## 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,

Pro	iect	Deve	loper
		Deve	IODCI

Signature:

Name: Daniel Saviteer

Position: Manager, Multifamily

NICOLOS A LOSILICE

Date: February 5th, 2021

Signed and sworn to me before this 5th day of February, 2021

Signature

Name

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



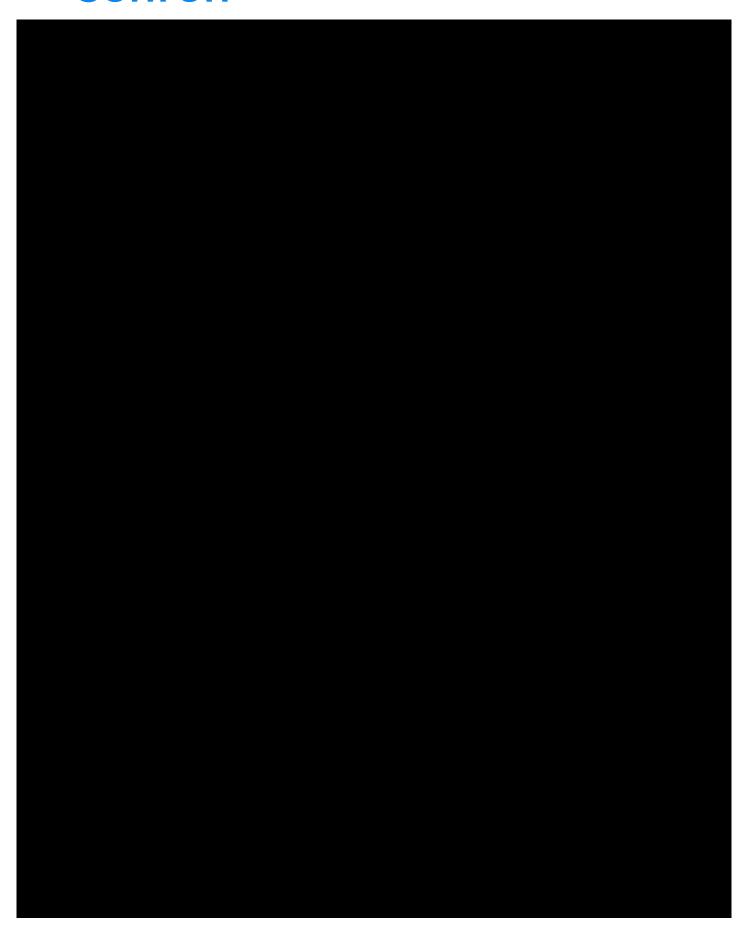


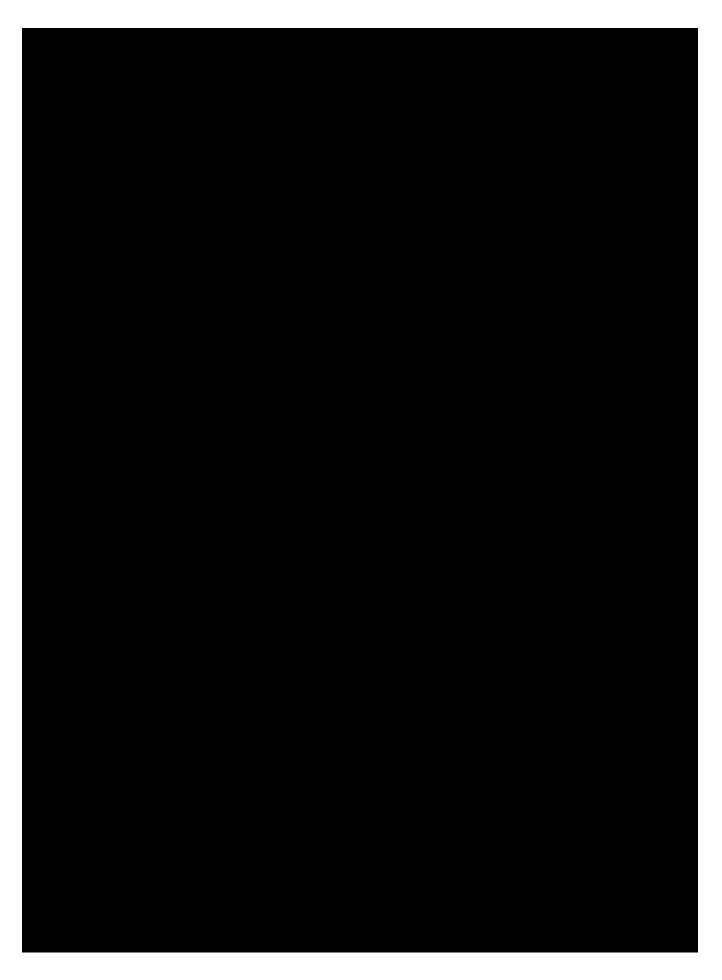
rsey 0 S. st n se nd е





# SUNTUN







# **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: \_\_\_ ☐ Community Solar Project Owner ☐ Community Solar Developer/Facility Installer Applicant is: ☐ 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: Mailing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ TM Municipality: County: 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: \_\_\_\_\_ Zip Code: \_\_\_\_\_ The proposed community solar project will be primarily built by: $\Box$ the Developer $\Box$ 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, o	complete if applicable):	
First Name:	Last Name:	
Daytime Phone:	Email:	
Mailing Address:		
Municipality:	County:	Zip Code:
IV. Property/Site Owner Information	ation	
Property Owner Company/Entit	y Name:	
Applicant Mailing Address:		
Municipality:	County:	Zip Code:
V. Community Solar Subscriber	Organization (optional, comple	te if known)
	CIDON	
If this section, "Community So	lar Subscriber Organization,"	is left blank and the proposed project is
		r Energy Pilot Program, the Applicant must
inform the Board of the informa	The last the state of the state	
Subscriber Organization Compa	ny/Entity Name (optional, com	plete if applicable):
Mailing Address:		
		Zip Code:
. ,		
VI. Proposed Community Solar F	Facility Characteristics	
Community Solar Facility Size (a	s denominated on the PV pane	els): MWdc
*Any application for a system la	arger than 5 MWdc will be auto	omatically eliminated. If awarded, projects
will be held to the MWdc size in	idicated in this Application.	
Municipality:	County:	Zip Code:
Name of Property (optional, con		



Proper	<mark>ty Block</mark> and Lot Number(s):		
Commi	unity Solar Site Coordinates:	Longitude	Latitude
Total A	creage of Property Block and Lots:	acres	
Total A	creage of Community Solar Facility:	acres	
located reques	a delineated map of the portion of the lin PDF format. The map must be provit to submit a copy of the delineated maile (.shp), in order to facilitate integration	ded in color. Note: Applic p as a design plan in drav	cations may be required upon ving file format (.dwg) or as a
EDC ele	ectric service territory in which the propos	sed community solar facilit	ry is located: (select one)
	☐ Atlantic City Electric	☐ Jersey Central I	Power & Light
	☐ Public Service Electric & Gas	☐ Rockland Electi	ric 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*		eg collected for informational eg.3 as being fully operational, ription to the project. Projects roval by the Board (subject to a and Conditions).  Yes \( \sim \) No see section B. XIII. for special al certification from the Board oject having begun operation	
VII. Cor	mmunity Solar Facility Siting		
