical steel posts will be driven in the ground to a depth of approximately 8 feet to anchor the structures. The solar panels will be electrically connected to combiner boxes mounted on the racking which will be combined into central inverters which will be mounted on concrete foundation pads. The inverters will be electrically connected to step-up transformers which will transform the voltage to 35kV. The transformers will be loop fed together and a single generator tie-line will be installed to the point of interconnection. At the point of interconnection, there will be a pad-mounted switchgear and several wooden utility poles, each topped with specific electrical equipment including meters, switches, and fuses. The site will be accessed via an existing gate located on Hamilton Road along the northern boundary of Naval Weapons Station Earle.

The estimated useful project life time is 37 years. The following list is a summary of the general site features:

- 28.56MW DC Solar array consisting of silicon based solar panels (modules)
- Driven post steel and aluminum racking system
- Chain link security fence surrounding the array perimeter.
- Up to 5 central inverters mounted on concrete pad
- Up to 5 step-up transformers mounted on concrete pad
- 1 pad mounted switchgear
- 168 Combiners boxes mounted on racking
- Copper and aluminum wire
- Underground conduit at the array location and connecting the array to the point of interconnection.
- Overhead poles and wires at the point of interconnection from the switchgear to the existing 35kV transmission line along Shafto Road.
- Gravel access road
- Metal security gates at array location.

1.1 Disclaimer

This plan was written based on the analysis of the information listed above and the Preliminary PV layout RevM and E-100 AC One Line Dated 1/31/19. In connection with the review, analysis, and otherwise generation of this plan, it should be noted that QE Solar made the following assumptions: (i) the information and documentation provided is authentic and (ii) there are no significant technical, contractual, or otherwise relevant documents or information related to the project that have not been delivered to QE Solar. Thus, the statements that appear in this document are based on the authenticity and totality of the documentation received to date. Moreover, QE Solar expressly disclaims any representation or warranty, expressed or implied, concerning the accuracy, comprehensiveness, or suitability of the information for a particular purpose. In any case, the responsibility of QE Solar within the framework of this document will never exceed the fees paid by the recipient for the work. The acceptance of these documents by the intended recipients implies full acceptance of the Disclaimer.

2.0 Decommissioning Plan

The project consists of numerous materials that can be recycled, including steel, aluminum, glass, copper and plastics. At the end of operational life of the project the system will be dismantled using conventional construction equipment. The project material will be removed from the site and recycled or disposed of safely. Based on a review of the designed system (*Preliminary PV layout RevM and E-100 AC One Line Dated 1/31/19*), the following is a suggested decommissioning plan for shut down, deconstruction and removal of the installation site. It is recommended that all current laws, requirements and processes be reviewed and considered at the time of removal as well as any relevant site considerations or project owner requirements that may have changed or adjusted since installation. All work processes and procedures should be reviewed with a qualified contractor familiar with electrical systems and solar projects as the site referenced herein. Likewise, all contractors working on said decommissioning shall abide by all electrical, safety and environmental considerations present at the site and/or required by any local authorities, owners or site hosts.

2.1 Temporary Erosion Control

Temporary erosion and sedimentation control best management practices will be used during the decommissioning phase of the project. Control features will be regularly inspected during the decommissioning phase and removed at the end at the process.

2.2 Material Removal Process

The decommissioning process will consist of the following general steps:

- 2.2.1 Facility shall be disconnected safely from the power grid and all equipment shall be switched to off position.
 - 2.2.1.1 Switch inverters to off position.
 - 2.2.1.2 Open (switch to off position) all inverter DC switches or circuit breakers at the recombiner.
 - 2.2.1.3 Open (switch to off position) the inverter main AC switch or circuit breaker.

