

Section B: Community Solar Energy Project Description

Project Name: _____

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

I. Applicant Contact Information

Applicant Company/Entity Name: _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Applicant Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

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

II. Community Solar Project Owner

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

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

III. Community Solar Developer

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

Developer Company Name (optional, complete if applicable): _____

First Name: _____ Last Name: _____

Daytime Phone: _____ Email: _____

Mailing Address: _____

Municipality: _____ County: _____ Zip Code: _____

The proposed community solar project will be primarily built by:

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

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

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

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

IV. Property/Site Owner Information

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

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

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

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

VI. Proposed Community Solar Facility Characteristics

Community Solar Facility Size (as denominated on the PV panels): _____ MWdc
 *Any application for a system larger than 5 MWdc will be automatically eliminated. If awarded, projects will be held to the MWdc size indicated in this Application.

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

Property Block and Lot Number(s): _____

Community Solar Site Coordinates: _____ Longitude _____ Latitude

Total Acreage of Property Block and Lots: _____ acres

Total Acreage of Community Solar Facility: _____ acres

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

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

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

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

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

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

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

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

VII. Community Solar Facility Siting

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

*More information about Economic Opportunity Zones are available at the following link: https://www.state.nj.us/dca/divisions/lps/opp_zones.html.

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

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

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

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

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

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

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

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



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

If “Yes,” explain the modification below.

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



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

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

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

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

VIII. Permits

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

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

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

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

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

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

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

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

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



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

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

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

| Permit Name & Description | Permitting Agency/Entity | Date Permit Applied for (if applicable) / Date Permit Received (if applicable) |
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- 5. The Applicant has consulted the hosting capacity map of the relevant EDC via the EDC’s website (links are available on the NJCEP website) and determined that, based on the capacity hosting map as published at the date of submission of the Application, there is sufficient capacity available at the proposed location to build the proposed community solar facility Yes No

If “Yes,” include a screenshot of the capacity hosting map at the proposed location, showing the available capacity.

If the hosting capacity map shows insufficient capacity, the Application will not be considered by the Board, unless the Applicant provides: 1) a letter from the relevant EDC indicating that the hosting capacity map is incorrect in that location, or 2) an assessment from the relevant EDC of the cost of the interconnection upgrade that would be required to enable the interconnection of the proposed system, and a commitment from the Applicant to pay those upgrade costs if the project were to be selected by the Board.

Exception: Projects located in PSE&G service territory for which the hosting capacity map shows insufficient capacity available at the planned location may be eligible for a waiver of this requirement. If this application is seeking to exercise this waiver, please check “Yes” below and attach the waiver requirements as described in the Board’s Order: <https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-%20ORDER%20PSEG%20Interconnection.pdf>.

This project is exercising the PSE&G hosting capacity map waiver: Yes No



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

IX. Community Solar Subscriptions and Subscribers

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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



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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

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

If "Yes," the proposed savings represent:

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

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

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

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

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

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

Company/Entity Name: _____ Contact Name: _____

Daytime Phone: _____ Email: _____

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

X. Community Engagement

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

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

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

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

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

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

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

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

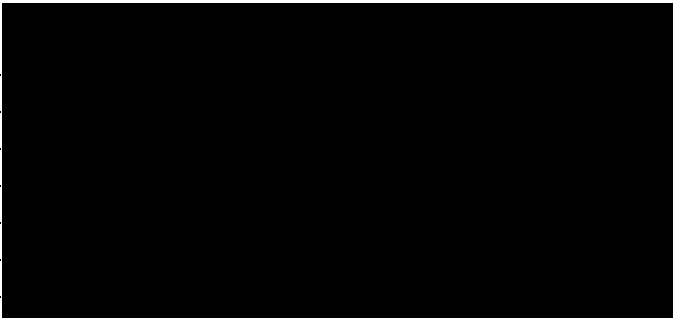
XI. Project Cost

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

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

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

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



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

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



XII. Other Benefits

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

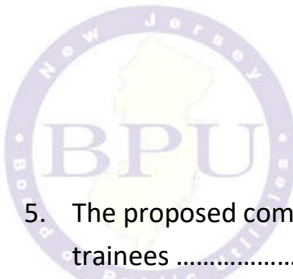
*Community solar credits will only be provided to community solar generation; credits will not be provided to energy discharged to the grid from a storage facility (i.e. no "double counting").

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



3. The proposed community solar facility will provide energy audits and/or energy efficiency improvements to subscribers..... Yes No
 If "Yes," please provide additional details:

4. The proposed community solar project will create temporary or permanent jobs in New Jersey Yes No
 If "Yes," estimated number of temporary jobs created in New Jersey: _____
 If "Yes," estimated number of permanent jobs created in New Jersey: _____
 If "Yes," explain what these jobs are:



5. The proposed community solar project will provide job training opportunities for local solar trainees Yes No
 If "Yes," will the job training be provided through a registered apprenticeship? Yes No
 If "Yes," identify the entity or entities through which job training is or will be organized (e.g. New Jersey GAINS program, partnership with local school):

XIII. Special Authorizations and Exemptions

1. Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)? Yes No
 If "Yes," please explain why the co-location can be approved by the Board, consistent with the provisions at N.J.A.C. 14:8-9

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

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

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

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



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

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

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

If "Yes," the municipality name is: _____

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

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

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

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

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

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

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

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

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

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





Section C: Certifications

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

Applicant Certification

The undersigned warrants, certifies, and represents that:

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

Signature: [Handwritten Signature] Date: 02-03-2021

Print Name: BRYAN FITZGERALD
 Title: DIRECTOR OF DEVELOPMENT Company: VCP, LLC D/B/A VEROGY

Signed and sworn to before me on this 3rd day of February, 2021

[Handwritten Signature]
 Signature
Jenna Behan
 Name

JENNA BEHAN
 NOTARY PUBLIC - CT 180881
 My Commission Expires Mar. 31, 2026





Project Developer Certification

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

The undersigned warrants, certifies, and represents that:

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

Signature: Date: 02-03-2021

Print Name: BRYAN FITZGERALD
 Title: DIRECTOR OF DEVELOPMENT Company: VCP, LLC D/B/A/VEROGY

Signed and sworn to before me on this 3rd day of February, 2021

Signature:
 Name: Jenna Behan

JENNA BEHAN
 NOTARY PUBLIC - CT 180881
 My Commission Expires Mar. 31, 2026





Property Owner Certification

The undersigned warrants, certifies, and represents that:


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

Signature: Greg A. Preston Date: 2-3-21

Print Name: Greg A. Preston
Title: owner Company: Preston Property LLC

Signed and sworn to before me on this 03 day of Feb, 2021

B.V. Patel
Signature
BHAVINKUMAR PATEL
Name

 BHAVIN KUMAR PATEL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG111512
Expires 6/5/2021



Project Owner Certification

The undersigned warrants, certifies, and represents that:

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

Signature: 


Date: February 3, 2021

Print Name: Brian Smith

Title: Authorized Person

Company: Millstone Solar One, LLC

Signed and sworn to before me on this 3rd day of February, 2021



Signature

Jenna Behan

Name

JENNA BEHAN
 NOTARY PUBLIC - CT 180881
 My Commission Expires Mar. 31, 2026



Section D: Appendix

Appendix A: Product Offering Questionnaire

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

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

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

This Product Offering applies to:

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

1. Community Solar Subscription Type (examples: kilowatt hours per year, kilowatt size, percentage of community solar facility's nameplate capacity, percentage of subscriber's historical usage, percentage of subscriber's actual usage): _____

2. Community Solar Subscription Price: (check all that apply)
 - Fixed price per month
 - Variable price per month, variation based on: _____
 - The subscription price has an escalator of _____ % every _____ (interval)

3. Contract term (length): _____ months, or _____ years OR month-to-month

4. Fees
 - Sign-up fee: _____
 - Early Termination or Cancellation fees: _____
 - Other fee(s) and frequency: _____

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

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

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

6. Special conditions or considerations:



Appendix B: Required Attachments Checklist

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

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

| 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 the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP). | p. 12 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (*) If the project is located, in part or in whole, on an area of historic fill: copy of the Response Action Outcome (issued by the LSRP) or the No Further Action letter (issued by DEP). | p. 12 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Substantiating evidence that the proposed community solar facility has been specifically designed or planned to preserve or enhance the site (e.g. landscaping, site and enhancements, pollination support, etc.). | p. 14 | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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



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



Appendix C: Evaluation Criteria

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

| Evaluation Criteria | Max. Points (total possible points: 100) |
|---|---|
| <p>Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project</p> | 25 |
| <p>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. <i>The siting criteria for floating solar located at sand and gravel pits that have little to no established floral and faunal resources has been moved from “medium preference” to “higher preference” per a Board Order dated January 7, 2021.</i> **Note: bonus points will only be available for projects in the “higher” or “medium” preference siting categories. Projects in the “No Points” siting categories are not eligible for bonus points.</p> | <p>20</p> <p>Max. possible bonus points: 3</p> <p>Max. possible bonus points: 2</p> |

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



Millstone Solar One

**New Jersey Community Solar Pilot Program Year Two
Application**

**Applicant: VCP, LLC dba Verogy
150 Trumbull Street, 4th Floor
Hartford, CT 06103**

**Contact: Bryan Fitzgerald
Director of Development
203.257.3375**

bfitzgerald@verogy.com

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EXHIBIT A. CONFIDENTIALITY DISCLOSURE

VCP, LLC D/B/A VEROGY COMMUNITY SOLAR APPLICATION FOR MILLSTONE SOLAR ONE, LLC

This proposal provided by Verogy includes certain trade secret and sensitive commercial and financial information which is confidential information and subject to protection from disclosure, pursuant to N.J.A.C. 14:1-12.1 et seq. We would like to keep this information CONFIDENTIAL and please let this serve as notice that this application and response contains confidential information.

The commercial and financial information provided within our application response, including proprietary information from third parties that are subject to confidentiality restrictions, is confidential. Our response to this solicitation is elective at our discretion and is not required by statute.

Our trade secret information consists of the following: designs and drawings for solar photovoltaic (PV) installations; customer lists; methods, techniques and processes for solar project development, construction, operation and maintenance; cost data and pricing information; and proprietary information from third parties that are subject to confidentiality restrictions.

These trade secrets derive independent economic value for Verogy from not being generally known to, and not being readily ascertainable by, the public or other parties who would obtain economic value from having access to our trade secret information. These trade secrets, if disclosed, would dramatically impact our market negotiating power, would allow competitors to gain insight into our project development designs, methods and processes, and would evidence our pricing information and cost data, all of which would harm the independent economic value of such information to our company.

In order to maintain the secrecy of any of our trade secret information or sensitive commercial or financial information, we ensure that, prior to sharing any such information with any third parties, we execute a confidentiality and nondisclosure agreement with provisions that obligate third parties with whom we will share information to maintain the confidentiality of such information and not disclose or permit the disclosure of any such information to any other third parties.

In addition, our project application is being submitted in response to the solicitation, which is a request for proposals or solicitation issued by a public or quasi-public entity. Our proposals should be afforded confidential treatment and not be disclosed to outside parties at least until such time as projects have been awarded or approval of the awards have been approved by the New Jersey Board of Public Utilities, all pursuant to N.J.A.C. 14:1-12.1 et seq.

I hereby certify, on behalf of VCP, LLC d/b/a Verogy, that I have personal knowledge of the confidential information and the claims made above, and certify as to the truth and accuracy of the foregoing statements.


Signature: 
Name: Brian Smith
Title: Member
Date: February 4, 2021

EXHIBIT B. COMPANY OVERVIEW

Verogy is a full-service solar developer established in late 2017 and based locally in downtown Hartford. The executive team has over 50 years of aggregate experience in the solar industry. Verogy was founded by the key members of the management team of another Connecticut commercial and industrial (C&I) solar developer. After leading the former owners of their previous company through a successful merger, the founders of Verogy set out to provide C&I clients better renewable energy offerings through a new platform.

The executive team of Verogy has experience developing, financing and constructing approximately 350 C&I installations across the country. This includes installations for various municipalities, schools and universities, corporate clients, and utility companies. The installation sizes have ranged from 30 kW DC to greater than 5 MW DC. Given some substantial awards from large corporate clients, the executive team of Verogy has experience managing over 150 solar projects across multiple states simultaneously. Verogy currently has over 50 MW of solar projects in active development stages (both projects in-construction and projects in engineering/permitting), with an additional 60 MW in earlier stages of development.

To provide Verogy with the initial capital required to activate the executive team's strategy, Verogy raised \$5MM through the sale of a minority equity stake in the company to Stonehenge Capital Company (Stonehenge). Stonehenge is a nationally recognized specialty finance company with expertise in private equity, tax credit finance, and structured finance – a perfect fit for Verogy's growth ambitions.