1.	The proposed community solar project has a sol	ncomplete. nership or option to purch community solar site or o ust be specific to the proje	nase, signed lease or option to ption to contract for use as a ect in this Application, and may



2.	The proposed community solar facility is located, in part or in whole, on preserved farmland*□ Yes □ No
	If "Yes," the Application will not be considered by the Board.
	*Preserved farmland is defined in N.J.A.C. 14:8-9.2 as land from which a permanent development easement was conveyed and a deed of easement was recorded with the county clerk's office
	pursuant to N.J.S.A. 4:1C-11 et seq.; land subject to a farmland preservation program agreement
	recorded with the county clerk's office pursuant to N.J.S.A. 4:1C-24; land from which development potential has been transferred pursuant to N.J.S.A. 40:55D-113 et seq. or N.J.S.A. 40:55D-137 et
	seq.; or land conveyed or dedicated by agricultural restriction pursuant to N.J.S.A. 40:55D-39.1.
3.	The proposed community solar facility is located, in part or in whole, on Green Acres preserved
	open space* or on land owned by the New Jersey Department of Environmental Protection (NJDEP) $\square$ Yes $\square$ 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).
	Prui cladhanardii
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) ergy com
	$\square$ an area of historic fill (see question 9 below)
	$\square$ 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)
	$\square$ 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 <a href="https://www.nj.gov/dep/dshw/lrm/landfill.htm">www.nj.gov/dep/dshw/lrm/landfill.htm</a> :
8.	If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property?
9.	If the proposed community solar facility is located, in part or in whole, on an area of historic fill, have the remedial investigation requirements pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-4.7 been implemented?
10.	If the proposed community solar facility is located, in part or in whole, on a rooftop, has the Applicant verified that the roof is structurally able to support a solar system? $\square$ Yes $\square$ No If "Yes," attach substantiating evidence. If "No," the application will not be considered by the Board.
11.	If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body ("floating solar"), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?



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

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

12.	or complex
13.	The proposed community solar facility is located on an area designated in need of redevelopment
14.	The proposed community solar facility is located in an Economic Opportunity Zone, as defined by the New Jersey Department of Community Affairs ("DCA")
15.	The proposed community solar facility is located on land or a building that is preserved by a municipal, county, state, or federal entity
16.	The proposed community solar facility is located, in part or in whole, on land that includes trees
	Construction of the proposed community solar facility will require cutting down one or more trees  Yes \( \text{No} \)  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?



