

**Affidavit Regarding Confidentiality in All of Sunrun's Applications**

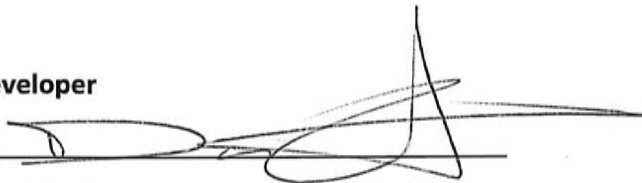
With respect to the confidentiality of Sunrun's application, Sunrun formally requests that the BPU honor our request to publish to the public only the redacted applications. Application list to follow in Schedule 1.

We believe that our potential client information, workforce development partner, as well as the specifics of our product construct are confidential and privileged information not for public consumption.

Thank you,

**Project Developer**

Signature:

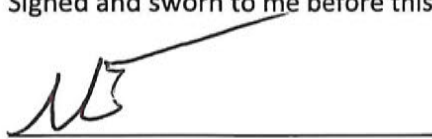


Name: Daniel Saviteer

Position: Manager, Multifamily

Date: February 5<sup>th</sup>, 2021

Signed and sworn to me before this 5<sup>th</sup> day of February, 2021

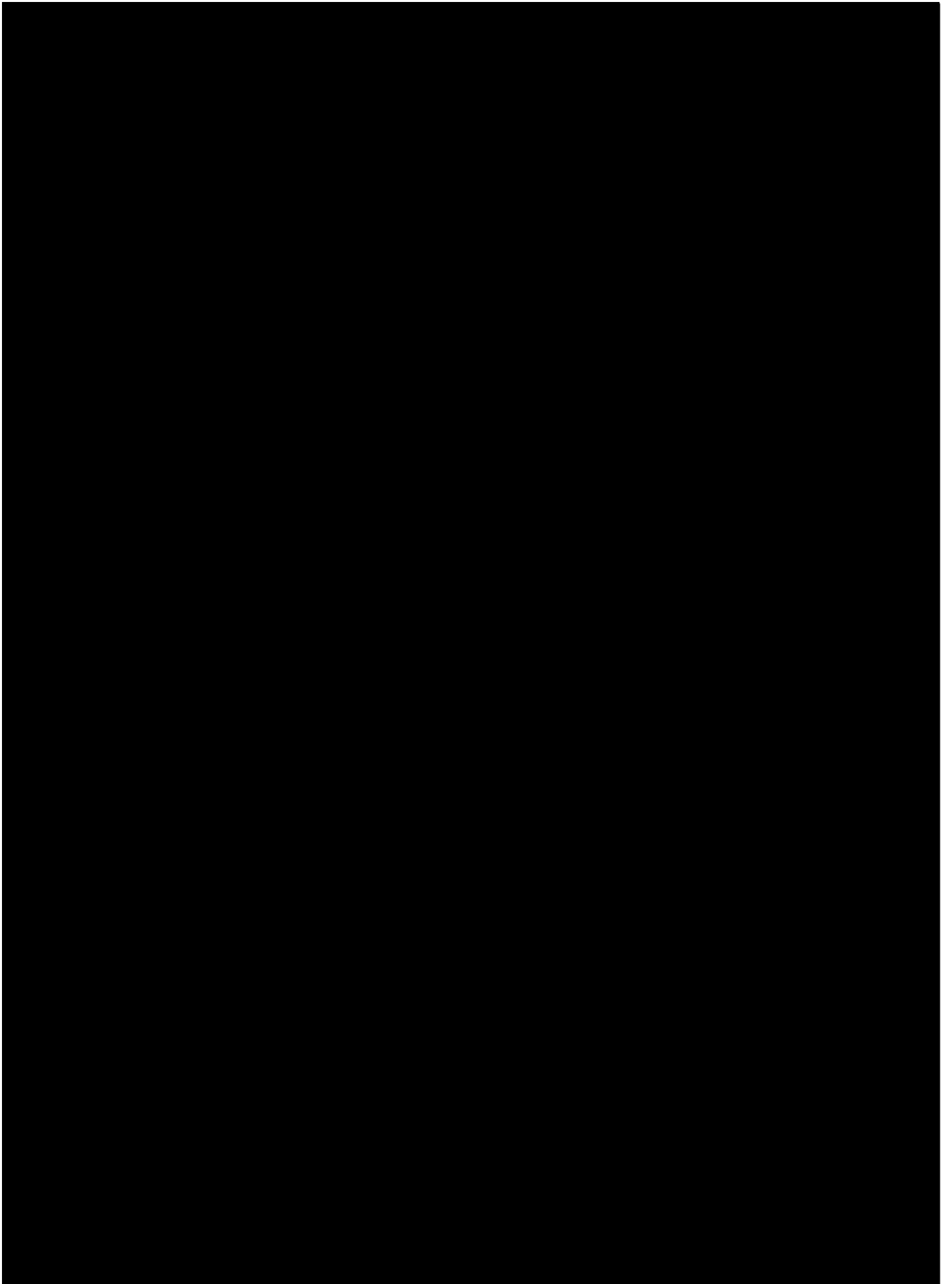


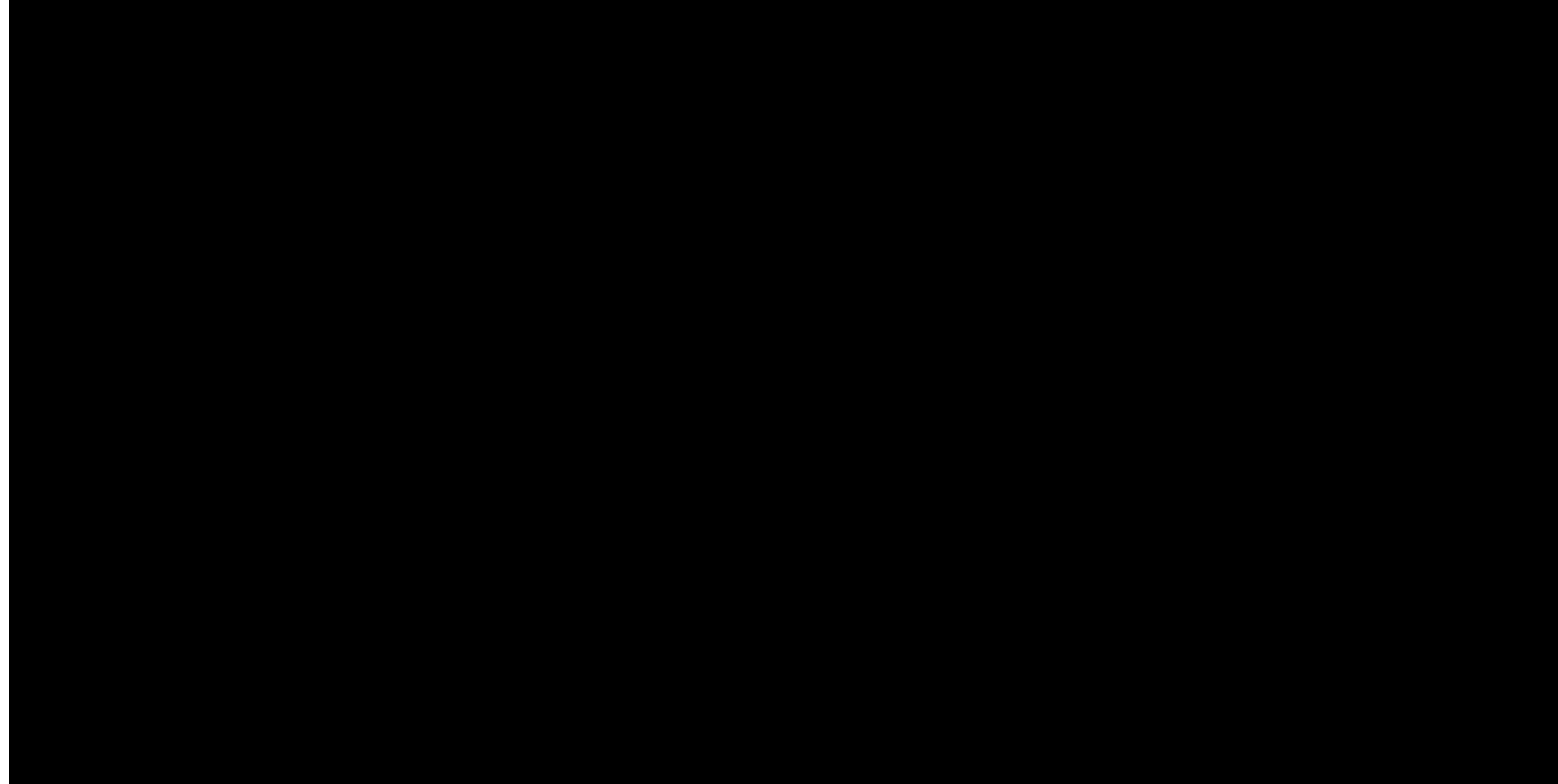
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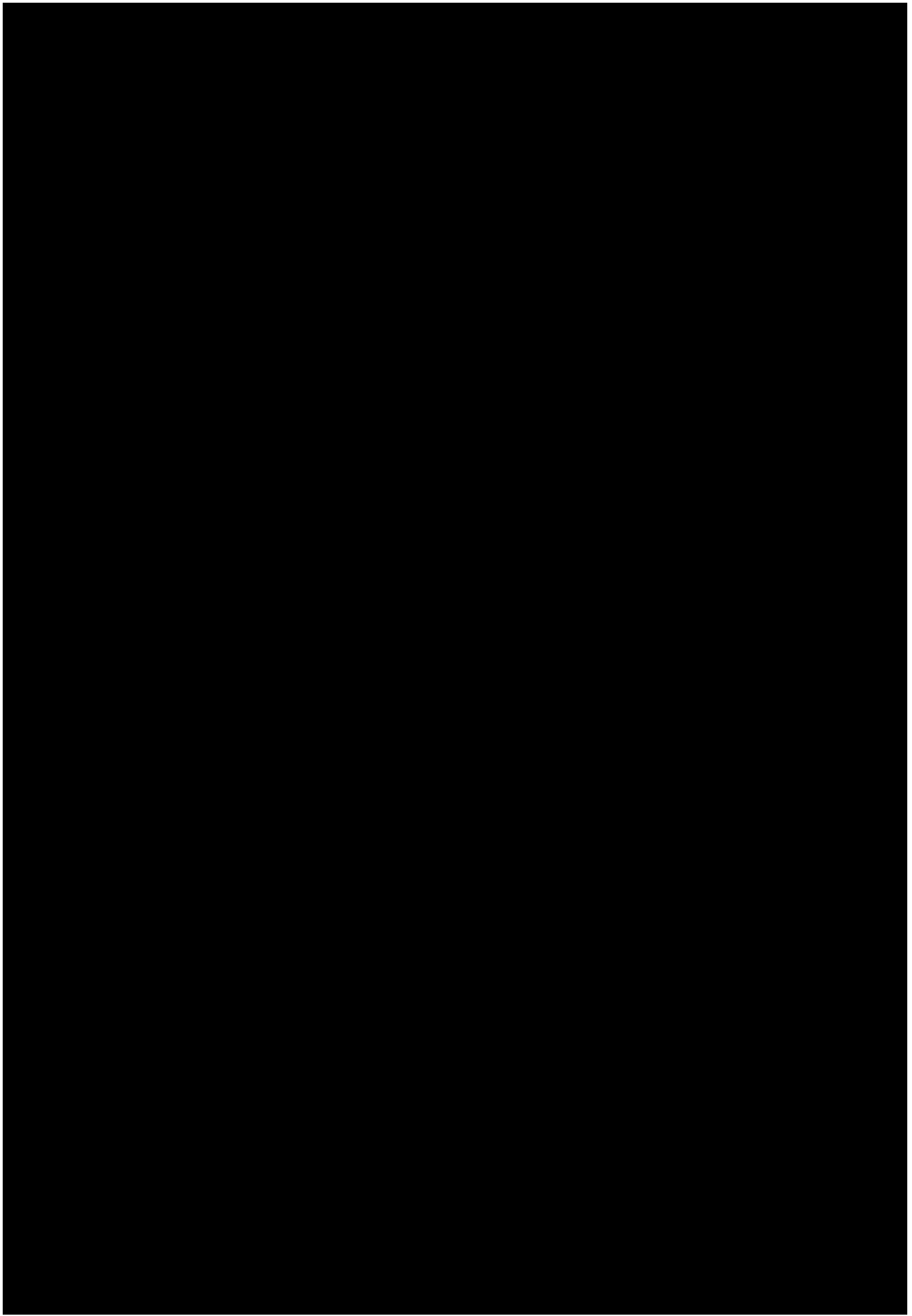
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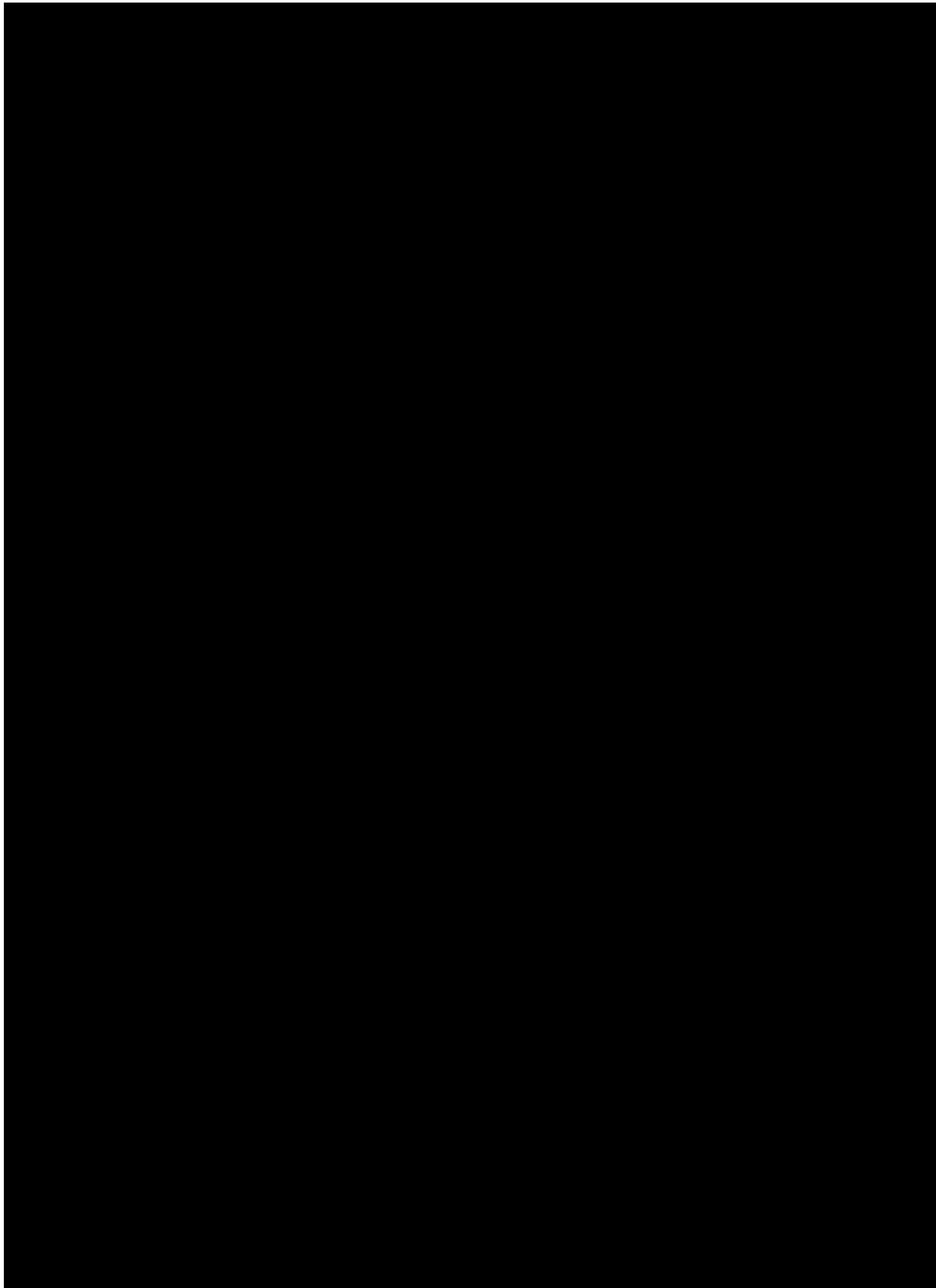
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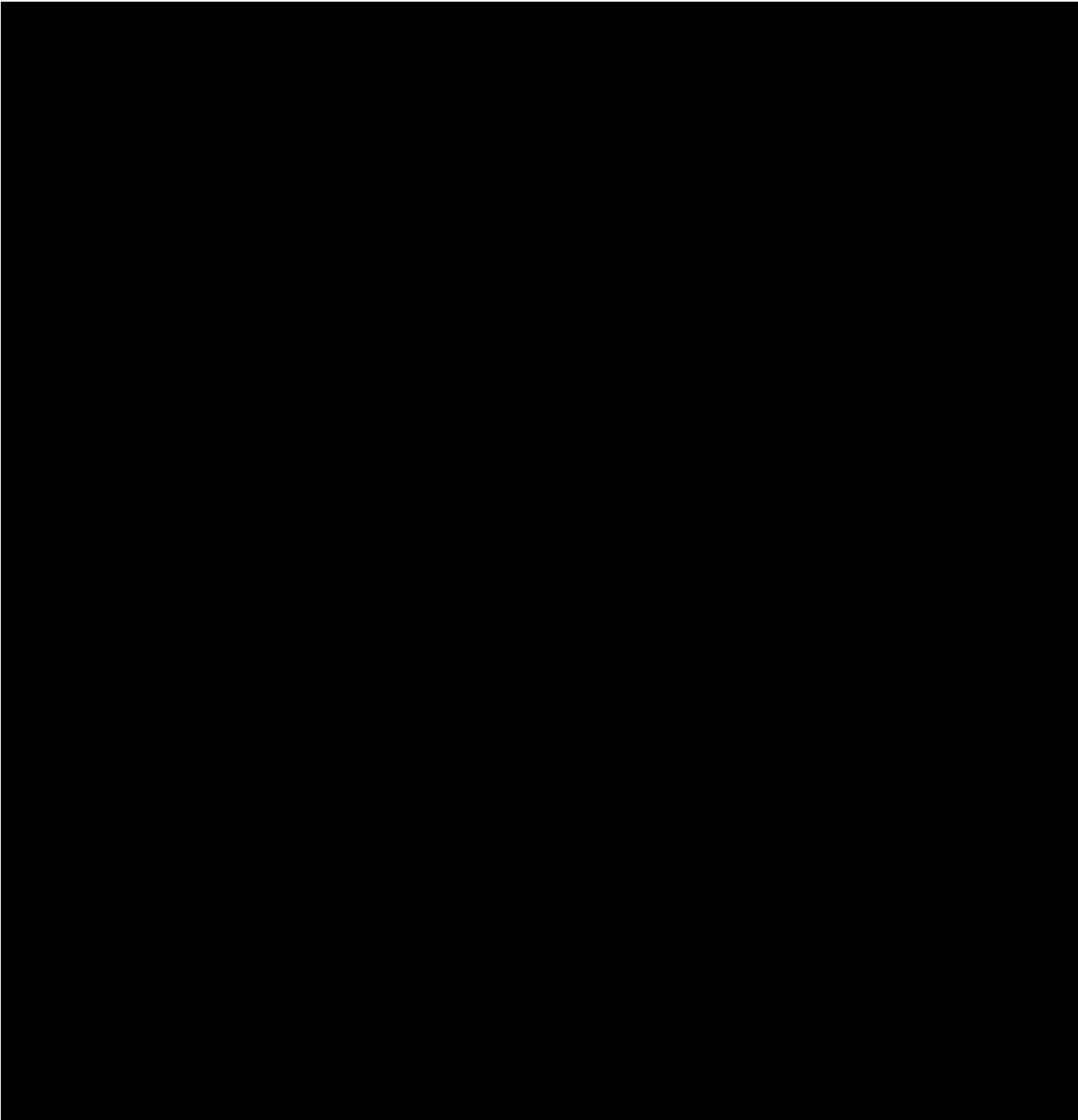
**NICOLAS ANTHONY BASILICA**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
December 31, 2025