Verogy is structured in a way that allows us to be strategic, opportunistic, and creative in providing solutions for our clients. This includes diversifying our product pool to fit the unique needs of each individual client, whether it be on-site offerings (rooftop, ground-mount and carport/canopy), off-site offerings through virtual or direct PPAs, net metering credit arrangements, and community solar, or alternative technological solutions like battery storage. Our team's unique and full-service expertise allows us to have an extremely cost-effective platform. This translates to ultra-competitive pricing on our solar energy solutions, while not sacrificing quality. It is our goal to provide the best possible development and relationship experience to our clients, and we do this through hands on personalized service.

| | |
|---------------------|--|
| Full Entity Name | VCP, LLC d/b/a Verogy (and affiliates) |
| Organization | Connecticut limited liability company |
| Year Founded | 2017 |
| Office Address | 150 Trumbull Street, 4th Floor, Hartford, CT 06103 |
| Phone Number | (860) 288-7215 |
| Website | www.verogy.com |
| Number of Employees | 17 |
| Founding Team | <p>William Herchel Chief Executive Officer wherchel@verogy.com</p> <p>Bryan Fitzgerald Director of Development bfitzgerald@verogy.com</p> <p>Steven DeNino Chief Operating Officer sdenino@verogy.com</p> <p>Alex Figueroa Chief Financial Officer alex@verogy.com</p> <p>Brian Smith Chief Legal Officer bsmith@verogy.com</p> <p>Steven Gianotti Chief Accounting Officer sgianotti@verogy.com</p> |

EXHIBIT C. FEATURED PROJECTS



TORRINGTON SOLAR ONE PUSHES STATE TOWARD ENERGY GOAL

Torrington Solar One is a 1.98 megawatt AC solar farm located in Torrington, Connecticut. As a Class I Renewable Energy Source, it will help support the goals set forth in Gov. Lamont's Executive Order No. 3 to be 100% carbon neutral for the electricity sector by 2040. This project received approval from the Connecticut Siting Council in August, 2020. Torrington Solar One was developed and constructed by Verogy in partnership with NextEra Energy Resources.

3,976 mWh

Year 1 Production

2.78 MW DC

Total System Size

7,050

Total Panel Count



Year 1 production eliminates CO2 emissions produced by 6,686,177 cars each year.

About Verogy

Verogy is a Hartford-based solar developer focused on commercial, industrial and small utility scale projects. Built on 50+ years of combined industry experience, the professionals at Verogy have developed, financed and constructed hundreds of solar projects across the United States.

For more information, visit www.verogy.com/torrington-solar-one

VEROGY



King Philip Middle School Covers Roof with Solar Panels

The Town of West Hartford completed their second solar project with Hartford based solar developer, Verogy. This 527 kW array is located on the roof of King Philip Middle School. Under a Power Purchase Agreement (PPA), the Town will purchase the electricity generated by the system for the next 20 years at a fixed rate.

“Recent increases in our utility costs make it even more important that we take control of our energy expenses. Partnering with Verogy again is helping West Hartford save money and support clean, renewable locally-generated energy; it’s a real win-win.”

CATHERINE DIVINEY
WEST HARTFORD ENERGY SPECIALIST

592,279 kWh

Year 1 Production

527 kW DC

Total System Size

TOTAL TERM SAVINGS FOR THE
TOWN OF WEST HARTFORD

>\$250,000



Year 1 production eliminates CO₂ emissions produced by 47,121 gallons of gasoline.

About West Hartford

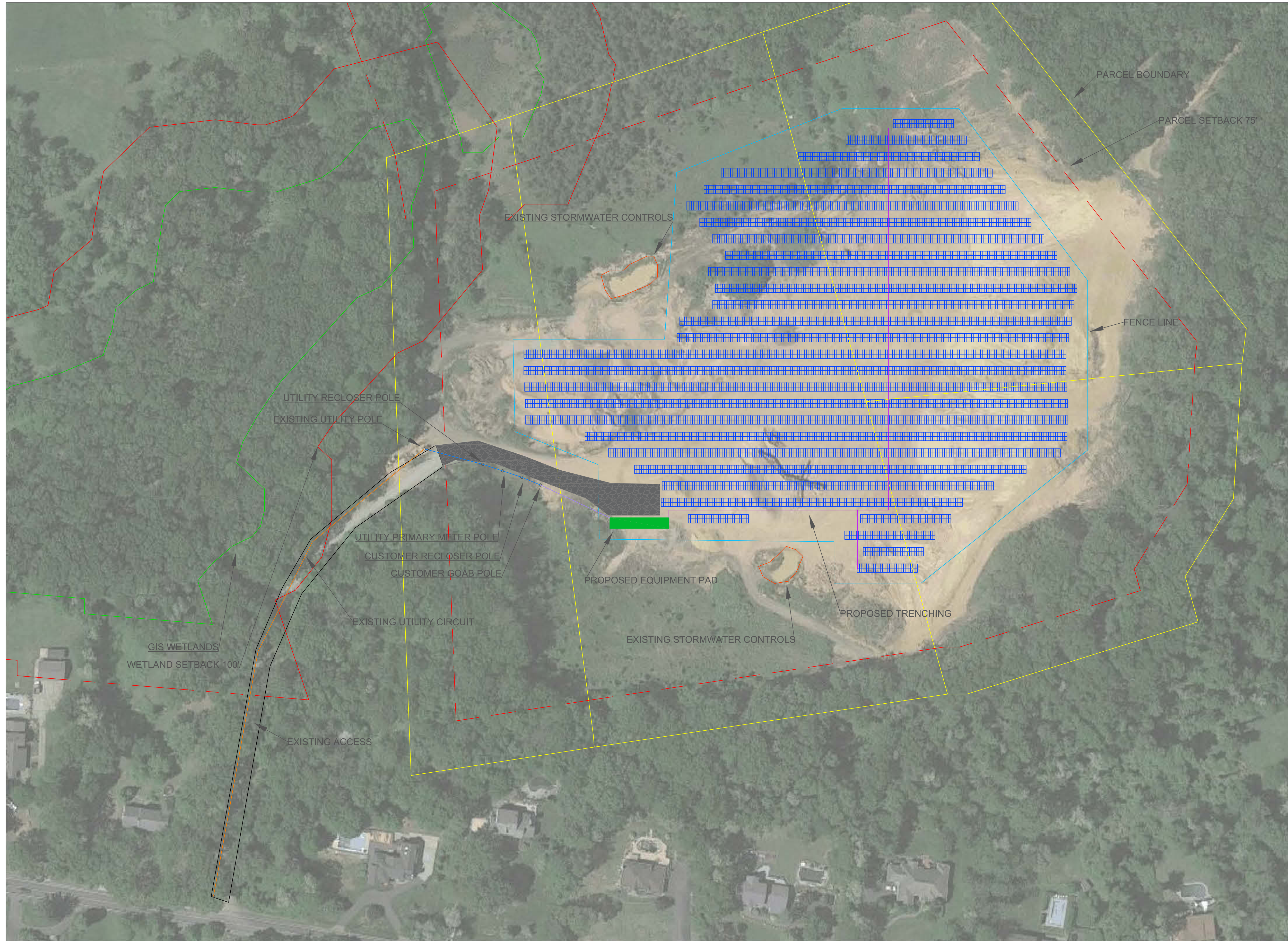
West Hartford is a municipality located in central Connecticut, neighboring the City of Hartford, the state capital. The Town Hall is the 13th solar project completed by the town.

About Verogy

The experts at Verogy have been developing, financing, installing, and operating commercial and utility scale solar projects since 2011.

VEROGY

EXHIBIT D. DELINEATED MAPS & PROJECT SITE PLAN



| General Notes | |
|-----------------------|-------------|
| SYSTEM SPECIFICATIONS | |
| DC SYSTEM SIZE | 3,477.76 kW |
| AC SYSTEM SIZE | 2,750.00 kW |
| MODULE QUANTITY | 7,904 |
| MODULE POWER | 440 W |
| TILT | 25° |
| AZIMUTH | 180° |
| NOTES | |

PARCEL ACRES: ±25.14AC
 ARRAY AREA: ±9.49AC
 BLOCK#: 27
 LOT#: 16.04, 16.05, 16.06, 16.07
 ZONE: RU-P
 STATE PLANE COORDINATES:
 2900 - NEW JERSEY
 157164.931mE ; 154510.678mN
 515631.944ftUSE ; 506923.783ftUSN

| LEGEND | |
|----------------------------|--|
| PARCEL BOUNDARY | |
| PARCEL SETBACK | |
| WETLANDS | |
| WETLAND REVIEW AREA (100') | |
| FENCE | |
| TRENCH | |

PARCEL BOUNDARIES AND FEATURES OVERLAYED FROM NJ-GEOWEB GIS

| No. | Revision/Issue | Date |
|-----|----------------|------|
| | | |

Firm Name and Address

VEROGY
 150 TRUMBULL STREET
 HARTFORD, CT 06103

Project Name and Address

MILLSTONE SOLAR ONE
 N SWEETSMANS LANE
 MILLSTONE TOWNSHIP
 40.2251088916, -74.4158099739

| | | | |
|----------|---------------------|-------|------|
| Project | MILLSTONE SOLAR ONE | Sheet | CP-1 |
| Date | 02/05/2021 | | |
| Drawn By | KP | | |

CP-1 **MILLSTONE SOLAR ONE**
 SCALE: NO SCALE



PROJECT ARRAY AREA
APPROX 9.49 AC

PARCEL AREA 25.14 AC

CP-2

MILLSTONE SOLAR ONE

SCALE: NO SCALE

General Notes

SYSTEM SPECIFICATIONS

| | |
|-----------------|-------------|
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LEGEND

| | |
|-----------------|---|
| PARCEL BOUNDARY |  |
|-----------------|---|

PARCEL BOUNDARIES AND FEATURES
OVERLAYED FROM NJ-GEOWEB GIS

| No. | Revision/Issue | Date |
|-----|----------------|------|
| | | |

Firm Name and Address

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Project Name and Address

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 N SWEETSMANS LANE
 MILLSTONE TOWNSHIP
 40.2251088916, -74.4158099739

Project
MILLSTONE SOLAR ONE

Date
02/05/2021

Drawn By
KP

Sheet

CP-2



General Notes

SYSTEM SPECIFICATIONS

| | |
|-----------------|-------------|
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LEGEND

| | |
|-----------------|---|
| PARCEL BOUNDARY |  |
|-----------------|---|

PARCEL BOUNDARIES AND FEATURES OVERLAYED FROM NJ-GEOWEB GIS

| No. | Revision/Issue | Date |
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Firm Name and Address

VEROGY
 150 TRUMBULL STREET
 HARTFORD, CT 06103

Project Name and Address

MILLSTONE SOLAR ONE
 N SWEETSMANS LANE
 MILLSTONE TOWNSHIP
 40.2251088916, -74.4158099739

Project

MILLSTONE SOLAR ONE

Date 02/05/2021

Drawn By KP

Sheet

CP-3

CP-3

MILLSTONE SOLAR ONE

SCALE: NO SCALE

EXHIBIT E. NJDEP PERMIT READINESS CHECKLIST

TO: Megan Brunatti and David Pepe
FROM: Bryan Fitzgerald, Verogy & Millstone Solar One

RE: NJDEP Permit Readiness Checklist Cover Letter and Description for Millstone Solar One

Ms. Brunatti & Mr Pepe,

Please find below and attached, the permit readiness checklist for Millstone Solar One. Millstone Solar One is a proposed community solar facility to be sited on a former mine (block 27, lot numbers: 16.04, 16.05, 16.06, 16.07) in Millstone Township located in Monmouth County New Jersey. There are four (4) parcels totaling approximately 25.14 acres, approximately 9.49 of those acres are to be used to site the proposed community solar facility. the entirety of the proposed community solar facility will be installed on the former mine that will be restored to final grades prior to installation.

The proposed solar facility will consist of 7,904 solar modules of approximately 440 watts each for a total installed capacity of 3,477.76 KW DC. Solar panels will be mounted on fixed tilt racking at an azimuth of 180 degrees and a 25-degree tilt. Rows will be spaced at lease 12 feet apart.

Attached you will find:

- a. One completed Permit Readiness Checklist (version September 2020).
- b. A description of the proposed project is provided above
- c. Overarching regulatory calls or guidance is not requested at this time
- d. USGS map attached
- e. Aerial photos regarding the site is attached
- f. Site map is attached, and includes call outs for any wetlands on site
- g. Site plan is attached
- h. Street maps calling out the location of the project can be viewed via the site plans
- i. No additional relevant information at this time
- j. The developer (Verogy) is starting to initiate the outreach to municipal officials at Millstone Township as well as officials at the Freehold Soil Conservation District in regard to the proposed projects Construction General Permit RFA and Soil Erosion and Sediment Control Act.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF PERMITTING & PROJECT NAVIGATION
PERMIT READINESS CHECKLIST

Completion of this form will assist the Department in determining what permits might be needed to authorize a project and to ensure that all appropriate programs attend a pre-application meeting. Please fill out the below form as completely as possible, noting any areas you are not sure of and including any information about the project and the site that might help the Department determine the permitting needs of the project.¹

1. Please complete the following questions if applicable and return to the Department with a **1 to 2-page narrative description of project, its function, and its benefits; as well as a site plan, maps, aerial photos, GIS shape files, etc.**

A. GENERAL INFORMATION

1. Name of Proposed Project Millstone Solar One, LLC
2. Consultant/Contact Information (if any) Not Applicable
3. Name/Address of Prospective Applicant Bryan Fitzgerald
Address/tel./fax 150 Trumbull St. 4th Floor, Hartford, CT 06103, 203.257.3375
Company Name VCP, LLC d/b/a Verogy
Address/tel./fax 150 Trumbull St. 4th Floor, Hartford, CT 06103, 203.257.3375

Does the applicant own the property? No

If the applicant is not the property owner, please provide contact information for the property owner and evidence of having property owner permission to use the property for the proposed project. The Applicant has permission to use the property through a real estate lease. A copy of the lease agreement is attached for reference. The contact information for the property owner is: Joe Preston email: jdp1241@aol.com. phone: 732 995 3229

4. Does the project have any existing NJDEP ID#s assigned? (i.e., Case number, Program Interest (PI)#, Program ID#) No If yes, please provide Not Applicable

B. PROPOSED PROJECT LOCATION

Street Address/munic. N. Sweetmans Lane, Millstone Township
County Monmouth Zip Code 08535
Block No. 27 Lot No. 16.04,16.05,16.06,16.07

¹ Please be advised that this form is not a permit application. To receive authorization, approval, or a permit to conduct regulated activities, a formal application must be filed, and a formal permit or authorization issued by the appropriate Bureau within the Department prior to the conduct of regulated activity. This form is used solely for the Department's preliminary review and discussion of this project to determine what permits or authorizations may be needed to conduct the proposed activity. Any guidance offered to the applicant during this process is not binding on the Department or the applicant and a final response can only be rendered through the actual issuance of permits, approvals, or authorizations.