	Will the use restrict	tion(s) be required to be modified by variance or other means?
	If "Yes," explain the mo	
18.		nity solar facility has been specifically designed or planned to preserve or g. landscaping, site and enhancements, pollination support, etc.) This
		ements beyond required basic site improvements
	•	, and provide any substantiating documentation in an attachment. Explain
		enhancements will be made and maintained for the life of the project. If ion support, explain what type of pollination support, how this support is
	, -,	ecosystems, and whether the proposed pollination support has received
	certifications or other	verification.
		New Jersey's
	3PU!	cloanoporali
		cleanenergy
19.	This guestion is for info	njcleanenergy.com ormational purposes only, and will not impact the Application's score. The
	•	earning more about ways in which "dual use" projects may be implemented
	in the Pilot Program:	
		nity solar facility is a "dual use" project: i.e. the project site will remain in duction throughout the life of the project (e.g. crop production under or
	•	vestock grazing) \(\sigma\) Yes \(\sigma\) No
	*Wildflower planting o	or other pollination support is not considered dual use for purposes of this
	question (pollination s	upport is question 18).  Agricultural production will be maintained on the site and will be consistent
	· · · · · · · · · · · · · · · · · · ·	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
	If "No," the Application will be deemed incomplete. This requirement only applies to ground
	mounted and floating solar projects. Community solar projects located on a rooftop, parking lot,
	or parking structure are exempt from this requirement.
	*Applicants are not required to submit the Permit Readiness Checklist to NJDEP prior to
	submitting an Application to the Board, except in the case of floating solar projects.
2.	The Applicant has met with NJDEP's OPPN □ Yes □ No
	If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.
	* If the Applicant met with OPPN or received comments from OPPN (formerly PCER) for this
	project as part of the Program Year 1 Application process, and if the details of the project and the
	site characteristics have remained the same, those comments remain valid. Please include those
	comments or meeting notes as an attachment to the Application.
	*A meeting with NJDEP's OPPN is <u>not required</u> prior to submitting an Application. Exception: all
	floating solar projects are required to meet with NJDEP's OPPN prior to submitting an
	Application. Applicants with a floating solar project are responsible for contacting NJDEP with
	sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an
	Application.
	Pi Vi CIAMANARMI
3.	The Applicant has received all non-ministerial permits* for this project (optional)
	□ Yes □ No
	*Receiving all non-ministerial permits is not required prior to submitting an Application.
	*A non-ministerial permit is one in which one or more officials consider various factors and
	exercise some discretion in deciding whether to issue or deny a permit. This is in contrast to a
	ministerial permit, for which approval is contingent upon the project meeting pre-determined
	and established standards. Examples of non-ministerial permits include: local planning board
	authorization, use variances, Pinelands or Highlands Commission approvals, etc. Examples of
	ministerial permits include building permits and electrical permits.

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



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

Permitting Date Permit Applied for (if applicable) /

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

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

**Permit Name** 

r ennic Name	/ crimiting	Date refinit Applied for (i) applicable)	′
& Description	Agency/Entity	Date Permit Received (if applicable)	
		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
4			
3			
No.	<del>ew Jersey's</del>		
DDIT			
	IOOD	ODOKOLL	
		of the relevant EDC via the EDC's website	
(links are available on the NJ	CEP website) and deterr	mined that, based on the capacity hosting	g
map as published at the date of	of submission of the Appli	ication, there is sufficient capacity available	e
at the proposed location	on to build the	proposed community solar facility	v
· ·		\( \sigma\) Yes \( \sigma\) No	,
If "Yes," include a screenshot	of the capacity hosting r	map at the proposed location, showing the	e
available capacity.			
If the hosting capacity map sh	ows insufficient capacity	, the Application will not be considered by	У
the Board, unless the Applica	nt provides: 1) a letter	from the relevant EDC indicating that the	e
		2) an assessment from the relevant EDC o	
		required to enable the interconnection o	
the proposed system, and a c	commitment from the A	pplicant to pay those upgrade costs if the	е
project were to be selected by	the Board.		
Exception: Projects located in	PSE&G service territory	for which the hosting capacity map shows	S
		on may be eligible for a waiver of this	
		this waiver, please check "Yes" below and	
, , , , , , , , , , , , , , , , , , , ,	<u>-</u>		
	•	scribed in the Board's Order	:
https://www.njcleanenergy.co	om/files/file/Community	Solar/FY21/8E%20-	
%20ORDER%20PSEG%20Inter	connection.pdf.		
This project is exercising the P	SE&G hosting capacity m	nap waiver: 🗆 Yes 🗆 No	



6.	The Applicant has conducted an interconnection study for the proposed system (optional)
	If "Yes," include the interconnection study received from the EDC.
IX. Cor	nmunity Solar Subscriptions and Subscribers
1.	Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range):
2.	Estimated or Anticipated Breakdown of Subscribers (please provide a good faith estimate or range of the kWh of project allocated to each category):  Residential: Commercial: Industrial: Other: (define "other":)
3.	The proposed community solar project is an LMI project*
4.	The proposed community solar project has a clear plan for effective and respectful customer engagement process
5.	The proposed community solar project will allocate at least 51% of project capacity to residential customers
6.	An affordable housing provider is seeking to qualify as an LMI subscriber for the purposes of the community solar project
	If "Yes," what specific, substantial, identifiable, and quantifiable long-term benefits from the community solar subscription are being passed through to their residents/tenants?