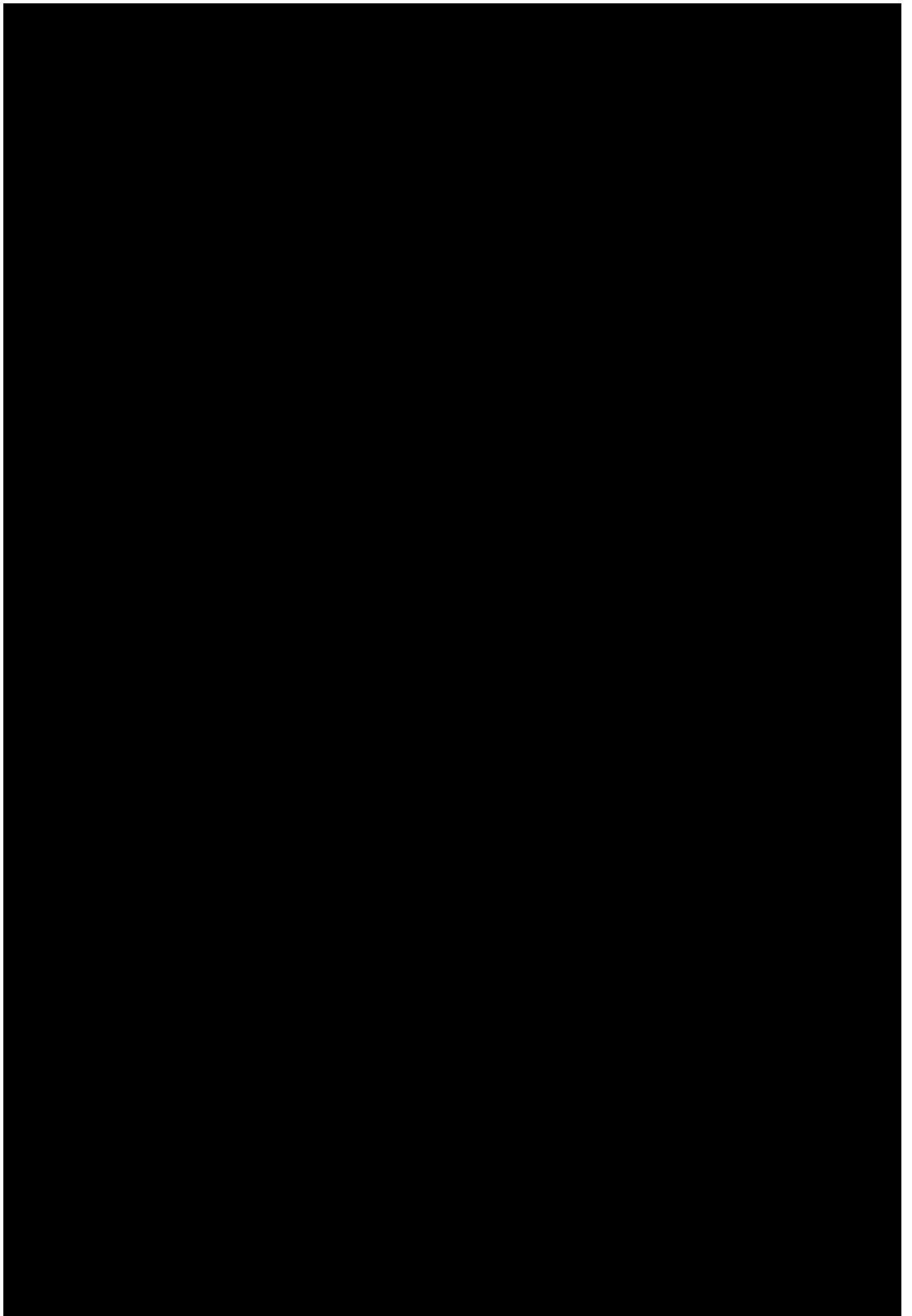


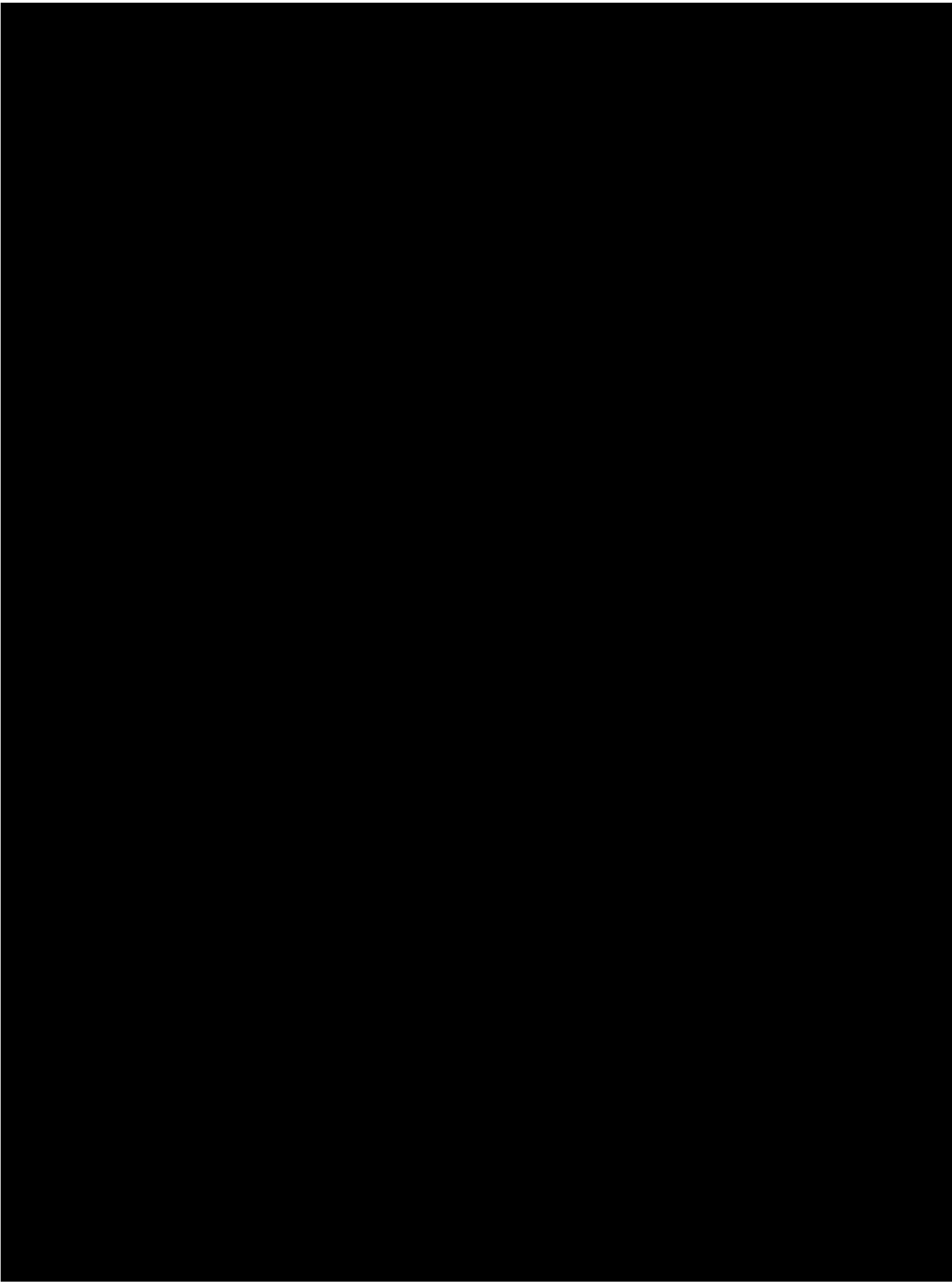














**Section B: Community Solar Energy Project Description**

**Project Name:** \_\_\_\_\_

\*This name will be used to reference the project in correspondence with the Applicant.

**I. Applicant Contact Information**

Applicant Company/Entity Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- Applicant is:
- Community Solar Project Owner
  - Community Solar Developer/Facility Installer
  - Property/Site Owner
  - Subscriber Organization
  - Agent (if agent, what role is represented) \_\_\_\_\_

**II. Community Solar Project Owner**

Project Owner Company/Entity Name (complete if known): \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**III. Community Solar Developer**

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

Developer Company Name (optional, complete if applicable): \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The proposed community solar project will be primarily built by:

- the Developer
- a contracted engineering, procurement and construction ("EPC") company

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

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

EPC Company Name (optional, complete if applicable): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**IV. Property/Site Owner Information**

Property Owner Company/Entity Name: \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Applicant Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**V. Community Solar Subscriber Organization (optional, complete if known)**

*If this section, "Community Solar Subscriber Organization," is left blank and the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program, the Applicant must inform the Board of the information below once the Subscriber Organization becomes known.*

Subscriber Organization Company/Entity Name (optional, complete if applicable): \_\_\_\_\_  
 First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**VI. Proposed Community Solar Facility Characteristics**

**Community** Solar Facility Size (as denominated on the PV panels): \_\_\_\_\_ MWdc

\*Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

Community Solar Facility Location (Address): \_\_\_\_\_  
 Municipality: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Name of Property (optional, complete if applicable): \_\_\_\_\_

Property Block and Lot Number(s): \_\_\_\_\_

Community Solar Site Coordinates: \_\_\_\_\_ Longitude \_\_\_\_\_ Latitude

Total Acreage of Property Block and Lots: \_\_\_\_\_ acres

Total Acreage of Community Solar Facility: \_\_\_\_\_ acres

Attach a delineated map of the portion of the property on which the community solar facility will be located in PDF format. The map must be provided in color. Note: Applications may be required upon request to submit a copy of the delineated map as a design plan in drawing file format (.dwg) or as a shapefile (.shp), in order to facilitate integration with Geographic Information System (GIS) software.

EDC electric service territory in which the proposed community solar facility is located: *(select one)*

- Atlantic City Electric                       Jersey Central Power & Light  
 Public Service Electric & Gas               Rockland Electric Co.

Estimated time from Application selection to project completion\* *(The Applicant should provide a good faith estimate of the date of project completion; however, this data is being collected for informational purposes only.)*: \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\*Project completion is defined pursuant to the definition at N.J.A.C. 14:8-9.3 as being fully operational, up to and including having subscribers receive bill credits for their subscription to the project. Projects must be fully operational within 12 months of receiving conditional approval by the Board (subject to change according to the proposed rule amendment described in the Terms and Conditions).

The proposed community solar facility is an existing project\* .....  Yes  No

If "Yes," the Application will not be considered by the Board. See section B. XIII. for special provisions for projects having received a subsection (t) conditional certification from the Board prior to February 19, 2019.

\*An existing project is defined in N.J.A.C. 14:8-9.2 as a solar project having begun operation and/or been approved by the Board for connection to the distribution system prior to February 19, 2019.

**VII. Community Solar Facility Siting**

1. The proposed community solar project has site control\* .....  Yes  No

If "Yes," attach proof of site control.

If "No," the Application will be deemed incomplete.

\*Site control is defined as property ownership or option to purchase, signed lease or option to lease, or signed contract for use as a community solar site or option to contract for use as a community solar site. The site control must be specific to the project in this Application, and may not be contingent on the approval of another Application submitted in PY2.



2. The proposed community solar facility is located, in part or in whole, on preserved farmland\* .....  Yes  No

If “Yes,” the Application will not be considered by the Board.

\*Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk’s office pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement recorded with the county clerk’s office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.

3. The proposed community solar facility is located, in part or in whole, on Green Acres preserved open space\* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) .....  Yes  No

If “Yes,” the Applicant must attach special authorization from NJDEP for the site to host a community solar facility. The Board will not consider Applications for projects located, in part or in whole, on Green Acres preserved open space or on land owned by NJDEP, unless the Applicant has received special authorization from NJDEP and includes proof of such special authorization in the Application package.

\*Green Acres preserved open space is defined in N.J.A.C. 14:8-9.2 as land classified as either “funded parkland” or “unfunded parkland” under N.J.A.C. 7:36, or land purchased by the State with “Green Acres funding” (as defined at N.J.A.C. 7:36).

4. The proposed community solar facility is located, in part or in whole, on (check all that apply):

- a landfill (see question 7 below)
- a brownfield (see question 8 below)
- an area of historic fill (see question 9 below)
- a rooftop (see question 10 below)
- a canopy over a parking lot or parking deck
- a canopy over another type of impervious surface (e.g. walkway)
- a water reservoir or other water body (“floating solar”) (see question 11 below)
- a former sand or gravel pit or former mine
- farmland\* (see definition below)
- other (see question 5 below): \_\_\_\_\_

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

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



6. The proposed community solar facility is located, in part or in whole, on land located in:

- the New Jersey Highlands Planning Area or Preservation Area
- the New Jersey Pinelands

If the project is a ground mounted project (i.e. not rooftop or canopy), and answered “Yes” to either of the options above, include a letter or other determination from the New Jersey Highlands Council or the New Jersey Pinelands Commission, as relevant, stating that the proposed project is consistent with land use priorities in the area.

7. If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP’s database of New Jersey landfills, available at [www.nj.gov/dep/dshw/lrm/landfill.htm](http://www.nj.gov/dep/dshw/lrm/landfill.htm): \_\_\_\_\_

8. If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property? .....  Yes  No  
 If “Yes,” attach a copy of the Response Action Outcome (“RAO”) issued by a Licensed Site Remediation Professional (“LSRP”) or the No Further Action (“NFA”) letter issued by NJDEP.

9. If the proposed community solar facility is located, in part or in whole, on an area of historic fill, have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented? .....  Yes  No  
 Has the remediation of the historic fill been completed pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-5.4? .....  Yes  No  
 If the remediation of the historic fill has been completed, attach a copy of the Response Action Outcome (“RAO”) issued by a Licensed Site Remediation Professional (“LSRP”) or the No Further Action (“NFA”) letter issued by NJDEP.

10. If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? .....  Yes  No  
 If “Yes,” attach substantiating evidence.  
 If “No,” the application will not be considered by the Board.