X Coordinate in State Plane (project centroid) 515,631.944
Y Coordinate in State Plane (project centroid) 506,923.783

C. PROPOSED ACTIVITY DESCRIPTION AND SCHEDULE

1. Project Type: Ground Mounted Solar PV New Construction ___ Brownfield Redevelop. ___
Alternative Energy Ground Mounted Solar PV Other (Please describe) ___
 - a) Estimated Schedule: Date permits needed or desired by, beginning construction date; construction completion, and operation of facility date: Permits needed by 12/31/3021. Construction start by 1/1/2022, and facility operational date by 3/30/2022
 - b) Funding Source: Is any Federal Funding being used for this project? No
State Funding over 1 million dollars? No
Is funding secured at this time? Funding is committed Is funding conditional?
No If so, on what? N/A
 - c) Is the project contingent on receiving the identified funding? No
If yes, explain N/A
 - d) What DEP permits do you think you need for this project? (The Department will confirm this through the PRC process). NJDEP LOI, NJDEP Flood Hazard area Verification, NJDEP Environmental Review, Historic Preservation Review, Soil Erosion and Sediment Control
2. For additional guidance on Department permits, please refer to the New Jersey Department of Environmental Protection's website at <https://www.nj.gov/dep/>
 - a) Which Department(s), Bureau(s), and staff have you contacted regarding your proposed project? No Contact Initiated
 - b) Are there any Department permits that will need to be modified as a result of this project? Please explain and identify the project reviewer of the permit to be modified.
No
 - c) Please identify any pre-permit actions or modifications you have applied for or obtained from the Department or other state agencies for this project:
 - 1) Water Quality Management Plan Consistency None
 - 2) Highlands Consistency None
 - 3) Wetland Delineation (LOI) None
 - 4) Tidelands Conveyance None
 - 5) Flood Hazard Jurisdiction or determinations None
 - 6) Water Allocation None
 - 7) Site Remediation RAW, Remedial Action Permit – Soil and or Groundwater, NJPDES Discharge to Ground Water, NJPDES Discharge to Surface Water, No Further Action Response Action Outcome None
 - 8) Landfill Disruption Approval N/A
 - 9) Landfill Closure Plan N/A
 - 10) Other N/A
3. Please submit this Permit Readiness Checklist form, completed to the extent possible, electronically to Megan.Brunatti@dep.nj.gov and David.Pepe@dep.nj.gov and one (1) copy via mail² with the following items if available:

² Submit to New Jersey Department of Environmental Protection

- (a) The completed Permit Readiness Checklist;
- (b) A description of the proposed project;
- (c) Any overarching regulatory or policy call(s) or guidance that the Department must make or make known prior to the receipt of the application to determine the project's feasibility, regulatory, or review process.
- (d) USGS map(s) with the site of the proposed project site boundaries clearly delineated (including the title of the USGS quadrangle sheet from which it was taken)³;
- (e) Aerial photos/GIS information regarding the site;
- (f) A site map including any known environmental features (wetlands, streams, buffers, etc⁴);
- (g) Site plans to the extent available;
- (h) Street map indicating the location of the proposed project;
- (i) Any other information that you think may be helpful to the Department in reviewing this project.
- (j) List of any local or regional governments or entities, their historical involvement in this project or site, identification of conflicts with DEP rules; with contact names and information whose attendance/input would be helpful in facilitating this project, ie Soil Conservation Districts, health departments, local zoning officials, etc.

Please see cover letter and attachments

D. The following are questions designed to guide the Department in its determination of what permits may be needed to authorize this project. If the questions do not apply to the proposed project, please indicate N/A. Please include any other information you think may be helpful for the Department to determine which permits are needed.

NATURAL AND HISTORIC RESOURCES (609) 292-3541

Is any portion of the project site on land owned or administered by the NJDEP? No

If yes, please visit

https://www.nj.gov/dep/greenacres/pdf/Request_to_Use_NJDEP_Property_2019.pdf for information on initiating a request to use NJDEP property. The submission of a request to use NJDEP property is a prerequisite to the scheduling of a pre-application meeting.

Green Acres Program (609) 984-0631

<http://www.nj.gov/dep/greenacres>

Is any part of the project site on land that is subject to a Green Acres restriction? No If yes, please describe. Not Applicable

Does the project require the use of property funded with federal Land and Water Conservation Funding? No If yes, please describe. Not Applicable

Office of Permitting and Project Navigation
P.O. Box 420, Mail Code 07J
Trenton, New Jersey 08625
Street Location: 401 East State Street, 7th Floor
Telephone Number:(609) 292-3600

³ USGS maps may be purchased from NJDEP, Maps and Publications, P.O. Box 420, Trenton 08625-0420; (609) 777-1038

⁴ NJGIS information

Does the project include activities that are under the jurisdiction of the Watershed Property Review Board? No If yes, please describe. Not Applicable
Has the Watershed Property Review Board made a jurisdictional determination for the project site?
No

Office of Leases & Concessions: 609-633-7860

Is the temporary use of DEP lands administered by the Divisions of Parks & Forestry and/or Fish & Wildlife required for pre-construction, construction and/or post construction activities? No
If yes, please describe. Not Applicable

Division of Parks and Forestry: State Forestry Services (609) 292-2520

<http://www.nj.gov/dep/parksandforests/forest>

Forest clearing activities/No Net Loss Reforestation Act

Will construction of the project result in the clearing of ½ acres or more of forested lands owned or maintained by a State entity? No
If so, how many acres? Not Applicable

State Historic Preservation Office – SHPO (609) 984-0176

<https://www.nj.gov/dep/hpo/>

Is the site a Historic Site or district on or eligible for the State or National registry? No
Will there be impacts to buildings over 50 years old? No
Are there known or mapped archeological resources on the site? N/A at this time

Division of Fish and Wildlife (609) 292-2965

<http://www.nj.gov/dep/fgw>

Will there be any shut off or drawdown of a pond or a stream? No

Threatened and Endangered Species Program

Are there records of any Threatened and Endangered species, plant, or animal in this project area?
No

Will the proposed development affect any areas identified as habitat for Threatened or Endangered Species? No

DIVISION OF LAND RESOURCE PROTECTION (609) 777-0454

<http://www.nj.gov/dep/landuse>

Does the project involve development at or near, or impacts to the following; describe the type and extent of development in regard to location and impacts to regulated features:

Water courses (streams) No

State Open Waters? No

Freshwater Wetlands and/or freshwater wetland transition areas? Yes, Project area is greater than 100 feet from freshwater wetland area

Flood Hazard areas and/or riparian buffers No

Waterfront development areas No

Tidally Flowed Areas No

Bureau of Tidelands Management: No
http://www.nj.gov/dep/landuse/tl_main.html

The CAFRA Planning Area? No
<https://www.nj.gov/dep/gis/geoweb splash.htm>

SITE REMEDIATION & WASTE MANAGEMENT PROGRAM (609) 292-1250
<http://www.nj.gov/dep/srp/>

Site Remediation (609) 292-1251

Is the project located on or adjacent to a known or suspected contaminated site? No
<http://www.nj.gov/dep/srp/kcsnj/>

Is the project within a designated Brownfield Development Area? No
<http://www.nj.gov/dep/srp/brownfields/bda/index.html>

Has a No Further Action Letter or Response Action Outcome been issued for the entire project area? Not Applicable

Were any engineering or institutional controls implemented as part of a remedial action for discharges at the site? What is the status as to compliance with the biennial certification requirements and a remedial action permit, if applicable? Not Applicable

What is the current status of the remediation for other areas of concern for which a No Further Action Letter or a Response Action Outcome has not been issued? (Please include remedial phase, media affected, contaminant(s) of concern and whether the contamination is on or offsite.) Not Applicable

Name of current SRP Case Manager or Licensed Site Remediation Professional and Preferred Identification (PI) Number Not Applicable

Is the applicant a responsible party for discharges at the site? Not Applicable

Upon taking title to the site, would the applicant become either a responsible party for contamination at the site or a person responsible for conducting the remediation? Not Applicable

Has the remedial status of this site triggered Direct Oversight pursuant to N.J.S.A. 58:10C-27 and N.J.A.C. 7:26C-14, and if so, has the applicant complied or how does the applicant intend to comply? Not Applicable

Solid and Hazardous Waste Management (609) 633-1418

<http://www.nj.gov/dep/dshw/>

Does the project receive, utilize, or transport solid or hazardous wastes? No

Will the project involve the disposing of hazardous Substances per 40 CFR part 261 and NJAC 7:26?
No

Will the project include operation of a solid waste facility according to N.J.A.C. 7:26-1-et seq.? No

Is the project a solid waste facility or recycling center? No

Is the project included in the appropriate county Solid Waste Management Plan? Not Applicable
Explain Not Applicable

Is the project located on a landfill that will be redeveloped for human occupancy? Not Applicable
 If yes, is there an approved Landfill Closure Plan?

WATER RESOURCE MANAGEMENT (609) 292-4543

DIVISION OF WATER QUALITY (609) 292-4396

Surface Water Permitting (609) 292-4860

<http://www.nj.gov/dep/dwq/swp.htm>

Will this wastewater facility discharge to Surface Water? Not Applicable Yes/No No
If yes, state the name of the proposed receiving stream Not Applicable

Describe the proposed discharge of wastewater to Surface Water None

If no, how is the wastewater proposed to be discharged (e.g., to be conveyed to another STP, Publicly Owned Treatment Works, etc. Propsoed project does not generate wastewater

Non-Point Pollution Control (609) 633-7021

http://www.nj.gov/dep/dwq/bnpc_home.htm

The Bureau of Non-Point Pollution Control (BNPC) is responsible for protecting and preserving the state's groundwater resources through the issuance of NJPDES Discharge to Groundwater Permits and is responsible for permitting industrial facilities and municipalities under NJPDES for discharges of stormwater to waters of the State. This Program does not issue NJPDES-DGW permits for remediation operations.

Groundwater Discharge

1. Will the project/facility have a sanitary wastewater design flow which discharges to groundwater in excess of 2,000 gallons per day? No
2. Will the project/facility generate a discharge to groundwater of industrial wastewater in any quantity? No
3. Will the project/facility involve the discharge to groundwater by any of the following activities or structures, or include as part of the design any of these activities or structures? No

Please indicate which:

Upland CDF (Dredge Spoils) Spray Irrigation No
Overland Flow Subsurface Disposal System (UIC) No
Landfill Infiltration/Percolation Lagoon No
Surface Impoundment No

Please specify the source of wastewater for every structure identified above (e.g., sanitary wastewater to a subsurface disposal system or non-contact cooling water to a dry well): Not Applicable

Please specify lining materials for each lined structure identified as being used by the proposed project and give its permeability in cm/sec (e.g., 8-inch thick concrete lined evaporation pond at 10⁻⁷ cm/sec): Not Applicable

Does your project/facility include an individual subsurface sewage disposal system design for a facility with a design flow less than 2,000 gallons per day which does not strictly conform to the State's standards? Not Applicable

Does your project involve 50 or more realty improvements? Not Applicable

Stormwater Program (609) 633-7021

<http://www.njstormwater.org/>

https://www.nj.gov/dep/dwq/ispp_home.html

Will your site activity disturb more than one acre? Yes

Will any industrial activity be conducted at the site where material is exposed to the rain or other elements? No

Does your facility have an existing NJPDES permit for discharge of stormwater to surface groundwater? no

Is your facility assigned one of the following Standard Industrial Classification (SIC) Codes? No
(To determine your SIC Code, see the box "Industry Code" on your New Jersey Department of Labor Quarterly Contribution Report.)