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

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

7.	This project uses an anchor subscriber <i>(optional)</i> □ 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? $\square$ Yes $\square$ No
	If "Yes," what specific, identifiable, sufficient, and quantifiable benefits from the community solar
	subscription are being passed through to the tenants?
	New Jersey's
	cleanenergy
	Additionally, the account holder of the master meter must attach a signed affidavit that the
	specific, identifiable, sufficient, and quantifiable benefits from the community solar subscription

will be passed through to the tenants.

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

9.	The geographic restriction for distance between project site and subscribers is: (select one)
	$\square$ No geographic restriction: whole EDC service territory
	$\square$ Same county OR same county and adjacent counties
	$\square$ Same municipality OR same municipality and adjacent municipalities
	Note: The geographic restriction selected here will apply for the lifetime of the project, barring
	special dispensation from the Board, pursuant to N.I.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  \Box Yes \Box No  If "Yes," the guaranteed or fixed savings are offered as:
	<ul> <li>□ A percentage saving on the customer's annual electric utility bill</li> <li>□ A percentage saving on the customer's community solar bill credit</li> <li>□ Other:</li> </ul>
	If "Yes," the proposed savings represent:
	$\square$ 0% - 5% of the customer's annual electric utility bill or bill credit
	$\square$ 5% - 10% of the customer's annual electric utility bill or bill credit
	$\square$ 10% - 20% of the customer's annual electric utility bill or bill credit
	$\square$ over 20% of the customer's annual electric utility bill or bill credit
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of
	the community solar facility
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered
	to the subscribers in Appendix A.
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.)
	Public TM
	The subscription proposed offers guaranteed or fixed savings to subscribers $\Box$ Yes $\Box$ No If "Yes," the guaranteed or fixed savings are offered as:
	☐ A percentage saving on the customer's annual electric utility bill
	$\Box$ A percentage saving on the customer's community solar bill credit
	☐ Other:
	If "Yes," the proposed savings represent:
	$\square$ 0% - 5% of the customer's annual electric utility bill or bill credit
	$\square$ 5% - 10% of the customer's annual electric utility bill or bill credit
	$\square$ 10% - 20% of the customer's annual electric utility bill or bill credit
	$\square$ over 20% of the customer's annual electric utility bill or bill credit
	The subscription proposed offers subscribers ownership or a pathway to ownership of a share of
	the community solar facility
	If "Yes," include proof of a pathway to ownership of a share of the community solar facility offered
	to the subscribers in Appendix A.



12. The list of approved community solar projects will be published on the Board's websit Additionally, subscriber organizations have the option of indicating, on this list, that the project currently seeking subscribers.	
If this project is approved, the Board should indicate on its website that the project is current seeking subscribers	
If "Yes," the contact information indicated on the Board's website should read:	
Company/Entity Name: Contact Name:	
Paytime Phone: Email:	
It is the responsibility of the project's subscriber organization to notify the Board if/when the project o longer seeking subscribers, and request that the Board remove the above information on its website	
. Community Engagement	
The proposed community solar facility is located on land or a building owned or controlled by government entity, including, but not limited to, a municipal, county, state, or federal entity□ Yes□ No.	ity
2. The proposed community solar project is being developed by or in partnership or collaboration with the municipality in which the project is located	or or or or ity oer oce ng es.
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 are in which the project is located □ Yes □ No	ea



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

#### njcleanenergy.com

#### XI. Project Cost

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

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

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



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

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

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



#### XII. Other Benefits

	lijele	Ramemergyrcom	program
1.	1. The proposed community solar facility v	will be paired with storag	e □ Yes□ No
	If "Yes," please describe the proposed s	torage facility:	
	a. Storage system size:	MW	MWh
	b. The storage offtaker is also a	subscriber to the pro	posed community solar facility
			□ Yes □ No
*C	*Community solar credits will only be prov	vided to community sola	r generation; credits will not be
pro	provided to energy discharged to the grid fr	om a storage facility (i.e.	no "double counting").
2.	2. The proposed community solar facility v	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 ar	nd/or private?	
	Please provide additional details:		



3.	The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers
4.	The proposed community solar project will create temporary or permanent jobs in New Jersey □ 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
XIII. Spe	ecial Authorizations and Exemptions
1.	Is the proposed community solar project co-located with another community solar facility (as
	defined at N.J.A.C. 14:8-9.2)? $\square$ Yes $\square$ 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.	<ul> <li>Does this project seek an exemption from the 10-subscriber minimum?</li></ul>
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?
	If "Yes," attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.
4.	Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019?
5.	The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