11. If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body (“floating solar”), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?  
 .....  Yes  No



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

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

12. The proposed community solar facility is located on the property of an affordable housing building or complex .....  Yes  No

13. The proposed community solar facility is located on an area designated in need of redevelopment .....  Yes  No

If “Yes,” attach proof of the designation of the area as being in need of redevelopment from a municipal, county, or state entity.

14. The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs (“DCA”) .....  Yes  No

If “Yes,” attach proof that the facility is located in an Economic Opportunity Zone.

\*More information about Economic Opportunity Zones are available at the following link: [https://www.state.nj.us/dca/divisions/lps/opp\\_zones.html](https://www.state.nj.us/dca/divisions/lps/opp_zones.html).

15. The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity .....  Yes  No

If “Yes,” attach proof of the designation of the site as “preserved” from a municipal, county, or state entity, and evidence that such designation would not conflict with the proposed solar facility.

16. The proposed community solar facility is located, in part or in whole, on land that includes trees .....  Yes  No

Construction of the proposed community solar facility will require cutting down one or more trees .....  Yes  No

If “Yes,” estimated number of trees required to be cut for construction: \_\_\_\_\_

If “Yes,” estimated number of acres of trees that required to be cut for construction: \_\_\_\_\_

17. Are there any use restrictions at the site? .....  Yes  No

If “Yes,” explain the use restriction below and provide documentation that the proposed community solar project is not prohibited.



Will the use restriction(s) be required to be modified by variance or other means?  
 .....  Yes  No

If "Yes," explain the modification below.

18. The proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.) This represents site improvements beyond required basic site improvements .....  Yes  No  
 If "Yes," explain below, and provide any substantiating documentation in an attachment. Explain how the proposed site enhancements will be made and maintained for the life of the project. If implementing pollination support, explain what type of pollination support, how this support is expected to help local ecosystems, and whether the proposed pollination support has received certifications or other verification.



19. This question is for informational purposes only, and will not impact the Application's score. The Board is interested in learning more about ways in which "dual use" projects may be implemented in the Pilot Program:

The proposed community solar facility is a "dual use" project: i.e. the project site will remain in active agricultural production throughout the life of the project (e.g. crop production under or between the panels, livestock grazing).....  Yes  No

\*Wildflower planting or other pollination support is not considered dual use for purposes of this question (pollination support is question 18).

If "Yes," explain what agricultural production will be maintained on the site and will be consistent with the presence of a solar system. Provide any substantiating documentation in an attachment.

VIII. Permits

1. The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application.....  Yes  No  
 If “No,” the Application will be deemed incomplete. This requirement only applies to ground mounted and floating solar projects. Community solar projects located on a rooftop, parking lot, or parking structure are exempt from this requirement.

\*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to submitting an Application to the Board, except in the case of floating solar projects.

2. The Applicant has met with NJDEP’s OPPN .....  Yes  No  
 If “Yes,” attach meeting notes or relevant correspondence with NJDEP’s OPPN.

\* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this project as part of the Program Year 1 Application process, and if the details of the project and the site characteristics have remained the same, those comments remain valid. Please include those comments or meeting notes as an attachment to the Application.

\*A meeting with NJDEP’s OPPN is not required prior to submitting an Application. Exception: all floating solar projects are required to meet with NJDEP’s OPPN prior to submitting an Application. Applicants with a floating solar project are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application.

3. The Applicant has received all non-ministerial permits\* for this project (optional) .....  Yes  No

\*Receiving all non-ministerial permits is not required prior to submitting an Application.

\*A non-ministerial permit is one in which one or more officials consider various factors and exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a ministerial permit, for which approval is contingent upon the project meeting pre-determined and established standards. Examples of non-ministerial permits include: local planning board authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of ministerial permits include building permits and electrical permits.

4. Please list all permits, approvals, or other authorizations that will be needed for the construction and operation of the proposed community solar facility pursuant to local, state and federal laws and regulations. Include permits that have already been received, have been applied for, and that will need to be applied for. These include:

- a. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, New Jersey Pollutant Discharge Elimination System “NJPDES”, etc.) for the property.
- b. Permits, approvals, or other authorizations from NJDEP (i.e. Land Use, Air Quality, NJPDES, etc.) directly related to the installation and operation of a solar facility on this property.







6. The Applicant has conducted an interconnection study for the proposed system *(optional)* .....  Yes  No  
 If “Yes,” include the interconnection study received from the EDC.

**IX. Community Solar Subscriptions and Subscribers**

1. Estimated or Anticipated Number of Subscribers *(please provide a good faith estimate or range)*:  
 \_\_\_\_\_

2. Estimated or Anticipated Breakdown of Subscribers *(please provide a good faith estimate or range of the kWh of project allocated to each category)*:  
 Residential: \_\_\_\_\_ Commercial: \_\_\_\_\_  
 Industrial: \_\_\_\_\_ Other: \_\_\_\_\_  
 (define “other”: \_\_\_\_\_)

3. The proposed community solar project is an LMI project\* .....  Yes  No  
 \*An LMI project is defined pursuant to N.J.A.C. 14:8-9 as a community solar project in which a minimum 51 percent of project capacity is subscribed by LMI subscribers.

4. The proposed community solar project has a clear plan for effective and respectful customer engagement process. ....  Yes  No  
 If “Yes,” attach evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities.

5. The proposed community solar project will allocate at least 51% of project capacity to residential customers .....  Yes  No

6. An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project .....  Yes  No  
 If “Yes,” estimated or anticipated percentage of the project capacity for the affordable housing provider’s subscription *(provide an estimate or range)*: \_\_\_\_\_

If “Yes,” what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?



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

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

7. This project uses an anchor subscriber (*optional*) .....  Yes  No  
 If “Yes,” name of the anchor subscriber (*optional*): \_\_\_\_\_  
 Estimated or anticipated percentage or range of the project capacity for the anchor subscriber’s subscription: \_\_\_\_\_

8. Is there any expectation that the account holder of a master meter will subscribe to the community solar project on behalf of its tenants? .....  Yes  No  
 If “Yes,” what specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription are being passed through to the tenants?



Additionally, the account holder of the master meter must attach a signed affidavit that the specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription will be passed through to the tenants.

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

9. The geographic restriction for distance between project site and subscribers is: (*select one*)  
 No geographic restriction: whole EDC service territory  
 Same county OR same county and adjacent counties  
 Same municipality OR same municipality and adjacent municipalities

Note: The geographic restriction selected here will apply for the lifetime of the project, barring special dispensation from the Board, pursuant to N.J.A.C. 14:8-9.5(a).



10. Product Offering for LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers .....  Yes  No

If "Yes," the guaranteed or fixed savings are offered as:

- A percentage saving on the customer's annual electric utility bill
- A percentage saving on the customer's community solar bill credit
- Other: \_\_\_\_\_

If "Yes," the proposed savings represent:

- 0% - 5% of the customer's annual electric utility bill or bill credit
- 5% - 10% of the customer's annual electric utility bill or bill credit
- 10% - 20% of the customer's annual electric utility bill or bill credit
- over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility .....  Yes  No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

11. Product Offering for non-LMI subscribers: *(The Applicant must also complete and attach one or more product offering form(s) found in Appendix A. See Appendix A for exemptions.)*

The subscription proposed offers guaranteed or fixed savings to subscribers .....  Yes  No

If "Yes," the guaranteed or fixed savings are offered as:

- A percentage saving on the customer's annual electric utility bill
- A percentage saving on the customer's community solar bill credit
- Other: \_\_\_\_\_

If "Yes," the proposed savings represent:

- 0% - 5% of the customer's annual electric utility bill or bill credit
- 5% - 10% of the customer's annual electric utility bill or bill credit
- 10% - 20% of the customer's annual electric utility bill or bill credit
- over 20% of the customer's annual electric utility bill or bill credit

The subscription proposed offers subscribers ownership or a pathway to ownership of a share of the community solar facility .....  Yes  No

If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered to the subscribers in Appendix A.

12. The list of approved community solar projects will be published on the Board’s website. Additionally, subscriber organizations have the option of indicating, on this list, that the project is currently seeking subscribers.

If this project is approved, the Board should indicate on its website that the project is currently seeking subscribers .....  Yes  No

If “Yes,” the contact information indicated on the Board’s website should read:

Company/Entity Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\*It is the responsibility of the project’s subscriber organization to notify the Board if/when the project is no longer seeking subscribers, and request that the Board remove the above information on its website.

**X. Community Engagement**

1. The proposed community solar facility is located on land or a building owned or controlled by a government entity, including, but not limited to, a municipal, county, state, or federal entity .....  Yes  No

2. The proposed community solar project is being developed by or in partnership or collaboration\* with the municipality in which the project is located .....  Yes  No  
 If “Yes,” explain how and attach evidence of the project being developed by or in partnership or collaboration with the municipality in which the project is located.

\*Partnership or collaboration with the municipality is defined as clear and ongoing municipal involvement in the approval of the design, development, or operation of the proposed community solar project (e.g. project is located on a municipal site, municipality facilitating subscriber acquisition, municipal involvement in defining the subscription terms, etc.). Examples of evidence may include a formal partnership, a municipal request for proposals or other public bidding process, letter describing the municipality’s involvement in the project or meeting minutes. Documentation must be specific to the project described in this Application; “generic” documentation of support that applies to multiple projects submitted by the same Applicant will not be accepted.

3. The proposed community solar project is being developed by or in partnership or collaboration\* with one or more local community organization(s) and/or affordable housing providers in the area in which the project is located .....  Yes  No



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

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

4. The proposed community solar project was developed, at least in part, with support and in consultation with the community in which the project is located\* .....  Yes  No  
 If “Yes,” please describe the consultative process below.

\*A community consultative process may include any of the following: letter of support from municipality and/or community organizations and/or local affordable housing provider demonstrating their awareness and support of the project; one or more opportunities for public intervention; and/or outreach to the municipality and/or local community organizations and/or affordable housing provider.

**XI. Project Cost**

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

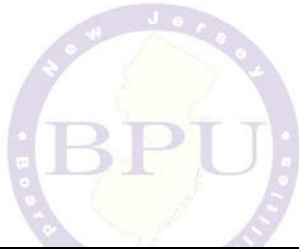
1. Provide the following cost estimates and attach substantiating evidence in the form of an unlocked Excel spreadsheet model:

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

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

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

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



**XII. Other Benefits**

- The proposed community solar facility will be paired with storage .....  Yes  No  
 If "Yes," please describe the proposed storage facility:
  - Storage system size: \_\_\_\_\_ MW \_\_\_\_\_ MWh
  - The storage offtaker is also a subscriber to the proposed community solar facility .....  Yes  No

\*Community solar credits will only be provided to community solar generation; credits will not be provided to energy discharged to the grid from a storage facility (i.e. no "double counting").

- The proposed community solar facility will be paired with one or more EV charging stations .....  Yes  No  
 If "Yes," how many EV charging stations: \_\_\_\_\_  
 Will these charging stations be public and/or private? \_\_\_\_\_  
 Please provide additional details:



3. The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers.....  Yes  No

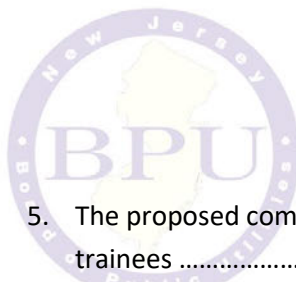
If "Yes," please provide additional details:

4. The proposed community solar project will create temporary or permanent jobs in New Jersey .....  Yes  No

If "Yes," estimated number of temporary jobs created in New Jersey: \_\_\_\_\_

If "Yes," estimated number of permanent jobs created in New Jersey: \_\_\_\_\_

If "Yes," explain what these jobs are:



5. The proposed community solar project will provide job training opportunities for local solar trainees .....  Yes  No

If "Yes," will the job training be provided through a registered apprenticeship? ....  Yes  No

If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

**XIII. Special Authorizations and Exemptions**

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? .....  Yes  No

If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9





2. Does this project seek an exemption from the 10-subscriber minimum? .....  Yes  No  
 If “Yes,” please demonstrate below (and attach supporting documents as relevant):
- a. That the project is sited on the property of a multi-family building.
  - b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process? .....  Yes  No  
 If “Yes,” attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? .....  Yes  No  
 If “Yes,” the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.