Pretreatment and Residuals program (609) 984-

<https://www.nj.gov/dep/dwq/bpr.htm>

Will the project involve the discharge of industrial/commercial wastewater to a publicly owned treatment works (POTW)? No

If yes, name of POTW: Not Applicable

Volume of wastewater (gpd): Not Applicable

Will/does this project involve the generation, processing, storage, transfer and/or distribution of industrial or domestic residuals (including sewage sludge, potable water treatment residuals and food processing by-products) generated as a result of wastewater treatment. No If so, please explain. Not Applicable

Safe Drinking Water Program (609) 292-2957

<http://www.nj.gov/dep/watersupply/>

Is the project located within an existing water purveyor service area? If yes, which one? No

Does the purveyor have adequate firm capacity and allocation to support project demand? See <https://www.state.nj.us/dep/watersupply/pws.html> for details of the water system capacity. Not Applicable

Do water pipes currently extend to the project location? Not Applicable

If not, is it located within a franchise area? Not Applicable

Does the project have an approved Safe Drinking Water main extension permit? No If so, what is the permit number? Not Applicable

Does the water purveyor hold a Safe Drinking Water Main Master Permit? No

Will the project affect any land or water controlled by a Water Supply Authority or water purveyor in New Jersey? If so, please identify and explain. No

Water Allocation Program (609) 984-6831

<http://www.nj.gov/dep/watersupply>

Is the project seeking a new ground water allocation or modification? If yes, does the project have all necessary well location and safe drinking water permits? No

Is the project located within an area of critical water supply concern? No

Will this project have the capability to divert more than 100,000 gallons per day from a single source or a combination of surface or groundwater sources? No

Will this project draw more than 100,000 gallons per day of ground or surface water for construction or operation? No

New Jersey Geological and Water Survey (609) 984-6587

<https://www.nj.gov/dep/njgs/>

Will the project involve the following;

development of a new water supply source? No

require aquifer testing? No

involve an existing or abandoned mine? No

involve geothermal or offshore energy? No

involve subsurface sequestration in geological formations? No

acid soils at the project site? No

geologic hazards of concern at the project site? No

within a karst area? No

adversely affect groundwater recharge? No

cross any steep slopes? No

Bureau of Environmental Analysis, Restoration and Standards (609) 633-1441
Water Quality Management Planning Program

Based on the information provided under the Division of Water Quality section:

1. Does the project involve a new, expanded or relocated wastewater treatment facility not identified in the applicable Water Quality Management (WQM) Plan? No
2. For projects conveying wastewater to an on-site or off-site wastewater treatment facility or treatment works, is any portion of the project site located outside the sewer service area? Not Applicable
3. For projects located within an assigned sewer service area, will any wastewater flow generated from the project site be conveyed to a facility other than the assigned facility? Not Applicable

If the answer to any of the questions above is yes, the project is inconsistent with the applicable WQM Plan and a WQM Plan amendment may be required before any DEP permits can be issued.

AIR QUALITY, ENERGY & SUSTAINABILITY (609) 984-1484

DIVISION OF AIR QUALITY (609) 633-2829

<https://www.nj.gov/dep/daq/>

Will activity at the site release substances into the air? No

Does the project require Air Preconstruction permits per N.J.A.C. 7.27-8.2(c)? No

Will your project require Air Operating permits (N.J.A.C. 7:27--22.1)? No

Will the project result in a significant increase in emissions of any air contaminant for which the area is nonattainment with the national ambient air quality standards (all of NJ for VOC and NOx; 13 counties for fine particulates), thereby triggering the Emission Offset Rule at NJAC7:27-18? No

Will the project emit hazardous air pollutants and/or toxic substances above reporting thresholds listed in NJAC7:27-17?

No

Will the project result in stationary diesel engines (such as generators or pumps) or mobile diesel engines (such as bulldozers and forklifts) operating on the site? If so, which?

Mobile Diesel engines temporarily during construction only.

Will the project have potential for off-site odors and/or dust impact? Not during operation

Air Quality Planning (609) 292-6722

<https://www.state.nj.us/dep/baqp/>

All counties in New Jersey are in nonattainment for the United States Environmental Protection Agency's (USEPA's) 2008 and 2015 ozone National Ambient Air Quality Standards (NAAQS). Thirteen counties (Bergen, Essex, Hudson, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset and Union) in New Jersey are in maintenance for the USEPA's 2006 fine particulate matter (PM2.5) NAAQS. The USEPA promulgated the federal General Conformity regulation (40 CFR 93, Subpart B), which was established under the Clean Air Act (Section 176 (c)(4)), to ensure that actions taken by federal agencies do not interfere with a state's plans to attainment/maintain the NAAQS. If you answer "yes" to any of the questions below, the project (or a portion of the project) may require a General Conformity Applicability

Analysis and possibly a General Conformity Determination. For more information, please see the USEPA's General Conformity website at: <https://www.epa.gov/general-conformity>

Is there a "lead" federal agency for this project? No
Does this project receive federal support or financial assistance? No
Does this project require a federal approval, license or permit? No

DIVISION OF CLIMATE, CLEAN ENERGY & RADIATION PROTECTION (609) 633-7964

<https://www.nj.gov/dep/dess/index.html>

Renewable Energy

Is a renewable energy technology included in this project? ? Yes

Is it a solar PV project? Yes

If yes, what type?

- Behind the meter/Net metered No
- Grid supplied No
- Grid supplied- Subsection t (On a landfill, brownfield or area of historic fill) No
- Community Solar ? Yes

Is it a wind project? No

If yes, what type? Onshore? Not Applicable Offshore? Not Applicable

Innovative Technology

Is an environmental and energy innovative technology included in this project? Y N

-If yes, please provide a brief description Yes, the project will include ground mounted solar PV.

Green Design

Have you incorporated green design features into this project? Examples of green design features may include: renewable energy, water conservation and use of low impact design for stormwater. Renewable Energy

Will this project be certified by any green building rating systems such as:

- US Green Building Council's LEED (Leadership in Energy and Environmental Design)? No
- ASHRAE Standard 189.1? No
- National Green Building Standard ICC 700-2008? No
- USEPA's ENERGY STAR? No
- International Living Future Institute-Zero Energy Certification? No
- International Green Construction Code (IgCC)? No

Radiation Protection Program (609) 984-5400

www.state.nj.us/dep/rpp/

Will the operation receive, store or dispose of radioactive materials? No

Will the operation employ any type of x-ray equipment? No

CLIMATE & FLOOD RESILIENCE PROGRAM (609) 292-9236

<https://www.nj.gov/dep/cfr/>

Climate Resilience Planning

<https://www.nj.gov/dep/bcrp/>

Has climate resilience been considered in the design of this project? Not Applicable

Coastal Engineering

<https://www.nj.gov/dep/shoreprotection>

Is the project at the same location or adjacent to a beach nourishment or shore protection project? No

Dam Safety Program (609) 984-0859

<http://www.nj.gov/dep/damsafety>

Will the project involve construction, repair, or removal of a dam? No

If so, please describe Not Applicable

COMPLIANCE AND ENFORCEMENT (609) 777-0122

<https://www.nj.gov/dep/enforcement/>

Does the applicant have outstanding DEP enforcement violations, and if so, what is the status? No

If yes, please identify the case, case manager, program, and phone number. Not Applicable

Does the proposed project facilitate compliance where there is a current violation or ACO? Not Applicable

Discharge Prevention Program (DPCC) (609) 633-0610

<https://www.nj.gov/dep/enforcement/dpp.html>

Is this a facility as defined in N.J.A.C. 7:1E in which more than 20,000 gallons of Hazardous substances other than petroleum or greater than 200,000 gallons of petroleum are stored? No

Toxic Catastrophe Prevention Act (TCPA) (609) 633-0610

<https://www.nj.gov/dep/enforcement/tcpa.html>

Is this a facility that handles or stores greater than a threshold amount of extraordinarily hazardous substances as defined in N.J.A.C. 7:31? No

COMMUNITY ENGAGEMENT (609)292-2908

The Department is committed to the principles of meaningful and early community engagement in the project's approval process. The Department has representatives available to discuss community engagement issues with you and we encourage this communication to take place at the earliest possible time.

- (a) What community groups and stakeholders have you identified that may be interested in or impacted by this project?
Local community groups typically consulted through the development process include local land use organizations, planning and zoning, sustainability groups, and direct community members.

- (b) How have you or will you engage community and stakeholders in this project?

The applicant will engage local and community stakeholders throughout the development, permitting, construction and operation of the community solar facility through digital outreach and a public presence online and across applicable social media networks.

- (c) What are the potential impacts of this project on the community?

The proposed project will have positive impacts to the community. The proposed project will not consume water or produce wastewater, nor will it give off any form of air emissions, or make any noise audible outside the fenced in area of the array. The proposed project will result in the closure of an active "Extractive Mining" operation. The Extractive mine will be closed, restored, and seeded with pollinator habitat seed mixes within the array area. The project will result in the discontinuation of heavy equipment accessing the site multiple times daily. This will decrease traffic and relative road noise in the community.

- (d) What are the community concerns or potential concerns about this project?

None at this time.

- (e) How do you intend to address these concerns?

The applicant will address any concerns that may arise throughout the development process directly.

- (f) As part of this project, do you plan to perform any environmental improvements in this community? If yes, describe.

Yes, a key component to our proposal and work within the community includes the restoration of an Extractive Mining operation through various improvements on the parcel including but not limited to fostering the planting of pollinator habitats within the array area. This will ultimately have a positive impact on the land and surrounding habitats as the proposed project will include habitat restoration of an extractive mining operation.

Please provide the Department with an additional narrative description function and its local/regional environmental, social, and economic benefits and impacts. Also, what sensitive receptors are present and how might they be affected by this project? *No receptors are anticipated to be affected by this project.*

ADDITIONAL AGENCY REVIEW

Is the project subject to:

Highlands Regional Master Plan – Planning or Preservation Area? No
http://www.nj.gov/dep/highlands/highlands_map.pdf

Pinelands Comprehensive Management Plan? No
<http://www.state.nj.us/pinelands/cmp/>

D&R Canal Commission Standards Yes
<https://www.nj.gov/dep/drcc/regulatory-program/maps/>

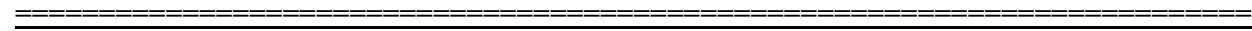
NJDEP Permit Readiness Checklist Form
Page 13 of 13

Delaware River Basin Commission No
<http://www.state.nj.us/drbc/>

New Jersey Sports and Exposition Authority? No
<https://www.njsea.com/>

US Army Corp of Engineers review? No
<https://www.usace.army.mil/>

Other State or Federal Agencies? If so, please specify No



Permit Readiness Checklist Submitted By:

Bryan Fitzgerald
SIGNATURE

02/05/2021
DATE

Bryan Fitzgerald
PRINT NAME

EXHIBIT F. HOSTING CAPACITY MAP

Figure 1. Screenshot of the JCP&L Solar Hosting Capacity map that shows 3390 KW AC available at the proposed project location. The proposed community solar project is 2750 KW AC. The hosting capacity map shows that there is enough capacity available to successfully interconnect the proposed community solar project.