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

A.	This Application is for an opt-out community solar project $\square$ Yes $\square$ No
B.	The proposed opt-out project will be owned and operated by the municipality for the duration of the project life (excluding a possible period of temporary third-party, tax-credit investor ownership to maximize the financeability of the opt-out project, subject to appropriate contractual provisions that maintain the municipality's ultimate control of the proposed opt-out project)
	No," the project will not be considered for eligibility as an opt-out community solar project.
If "	The proposed opt-out project has been authorized by municipal ordinance or resolution  — Yes — No  (Yes," attach a copy of the municipal ordinance or resolution allowing the development, nership, and operation an opt-out community solar project, contingent on the proposed rules
bei	ng 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
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	-			
SOCTION		OFFIT	COT	IANC

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 personation knowledge or on inquiry of individuals with such knowledge; and
3) The community solar facility proposed in the Application will be constructed, installed, an operated as described in the Application and in accordance with all Board rules and applicabl laws; and
<ul> <li>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</li> <li>5) My organization understands that information in this Application is subject to disclosure under</li> </ul>
the Open Public Records Act, N.J.S.A. 47-1A-1 et seq., and that any claimed sensitive and trad 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 the 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  NICOLAS ANTHONY BASILICA
NICOLAS ANTHONY BASILION 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.

this Ce	rtification is required.
The un	dersigned warrants, certifies, and represents that:
	Denial Control
1)	, 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.
Signatu	Date: February 4th, 2021
-	
	ame: Daniel Saviteer
Title: N	Manager, Multifamily Company: Sunrun, Inc.
Signed	and sworn to before me on this $\frac{4\text{th}}{2000}$ day of $\frac{2021}{20000}$
11	
/W	/ Nicol to the same
Signatu	NOTARY PUBLIC
NIC	olas A Uasilica State of Connecticut

December 31, 2025

Name



#### **Project Owner Certification**

The un	dersigned 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				
101725	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				
41	laws; and				
4)	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)					
-,	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.				
. %	7 4 3021				
Signatu	Date: 2.4.2021				
Drint N	ame: Daniel Saviteer				
	Manager, Multifamily Company: Sunrun, Inc.				
nue.	Company.				
Signed	and sworn to before me on this 4th day of February 2021				
1	No.				
$\mathcal{M}$					
Signatu	98 ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °				
VILO	las A Basilica				

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

Name



#### **Property Owner Certification**

The undersigned warrants, certifies, and represents that:

Certification on behalf of my organization; and

	S	•	•	•	
1)	Don Miller			(name) am the Executive Vice President (title)	of the
	Property Montva	ale Comm	ons	(name) and have been authorized to file this A	

- 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 Don Miller Don 15,000 Miller	
Print Name: Don Miller Title: Executive Vice Preside	ent Company: The Michaels Organization
Signed and sworn to before me Docusigned by:  CEBDF66AF587445  Signature Theresa Rogers	njcleanenergy.com on this 4th day of February , 2021
Name	

Proof of Authorized Notary Public

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

COMM. NO: 50074880

State Of New Jersey Notary Public Commission

FROM: JANUARY 16, 2018

EXPIRES: JANUARY 16, 2023

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.

SIGNED IN PRESENCE OF COUNTY CLERK

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

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
VALD DATES
SIGNATURE
SIGNATURE
COMM. NUMBER
ACTING STATE TREASURER
ACTING STATE TREASURER

Do not detach until validated by county clerk.



	_	•		••
CACTION	11.	Λn	nan	MIV
Section	υ.	AD	DEL	IUIA

#### Appendix A: Product Offering Questionnaire

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

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

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

☐ Other fee(s) and frequency: \_\_\_\_\_



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

6. Special conditions or considerations:





### Appendix B: Required Attachments Checklist

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

Required Attachments	Reference	
Attachments marked with an asterisk (*) are only required if the project	Page	Attached?
meets the specified criteria. All others are required for all Applications.	Number	
Delineated map of the portion of the property on which the community	p. 10	□Yes □ No
solar facility will be located (in color).		
Proof of site control.	p. 10	X Yes □ No
(*) If the proposed project is located, in part or in whole on a rooftop:	p. 12	□Yes □ No
substantiating evidence that the roof is structurally able to support a solar		
system.		
(*) If the proposed project is located on an area designated in need of	p. 13	□Yes □ No
redevelopment: proof of the designation of the area as being in need of	4.1	h =
redevelopment from a municipal, county, or state entity.	-11/	1/
(*) If the proposed project is located in an Economic Opportunity Zone	p. 13	□Yes □ No
("EOZ"), as defined by DCA: proof that the facility is located in an EOZ.		
(*) If the proposed project is located on land or a building that is	p. 13	□Yes □ No
preserved by a municipal, county, or federal entity: proof of the		
designation of the site as "preserved" and that the designation would not	OK	$\bigcirc$
conflict with the proposed solar facility.		
Copy of the completed Permit Readiness Checklist.	p. 14	□Yes □ No
A screenshot of the EDC capacity hosting map at the proposed location,	p. 16	☐Yes ☐ No
showing the available capacity (in color).	piogi	CATE
Substantiating evidence of project cost in the form of charts and/or	p. 20	□Yes □ No
spreadsheet models.		
Product Offering Questionnaire(s) in Appendix A.	p. 30 – 31	□Yes □ No
Certifications in Section C.	p. 25 – 29	☐Yes ☐ No