- 2.2.1.4 Open (switch to off position) all DC combiner disconnects.
- 2.2.1.5 Open and remove all DC source circuit fuses in DC combiners.
- 2.2.1.6 Disconnect unfused source circuit from terminal bus and install a wire nut on the cable.
- 2.2.1.7 Open all Utility MV or HV disconnect switches.
- 2.2.2 PV modules shall be disconnected, packaged and returned to manufacturer or appropriate facility for recycling
- 2.2.3 Above and underground cabling shall be removed and sent to appropriate recycling facility.
- 2.2.4 Combiner boxes will be disconnected from racking and shipped intact to an approved electrical equipment recycler.
- 2.2.5 Inverters and transformers will be removed from their concrete pads and disposed of at an appropriate recycling facility.
- 2.2.6 Switchgear will be removed from its concrete pad and disposed of at an appropriate recycling facility
- 2.2.7 All equipment will be removed from utility poles and the utility poles will be removed – all will be disposed of at an appropriate recycling facility.
- 2.2.8 Racking materials shall be dismantled, removed, and recycled off- site at an approved recycler.
 - 2.2.8.1 Purlins and chords will be dismantled and removed first.
 - 2.2.8.2 Pull racking posts. (*Note: Small excavations may be required to remove the racking posts.)
- 2.2.9 Fencing will be dismantled, removed, and recycled off-site and an approved recycler.
- 2.2.10 Concrete foundation pads will be broken and removed.
- 2.2.11 All remaining electrical and support equipment will be dismantled, and recycled or disposed of in the proper means.
- 2.2.12 Any hazardous or potentially hazardous materials will be disposed of in the appropriate manner and location consistent with any current local, state or federal regulatory and safety requirements.

2.3 PV Module Removal

Solar photovoltaic modules used in the project are manufactured within regulatory requirements for toxicity based on Toxicity Characteristic Leaching Procedure (TCLP). The solar panels are not considered hazardous waste as per the EPC. The panels used in the project will contain silicon, glass, and aluminum which have value for recycling. Modules will be dismantled and packaged per manufacturer or approved recyclers specifications and shipped to an approved off-site approved recycler.

2.4 Electric Wire Removal

Electric wire made from copper or aluminum has value for recycling. DC wiring can be removed manually from the panels to the inverter. Underground wire in the array of the array will be pulled and removed from the ground. Overhead cabling for the interconnection will be removed from poles. All wire will be sent to an approved recycling facility. Poles will also be removed and recycled.

2.5 Electrical Equipment Removal

Inverters, combiner boxes, transformers, switchgear and other electrical equipment will be dismantled, packaged, and removed from the site per manufacturers specifications for removal, decontamination, disposal or recycling. Any dielectric fluids present in transformer, or other electric equipment will be removed, packaged and set to an approved waste facility.

2.6 Racking and Fencing removal

All Racking and fencing material will be broken down into manageable units and removed from facility and sent to an approved recycler. All racking posts driven into the ground will be pulled and removed.

2.7 Concrete Slab Removal

Concrete slabs used as equipment pads will be broken and removed to a depth of one foot below grade. Clean concrete will be crushed and disposed of off-site and or recycled and reused either on or off-site.

2.8 Access Road Removal

All access road areas will be removed and replaced with loam to encourage vegetative growth per consultation with the US Navy, provided that the US Navy may wish to keep a portion of the access road intact for their own traffic on base.

3.0 Decommissioning Terms

Project shall be decommissioned within 180 days of the end of the project's operational life. Areas disturbed during the decommissioning phase will be seeded with a drought tolerant grass seed mix appropriate for the area. The gravel access road will remain intact. At completion of decommissioning phase as described in this document, and expiration of site lease, the land will be returned to the owner in its existing condition.

- Appendix 7

Equipment Expenditures – NOT APPLICABLE



- Appendix 8

Photos of Materials – NOT APPLICABLE



- Appendix 9

Photos of Completed Construction – NOT
APPLICABLE



- Appendix 10

ISA and CSA Information





2750 Monroe Blvd.
Audubon, PA 19403

October 11, 2016

Mr. Eric Millard
Ben Moreel Solar Farm, LLC
2045 Lincoln Highway
Edison NJ 08817

Re: AA2-184 Interconnection and Construction Service Agreements

Dear Mr. Millard:

Enclosed, for your file, are executed copies of the Interconnection and Construction Service Agreements for the above referenced project.