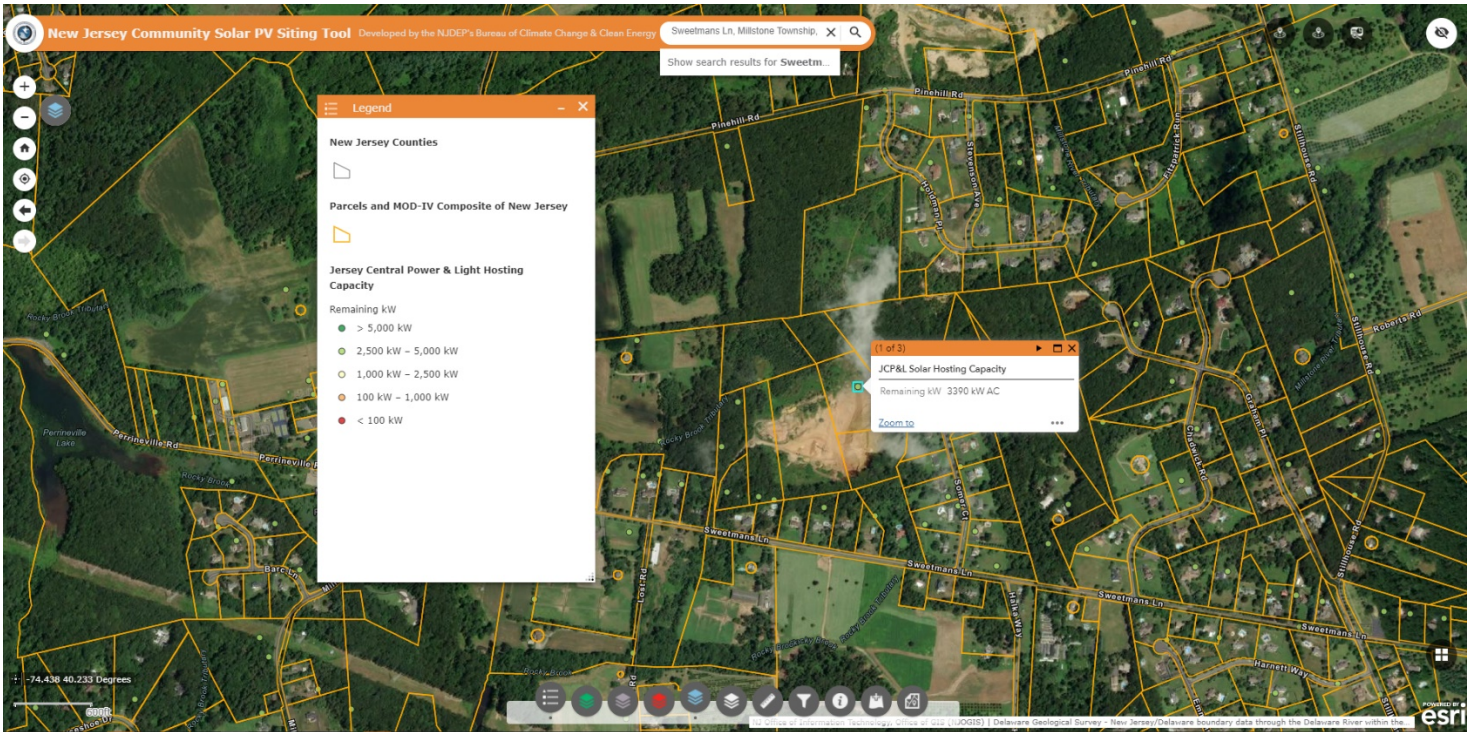
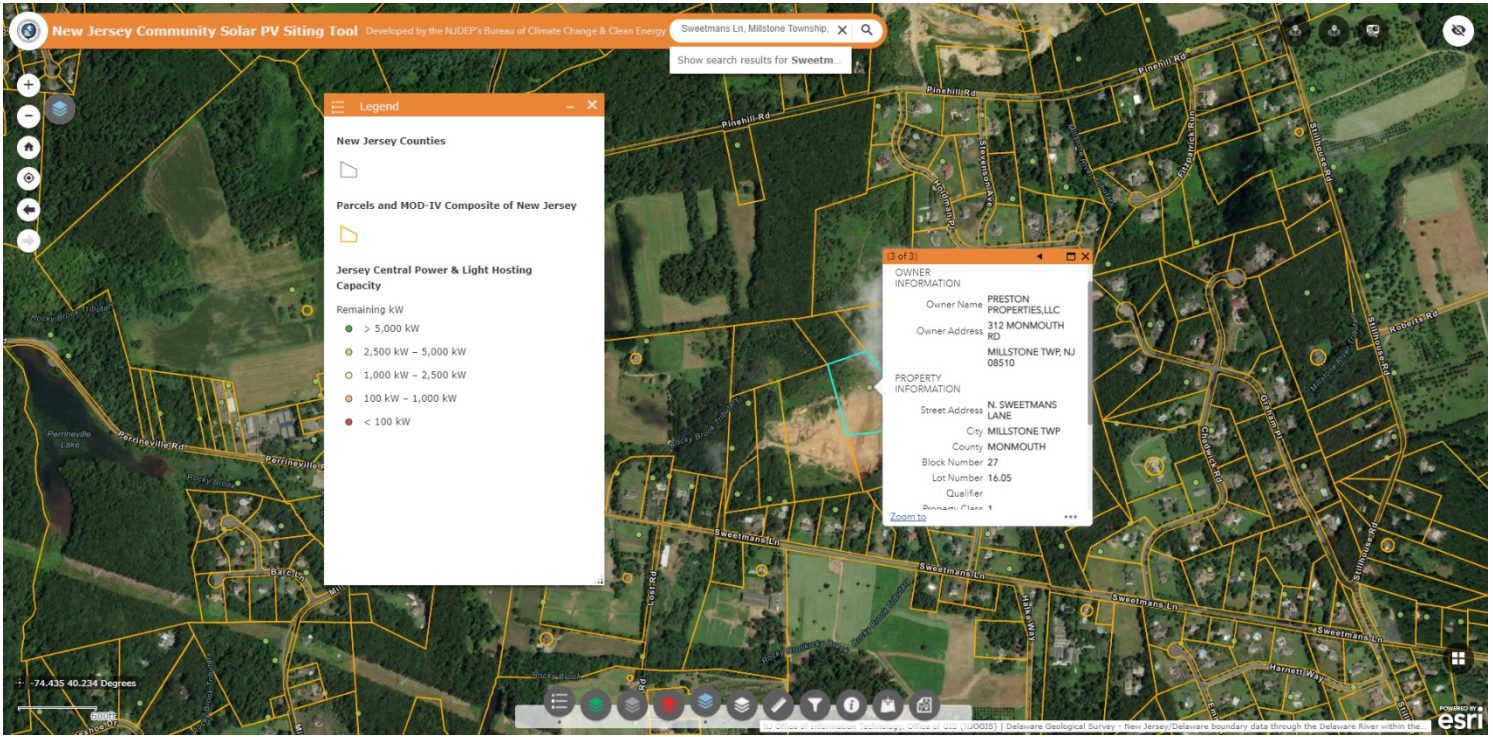


Figure 2. Screenshot of the JCP&L Solar Hosting Capacity map that shows the 3390 KW AC of hosting capacity available at the corresponding parcel(s) as identified by the property owner and block and lot data for the proposed community solar facility.



Note, the hosting capacity map shows a location that is rather central to the proposed project location. This is because there is existing distribution network infrastructure that extends north from Sweetmans Lane. This distribution infrastructure has been in place for a number of years as it services an old, out of service (at this time) weight station that was previously used to weight material leaving the mine.

**EXHIBIT G. SUBSCRIBER ORGANIZATION
SUPPLEMENTAL MATERIAL**



Company Data

Founded: 2016
Address: 8121 Georgia Ave., Suite 300, Silver Spring, MD 20910
CEO: Gary Skulnik
Corporate Form: Benefit Corporation (treated as a C Corp)
Phone: 240-284-6245
Web Site: www.neighborhoodSun.solar

Summary

Neighborhood Sun (NS) is a social enterprise with a mission to empower people to choose community solar. Community, or shared solar, allows electricity consumers to purchase solar from a local project, with no need to install any equipment. We are founded by the former leader of Clean Currents, a trailblazing clean energy company in the Mid Atlantic, which brought together thousands of people, businesses and organizations to switch to wind and solar power. Neighborhood Sun is the leading customer acquisition and management company in the Maryland and New Jersey community solar market, with more than 3,100 customers and over 22 MWDC managed. We've expanded beyond our home state of Maryland, using our experience and lessons learned in order to bring even more people across the nation into community solar. Our brand, like Clean Currents before it, is already becoming the most trusted and credible community solar brand in the market. **Thanks to this strong brand, we provide low cost customer acquisition and customer management with low attrition rates.**

Neighborhood Sun is committed to bring the promise of solar to everyone, not just the select few. Thus, we've been a trailblazer in marketing in the low-moderate income (LMI) community. Working in the LMI communities requires a markedly different approach than market-rate, or standard community solar. Thanks to our experiences in Maryland (Baltimore and Western MD) as well as in New Jersey (Camden, Burlington and Mercer Counties), we've fine-tuned our LMI approach and are confident it's effective and respectful towards households, neighborhoods, and communities.

Our Approach

It Starts with Authenticity

NS was founded to be a business that's a force for good, not just profits. We are a certified B Corporation, which means we are held to higher standards of operations. It also means we put our commitment to the planet, our employees, our community, and transparency into our actual corporate DNA. It's more than just talk. We put resources into issues that go beyond our bottom line, which encompass the broader sustainability spectrum. We're not just about solar, but about a broader green movement. Because of our mission and our actions, we achieve a level of authenticity that other community solar companies can't reach. As part of this mission, we are the only community solar



provider company that has a **customer advocacy board**, giving our customers unprecedented access to our company.

Working in LMI Communities

Neighborhood Sun has spent the past year building a novel approach to LMI customer acquisition and management, with most of our activities focused in Baltimore. This community has been burned by energy companies before, including solar outfits and is rightfully distrustful of outsiders with offers that are “too good to be true.” Building trust and credibility through local organizations and influencers is more important in the LMI community than elsewhere. It’s also important to have a company that reflects the community it serves, something we’ve been very conscious of at Neighborhood Sun. Our LMI team has established strong ties in the community and built a credible brand in only a matter of months. While many talk about serving LMIs, we are one of the few that have actually done it.

To date, we’ve fully subscribed three projects dedicated to serving LMI customers in Maryland:

- White Marsh for BG&E ratepayers. A minimum of 51% of its 1.9 MWDC capacity is reserved to LMI households.
- Henryton for BG&E ratepayers. A minimum of 51% of its 2.2 MWDC capacity is reserved to LMI households.
- Shepherd's Mill for Potomac Edison ratepayers. A minimum of 30% of its 2.9 MWDC capacity is reserved to LMI households.

Furthermore, we’re currently subscribing two more projects also dedicated to serving LMI customers - in Maryland and in New Jersey:

- Flintstone for Potomac Edison ratepayers (Maryland). A minimum of 51% of its 2.7 MWDC capacity is reserved to LMI households.
- Delanco for PSE&G ratepayers in Camden, Burlington, Mercer counties (New Jersey). A minimum of 51% of its 3.1 MWDC capacity is reserved to LMI households. As of mid-January, NS has enrolled over 450 households and a majority of them are LMIs.

Creating Communities, not Just Customers

We view our customers as members of our community, partners in building stronger connections and better education on pressing environmental issues. This is a core value for us. That means that our channel partners work with us in ways no other community solar company can match. Our work with progressive faith institutions, environmental groups, and other organizations is only made possible by our strong brand credibility. It has brought us much success as our partners have brought in about 25-30% of our customers through volunteer efforts they’ve pursued.

Turn customers into brand ambassadors

Because of the unique credibility and trust of our brand, we are positioned better than other companies to engage our customers in a way that turns them into brand ambassadors, enabling the base to expand. With our Customer Advocacy Board, and customer engagement team, we elevate engagement with customers to the point where they are our best advocates. Referrals are a huge part of our sales efforts, bringing in about 25-30% of our customers.



Customer Acquisition Funnel

We provide a turn-key customer acquisition funnel for community solar project developers. Through our web site, and customized CRM, customers are able to subscribe to projects, and we're able to provide partner organizations their own landing pages. The entire enrolment process is done through a secure server that meets the highest standards of data protection.

In order to verify that enrolments were achieved in the most transparent and ethical manner, NS:

- Trains on-the-ground sales organizations and community partners about the Community Solar Program in New Jersey and its Consumer Protection rules.
- Ensures that sales organizations and community partners fully complied with Consumer Protection rules. This is key to maintain long-lasting, effective, and secure relationships with subscribers.
- Provides truthful and transparent marketing material to all sales organizations and community partners, reflecting the Community Solar Subscription Agreement for households.
- Make Quality Assurance / Welcome calls to every customer enrolled by an external sales organization.

Unparalleled Customer Service

We are very proud of our excellent customer engagement and outreach, which leads to lower attrition and more customer referrals. Our process starts from the first contact with a prospect and continues as long as they are a customer with us. Because of our strong brand, our systematic communication with our customers, and our company structure, we are able to more easily overcome the challenges that may arise due to utility actions or other programmatic issues in community solar. Our [Google rating](#) of 5 stars and the [BBB rating](#) of A+ are higher than any other community solar company.



Customer testimonials

“Well I think there are two reasons that community solar is important. First of all it’s going to help every single one of us, household by household, reduce our energy expenses and cut our household costs, and that really important and powerful. The second reason, it will help every one of us reduce our dependence on fossil fuels and help us prepare to adapt to climate change. I’m very proud to have voted to expand community solar and we’ll be doing more and more to make life better and make our planet happier and healthier for everyone.” - Robbyn Lewis, Maryland House of Delegates, Dogwood customer.

“The purpose of clean energy is one that too often has been neglected for those from lower socioeconomic conditions. The work that we’ve tried to do in the legislature, focusing on our equity bill to allow clean energy and solar equity, to make sure it permeates every community in NJ, is critically important. My friends from NJ {Neighborhood} Sun are key allies in this fight.” - Senator Troy Singleton, New Jersey State Senate. [Watch the video.](#)

“Community solar provides opportunities for us to build community while helping the needed transition to clean energy at [below] market-rate electricity prices. People, planet, and prosperity. What more can you ask for?” - Sabrina F., Dogwood customer

“I’m really into community solar because it creates the opportunity for clean energy to kind of offset all the icky and gross things we’re putting into the air.” - Naadiya Hutchinson, Baltimore People’s Climate Movement, White Marsh LMI subscriber.

“I have had nothing but positive experience dealing with the staff at Neighborhood Sun--I think every company could learn from them how to do real service to customers and the public--and of course their product is vital to our future, the lives of this planet, etc. I cannot recommend them highly enough. Go Neighborhood Sun!” – Robin G., Google Review.



8121 Georgia Ave., Suite 300,
Silver Spring, MD 20910

To: New Jersey Board of Public Utilities
44 S. Clinton Avenue
Trenton, NJ 06825

Object: Projected local workforce added due to new Community Solar Projects.

Neighborhood Sun (NS) is a Subscriber Organization (SO) within the New Jersey Community Solar Pilot Program. NS is co-applying with VCP, LLC d/b/a Verogy to the NJ Board of Public Utility to become the SO of the following project:

Project Name: Millstone Solar One

Address: N. Sweetmans Lane

Millstone Township, NJ 08535

Project Capacity: 3,477.76 KW DC

In order to enroll subscriber in this project, NS will hire fifteen (15) Sales and Marketing Representatives. These will be temporary jobs, sourced locally, that will facilitate the outreach and sales of subscriptions to residents.

Also, NS plans to hire one local Customer Service Representative *if all of these projects were approved by the NJ Board of Public Utility*. This will be a part-time permanent job, sourced locally, that will provide long-term customer service to the community and subscribers.

Respectfully, -

Gary Skulnik,

CEO of Neighborhood Sun

EXHIBIT H. PROJECT COSTS

| Estimated Project Cost - Millstone Solar One | |
|--|------------|
| Description | Total Cost |
| [Redacted Content] | |

Note, project costs identified above a good faith estimates at the time of application submission.