5. The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



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

A. This Application is for an opt-out community solar project.....  Yes  No

B. The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project).....  Yes  No

If "Yes," the municipality name is: \_\_\_\_\_

If "No," the project will not be considered for eligibility as an opt-out community solar project.

C. The proposed opt-out project has been authorized by municipal ordinance or resolution .....  Yes  No

If "Yes," attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board.

If "No," the project will not be considered for eligibility as an opt-out community solar project.

D. The proposed opt-out project will allocate all project capacity to LMI subscribers .....  Yes  No

If "No," the project will not be considered for eligibility as an opt-out community solar project.

E. Describe the process by which the municipality will identify the customers that will be automatically enrolled in the proposed opt-out project: \_\_\_\_\_

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

adhere to the existing “opt-in” rules for subscriber enrollment (N.J.A.C. 14:8-9.10(b)(1)).  
.....  Yes  No

Attach an affidavit that the municipal project owner will comply with all applicable rules and regulations, particularly those relating to consumer privacy and consumer protection.






**Section C: Certifications**

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

**Applicant Certification**


The undersigned warrants, certifies, and represents that:

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

Signature:  Date: February 4th, 2021

Print Name: Daniel Saviteer  
 Title: Manager, Multifamily Company: Sunrun, Inc

Signed and sworn to before me on this 4th day of February, 2021

  
 Signature  
Nicolas A Basilica  
 Name

**NICOLAS ANTHONY BASILICA**  
 NOTARY PUBLIC  
 State of Connecticut  
 My Commission Expires  
 December 31, 2025

**Project Developer Certification**

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

The undersigned warrants, certifies, and represents that:

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

Signature: 

Date: February 4th, 2021

Print Name: Daniel Saviteer

Title: Manager, Multifamily

Company: Sunrun, Inc.

Signed and sworn to before me on this 4th day of February, 2021



Signature

Nicolas A Basilica

Name

**NICOLAS ANTHONY BASILICA**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
December 31, 2025



**Project Owner Certification**

The undersigned warrants, certifies, and represents that:

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

Signature: [Handwritten Signature] Date: 2.4.2021

Print Name: Daniel Saviteer  
 Title: Manager, Multifamily Company: Sunrun, Inc.

Signed and sworn to before me on this 4th day of February, 2021

[Handwritten Signature]  
 Signature  
Nicolas A Basilica  
 Name

**NICOLAS ANTHONY BASILICA**  
 NOTARY PUBLIC  
 State of Connecticut  
 My Commission Expires  
 December 31, 2025



Property Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: Don Miller Date: 2/4/2021
Print Name: Don Miller
Title: Executive Vice President Company: The Michaels Organization

Signed and sworn to before me on this 4th day of February, 2021

DocuSigned by: Theresa Rogers
Signature
Name

Proof of Authorized Notary Public



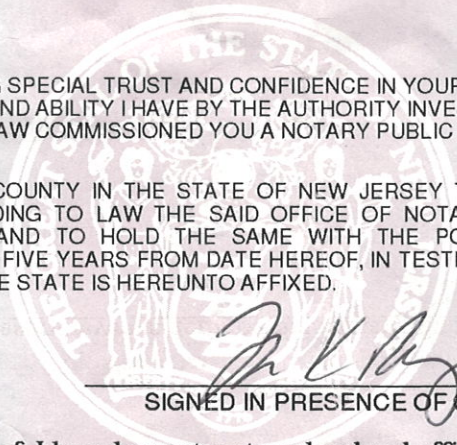
COMM. NO:  
50074880  
FROM:  
JANUARY 16, 2018  
EXPIRES:  
JANUARY 16, 2023

State Of New Jersey  
Notary Public Commission

THERESA K ROGERS

REPOSING SPECIAL TRUST AND CONFIDENCE IN YOUR INTEGRITY,  
PRUDENCE AND ABILITY I HAVE BY THE AUTHORITY INVESTED IN ME BY  
LAW COMMISSIONED YOU A NOTARY PUBLIC OF

GLOUCESTER COUNTY IN THE STATE OF NEW JERSEY TO EXECUTE AND  
PERFORM ACCORDING TO LAW THE SAID OFFICE OF NOTARY PUBLIC OF SAID  
STATE TO HAVE AND TO HOLD THE SAME WITH THE POWERS AND RIGHTS  
FOR A PERIOD OF FIVE YEARS FROM DATE HEREOF, IN TESTIMONY WHEREOF THE  
GREAT SEAL OF THE STATE IS HEREUNTO AFFIXED.



*Theresa K Rogers*  
SIGNED IN PRESENCE OF COUNTY CLERK

In Witness Whereof, I have hereunto set my hand and affixed the Official seal

*Elizabeth Maher Muoio*  
Elizabeth Maher Muoio  
Acting State Treasurer

STATE OF NEW JERSEY NOTARY PUBLIC COMMISSION  
THIS IS TO CERTIFY THAT  
THERESA K ROGERS  
WHO RESIDES IN GLOUCESTER COUNTY  
IS COMMISSIONED A NOTARY PUBLIC  
JANUARY 16, 2018 TO JANUARY 16, 2023  
VALID DATES  
SIGNATURE  
50074880  
COMM. NUMBER  
ACTING STATE TREASURER

PLEASE DETACH HERE  
Do not detach until validated  
by county clerk.

**Section D: Appendix**

**Appendix A: Product Offering Questionnaire**

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

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

This Questionnaire is Product Offering number \_\_\_\_\_ of \_\_\_\_\_ (total number of product offerings).

This Product Offering applies to:

- LMI subscribers
- non-LMI subscribers
- both LMI and non-LMI subscribers

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): \_\_\_\_\_
2. Community Solar Subscription Price: (check all that apply)
  - Fixed price per month
  - Variable price per month, variation based on: \_\_\_\_\_
  - The subscription price has an escalator of \_\_\_\_\_ % every \_\_\_\_\_ (interval)
3. Contract term (length): \_\_\_\_\_ months, or \_\_\_\_\_ years OR  month-to-month
4. Fees
  - Sign-up fee: \_\_\_\_\_
  - Early Termination or Cancellation fees: \_\_\_\_\_
  - Other fee(s) and frequency: \_\_\_\_\_
5. Does the subscription guarantee or offer fixed savings or specific, quantifiable economic benefits to the subscriber? .....  Yes  No

If "Yes," the savings are guaranteed or fixed:

- As a percentage of monthly utility bill
- As a fixed guaranteed savings compared to average historic bill
- As a fixed percentage of bill credits
- Other: \_\_\_\_\_

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

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

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

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



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

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



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



Appendix C: Evaluation Criteria

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

Evaluation Criteria	Max. Points (total possible points: 100)
<p><b>Low- and Moderate-Income and Environmental Justice Inclusion</b> Higher preference: LMI project</p>	25
<p><b>Siting</b> Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, floating solar on water bodies at sand and gravel pits that have little to no established floral and faunal resources (*) Medium preference, e.g.: floating solar on water bodies at water treatment plants that have little to no established floral and faunal resources (*) No Points, e.g.: preserved lands, wetlands, forested areas, farmland Bonus points for site enhancements, e.g. landscaping, land enhancement, pollination support (**) Bonus points if project is located in a redevelopment area or an economic opportunity zone (**)  *Note: Applicants with a floating solar project must meet with DEP prior to submitting an Application, and take special notice of DEP’s siting guidelines.  <i>The siting criteria for floating solar located at sand and gravel pits that have little to no established floral and faunal resources has been moved from “medium preference” to “higher preference” per a Board Order dated January 7, 2021.</i>  **Note: bonus points will only be available for projects in the “higher” or “medium” preference siting categories. Projects in the “No Points” siting categories are not eligible for bonus points.</p>	<p>20</p> <p>Max. possible bonus points: 3</p> <p>Max. possible bonus points: 2</p>

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

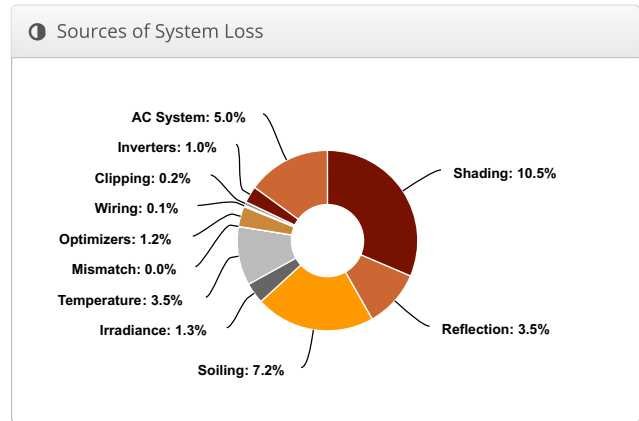
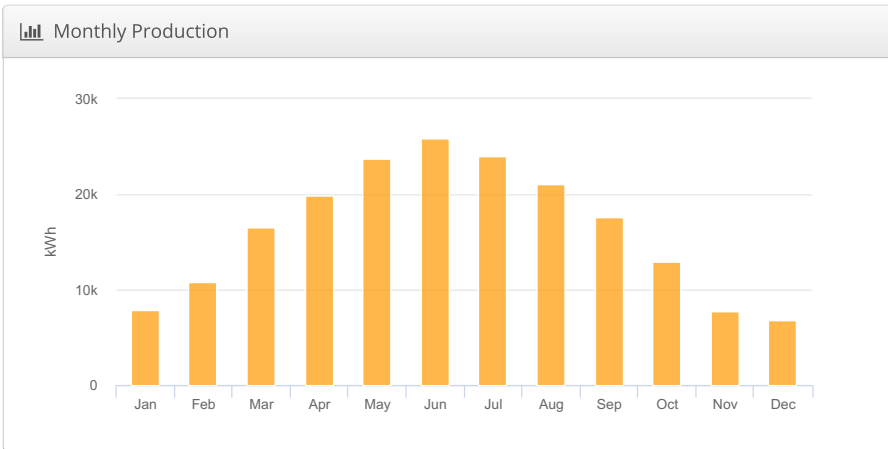
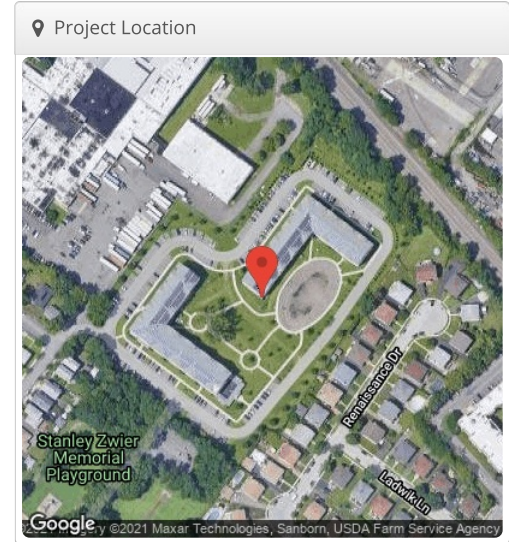