If you have any questions, please feel free to contact me at 610-666-8219.

Sincerely,

A handwritten signature in cursive script that reads "Marcie Gritmon".

Marcie Gritmon
Interconnection Planning Department

Encl.

17-23-16A12:57 RCVA

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

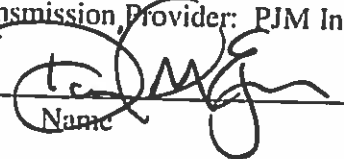
(PJM Queue #AA2-184)

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

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 #AA2-184)

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

By:  8/22/16
Name Title Date

Manager, Interconnection Projects
David M. Egan

Printed name of signer: _____

Interconnection Customer: Ben Moreell Solar Farm, 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 #AA2-184)

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

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Ben Moreell Solar Farm, LLC.

By:  _____
Name Title Date 7/26/2016

Printed name of signer: Kurt G. Conti

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 #AA2-184)

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

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Ben Moreell Solar Farm, LLC.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: Richard A. Zeyler Director - FERD & ICD 8/19/2016
Name Title Date

Printed name of signer: Richard A. Zeyler

**SPECIFICATIONS FOR
INTERCONNECTION SERVICE AGREEMENT**

By and Among

PJM INTERCONNECTION, L.L.C.

And

Ben Moreell Solar Farm, LLC.

And

**Jersey Central Power & Light Company
(PJM Queue Position #AA2-184)**

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:

Atlantic – Red Bank 34.5kV Solar

b. Location of Customer Facility:

Intersection of Nelson Dr. & Hamilton Rd (approx. 500' south)
Colts Neck, New Jersey 07722

c. Size in megawatts of Customer Facility:

For Generation Interconnection Customer:

Maximum Facility Output of 20 MW

d. Description of the equipment configuration:

A ground mounted, inverter based, solar photovoltaic generating facility consisting of 20 MW of solar arrays.

2.0 Rights

2.1 The generating unit(s) described in section 1.0 shall be an Energy Resource. Pursuant to this Interconnection Service Agreement, the generating unit will be permitted to inject 20 MW (nominal) into the system. PJM reserves the right to limit injections to this quantity 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. One (1) 34kV circuit breaker located on the high side of the generator step up ("GSU") transformer
2. One (1) 480V – 34.5 kV GSU

(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:

Nonc.

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

b. Interconnected Transmission Owner

Attachment Facilities:

1. PJM Network Upgrade Number n5000
New 34kV tap connection to the Atlantic – Ocean View 34kV line.

Non-Direct Connection Facilities:

2. PJM Network Upgrade Number n5001
Distribution protection system settings changes at Atlantic 34kV Sub
3. PJM Network Upgrade Number n5002
Distribution protection system settings changes at Ocean View 34kV Sub

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:

\$	[REDACTED]	Direct Labor
\$	[REDACTED]	Direct Material
\$	[REDACTED]	Indirect Labor
\$	[REDACTED]	Indirect Material
\$	[REDACTED]	Total

4.6 Security Amount Breakdown:

\$ [REDACTED] Estimated Cost of Non-Direct Connection Local Upgrades and/or Non-Direct Connection Network Upgrades

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

less \$ [REDACTED] Costs already paid by Interconnection Customer

\$ [REDACTED] Total Security required with ISA

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

(PJM Queue #AA2-184)

INTERCONNECTION CONSTRUCTION SERVICE AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
BEN MOREELL SOLAR FARM, LLC.
And
JERSEY CENTRAL POWER & LIGHT COMPANY

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

(PJM Queue Position #AA2-184)

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

By: [Signature] _____ 8.22.16
Name Title Date
Manager, Interconnection Projects
David M. Egan

Printed name of signer: _____

Interconnection Customer: Ben Moreell Solar Farm, 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.