EXHIBIT I. PROOF OF SITE CONTROL

LEASE AGREEMENT

BY AND BETWEEN

**Preston Properties, LLC
(LANDLORD)**

AND

**VCP Realty, LLC
(TENANT)**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is entered into by the Landlord and Tenant listed below (each individually a "Party" and collectively the "Parties") as of the 3rd day of February, 2021 (the "Effective Date").

| | |
|--------------------------------------|--|
| Landlord | Preston Properties, LLC, a New Jersey limited liability company |
| Landlord's Notice Information | Preston Properties, LLC 312 Monmouth Road Millstone Township, NJ 08510 [REDACTED] |
| Tenant | VCP Realty, LLC, a Connecticut limited liability company |
| Tenant's Notice Information | VCP Realty, LLC c/o Verogy 150 Trumbull Street, 4th Floor Hartford, CT 06103 Attn: Legal Department |
| Site Address | N. Sweetmans Lane, Millstone Township, NJ 08535 Parcels: Block Number: 27, Lot Number: 16.04 Block Number: 27, Lot Number: 16.05 Block Number: 27, Lot Number: 16.06 Block Number: 27, Lot Number: 16.07 |
| Project State | New Jersey |

This Agreement sets forth the terms and conditions of the lease of property owned by the Landlord located at the Premises (as defined hereinafter). Subject to the terms and conditions set forth herein, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises as detailed in this Agreement.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Basic Terms and Conditions
- Exhibit B** Facility Description
- Exhibit C** General Terms and Conditions
- Exhibit D** Leased Premises
- Exhibit E** Memorandum of Commencement Date and Lease Term
- Exhibit F** List of Due Diligence Materials
- Exhibit G** Title Encumbrances
- Exhibit H** Form of Subordination, Non-Disturbance and Attornment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the Effective Date.

Landlord: Preston Properties, LLC

Tenant: VCP Realty, LLC

Signature: _____

Signature: Brian Smith

Printed Name: _____

Printed Name: Brian Smith

Title: _____

Title: Authorized Person

Date: _____

Date: February 3, 2021

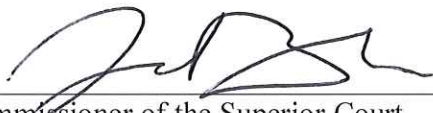
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, a _____ of Preston Properties, LLC, a New Jersey limited liability company, on behalf of the limited liability company.

Commissioner of the Superior Court
Notary Public
My Commission Expires on: _____

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 3rd day of February, 2021 by Brian Smith, an Authorized Person of VCP Realty, LLC, a Connecticut limited liability company, on behalf of the limited liability company.



Commissioner of the Superior Court
Notary Public
My Commission Expires on: 03/31/2026

JENNA BEHAN
NOTARY PUBLIC - CT 180881
My Commission Expires Mar. 31, 2026



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is entered into by the Landlord and Tenant listed below (each individually a "Party" and collectively the "Parties") as of the ___ day of _____, 2021 (the "Effective Date").

| | |
|--------------------------------------|--|
| Landlord | Preston Properties, LLC, a New Jersey limited liability company |
| Landlord's Notice Information | Preston Properties, LLC 312 Monmouth Road Millstone Township, NJ 08510 Attn: |
| Tenant | VCP Realty, LLC, a Connecticut limited liability company |
| Tenant's Notice Information | VCP Realty, LLC c/o Verogy 150 Trumbull Street, 4th Floor Hartford, CT 06103 Attn: Legal Department |
| Site Address | N. Sweetmans Lane, Millstone Township, NJ 08535 Parcels: Block Number: 27, Lot Number: 16.04 Block Number: 27, Lot Number: 16.05 Block Number: 27, Lot Number: 16.06 Block Number: 27, Lot Number: 16.07 |
| Project State | New Jersey |

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IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed as of the Effective Date.

Landlord: Preston Properties, LLC

Tenant: VCP Realty, LLC

Signature: 

Signature: _____

Printed Name: ████████████████████

Printed Name: _____

Title: ████████████████████

Title: _____

Date: 2-3-21

Date: _____

STATE OF Florida BP
New Jersey
COUNTY OF Essex ss.
Monmouth BP

The foregoing instrument was acknowledged before me this 03 day of Feb, 2021
by [REDACTED], a [REDACTED] of Preston Properties, LLC, a New
Jersey limited liability company, on behalf of the limited liability company.



BHAVIN KUMAR PATEL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG111512
Expires 6/5/2021

B.V. Patel

Commissioner of the Superior Court
Notary Public

My Commission Expires on: 6/5/2021

STATE OF CONNECTICUT)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____, an Authorized Person of VCP Realty, LLC, a Connecticut limited
liability company, on behalf of the limited liability company.

Commissioner of the Superior Court
Notary Public

My Commission Expires on: _____

EXHIBIT C
GENERAL TERMS AND CONDITIONS

ARTICLE I.
Description of Leased Premises

Section 1.1 - Leased Premises.

(a) The Landlord hereby leases to the Tenant that certain portion of those certain parcels of land located at the Site Address indicated on the first page of this Agreement and containing approximately [REDACTED], together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel of land, which is more particularly described in **Exhibit D**, attached hereto and made a part hereof (collectively the “Leased Premises” or “Premises”). In connection with the Leased Premises, Landlord also hereby grants to Tenant a royalty-free, irrevocable (except in the event a Tenant Event of Default has occurred and is continuing) license coterminous with the Lease Term (as defined hereinafter), and for so long as needed after expiration or termination for purposes of removing the system or in the event of a lease renewal agreed to by both parties, to other portions of the property that are necessary and appropriate for (i) Tenant’s access to the Leased Premises, including ingress and egress rights to the property; (ii) the delivery, temporary storage and staging of materials, equipment and the components of the Solar Array (as defined hereinafter); (iii) the interconnection of the Solar Array to the electrical infrastructure of the local electric utility; and (iv) other related and ancillary uses that from time to time may be useful or necessary in connection with the siting, erection, construction, reconstruction, installation, replacement, relocation, removal, operation, repair and maintenance of the Solar Array on the Premises.

[REDACTED]

Section 1.2 - Initial Term. The initial term of this Lease shall commence on the Commencement Date (as hereinafter defined), and shall end on the date which is the number of years indicated on **Exhibit A** as the “Initial Term” from the end of the calendar month in which the Commercial Operation Date (as defined hereinafter) occurs, which time period is referred to herein as the “Initial Term”.

When such dates have been determined, Landlord and Tenant agree to execute a memorandum in recordable form setting forth the Commencement Date and Lease Term in the form attached hereto as **Exhibit E**.

Section 1.3 - Options to Extend. In addition, provided that Tenant is not materially in default in the performance of any of its obligations under this Lease beyond applicable notice and cure periods, Tenant shall have the option to extend the term of this Lease for three (3) extension periods of five (5) years each (each an “Extension Period”). If Tenant elects to exercise any such Extension Period, it shall do so by

giving notice of such election to Landlord at any time during the term of this Lease on or before the date which is ninety (90) days prior to the commencement of the Extension Period for which such election is exercised. Such Extension Periods shall be upon the same terms and conditions of this Lease, except as otherwise provided herein. If Tenant fails to send notice of its exercise of any Extension Period in a timely manner, Landlord shall send Tenant a reminder notice and Tenant shall have an additional thirty (30) day period after receipt of Landlord's notice in order to exercise any such Extension Period. The Initial Term and all Extension Periods, as exercised, are referred to hereafter as the "Lease Term." In the event that Tenant does not respond in writing within thirty (30) days after the receipt of Landlord's reminder notice, then Tenant shall be deemed not to have exercised the applicable Extension Period and the Tenant agrees that any right to exercise any future Extension Period has lapsed.

ARTICLE II. Development of Project

Section 2.1 - Development Period. The PPA Acquisition Period (as defined herein), the Due Diligence Period (as defined herein) and any and all Contingency Periods (as defined herein) shall constitute the "Development Period" for purposes of this Agreement. Starting on the Effective Date and ending on the date which is [REDACTED] in which the Effective Date occurs, which time period is referred to herein as the "Initial PPA Acquisition Period", Tenant shall endeavor to execute a contract for the sale of electricity and/or environmental attributes produced by the renewable energy development at the Premises (a "PPA"). If Tenant successfully executes a PPA within the Initial PPA Acquisition Period, then the Due Diligence Period shall commence on the commensurate execution date of such PPA (the "Qualified PPA Execution Date"). If Tenant does not execute a PPA within the Initial PPA Acquisition Period, but Tenant is continuing to diligently pursue the acquisition of a PPA, then Tenant shall be afforded [REDACTED] within which to execute a PPA (the "Extended PPA Acquisition Period", and together with the Initial PPA Acquisition Period, the "PPA Acquisition Period"). If Tenant successfully executes a PPA within the Extended PPA Acquisition Period, then the Due Diligence Period shall commence on the Qualified PPA Execution Date. If Tenant does not execute a PPA within the Extended PPA Acquisition Period, Landlord shall have the right to terminate this Lease via notice to Tenant, such notice to be provided to Tenant within thirty (30) days of the last day of the Extended PPA Acquisition Period ("Landlord PPA Acquisition Termination Notice"). Upon receipt of the Landlord PPA Acquisition Termination Notice, Tenant shall have the right to provide Landlord with evidence that a PPA has been executed within the PPA Acquisition Period. If such evidence is provided by Tenant to Landlord within thirty (30) days of receipt of the Landlord PPA Acquisition Termination Notice, and such evidence is not subject to reasonable dispute by Landlord, this Lease shall be deemed not terminated, and in full force and effect. In the event there is no evidence provided by Tenant to Landlord that a PPA has been executed within the PPA Acquisition Period, then thirty-one (31) days after the receipt by Tenant of the Landlord PPA Acquisition Termination Notice, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease. Notwithstanding the foregoing or anything contained herein to the contrary, Tenant and Landlord may, upon written agreement duly executed by both Tenant and Landlord, agree to extend the length of the PPA Acquisition Period as they deem necessary.

Prior to the Initial Term, and for a period of time described in this Section 2.1, Tenant shall be permitted to perform all investigations deemed by the Tenant to be necessary or appropriate to determine, in the Tenant's sole discretion, whether the operation of the Leased Premises for Tenant's intended purposes is economically and operationally feasible, including without limitation, review of the status of title and survey matters, the environmental and physical condition of the Leased Premises, and its suitability for development for Tenant's intended use (the "Project"). In the event any such investigation or examination has not been completed by the Tenant during the PPA Acquisition Period, Tenant shall have a period commencing on the Qualified PPA Execution Date and ending at [REDACTED] [REDACTED] after the Qualified PPA Execution Date (the "Due Diligence Period") within which to inspect, examine, and/or investigate the Leased Premises, and all physical, environmental, geotechnical, financial, title and legal aspects thereof, and the obligations of Landlord hereunder shall be

conditioned upon Tenant being fully satisfied, in its sole discretion, as to all such inspections, investigations, and/or examinations.

Landlord shall fully cooperate with Tenant in its inspections, examinations, and investigations and shall use its best efforts to deliver or make available to Tenant no later than thirty (30) days from the Effective Date those documents set forth on **Exhibit F**, attached hereto and incorporated herein, which are in the control or possession of Landlord, its agents or representatives. Throughout the Due Diligence Period, Tenant shall have access to the Leased Premises to accomplish the foregoing, including, without limitation, the conduct of surface and subsurface tests and physical and environmental appraisals and studies and as provided in Section 2.2 of this Agreement. Tenant shall make no permanent alterations to the Leased Premises as part of its investigations and shall repair or restore any disturbed areas to substantially the same condition as existed prior to the testing.

In the event that Tenant is not satisfied, in its sole discretion, for any reason or for no reason whatsoever, Tenant shall have the right, by Tenant or Tenant's attorney giving Landlord or Landlord's attorney a written termination notice (the "Termination Notice") to terminate this Agreement. If the Termination Notice is given, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease. Tenant may terminate this Lease upon notice to Landlord at any time prior to the Commencement Date if Tenant, in its sole discretion, determines that the Leased Premises is unsuitable for its intended use.

Tenant's obligations under this Agreement shall be subject to Tenant's receipt of all final, non-appealable, local, state and federal permits and approvals necessary or appropriate for Tenant's proposed development of the Leased Premises and the construction of the Project on terms and conditions acceptable to Tenant in its sole discretion (individually, each an "Approval" and collectively, the "Approvals") prior to the date which is [REDACTED] after the expiration of the Due Diligence Period (the "Initial Contingency Period"). [REDACTED]

[REDACTED] Tenant shall be permitted to extend the Initial Contingency Period by written notice to Landlord at any time prior to the expiration of the Initial Contingency Period for an additional [REDACTED] [REDACTED] (the "First Extended Contingency Period"), provided that Tenant is pursuing its Approvals or Tenant has received its Approvals but one or more judicial appeals are then pending with respect to the Approvals. [REDACTED]

[REDACTED] Tenant shall further be permitted to extend the First Extended Contingency Period by written notice to Landlord at any time prior to the expiration of the First Extended Contingency Period for an additional [REDACTED] (the "Second Extended Contingency Period"), provided that Tenant is pursuing its Approvals or Tenant has received its Approvals but one or more judicial appeals are then pending with respect to the Approvals. [REDACTED]

The Initial Contingency Period, as the same may be extended by the First Extended Contingency Period and the Second Extended Contingency Period, are collectively and each, individually, is the "Contingency Period". The Parties may agree to extend any portion of the Development Period upon mutual written agreement.

[REDACTED]

If Tenant has received all of its Approvals to its satisfaction, Tenant may elect to waive the balance of the Development Period and proceed to the commencement of the lease [REDACTED]

[REDACTED]

Landlord agrees to fully cooperate with Tenant in Tenant's efforts to obtain all Approvals, including, without limitation, executing and delivery of any applications or consents which require the signature of the Landlord and publicly supporting such Approvals by attending any hearings or meetings, as and when reasonably requested by Tenant.

If Tenant determines, in its sole discretion, that it has not or is unlikely to obtain all necessary or appropriate Approvals before the end of the Contingency Period, or that any such Approvals contain, or are likely to contain, unsatisfactory terms or conditions, then Tenant shall have the right, by Tenant or Tenant's attorney giving Landlord or Landlord's attorney a written termination notice (the "Termination Notice"), to terminate this Agreement. If the Termination Notice is given, this Lease shall terminate and shall be null and void, and Landlord and Tenant shall have no further obligations to one another hereunder, except for obligations which specifically survive the termination of this Lease.