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



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

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



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





#### Appendix C: Evaluation Criteria

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

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	Evaluation Criteria	Max. Points (total possible points: 100)
Siting 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		nclusion 25
prior to submitting an Application, and take special notice of DEP's siting guidelines.  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.  **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.	Siting 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.  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.  **Note: bonus points will only be available for projects in the "higher" or "medium" preference siting categories. Projects in the "No Points"	toric fill, vious surfaces on water ished floral  It water and faunal  Max. possible bonus points: 3  Max. possible bonus points: 2  or an  with DEP of DEP's  avel pits that is been moved pard Order  the "higher"



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

njcleanenergy.com

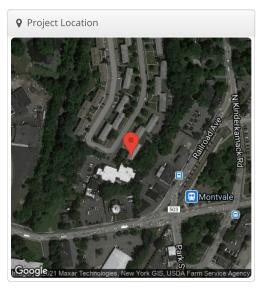
Delineated Site Map

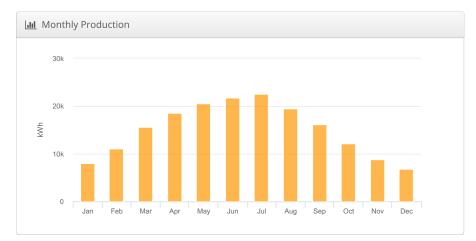


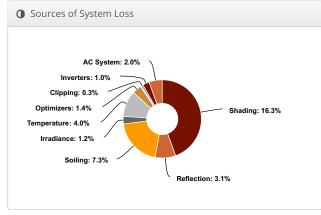
## $05\_NTP\_V2 \ \, \text{Montvale Commons, 150 Nottingham Ct., Montvale, NJ 07645}$

& Report	
Project Name	Montvale Commons
Project Description	2004033067
Project Address	150 Nottingham Ct., Montvale, NJ 07645
Prepared For	ТМО
Prepared By	Draper Dayton draper.dayton@sunrun.com

<u>IIII</u> System	Lill System Metrics						
Design	05_NTP_V2						
Module DC Nameplate	170.6 kW						
Inverter AC Nameplate	136.8 kW Load Ratio: 1.25						
Annual Production	181.3 MWh						
Performance Ratio	68.5%						
kWh/kWp	1,062.9						
Weather Dataset	TMY, 1243861_Pearl River, https://maps.nrel.gov/nsrdb-viewer/ (custom)						
Simulator Version	97cc3f45b2-d0f1ea52b5-cb31845808- 1a980e29f5						







7 Annual P	roduction						
	Description	Output	% Delta				
	Annual Global Horizontal Irradiance	1,494.3					
	POA Irradiance	1,551.1	3.8%				
Irradiance	Shaded Irradiance	1,298.7	-16.3%				
(kWh/m²)	Irradiance after Reflection	1,258.1	-3.1%				
	Irradiance after Soiling	1,166.2	-7.3%				
	Total Collector Irradiance	1,166.2	0.0%				
	Nameplate	200,473.3					
	Output at Irradiance Levels	198,162.9	-1.2%				
	Output at Cell Temperature Derate	190,332.2	-4.0%				
_	Output After Mismatch	190,332.2	0.0%				
Energy (kWh)	Optimizer Output	187,727.5	-1.4%				
	Optimal DC Output	187,524.7	-0.1%				
	Constrained DC Output	186,916.2	-0.3%				
	Inverter Output	185,044.9	-1.0%				
	Energy to Grid	181,344.0	-2.0%				
Temperature M	letrics						
Avg. Operating Ambient Temp							
Avg. Operating Cell Temp							
Simulation Met	rics						
		Operating Hours	4286				
		Solved Hours	4286				



Condition Set													
Description	S5_JA	S5_JAM60S10 320-340/MR											
Weather Dataset	TMY, 1243861_Pearl River, https://maps.nrel.gov/nsrdb-viewer/ (custom)												
Solar Angle Location	Mete	Meteo Lat/Lng											
Transposition Model	Pere:	z Mod	el										
Horizon Profile	Mon	tvale_d	dtmh_	41.041	74.0	31.hc	r						
Temperature Model	– – – Diffusion Model												
	Rack	Туре					U <sub>const</sub>			U <sub>wind</sub>	i		
Temperature Model Parameters	Fixed Tilt 20						0						
	Flush Mount					20			0				
	East-West					20			0				
	Carport 20 0												
Soiling (%)	J	F	M	Α	М	J	J	Α	S	0	N	D	
	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3	
Irradiation Variance	1%												
Cell Temperature Spread	4° C												
Module Binning Range	0% to	o 1.47º	%										
AC System Derate	2.009	%											
Module Characterizations	Module Uploaded Characterization					1							
		50S10 olar)	-330/	MR (10	00V)	Fo La	lsom bs		ec She aracte		n, PAN	ı	
Component Characterizations	Devi	ce		Upload	ed By			Chara	cteriza	ition			