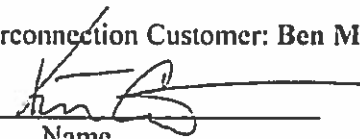
(PJM Queue Position #AA2-184)

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

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: **Ben Morecell Solar Farm, LLC.**

By:  _____
Name Title Date
President/CEO 7/26/2016

Printed name of signer: Kurt G. Conti

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 #AA2-184)

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

By: _____
Name Title Date

Printed name of signer: _____

Interconnection Customer: Ben Moreell Solar Farm, LLC.

By: _____
Name Title Date

Printed name of signer: _____

Interconnected Transmission Owner: Jersey Central Power & Light Company

By: Richard A. Ziegler Director - FERC & RID 8/19/2016
Name Title Technical Support Date

Printed name of signer: Richard A. Ziegler

SCHEDULE G

CUSTOMER INTERCONNECTION FACILITIES

1. One (1) 34kV circuit breaker located on the high side of the generator step up ("GSU") transformer
2. One (1) 480V – 34.5 kV GSU transformer

SCHEDULE H
NEGOTIATED CONTRACT OPTION TERMS

None

SCHEDULE I
SCOPE OF WORK

The Interconnected Transmission Owner shall own and build the following:

Attachment Facilities:

1. PJM Network Upgrade Number n5000
New 34kV tap connection to the Atlantic – Ocean View 34kV line.

Non-Direct Connection Facilities:

2. PJM Network Upgrade Number n5001
Distribution protection system settings changes at Atlantic 34kV Sub
3. PJM Network Upgrade Number n5002
Distribution protection system settings changes at Ocean View 34kV Sub

The Interconnection Customer shall own and build the following:

1. One (1) 34kV circuit breaker located on the high side of the generator step up (“GSU”) transformer
2. One (1) 480V – 34.5 kV GSU transformer

SCHEDULE J
SCHEDULE OF WORK

The schedule of work for the Interconnected Transmission Owner work is:

Activity	Start Month	End Month
Preliminary Engineering	1	2
Permits & Real Estate	N/A	N/A
Detailed Engineering	2	9
Equipment Procurement - Delivery	5	10
Below Grade Construction	9	10
Above Grade Construction	10	12
Testing & Commissioning	10	12

Month #1 corresponds to the first month after this Interconnection Construction Service Agreement is effective.

From: Ofoegbu, Chibuzor I. <Chibuzor.Ofoegbu@pjm.com>
Sent: Tuesday, March 5, 2019 12:21 PM
To: John Ervin
Subject: RE: AA2-184 - Accounting Statement
Attachments: AA2-184.xls; AA2-184 Cash Flow.xlsx

Hi John,

We do not have a standard statement that shows what you described. I have created a summary table with the information in the attached documents.

Description	Amount	Status	Comments
Study Phase			
Feasibility Cost		Paid	Completed
Impact Study		Paid	Completed
Construction Phase			
Security		Paid	Fully refunded after True-up (Per the Tariff)
First Quarter 2019 Invoice		Pending Payment	Invoice Issued for Payment
Second Quarter 2019 Invoice		Invoice Not Issued	Invoice to be issued in April 2019
Third Quarter 2019 Invoice		Invoice Not Issued	Invoice to be issued in July 2019
Fourth Quarter 2019 Invoice		Invoice Not Issued	Invoice to be issued in October 2019
True-up Invoice		Invoice Not Issued	Will be issued after construction completion
Note: PJM labor for construction phase is not included in this report. These costs will be issued monthly, based on the time/resources used to support the project on a monthly bases.			

Let me know what if this is the kind of detail you need.

Thank you,
 Chibu Ofoegbu.

From: John Ervin [mailto:jervin@contisolar.com]
Sent: Friday, March 01, 2019 11:56 AM
To: Ofoegbu, Chibuzor I.
Subject: RE: AA2-184 - Accounting Statement

External Email! Think before clicking links or attachments.