Section 2.2 - Access to Leased Premises.

(a) During the Development Period, Landlord may retain possession and use of the Leased Premises. Tenant, its counsel, surveyors, engineers, lenders, development partners, agents and other representatives shall have full and continuing access to the Premises and all parts thereof, as well as to all relevant documents and records of the Landlord as they relate to the title, physical condition, and development of the Premises, upon 48 hours prior notice to Landlord (which notice may be given by telephone). Tenant shall use commercially reasonable efforts not to unduly interfere with any business operations of Landlord, including but not limited to Landlord's access to the Landlord Mining Area during the Development Period and Landlord's intended construction or placement of a cell tower pursuant to this Lease. Said right of access shall be for the purpose of performing surveying, engineering, and environmental tests and studies, test borings, hazardous waste testing, wetland impacts, physical inspection of the Premises, structural reviews, and such other similar investigatory work as the Tenant shall consider appropriate. Tenant shall make no permanent alterations to the Leased Premises as part of its investigations and shall repair or restore any disturbed areas to substantially the same condition as existing prior to the testing. Prior to accessing the Premises, Tenant shall provide Landlord with a Certificate of Liability Insurance in the amount of at least [REDACTED] naming Landlord as an additional insured.

(b) During the Development Period, Tenant agrees that Landlord requires access to approximately five (5) acres in the northeast corner of the property to mine the dirt located therein; such approximate area is indicated in **Exhibit I** attached hereto (the "Landlord Mining Area"). During the Development Period, Landlord shall, at all times, be able to mine dirt located in the Landlord Mining Area in any way necessary; provided, however, that Tenant shall have access to the Premises during the Development Period as described in this Lease. Upon the Commencement Date and the delivery of the

Leased Premises to Tenant, Landlord shall no longer have access to any portions of the Landlord Mining Area that are contained within the Leased Premises and shall cease any mining in such areas, unless prior written consent is provided by Tenant to Landlord. [REDACTED]

Section 2.3 - Lease Commencement. At any time during the Development Period, Tenant may give notice to Landlord calling for the delivery of the Leased Premises to Tenant and the commencement of this Lease. Upon receipt of such notice, Landlord shall select a delivery date that is within forty-five (45) days of the date Landlord received Tenant’s notice (the “Commencement Date”) and so notify Tenant.

On the Commencement Date, Landlord shall deliver possession of the Leased Premises to Tenant in substantially the same condition as existing as of the Effective Date of this Lease, free and clear of all rights of any tenants or parties in possession and subject to only those encumbrances affecting title to the Leased Premises as set forth on Exhibit G attached hereto and made a part hereof.

ARTICLE III.
Rent

Section 3.1 - Definition of Lease Year. “Lease Year” shall mean, in the case of the first Lease Year, the number of full and partial calendar months following the Commencement Date of this Lease through the end of the twelve (12) calendar months following the Rent Commencement Date (as hereinafter defined). Thereafter, “Lease Year” shall mean each successive twelve (12) calendar month period following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than the last day of a Lease Year, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

Section 3.2- Basic Rent. Commencing on the Rent Commencement Date, and continuing for the remainder of the Lease Term, Tenant shall pay Landlord monthly Basic Rent on the first day of each month, in advance, in accordance with the schedule set forth on Exhibit A of this Agreement.

For the avoidance of doubt, the solar photovoltaic project (“Solar Array”) size in megawatts (“MWs”) direct current (“DC”) for purposes of the above rent calculation shall be that which is listed on the final as-built drawings completed by the engineer of record at the time of the Rent Commencement Date. In the event the final as-built drawings issued by the engineer of record after the Solar Array has reached the Commercial Operation Date are not available as of the Rent Commencement Date, the Solar Array size in MW DC listed on the issued for construction drawings shall be used for purposes of the above rent calculation; provided that, upon the issuance of the final as-built drawings, if the final as-built drawings detail a different project size in MW DC, the calculation for Basic Rent shall be adjusted to reflect the as-built Solar Array system size and monthly payments for Basic Rent shall be adjusted accordingly on a going forward basis. The Tenant is obligated to provide the Landlord with a final drawing showing the final Solar Array size and the Lease Agreement, including Exhibit D, shall be amended accordingly. [REDACTED]

For purposes of this Lease, “Commercial Operation Date” shall mean the Solar Array has been approved for interconnected operation by the interconnecting utility company, Tenant has completed commissioning tests of the Solar Array, and the Solar Array has commenced regular operations. The “Rent Commencement Date” shall be the date that is [REDACTED]

Payments for any partial month shall be prorated.

Section 3.3 - Place of Payment. Payment of Basic Rent shall be made to the Landlord at the address appearing at the end of this Lease, or to such other person, legal entity or address as the Landlord shall designate by written notice to the Tenant.

ARTICLE IV.

Use

Section 4.1 - Use of Premises. The Leased Premises may be used for placement of a Solar Array and any lawful purpose, or for no use, during the Lease Term, subject to applicable zoning regulations and subject to the payment of Basic Rent.

Tenant shall have the right throughout the Lease Term to construct one or more Solar Arrays and other improvements on the Leased Premises and to modify or demolish such Solar Arrays and improvements from time to time, with or without constructing replacement improvements thereon, all subject to all applicable laws and regulations, but without prior notice or consent by Landlord. Title to all Solar Arrays and other improvements constructed on the Leased Premises by Tenant shall remain in Tenant's name throughout the Lease Term.

Section 4.2 - Compliance With Laws and Regulations. Throughout the Lease Term, the Tenant, at its sole cost and expense, will promptly comply in all material respects with all present and future laws, ordinances, orders, rules, regulations and requirements of all Federal, State and municipal governments, departments, commissions, boards and officers with respect to its use of the Leased Premises.

Section 4.3 - Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or worker's compensation claims in connection with any repairs or improvements made by the Tenant, and should any such lien be placed, the Tenant shall have the same removed within [REDACTED] by bonding or otherwise; and upon failure to do so, Landlord shall have the right to pursue remedies available pursuant to Article XI of this Lease, or the Landlord shall have the right (but not the obligation) to take whatever steps are reasonably necessary to have the same removed and the cost thereof, plus any court costs and reasonable attorneys' fees, shall be paid by the Tenant to the Landlord.

Section 4.4 - Environmental Indemnification. Tenant represents and warrants that no Hazardous Substances (as defined below) will be used, stored, treated, disposed of or generated at or on the Leased Premises by Tenant. Tenant shall promptly take any and all necessary or appropriate remedial action in response to any use, storage, treatment, generation or disposal of any Hazardous Substances brought by the Tenant to the Leased Premises. Tenant, its successors and assigns shall indemnify, defend, and hold harmless Landlord, its employees, agents, officers, directors, members, successors and assigns from any claims, actions, liabilities or for any violations of Environmental Laws, orders or enforcement actions relating to or affecting the Leased Premises or for any environmental remediation caused by Tenant's delivery of Hazardous Substances to the Leased Premises during the Lease Term.

Landlord, its successors and assigns shall indemnify, defend, and hold harmless Tenant, its employees, agents, officers, directors, members, successors and assigns from and against any claims, actions, liabilities, costs or expenses incurred by Tenant with respect to the cleanup, removal, remediation and disposal in accordance with applicable law of any Hazardous Substances existing on the Premises or otherwise generated, created, used or introduced by Landlord or its agents or contractors; provided, however, that Tenant shall have no obligation to cleanup, remove, remediate or dispose of such Hazardous Substances. Landlord shall notify Tenant in the event that any such Hazardous Substances are present, near or pose a material risk to personnel of Tenant or the Solar Array.

As used herein the term "Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated byphenyls, petroleum (including crude oil or any fraction thereof), and any other chemical substance or material the exposure to, or manufacture, possession, presence, use, generation,

[REDACTED]

[REDACTED]

ARTICLE V.
Quiet Enjoyment

Landlord represents and warrants that it is the owner of the Leased Premises in fee simple, free and clear of all liens and encumbrances, except as shown on **Exhibit G**, and has the right and lawful authority to enter into this Lease, without approval of any other party. The Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on the Tenant's part to be observed and performed, peaceably and quietly, have and hold the Leased Premises, without hindrance or molestation by any person or persons claiming by, through or under the Landlord, subject, however, to the terms of this Lease.

ARTICLE VI.
Utilities; Taxes

[REDACTED]

[REDACTED]

ARTICLE VII.

Insurance

Section 7.1 - Coverage. Tenant shall keep the Leased Premises insured against damage or destruction by fire, and such other perils as are, from time to time, included in standard fire insurance policy, for the full insurable value thereof, which for the purposes hereof shall mean the actual replacement cost without deduction for depreciation, but shall not include “uninsurables” (i.e., footings, underground piping, etc.). All of said insurance shall be maintained for the protection of Landlord, Landlord’s lender, Tenant and Tenant’s lender, and each shall be listed as an additional insured as their interest may appear in all policies of insurance. The proceeds of such insurance in case of loss or damage shall be applied on account of the obligation of Tenant to repair and/or rebuild the Leased Premises pursuant to Article VIII to the extent that such proceeds are required for such purpose.

Section 7.2 - General Liability Insurance. During the Lease Term, the Tenant agrees to maintain in force and effect a commercial general liability insurance policy, with limits of at least [REDACTED] per occurrence, in a financially responsible insurance company or companies qualified to do business in the state in which the Leased Premises are located. Said insurance shall be maintained for the protection of both Landlord, Landlord’s lender, Tenant, and Tenant’s lender and each shall be named insured as their interest may appear in all policies of insurance. Said insurance shall be primary and noncontributory; provide for severability of interest; provide that an act or omission of one of the insureds that would void or otherwise reduce coverage will not reduce or avoid the coverage as to other insureds. Such policy shall contain a provision that it cannot be canceled without thirty (30) days prior written notice.

Section 7.3 - Release of Subrogation.

(a) Each party covenants and agrees to obtain from its insurance carrier a waiver of subrogation rights against the other, if the same is available, with the provision that if there is any extra cost for the same, the party benefited by such waiver shall be afforded an opportunity to pay the extra cost and receive the benefit of the waiver; and

(b) In case of damage to the Leased Premises or to any other property of the Landlord or the Tenant by any cause within the scope of such insurance, whether such damage be caused by the negligence of either party to this Lease or by any party for whom either party to this Lease may be responsible, neither party to this Lease will look to the other, its agents, employees, invitees, assignees or subtenants for reimbursement to its insurer or to any third party against whom it may have a claim therefor. This subsection shall be effective as to the risks insured against under any particular insurance policy only during such time as such policy shall permit an executory waiver of subrogation without additional premium therefor or if the party benefited by such waiver pays any additional premium.

Section 7.4 - Certificates of Insurance. On or before the date upon which possession of the Leased Premises is delivered to Tenant, Tenant shall provide Landlord with certificates of insurance certifying that all insurance required to be carried by Tenant under the terms of this Lease is in full force and effect. Prior to the expiration of any such insurance policy, Tenant shall furnish Landlord with a new certificate of insurance certifying that such policy has been renewed or replaced. All insurance policies carried under this Article, and the certificates for such policies, shall provide for ten (10) days written notice to Landlord of any cancellation for non-payment and (30) days written notice to Landlord of any cancellation or non-renewal of such policy.

Section 7.5 - Qualification of Insurers. All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the Project State identified on the first page of this Agreement.

Section 7.6 - Indemnification. The Tenant shall defend, indemnify and save harmless the Landlord and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in any way arising out of, the Tenant's use or occupancy of the Leased Premises in accordance with the terms of this Lease after the execution of this Lease to the extent occasioned wholly or in part by any act or omission of the Tenant, its agents, employees, contractors or invitees; excluding however, any matters arising out of the negligence or willful conduct of Landlord, its agents, employees, contractors or invitees.

The Landlord shall defend, indemnify and save harmless the Tenant and its agents and employees against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Tenant or its agents or employees by reason of, or in any way arising out of, the Landlord's use or occupancy of the Leased Premises to the extent occasioned wholly or in part by any act or omission of the Landlord, its agents, employees, contractors or invitees, excluding however, any matters arising out of the negligence or willful conduct of Tenant, its agents, employees, contractors or invitees.

ARTICLE VIII. Condemnation

Section 8.1 - Condemnation - Taking of All. If title to the whole of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, all rental and other charges paid or payable by Tenant hereunder shall be prorated, as of the date of vesting of title in such condemning authority, and the total award made with respect to the Leased Premises, less all expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant as may be agreed upon by Landlord and Tenant, in writing, at the time that the condemnation occurs. If Landlord and Tenant do not agree in writing at the time that the condemnation occurs, then Landlord and Tenant may prosecute for and receive separate awards in accordance with the provisions of Section 8.3.

Section 8.2 - Condemnation - Taking of Substantially All. If title to any substantial part of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, Tenant shall have the option to surrender and terminate this Lease by giving written notice of such election to Landlord at any time after Tenant has been notified of any pending condemnation action. In the event that Tenant exercises its option to surrender and terminate this Lease, all of the rental and other charges paid or payable by Tenant hereunder shall be prorated as of the date Tenant vacates the Leased Premises, and the total award made with respect to the Leased Premises, less all expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant as may be agreed upon by Landlord and Tenant, in writing, at the time that the condemnation occurs. If Landlord and Tenant do not agree in writing at the time that the condemnation occurs, then Landlord and Tenant may prosecute for and receive separate awards in accordance with the provisions of Section 8.3.