☐ Components								
Component	Name	Count						
Inverters	SE11400H-US (SolarEdge)	12 (136.8 kW)						
Strings	10 AWG (Copper)	35 (2,998.3 ft)						
Optimizers	P400 (SolarEdge)	517 (206.8 kW)						
Module	JA Solar, JAM60S10 -330/MR (1000V) (330W)	517 (170.6 kW)						

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

<b>Ⅲ</b> Field Segments										
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power	
RB01	Fixed Tilt	Landscape (Horizontal)	10°	199°	1.3 ft	1x1	202	202	66.7 kW	
CN01	Fixed Tilt	Landscape (Horizontal)	2°	109°	0.1 ft	1x1	30	30	9.90 kW	
CN02	Fixed Tilt	Landscape (Horizontal)	2°	109°	0.1 ft	1x1	80	80	26.4 kW	
CN03	Fixed Tilt	Landscape (Horizontal)	2°	109°	0.1 ft	1x1	140	140	46.2 kW	
CN04	Fixed Tilt	Landscape (Horizontal)	2°	199°	0.1 ft	1x1	65	65	21.5 kW	





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

- 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

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

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

### **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]

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

The Michaels Organization
Don Miller
Don Miller Executive Vice President
2/4/2021
Date

### **SUNRUN**

**HOST** 

Docusigned by:

Daniel Saviteer

Daniel Saviteer

Manager, Multifamily

2/4/2021

Date

## EXHIBIT 1

## LIST OF TARGET PROPERTIES

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ 08401 Atla		Atlantic
Salem Towers	98 High Street	City of Orange	ge NJ 07050 Es		Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	J 07305 Huds	
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 Merce	
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 NJ York		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	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.
- 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

- 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

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

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

### **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]

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

The Michaels Organization
Don Miller
Don Miller Executive Vice President
2/4/2021
Date

### **SUNRUN**

**HOST** 

Docusigned by:

Daniel Saviteer

Daniel Saviteer

Manager, Multifamily

2/4/2021

Date

## EXHIBIT 1

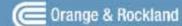
## LIST OF TARGET PROPERTIES

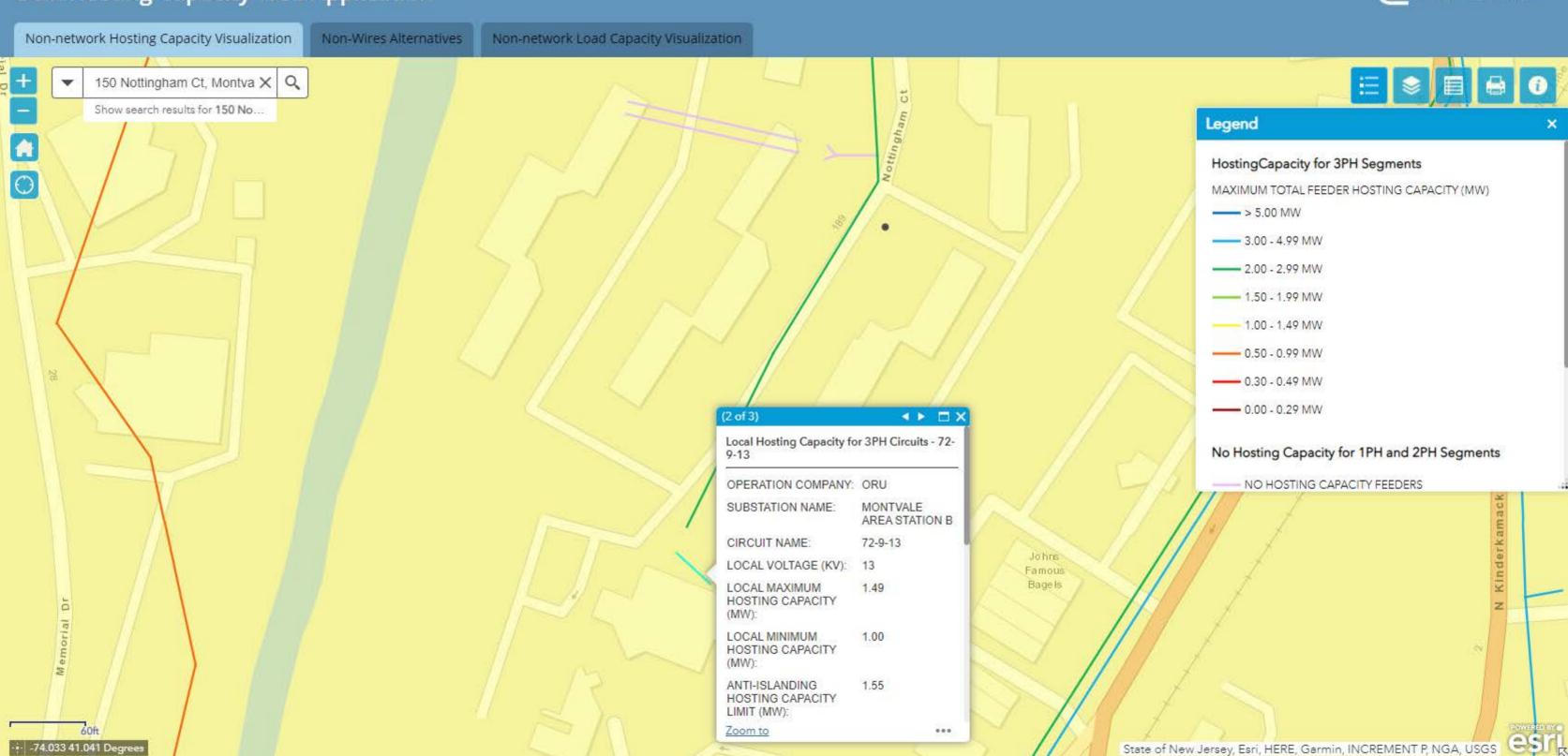
Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ 08401 Atla		Atlantic
Salem Towers	98 High Street	City of Orange	ge NJ 07050 Es		Essex
Ocean Pointe Elderly	460 Ocean Avenue	Jersey City	NJ	J 07305 Huds	
Catherine Todd	547 Montgomery St.	Jersey City	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 Merce	
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 NJ York		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	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