Not sure.. it's difficult to determine what payments we've made from this sheet... Is there a boiled down version that can show what the cashflow schedule is and what we've paid?

From: Ofoegbu, Chibuzor I. <Chibuzor.Ofoegbu@pjm.com>
Sent: Friday, March 1, 2019 11:50 AM
To: John Ervin <jervin@contisolar.com>
Subject: FW: AA2-184 - Accounting Statement

Hi John,

Would the attached statement be acceptable?

Thank you,
Chibu Ofoegbu.

From: Lassiter, Marie
Sent: Friday, March 01, 2019 11:47 AM
To: Ofoegbu, Chibuzor I.
Cc: Mittan, Jeannette
Subject: RE: AA2-184 - Accounting Statement

Hi Chibu,

Project Line Item Report attached.

Thanks
ML

From: Ofoegbu, Chibuzor I.
Sent: Friday, March 01, 2019 10:30 AM
To: Lassiter, Marie
Cc: Mittan, Jeannette
Subject: AA2-184 - Accounting Statement

Hi Marie,

Can you send me a full accounting statement for AA2-184? The customer needs a statement from PJM as supporting documentation for an application they are filing.

Thank you,

Chibu Ofoegbu
Engineer, Infrastructure Coordination
Work: (610) 666-2375 | Cell: (267) 201-1355
Chibuzor.Ofoegbu@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

Generator and Merchant Transmission Project Agreement Scope Change Form

User Guide for completing this form:

- To be filled in by Initiating Party
- To be filled in by PJM
- To be filled in by Interconnection Customer or Transmission Owner upon acknowledgement of scope change

PJM Scope Change #: AA2-184-SC-1
(Assigned by PJM)

Scope Change Initiation Date: 1/7/2019
(Input by Initiating Party)

Initiating Party: PJM Chibuzor Ofoegbu
(TO, IC, PJM) Contact Name

TO = Transmission Owner IC = Interconnection Customer

Scope Change Type:

Cost: Attachment Facilities / Queue Number:
 Schedule: Network Upgrade / Network Upgrade Number:
 Other:

Description / Technical Justification for Scope Change (or Potential Scope Change):
(attach additional documentation if necessary)

The milestones in sections 6.1, 6.2 and 6.3 of the ISA for AA2-184 are being extended coextensively with the suspension of work by the Interconnection Customer for 795 days (Per attached notices). The new milestones shall be on or before the following:
 (6.1) Substantial site work completed: 8/5/2019
 (6.2) Delivery of major electrical equipment: 9/4/2019
 (6.3) Commercial Operation: 12/5/2019

Previous Approved Cost:

Previous Approved Cost Date: 8/22/16

Scope Change Impact (projected):

Cost: (projected total cost increase / decrease)
 Schedule: 12/5/19 (revised in-service date) Orig. In-Serv Date: 10/01/17
 Other:

PJM Disposition on Scope Change Type:

Existing Impact:
 New Impact:

PJM Interconnection Planning Contact:

Name: Chibuzor Ofoegbu
 Date of PJM Disposition:

Change in Security Required:

Yes: No: Revised Total Security Amount Required (if "Yes"): N/A
 Revised Expiration if Security is LOC: N/A

Note: PJM disposition is an acknowledgement, and does not constitute an agreement or acceptance of the scope change.

Existing Impact:

IC / TO acknowledgement of Scope Change:
(note: for network upgrades, PJM will send this form to multiple Interconnection Customers, as required)

Queue No: AA2-184

Interconnection Customer:

IC: Ben Morse II Solar Farm, LLC (1)

Transmission Owner:

TO: Jersey Central Power & Light (1)

IC Contact: Eric Millard (2)

TO Contact: Richard A Ziegler (2)

Date of Acknowledgement: 1/21/2019 (2)

Date of Acknowledgement: 1/23/2019 (2)

IC Contact Signature: Eric K. Millard (3)

TO Contact Signature: Richard A Ziegler (3)

IC or TO Instructions:

(1) Type IC or TO Contact Company Name

(2) Type IC or TO Contact Name, and date of Acknowledgement, then email this form to PJM

(3) Print copy of this form, sign in appropriate IC or TO box, then either mail original copy or email a scanned copy to PJM

Note: The purpose of signing this form is to acknowledge the existence of a potential or actual scope change. This acknowledgement does not abrogate any audit rights or dispute resolution rights after subsequent payment per PJM Tariff (OATT) requirements.