## Delineated Site Map

## 05\_NTP\_V1-Rough Horizons at Clifton II, 100 Scales Plaza, Clifton, NJ 01013

Report	
Project Name	Horizons at Clifton II
Project Description	2004033055
Project Address	100 Scales Plaza, Clifton, NJ 01013
Prepared For	TMO
Prepared By	Draper Dayton draper.dayton@sunrun.com

System Metrics	
Design	05_NTP_V1-Rough
Module DC Nameplate	186.5 kW
Inverter AC Nameplate	148.2 kW Load Ratio: 1.26
Annual Production	194.8 MWh
Performance Ratio	71.3%
kWh/kWp	1,044.5
Weather Dataset	TMY, 10km grid (40.85,-74.15), NREL (prospector)
Simulator Version	e9797176e3-26bae4867f-5bc78c5b42-ef3b5eabf6



Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m <sup>2</sup> )	Annual Global Horizontal Irradiance	1,447.3	
	POA Irradiance	1,465.0	1.2%
	Shaded Irradiance	1,311.0	-10.5%
	Irradiance after Reflection	1,265.6	-3.5%
	Irradiance after Soiling	1,174.9	-7.2%
	<b>Total Collector Irradiance</b>	<b>1,174.9</b>	<b>0.0%</b>
Energy (kWh)	Nameplate	220,719.8	
	Output at Irradiance Levels	217,953.3	-1.3%
	Output at Cell Temperature Derate	210,259.3	-3.5%
	Output After Mismatch	210,258.6	0.0%
	Optimizer Output	207,698.4	-1.2%
	Optimal DC Output	207,504.1	-0.1%
	Constrained DC Output	207,074.6	-0.2%
	Inverter Output	205,003.5	-1.0%
	<b>Energy to Grid</b>	<b>194,753.3</b>	<b>-5.0%</b>
Temperature Metrics			
	Avg. Operating Ambient Temp		14.2 °C
	Avg. Operating Cell Temp		23.3 °C
Simulation Metrics			
	Operating Hours	4682	
	Solved Hours	4682	

Condition Set												
Description	S5_JAM60S10 320-340/MR-ROUGH											
Weather Dataset	TMY, 10km grid (40.85,-74.15), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Diffusion Model											
Temperature Model Parameters	Rack Type	U <sub>const</sub>					U <sub>wind</sub>					
	Fixed Tilt	20					0					
	Flush Mount	20					0					
	East-West	20					0					
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	7.17	7.17	7.17	7.17	7.17	7.17	7.17	7.17	7.17	7.17	7.17	7.17
Irradiation Variance	1%											
Cell Temperature Spread	4° C											
Module Binning Range	0% to 1.47%											
AC System Derate	5.00%											
Module Characterizations	Module	Uploaded By			Characterization							
	JAM60S10 -330/MR (1000V) (JA Solar)	Folsom Labs			Spec Sheet Characterization, PAN							
Component Characterizations	Device	Uploaded By			Characterization							

Components		
Component	Name	Count
Inverters	SE11400H-US (SolarEdge)	13 (148.2 kW)
Strings	10 AWG (Copper)	38 (3,846.8 ft)
Optimizers	P400 (SolarEdge)	565 (226.0 kW)
Module	JA Solar, JAM60S10 -330/MR (1000V) (330W)	565 (186.5 kW)

Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	8-15	Along Racking

Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
CN01	Carport	Landscape (Horizontal)	2°	217°	0.1 ft	1x1	95	95	31.4 kW
CN02	Carport	Landscape (Horizontal)	2°	217°	0.1 ft	1x1	110	110	36.3 kW
CN03	Carport	Landscape (Horizontal)	2°	127°	0.1 ft	1x1	175	175	57.8 kW
CN04	Carport	Landscape (Horizontal)	2°	127°	0.1 ft	1x1	185	185	61.1 kW

Detailed Layout



Proof of Site Control



**LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A  
COMMUNITY SOLAR SITE**

February 4th, 2021

Don L. Miller, Executive Vice President  
The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. (“**Sunrun**”) and The Michaels Organization (“**Host**”) with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey (“**MOU**”).

**1. Background**

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host’s properties as feasible.

**2. Key Business Terms**

- A. **Option to Contract for Use as a Community Solar Site.** Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the “**Option to Contract**”) on the affordable housing properties identified on the Host-approved target list, attached hereto as **Exhibit 1**, (“**Target List**”) for the duration of the Exclusivity Option Period.
- B. **Goals.** The overall goal is to identify and develop Solar PV systems for Host’s affordable housing properties. Based on preliminary review, Sunrun believes it may be reasonable to develop projects that provide the following benefits:
  - Create electricity cost savings and subsequent NOI increase in the budgets of Host properties

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 2*

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.

**B. Overall Tasks.** The purpose of this MOU will be achieved through the following overall tasks:

- Sunrun will develop fully engineered proposals for solar PV systems for properties on the Target List.
- Host and Sunrun will negotiate in good faith and contract for solar PV systems to benefit Host, Sunrun and low-income residents on as many of Host's properties as feasible, based on the Target List.
- Once contracted, Sunrun and Host will cooperate to diligently complete installation and interconnection of the solar PV.

**C. Preliminary Assessment Process.** Upon execution of this MOU, the parties will proceed with a preliminary assessment of solar PV opportunities as follows:

- Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
- The parties will use that information to agree on the size of the total potential solar PV system development opportunity across all target properties, as measured in MW-DC.
- Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
- Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

**D. Host Rights and Responsibilities.**

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 3*

affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

**E. Sunrun Responsibilities.**

- Sunrun will identify, develop, finance, install and operate Solar PV systems on Host properties for use as community solar sites. The Solar PV systems will serve tenant units and/or property common areas. The work will be performed by Sunrun, its affiliates and partners.
- Sunrun will utilize a mix of incentives, debt financing, and tax equity financing to pay for the solar PV. The intent of the financing strategy is to provide solar PV systems that benefits both common areas and residents of affordable housing properties at an overall price that provides savings to property operating (common area) budgets and residents with no upfront cost to Host for either tenant or common systems.
- Sunrun will complete turnkey installation of the solar system, including design, engineering, permitting, construction, interconnection and rebate processing, as well as the long-term operations, maintenance, warranty and performance guarantee.
- Sunrun agrees to present proposals that meet these target parameters:
  1. Achieve significant reduction in common area electric energy savings for the common area meter(s) with resultant increases in property-level net operating income (NOI.)
  2. Maximize the Solar PV system size to generate the maximum benefit for low-income residents of Host multifamily affordable housing properties.
- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

**3. Exclusivity and Matching Offers**

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the “**Exclusivity Option Period**”). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host’s affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a “last look” opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun’s exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as



*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 4*

measured in MW-DC, Sunrun will pay Host \$100 per MW (“**Option Payment**”). The Option Payment will be made within 30 days of agreement on the size of the total business opportunity.

Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

#### **4. Term and Termination**

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

#### **5. Confidentiality and Non-Disclosure**

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient’s possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

#### **6. Notice and Contact Information**

Notice under this Agreement shall be delivered as follows:

**HOST**

The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102  
Attention: Don Miller, Executive Vice President  
DMiller@TMO.com

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*The Michaels Organization and Sunrun*  
*Page 5*

**SUNRUN**

Sunrun Inc.  
225 Bush Street, Suite 1400  
San Francisco, CA 94104  
Attention: Nicholas Smallwood  
nsmallwood@sunrun.com  
CC: legalnotices@sunrun.com

**7. Choice of Law and Venue**

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

*[SIGNATURE PAGE FOLLOWS]*

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 6*

**AGREED:** The undersigned agree to this Memorandum of Understanding as of the date signed below:

**HOST**

The Michaels Organization

DocuSigned by:

*Don Miller*

D0D1EA0789564F...

Don Miller

Executive Vice President

2/4/2021

\_\_\_\_\_  
Date

**SUNRUN**

DocuSigned by:

*Daniel Saviteer*

3A2E163E0A594D7

Daniel Saviteer

Manager, Multifamily

2/4/2021

\_\_\_\_\_  
Date

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
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**EXHIBIT 1**

**LIST OF TARGET PROPERTIES**

<b>Project Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
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Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
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Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington

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Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberla nd
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberla nd
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

Proof that Rooftop is Structurally Able to Support PV System



**LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A  
COMMUNITY SOLAR SITE**

February 4th, 2021

Don L. Miller, Executive Vice President  
The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. (“**Sunrun**”) and The Michaels Organization (“**Host**”) with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey (“**MOU**”).

**1. Background**

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host’s properties as feasible.

**2. Key Business Terms**

- A. **Option to Contract for Use as a Community Solar Site.** Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the “**Option to Contract**”) on the affordable housing properties identified on the Host-approved target list, attached hereto as **Exhibit 1**, (“**Target List**”) for the duration of the Exclusivity Option Period.
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*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 2*

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.

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- Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
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- Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
- Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

**D. Host Rights and Responsibilities.**

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the



*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 3*

affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

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- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

**3. Exclusivity and Matching Offers**

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the “**Exclusivity Option Period**”). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host’s affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a “last look” opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun’s exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as

*Letter Agreement – August 23, 2019  
The Michaels Organization and Sunrun  
Page 4*

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Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

#### **4. Term and Termination**

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

#### **5. Confidentiality and Non-Disclosure**

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient’s possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

#### **6. Notice and Contact Information**

Notice under this Agreement shall be delivered as follows:

**HOST**

The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102  
Attention: Don Miller, Executive Vice President  
DMiller@TMO.com

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*The Michaels Organization and Sunrun*  
*Page 5*

**SUNRUN**

Sunrun Inc.  
225 Bush Street, Suite 1400  
San Francisco, CA 94104  
Attention: Nicholas Smallwood  
nsmallwood@sunrun.com  
CC: legalnotices@sunrun.com

**7. Choice of Law and Venue**

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

*[SIGNATURE PAGE FOLLOWS]*

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 6*

**AGREED:** The undersigned agree to this Memorandum of Understanding as of the date signed below:

**HOST**

The Michaels Organization

DocuSigned by:

*Don Miller*

D0D1EA0789564F...