Hosting Capacity Map

# O&R Hosting Capacity Web Application





Project Costs Spreadsheet

<b>Estimated</b>	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
		0.496
		0.407
Materials	Inverter + Monitoring	0.487
	Modules	0.480
	Wire	0.011
	BOS	0.015
	Carport Lighting	0.005
	PV Racking	0.200 1.198
		1.190
Other	Commissioning	0.005
	Equipment Rental	0.010
	Subcontractor OHP	0.186
		0.201
Total Direc	t Costs	1.895
OHP (@ 1	5% Margin)	0.334
. —	- /	2.229
Total EPC price w/o tax Total EPC price w/ tax		
TOTAL EPG	price w/ tax	2.429
Total Proje	ect Cost (\$/w)	\$2.43

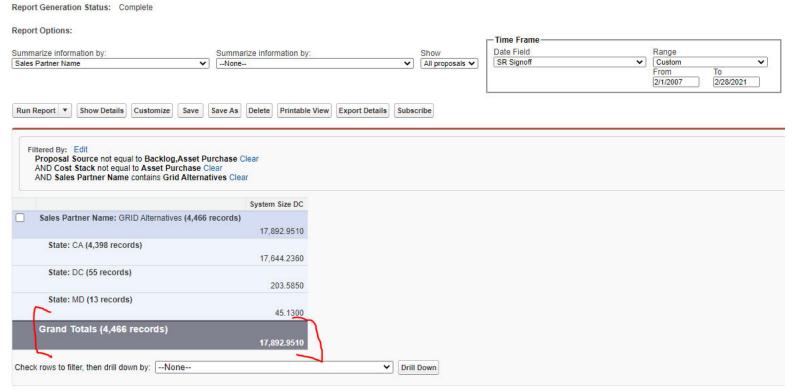
Proof of Experience Serving the LMI Community and LMI Residents

## 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



Letter of Support from Workforce Development Partner



Board of Directors

Sara Queen Chair

Ellen Witzling Roff

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 Govern 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

Max Levitzke

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

Host

#### 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.

Signature:
Name: Don Miller
Date: February 4 <sup>th</sup> , 2021
Signed and sworn to me before this $4^{\text{th}}$ day of February, 2021
DocuSigned by:  CEBDF66AF587445
Signature
Theresa Rogers
Name

# Schedule 1 List of Properties

Project Name	Address	City	State	Zip	County
Townhouse Terrace East I	837 N New York Ave	Atlantic City	NJ	08401	
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
Woodward Terrace	148 Bramhall Avenue	Jersey City	NJ	07304	Hudson
Vineland Gardens	775 S. 6th Street	Vineland	NJ	08360	Cumberland
Walnut Manor	794 E. Walnut Road	Vineland	NJ	08360	Cumberland
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

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

- 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

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

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

## **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]

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

The Michaels Organization
Don Miller
Don Miller Executive Vice President
2/4/2021
Date

## **SUNRUN**

**HOST** 

Docusigned by:

Laniel Saviteer

3A2E163E0A594D7

Daniel Saviteer

Manager, Multifamily

2/4/2021

Date

# EXHIBIT 1

# LIST OF TARGET PROPERTIES

Project Name	Address	City	State	Zip	County
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

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

#### **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

NICOLAS A BOSILICA

Date: February 5th, 2021

Signed and sworn to me before this 5th day of February, 2021

Signature

Name

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

Schedule 1

# **List of Properties**

Project Name	Address	City	State	Zip	County
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	Cumberlan
	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