New Impact:

PJM to assign cost responsibility between IC and TO for New Impact.

<input type="checkbox"/> Baseline Upgrade	New Baseline Upgrade Number:
<input type="checkbox"/> Revised agreement required	New Network Upgrade Number:
<input type="checkbox"/> Joint TO / Gen cost responsibility	

Conti

August 29th, 2016

Chibu Ofoegbu
Engineer, Infrastructure Coordination
PJM Interconnection
2750 Monroe Blvd, Audobon, PA, 19403

Subject: Suspension of ISA and ICSA for Queue AA2-184

Dear Chibuzor,

Ben Moreell Solar Farm, LLC has elected to temporarily suspend the Interconnection Service Agreement (ISA) and the Interconnection Construction Service Agreement (ICSA) for the project with Queue Number AA2-184. We plan on resuming these agreements on October 1st, 2017.

Conti looks forward to resuming work with PJM on this project.

Respectfully,



Eric K. Millard
Ben Moreell Solar Farm

Conti[®]Solar

November 2, 2018

Chibuzor Ofoegbu
Engineer, Infrastructure Coordination
PJM Interconnection
2750 Monroe Blvd, Audobon, PA, 19403

Subject: Resume ISA and ICSA for Queue AA2-184

Dear Chibuzor,

Ben Moreell Solar Farm, LLC has decided to resume, and thereby take out of suspension, the Interconnection Service Agreement (ISA) and the Interconnection Construction Service Agreement (ICSA) for the project with Queue Number AA2-184 effective immediately.

We look forward to resuming work on this project with PJM

Best Regards,

Eric K. Millard

Eric K. Millard
Ben Moreell Solar Farm, LLC

● Appendix 11

Investment Tax Credit Safe Harbor – NOT
APPLICABLE



- Appendix 12

Construction Financing Letter





March 12th, 2017

Mr. Scott Hunter
Office of Clean Energy
New Jersey Board of Utilities
44 South Clinton Avenue
Trenton, NJ 08625

Subject: Construction Financing for the Ben Moreell Solar Farm

Conti Solar has been developing the Ben Moreell Solar Farm (the "Project") since 2015 in partnership with the US Navy. During that time, we have utilized our balance sheet to finance all development expenditures, and we are utilizing our balance sheet to finance the early stages of site work and potentially to finance the entire construction of the solar facility.

Conti Solar is a financially secure company with over \$200 million in annual revenues and strong banking relationships that can support the large capital investments and working capital requirements required in our business. Additionally, we are majority owned by Ares EIF, a subsidiary of Ares Management, L.P., a publicly traded, leading global alternative asset manager with over \$106 billion of assets under management. Ares EIF is a power and energy infrastructure investor, having made approximately 70 equity investments in nearly 130 different power and energy infrastructure assets with a combined underlying enterprise value exceeding \$20 billion. Conti Solar has the financial capability to finance the construction and operations of the facility ourselves.

In parallel, we are also exploring a third-party financing solution with an entity who has significant experience providing construction and permanent financing for large-scale solar projects in New Jersey. While we are exploring this third-party solution, it is not a requirement for us to successfully construct and complete the Project.

Should you have any questions, please do not hesitate to contact me directly at 732-520-5135.

Best Regards,

A handwritten signature in black ink, appearing to read "Matthew Skidmore".

Matthew Skidmore
Chief Executive Officer
Conti Solar

- Appendix 13

SREC Contract – NOT APPLICABLE