Don Miller

Executive Vice President

2/4/2021

\_\_\_\_\_  
Date

**SUNRUN**

DocuSigned by:

*Daniel Saviteer*

3A2E163E0A594D7

Daniel Saviteer

Manager, Multifamily

2/4/2021

\_\_\_\_\_  
Date

*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
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**EXHIBIT 1**

**LIST OF TARGET PROPERTIES**

<b>Project Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington

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Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberla nd
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberla nd
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
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Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

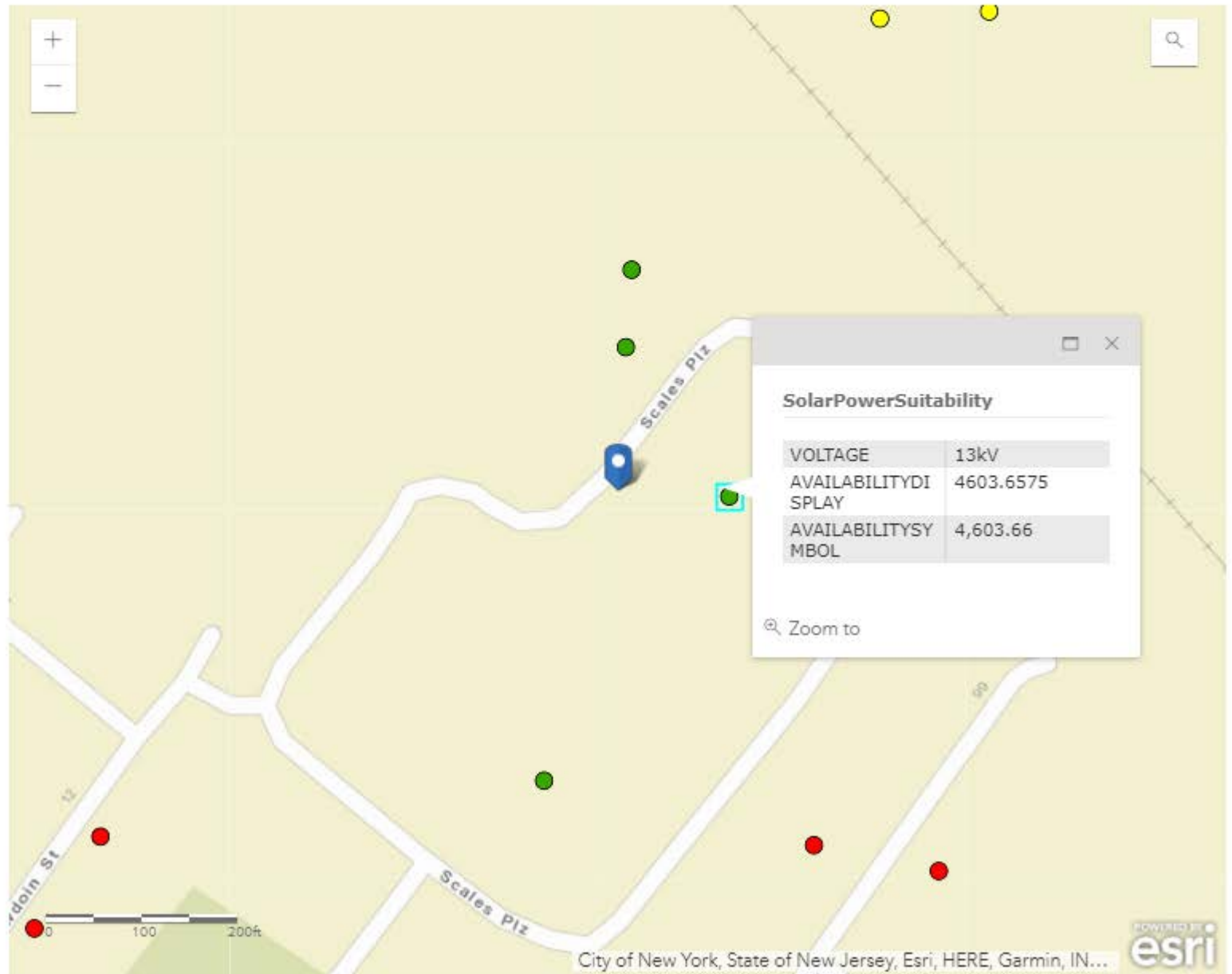
Hosting Capacity Map

\*Map works best with Google Chrome, Mozilla Firefox and Internet Explorer v8.0 and above browsers.

### Legend

#### SolarPowerSuitability

- >1000kW
- 100-1000kW
- < 100kW





Project Costs Spreadsheet

## Estimated Community Solar Cost Breakdown

Category	Item	Cost (\$/W)
Labor	Module Mounting	0.080
	Electrical Labor	0.100
	Build Racking	0.007
	Trenching	0.030
	Monitoring Labor	0.005
	Safety/bmps	0.009
	New Carport	0.210
	Roof Loading	0.055
	<hr/>	0.496
Materials	Inverter + Monitoring	0.487
	Modules	0.480
	Wire	0.011
	BOS	0.015
	Carport Lighting	0.005
	PV Racking	0.200
		<hr/>
Other	Commissioning	0.005
	Equipment Rental	0.010
	Subcontractor OHP	0.186
	<hr/>	0.201
Total Direct Costs		1.895
OHP (@ 15% Margin)		0.334
Total EPC price w/o tax		2.229
Total EPC price w/ tax		2.429
<hr/>		
<b>Total Project Cost (\$/w)</b>		<b><u>\$2.43</u></b>

Proof of Experience Serving the LMI Community and LMI Residents

## Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI communities

Since 2007 Sunrun has worked extremely closely with Grid Alternatives. (GRID) is a national 501(c)(3) nonprofit organization based in Oakland, California. GRID Alternatives installs solar power systems and provides job training for under-served communities and operates in the United States, Mexico, Nicaragua, and Nepal.

Below please find proof and evidence that Sunrun has supported and financed 17.89 MW of solar installed by GRID Alternatives.

### All Time Grid Alternatives Volume Report

Report Generation Status: Complete

Report Options:

Summarize information by:  Summarize information by:  Show

**Time Frame**

Date Field:  Range:   
From:  To:

Filtered By: [Edit](#)

Proposal Source not equal to Backlog, Asset Purchase [Clear](#)  
AND Cost Stack not equal to Asset Purchase [Clear](#)  
AND Sales Partner Name contains Grid Alternatives [Clear](#)

	System Size DC
<input type="checkbox"/> Sales Partner Name: GRID Alternatives (4,466 records)	17,892.9510
State: CA (4,398 records)	17,644.2360
State: DC (55 records)	203.5850
State: MD (13 records)	45.1300
<b>Grand Totals (4,466 records)</b>	<b>17,892.9510</b>

Check rows to filter, then drill down by:

Letter of Support from Workforce Development Partner



Board of Directors  
Sara Queen  
*Chair*  
Ellen Witzling Roff  
*Treasurer*  
Jane Crotty  
*Secretary*  
Kara M. Allen  
Katherine Boden  
William Browning  
Christopher J. Carolan  
Majora Carter  
Virginia Davies  
Donna DeCostanzo  
Adriana Espinoza  
Brian Fielding  
Julie Gallanty  
Patricia M. Grayson  
Stephan Roundtree  
Thor Thors

February 4, 2021

To whom it may concern,

Solar One is proud to endorse Sunrun's applications for program year two of the New Jersey Community Solar Energy Pilot Program. Sunrun's commitment to bringing both the financial benefits of solar and the long-lasting, life-changing benefits of workforce development is crucial to the success of Governor Phil Murphy's Master Energy Plan. Not only does Sunrun propose to build 8.9 MW of community solar, but Sunrun is supporting the crucial mission of bringing clean energy jobs to New Jersey residents through their installations.

If awarded, Solar One will be Sunrun's workforce development training partner. Please find a brief description of our program below;

1. Solar One will provide a three-week job training program for residents of each site at which Sunrun proposes to install solar.
2. Graduates will receive: Solar One Certificates of Completion in Green Construction and Solar PV Installation, OSHA 30 certification, and a guaranteed paid apprenticeship to install Sunrun's selected community solar projects.
3. Graduates will also receive guaranteed interviews for full time positions with either Sunrun or one of their affiliated partners in New Jersey.

Solar One is please to partner with Sunrun on this effort and we look forward to supporting the professional growth of New Jersians across the state.

Regards,


Max Levitzke  
Director, Solar One  
levitzke@solar1.org

Project Name	Address	City	State	Zip	County
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	7304	Hudson
Baxter Park	2 Wellington Way	Newark	NJ	7103	Essex
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	7108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	8104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	8104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	8110	Camden
Carrino Plaza	416-26 Broadway	Newark	NJ	7104	Essex
Catherine Todd	547 Montgomery St.	Jersey City	NJ	7302	Hudson
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	7011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	8103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	8873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	8618	Mercer
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	8030	Camden
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	8816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	7108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	7093	Hudson
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	7012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	7012	Passaic
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	7060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	7304	Hudson
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	7103	Essex
Living Springs Manor	501 Parkview Drive	Riverside	NJ	8075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	8075	Burlington
Mi Casa Village	1892 River Avenue	Camden	NJ	8105	Camden
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	7302	Hudson
Monastery	1901 West St.	Union City	NJ	7087	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	7645	Bergen
Morgan Village	2241 Van Buren St.	Camden	NJ	8104	Camden
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	7305	Hudson
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	7305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	7304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	8618	Mercer
Salem Towers	98 High Street	City of Orange	NJ	7050	Essex
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	7524	Passaic
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	7753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	7013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	7002	Hudson
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	7002	Hudson
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	8401	Atlantic
Vineland Gardens	775 S. 6th Street	Vineland	NJ	8360	Cumberland
Walnut Manor	794 E. Walnut Road	Vineland	NJ	8360	Cumberland
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	8505	Burlington
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	7304	Hudson

Affidavit Regarding Affordable Housing Property as LMI Subscriber

With respect to Question 6 of Section IX (*Community Solar Subscriptions and Subscribers*) of each Community Solar Energy Pilot Application form (each, an "Application") submitted regarding the community solar projects listed in Schedule 1 hereto (the "LMI Community Solar Host Properties") for consideration by the New Jersey Board of Public Utilities, by signing affidavit, I, Don Miller, Executive Vice President of Michaels Management-Affordable LLC ("Host") affirm and swear that Host expects specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription for each LMI Community Solar Host Property will be passed through to its tenants and residents as described in each LMI Community Solar Host Property's Application Form.

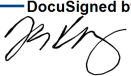
Host

DocuSigned by:  
  
Signature: D0D1FA97895644E...

Name: Don Miller

Date: February 4<sup>th</sup>, 2021

Signed and sworn to me before this 4<sup>th</sup> day of February, 2021

DocuSigned by:  
  
CEBDF66AF587445...

Signature

Theresa Rogers

\_\_\_\_\_

Name



## Schedule 1

## List of Properties

<b>Project Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Corner	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
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Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
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Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

## Evidence of Partnership with an Affordable Housing Provider



**LETTER OF AGREEMENT AND OPTION TO CONTRACT FOR USE AS A  
COMMUNITY SOLAR SITE**

February 4th, 2021

Don L. Miller, Executive Vice President  
The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102

Dear Mr. Miller:

This letter sets forth the understanding and terms of agreement and constitutes a Memorandum of Understanding and Option to Contract for Use as a Community Solar Site between Sunrun Inc. (“**Sunrun**”) and The Michaels Organization (“**Host**”) with respect to installing solar photovoltaic (PV) systems on multifamily low-income housing properties in New Jersey (“**MOU**”).

**1. Background**

Host is a leading provider of multifamily affordable housing, with a record of investments in energy efficiency and solar PV in order to improve its real estate assets and benefit its low income residents. Sunrun is the largest residential solar company in the United States and a leading provider of solar electric generating systems for multifamily affordable housing properties. Host has an extensive portfolio of affordable housing properties that are excellent candidates for the New Jersey Community Solar Pilot Program. The parties wish to partner to bring their respective strengths together to develop solar PV projects that will benefit Host, Sunrun and the low income residents of as many of Host’s properties as feasible.

**2. Key Business Terms**

- A. **Option to Contract for Use as a Community Solar Site.** Host hereby provides Sunrun with an exclusive option to contract for installation of Solar PV systems for use as community solar site(s) (the “**Option to Contract**”) on the affordable housing properties identified on the Host-approved target list, attached hereto as **Exhibit 1**, (“**Target List**”) for the duration of the Exclusivity Option Period.
- B. **Goals.** The overall goal is to identify and develop Solar PV systems for Host’s affordable housing properties. Based on preliminary review, Sunrun believes it may be reasonable to develop projects that provide the following benefits:
  - Create electricity cost savings and subsequent NOI increase in the budgets of Host properties

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*The Michaels Organization and Sunrun*  
*Page 2*

- Establish Host as a leading provider of renewable energy that benefits low-income renters and stabilizes affordable housing assets at scale and in a manner that attracts mainstream investment.

**B. Overall Tasks.** The purpose of this MOU will be achieved through the following overall tasks:

- Sunrun will develop fully engineered proposals for solar PV systems for properties on the Target List.
- Host and Sunrun will negotiate in good faith and contract for solar PV systems to benefit Host, Sunrun and low-income residents on as many of Host's properties as feasible, based on the Target List.
- Once contracted, Sunrun and Host will cooperate to diligently complete installation and interconnection of the solar PV.

**C. Preliminary Assessment Process.** Upon execution of this MOU, the parties will proceed with a preliminary assessment of solar PV opportunities as follows:

- Sunrun will provide a preliminary analysis of the potential business opportunity at each site on the Target List based on estimated site solar capacity or maximum electric load at Host's properties. Sunrun will confirm that the roofs of each site are structurally able to support a solar installation and present that confirmation to the Host.
- The parties will use that information to agree on the size of the total potential solar PV system development opportunity across all target properties, as measured in MW-DC.
- Host will supply information needed for Sunrun to produce the more detailed proposals, including: unit mix tables with affordability restrictions, energy bills or authorization to access such information in electronic format from the local utility provider, as-built drawings (if available), regulatory agreements and other documents as may be required to process a utility rebate, and other Host input for Sunrun's design consideration. Host also acknowledges that their roofs are structurally able to support a rooftop solar installation.
- Sunrun will develop the detailed site-specific analyses and generate proposals for as many properties as possible that meet the goals of this agreement including roof structure. The parties will cooperate in the ongoing development of the analyses.

**D. Host Rights and Responsibilities.**

- Host reserves the right to reject any project presented by Sunrun that does not reasonably correspond to the metrics as outlined in this MOU.
- Host represents that, with respect to the matters addressed in this MOU, it exercises a controlling interest in the properties on the Target List through its affiliations with the respective owner entities of the Target List properties, and will cause the

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affiliated owner entities to execute the required legal documents to achieve the goals and terms of this MOU.

**E. Sunrun Responsibilities.**

- Sunrun will identify, develop, finance, install and operate Solar PV systems on Host properties for use as community solar sites. The Solar PV systems will serve tenant units and/or property common areas. The work will be performed by Sunrun, its affiliates and partners.
- Sunrun will utilize a mix of incentives, debt financing, and tax equity financing to pay for the solar PV. The intent of the financing strategy is to provide solar PV systems that benefits both common areas and residents of affordable housing properties at an overall price that provides savings to property operating (common area) budgets and residents with no upfront cost to Host for either tenant or common systems.
- Sunrun will complete turnkey installation of the solar system, including design, engineering, permitting, construction, interconnection and rebate processing, as well as the long-term operations, maintenance, warranty and performance guarantee.
- Sunrun agrees to present proposals that meet these target parameters:
  1. Achieve significant reduction in common area electric energy savings for the common area meter(s) with resultant increases in property-level net operating income (NOI.)
  2. Maximize the Solar PV system size to generate the maximum benefit for low-income residents of Host multifamily affordable housing properties.
- Host shall have the right to confirm the project design and economics prior to entering into a final contract for each Sunrun-proposed Solar PV system.

**3. Exclusivity and Matching Offers**

Sunrun shall have the exclusive Option to Contract on the Target List for a period of six months from the date of this MOU (the “**Exclusivity Option Period**”). In addition, during the Exclusivity Option Period, Sunrun shall have the right to submit Solar PV applications with the NJ Board of Public Utilities on certain of Host’s affordable housing portfolio.

In addition, for a period of two (2) years following the Exclusivity Option Period, Host shall provide Sunrun with a “last look” opportunity to match any subsequent solar PV system proposals from other solar PV system providers on projects previously presented by Sunrun and rejected by Host during the term of this agreement. Sunrun will have 45 days to review a proposal and provide an alternate proposal.

In exchange for Sunrun’s exclusive Option to Contract and last look opportunity and upon agreement of the size of the total potential solar PV system development opportunity as

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*The Michaels Organization and Sunrun*  
*Page 4*

measured in MW-DC, Sunrun will pay Host \$100 per MW (“**Option Payment**”). The Option Payment will be made within 30 days of agreement on the size of the total business opportunity.

Host will have no obligation to repay any portion of the Option Payment, regardless of the total size of Solar PV systems ultimately installed by Sunrun, if any.

#### **4. Term and Termination**

This MOU is effective upon the signature date below and shall continue for a minimum of six months or until all projects identified by Host have been analyzed by Sunrun and Host has either accepted or rejected the proposed projects, whichever is longer, provided, however, that the matching offer provision of Section 4 shall continue for an additional two years beyond the expiration of the Exclusivity Option Period.

This MOU may be terminated by either party for Good Cause or by mutual written agreement. Good Cause shall mean that in the judgement of the terminating party the other party failed to act in a timely manner or provide information reasonably necessary to qualify for the New Jersey Community Solar Pilot Program or to develop and finance the solar PV at a given project. Additionally, Good Cause shall include that in the judgement of Host, Sunrun is not performing in a timely manner. This MOU may be modified only in writing and with the mutual consent of authorized officials from Host and Sunrun.

#### **5. Confidentiality and Non-Disclosure**

The information provided and developed in conjunction with this Agreement, including without limitation the presentation, approach, deal structure, proposed project economics and the terms of the Agreement itself, excepting any information that was publicly available or in the recipient’s possession prior to disclosure, shall be considered proprietary and confidential. The parties agree to use such confidential information solely to evaluate the proposed Solar PV systems contemplated by this Agreement, to take reasonable measures to maintain the secrecy of any such material, and not to disclose it to any third parties except as required by law.

#### **6. Notice and Contact Information**

Notice under this Agreement shall be delivered as follows:

**HOST**

The Michaels Organization  
2 Cooper Street  
Camden, NJ 08102  
Attention: Don Miller, Executive Vice President  
DMiller@TMO.com

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The Michaels Organization and Sunrun  
Page 5*

**SUNRUN**

Sunrun Inc.  
225 Bush Street, Suite 1400  
San Francisco, CA 94104  
Attention: Nicholas Smallwood  
nsmallwood@sunrun.com  
CC: legalnotices@sunrun.com

**7. Choice of Law and Venue**

This Agreement shall be interpreted with respect to the laws of the state of California. Any dispute arising out of this agreement that cannot be resolved informally between the parties is subject to binding arbitration where each party shall bear its own expenses and each party shall agree to comply with any ruling made through arbitration.

*[SIGNATURE PAGE FOLLOWS]*



*Letter Agreement – August 23, 2019*  
*The Michaels Organization and Sunrun*  
*Page 6*

**AGREED:** The undersigned agree to this Memorandum of Understanding as of the date signed below:

**HOST**

The Michaels Organization

DocuSigned by:

*Don Miller*

D0D1EA0789564F...

Don Miller

Executive Vice President

2/4/2021

\_\_\_\_\_  
Date

**SUNRUN**

DocuSigned by:

*Daniel Saviteer*

3A2E163E0A594D7

Daniel Saviteer

Manager, Multifamily

2/4/2021

\_\_\_\_\_  
Date

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**EXHIBIT 1**

**LIST OF TARGET PROPERTIES**

<b>Project Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
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Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
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Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
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Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
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Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
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Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson

**Affidavit Regarding Systems Exceeding PSE&G Capacity**

Sunrun acknowledges that eight (8) of our applications (schedule below) exceed the capacity listed in PSEG's capacity hosting map. We believe that upon further review and upon PSE&G's finding that the respectful circuit isn't closed, there should be no issues concerning interconnection.

We are also willing to downsize applications to meet the available capacity limit.

Thank you,

**Project Developer**

Signature:

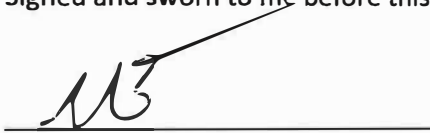


Name: Daniel Saviteer

Position: Manager, Multifamily

Date: February 5<sup>th</sup>, 2021

Signed and sworn to me before this 5<sup>th</sup> day of February, 2021



Signature

NICOLAS A BASILICA

Name

**NICOLAS ANTHONY BASILICA**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
December 31, 2025

## Schedule 1

### List of Properties

<b>Project Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	Atlantic
Salem Towers	98 High Street	City of Orange	NJ	07050	Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	07305	Hudson
Catherine Todd	547 Montgomery St.	Jersey City	NJ	07302	Hudson
Montvale Commons	150 Nottingham Ct.	Montvale	NJ	07645	Bergen
Barbara's Place	471 Pacific Avenue	Jersey City	NJ	07304	Hudson
Boulevard West	220 Irvine Turner Blvd.	Newark	NJ	07108	Essex
Branch Village Townhomes	1700 S 9th Street	Camden	NJ	08104	Camden
Branches at Centerville	1700 S 9th Street	Camden	NJ	08104	Camden
Brittin Village	3911 Federal Street	Pennsauken	NJ	08110	Camden
Clifton Main Mews-IRM	988 Main Avenue	Clifton	NJ	07011	Passaic
Cooper Plaza	738 Washington St.	Camden	NJ	08103	Camden
DeForest Soaries Jr Res at Somerset	630 Franklin Blvd	Somerset	NJ	08873	Somerset
Esperanza Apartments	10 Wood Street	Trenton	NJ	08618	Mercer
Glennview Townhouses I	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Glennview Townhouses II	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Halls Comer	551 Cranbury Rd	East Brunswick	NJ	08816	Hudson
Harrison Park Square	140 Spruce Street	Newark	NJ	07108	Essex
Horizon Heights	4906 Broadway	West New York	NJ	07093	Hudson
Horizons at Plainfield	130 W Front St.	Plainfield	NJ	07060	Union
LaFayette Senior Living Center	463 Pacific Avenue	Jersey City	NJ	07304	Hudson
Living Springs Manor	501 Parkview Drive	Riverside	NJ	08075	Burlington
Living Springs Senior	600 Park View Dr.	Riverside	NJ	08075	Burlington
Mill Creek Garden	214 Cornelison Avenue	Jersey City	NJ	07302	Hudson
Monastery	1901 West St.	Union City	NJ	07087	Hudson
Morgan Village	2241 Van Buren St.	Camden	NJ	08104	Camden
Ocean Towers	425 Ocean Avenue	Jersey City	NJ	07305	Hudson
Pacific Court	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Rowan Towers	620 W. State Street	Trenton	NJ	08618	Mercer
Sams Place Apts	446-60 E 19th St.	Paterson	NJ	07524	Passaic
Tagliareni Plaza	732 Avenue E	Bayonne	NJ	07002	Hudson
Waterfront Village	100 Maud Booth Court	Fieldsboro	NJ	08505	Burlington
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberland
	794 E. Walnut Road	Vineland	NJ	08360	Cumberland

Walnut Manor					
Baxter Park	2 Wellington Way	Newark	NJ	07103	Essex
Carrino Plaza	416-26 Broadway	Newark	NJ	07104	Essex
Francis J.Gorman	430 S. Broadway	Gloucester City	NJ	08030	Camden
Horizons at Clifton II	100 Scales Plaza	Clifton	NJ	07012	Passaic
Horizons at Clifton III	100 Scales Plaza	Clifton	NJ	07012	Passaic
Lincoln Towers (NJ)	69 Lincoln Street	Newark	NJ	07103	Essex
Mi Casa Village	1892 River Avenue	Camden	NJ	08105	Camden
Sebastian Villa Apartments	2305 W Bangs Ave.	Neptune	NJ	07753	Monmouth
Senior Horizon at Clifton	714 Clifton Ave.	Clifton	NJ	07013	Passaic
Senior Horizons at Bayonne	74 Lexington Ave.	Bayonne	NJ	07002	Hudson