Section 8.3 - Condemnation - Taking of Less Than All. If title to part of the Leased Premises shall be taken or condemned by any competent authority or conveyed in lieu of condemnation for any public or quasi-public use, and this Lease is not or cannot be terminated by Tenant, then this Lease shall continue in force and effect, and Tenant shall, at its expense, repair any damage to the Solar Array or improvements on the Leased Premises and the Basic Rent thereafter payable for the remainder of the Lease Term shall be reduced in the proportion that the area of the Leased Premises taken or conveyed to the condemning authority bears to the area of the entire Leased Premises prior to the taking or conveyance and the total award made with respect to the Leased Premises, less all expenses incurred in connection with the condemnation proceedings, shall be apportioned between Landlord and Tenant, as may be agreed upon by Landlord and Tenant, in writing, at the time that the condemnation occurs.

Whether such condemnation or sale in lieu thereof shall be for all or part of the Leased Premises and the Solar Arrays and improvements thereon, subject to the immediately succeeding paragraph, Landlord and Tenant shall each have the right to prosecute for and to receive such separate awards and portions of lump sum awards as may be agreed upon by Landlord and Tenant, in writing, at the time that the condemnation occurs. If Landlord and Tenant do not agree in writing at the time that the condemnation occurs, then each shall have the right to prosecute for and to receive such separate awards and portions of lump sum awards as may be allocated to their respective interests in the Leased Premises, it being the intent of the parties that Landlord shall be entitled to that portion of the award applicable to the land as unimproved exclusive of the Solar Arrays and improvements thereon, but encumbered by this Lease, and Tenant shall be entitled to the balance of the award which shall include the value of Tenant's leasehold estate and the Solar Arrays and improvements on the Leased Premises. If the condemning authority does not make separate awards and allocations as above provided, then the allocations based on the principles set forth in this Section shall be determined by arbitration.

ARTICLE IX. Mortgages

Section 9.1 - Landlord's Right to Mortgage. Landlord reserves the right to mortgage its fee interest in the Leased Premises from time to time throughout the Lease Term (as applicable "Fee Mortgage"). All Fee Mortgages shall be subject to this Lease and the Tenant's rights hereunder. Landlord agrees to cause all Fee Mortgage mortgagees to execute agreements in favor of Tenant and any leasehold mortgagees in form and substance acceptable by Tenant or any leasehold mortgagee, as the case may be, confirming that in the event of a foreclosure of the Fee Mortgage such fee mortgagee shall recognize the rights of Tenant and any leasehold mortgagees under this Lease and not disturb Tenant's tenancy hereunder except in accordance with the terms hereof. Landlord agrees to deliver an agreement in the form attached hereto as **Exhibit H**, or otherwise in form and substance acceptable to Tenant or any leasehold mortgagee, as the case may be, from the holder of any Fee Mortgage currently encumbering the Leased Premises consenting to this Lease and any amendments thereto, providing the non-disturbance protection required hereunder and agreeing that any casualty and condemnation proceeds shall be applied in accordance with the provisions of this Lease within thirty (30) days after the date of execution of this Lease.

Section 9.2 - Tenant's Right to Mortgage. Tenant shall have the right to mortgage its leasehold interest in the Leased Premises pursuant to this Lease from time to time throughout the Lease Term (as applicable, "Leasehold Mortgage"), but only with Landlord's consent, such consent not to be unreasonably withheld.

Section 9.3 - Assignment by Mortgagee as Successor to Tenant. If any leasehold mortgagee shall acquire title to Tenant's interest in this Lease, by foreclosure of a mortgage thereon or by assignment in lieu of foreclosure or by an assignment from a nominee or wholly owned subsidiary corporation of such mortgagee, or under a new lease pursuant to this Article IX, such mortgagee may assign such Lease, and notwithstanding anything contained in Article X hereof shall thereupon be released from all liability for the performance or observance of the covenants and conditions in such Lease contained on Tenant's part to be performed and observed from and after the date of such assignment, provided that the assignee from such mortgagee shall have assumed such lease in accordance with Article X hereof.

Section 9.4 - Estoppel Certificate. Landlord and Tenant shall, from time to time upon written request by the other, execute and deliver to the other party and their mortgage lenders or potential lenders, if requested, within ten (10) days of such written request, a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the commencement and termination dates thereof and any renewal terms; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (4) stating that all conditions under this Lease to be performed by the other party have been satisfied, or stating those alleged to remain unsatisfied; (5) stating that there are no defenses or offsets against the enforcement of this Lease by such party, or stating those claimed by such party; (6) stating the amount of advance rent, if any, paid by Tenant;

(7) stating the date to which rent has been paid; and (8) stating such other matters as are reasonably requested by any permitted leasehold mortgagee.

Section 9.5 - No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Lease a joint venture or partnership relation between them; it being their sole purpose and intent to create only a landlord-tenant relationship.

ARTICLE X.
Assignment

Tenant shall have the right to assign Tenant's interest in this Lease from time to time throughout the Lease Term provided each such assignee assumes all of Tenant's obligations under the Lease and Tenant obtains Landlord's prior consent, such consent not to be unreasonably withheld. Tenant agrees that any assignment will not alter the manner in which payments are made to Landlord. After the completion of the Project on the Leased Premises, Landlord agrees that Tenant shall be released from any further obligations under this Lease if Landlord is provided with a fully executed original assignment and said assignment provides that the assignee will assume each and every one of the terms, covenants and provisions contained in this Lease and it is established that the assignee is a reputable company financially stable enough to perform the obligations of the Lease.

Notwithstanding the foregoing, without the prior consent of Landlord, Tenant shall be permitted in all instances to (i) make an assignment to an affiliate of Tenant or a direct or indirect subsidiary of Tenant to whom Tenant also transfers the Solar Array, (ii) make an assignment through merger, consolidation or sale of all or substantially all of Tenant's stock or assets including the Solar Array, or (iii) sell, transfer, assign or pledge its interest in this Lease to Tenant's lender or financing party in connection with the financing of the construction, installation and operation of the Solar Array.

ARTICLE XI.
Default

Section 11.1 - Default by Tenant. Each of the following events shall be defaults under this Agreement with respect to Tenant (each, a "Tenant Event of Default"):

(a) If default shall be made in the due and punctual payment of any Basic Rent payable under this Lease or any part thereof, when and as the same shall become due and payable, and such default shall continue for [REDACTED] after written notice from Landlord to Tenant specifying the items in default; [REDACTED]; or [REDACTED];

(b) Neglect or failure by the Tenant to perform or comply with any of the agreements, terms, covenants or conditions of this Lease, other than those referred to in subsection (a) above, for a period of [REDACTED] after written notice from the Landlord to the Tenant specifying the items in default, or in the case of a default which cannot with due diligence be cured within [REDACTED], failure of the Tenant within [REDACTED] to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and to completion; or

(c) The commencement of any bankruptcy proceedings by or against the Tenant, provided, however, the commencement of an involuntary proceeding against Tenant shall not be a Tenant Event of Default if Tenant is diligently pursuing the dismissal of any such involuntary proceeding and accomplishes such cure within [REDACTED].

Section 11.2 - Landlord's Remedies. Subject to the provisions of Article IX, if a Tenant Event of Default shall have occurred and be continuing, Landlord shall give written notice to Tenant specifying the Tenant Event of Default (the "Tenant Event of Default Notice") and provide Tenant with [REDACTED] in which to cure such Tenant Event of Default. If Tenant has not cured such Tenant Event of Default within [REDACTED] of its receipt of the Tenant Event of Default Notice, Landlord may, at its election and in addition to all other rights and remedies provided at law, in equity or elsewhere herein, terminate this Lease by giving Tenant written notice of Landlord's intention to do so (the "Landlord Termination Notice").

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Upon any such termination, Tenant shall be afforded [REDACTED] to remove the Solar Arrays from the Leased Premises, unless a longer period is otherwise agreed to by the Parties in writing.

If a Tenant Event of Default occurs and Landlord elects not to terminate this Lease, then Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to pay any sums or do any act on behalf of Tenant, in order to cure a default by Tenant, and any sums expended by Landlord, together with interest thereon at a rate of [REDACTED], shall be immediately due and payable by Tenant to Landlord.

In addition to the foregoing, if Tenant shall fail to promptly cure any non-monetary default and such default has created an emergency situation or risk of injury to person or property, Landlord shall be entitled to notify Tenant of its intention to cure such default, and if Tenant fails to immediately take action to effect such cure, Landlord shall be entitled to cure such default and Tenant shall reimburse Landlord for all reasonable costs incurred by Landlord in effecting such cure, including reasonable attorneys' fees incurred.

Section 11.3 - Default by Landlord and Tenant's Remedies. If Landlord shall fail to observe or perform any provision hereof and such failure shall continue for [REDACTED] after notice to Landlord of such failure, then a default under this Agreement with respect to Landlord shall exist (each, a "Landlord Event of Default"); provided, however, that in the case of any such failure which cannot with due diligence be cured within such [REDACTED], if Landlord shall commence promptly to cure the same and thereafter prosecute the curing thereof with due diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with due diligence, unless such Landlord Event of Default would cause Tenant to be in default, beyond applicable notice and cure periods, under a sublease, in which event Landlord shall not have any longer cure period than [REDACTED] prior to the end of such cure period given to Tenant under the applicable sublease, provided that Tenant informs Landlord in writing of the length of such cure period. Tenant shall have the right to cure any Landlord Event of Default and offset the cost of such cure from Basic Rent due hereunder; provided that any such offset from Basic Rent shall not exceed [REDACTED] of the then applicable monthly installment(s) of Basic Rent due and payable by Tenant; provided, further, that Tenant shall be entitled to continue to offset from Basic Rent until such time as Tenant has recouped all of its expenditures from curing such Landlord Event of Default. Such deductions from rent by Tenant shall not constitute a default by Tenant unless Tenant shall fail to pay the amount of such deduction within [REDACTED] after final adjudication that such amount is owing to Landlord and all appeal periods have expired without the filing of an appeal.

If a Landlord Event of Default shall have occurred and be continuing, and Landlord fails to cure any such Landlord Event of Default within [REDACTED] after the date of an additional written notice from Tenant to Landlord, Tenant may terminate this Lease by giving Landlord notice of Tenant's intention to do so (the "Tenant Termination Notice"). [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]. In addition, Tenant shall have any and all additional remedies available to it at law or in equity.

Section 11.4 - Non-Waiver. The Landlord's or Tenant's failure to act upon a breach of any of the covenants of this Lease by the other party shall in no way constitute a waiver of the rights of such party, at any time in the future, to act upon such default; nor shall any such failure to act prevent the Landlord or Tenant from acting in the event of any other or further breach of the other party's covenants. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by the Landlord and Tenant.

Section 11.5 – Attorneys' Fees. In the event that either party to this Lease brings an action against the other to enforce any covenant of this Lease, including actions for rent or other payments due and actions in summary process, the prevailing party shall be indemnified by the other party against all legal costs and charges, including reasonable attorneys' fees.

ARTICLE XII.
Termination and Surrender

Section 12.1 - Condition of Premises. Upon expiration or other termination of this Lease, the Solar Arrays and any improvements constructed on the Leased Premises by Tenant shall be removed by Tenant within [REDACTED] after expiration or other termination of the Lease, unless a longer period is otherwise agreed to by the Parties in writing. All trade fixtures and signs, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant and may be removed by the Tenant or anyone claiming under the Tenant at any time or times during the Lease Term. If any such trade fixtures, solar arrays or signs are not removed within [REDACTED] after expiration or other termination of the Lease, or such additional time as may be granted by Landlord, they shall be deemed to be abandoned.

[REDACTED]

Section 12.3 - Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of the Lease Term or any renewal or extension thereof, without the written consent of the Landlord, such holding over shall be deemed to create a month to month tenancy at a rate equal to [REDACTED] of the monthly Basic Rent as designated in the year of expiration, subject to all other terms and conditions of this Lease in effect immediately prior to such expiration, except those relating to the term of this Lease. Nothing herein shall waive the Landlord's right to file an eviction based upon the Tenant's hold over and continued possession after the expiration of the term.

ARTICLE XIII.
Intentionally Omitted

ARTICLE XIV.
Concluding Provisions

Section 14.1 - Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.

Section 14.2 - Brokerage. The Landlord and the Tenant hereby represent and agree that they have neither communicated nor dealt with any real estate broker or agent in connection with the Leased Premises or the transaction contemplated herein. The Landlord and the Tenant agree that if either has communicated or dealt with any other real estate broker or agent who makes a claim for commission in connection with this transaction, then the party so communicating or dealing shall indemnify and hold the other party harmless against any costs or expenses, including the cost of defense, resulting from any such claim.

Section 14.3 - Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 14.4 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.5 - Notice. Any notice, demand, offer or other written instrument (“Notice”) required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by Registered or Certified Mail, Return Receipt Requested, addressed to the Landlord Notice Information or Tenant Notice Information, as applicable, that appears on the first page of this Agreement.

Any Notice to be given to the estate of any deceased or incompetent person shall be addressed to the personal representative of such deceased or incompetent person at the address of such representative or, if there is no personal representative, to the estate of the deceased or incompetent person at the address set forth in this Section.

Either party may change its address set forth in this Section by giving Notice to the other party, and if applicable, to the holder of any leasehold mortgage, in accordance with this Section.

Notice shall be effective upon hand delivery or, if by registered or certified mail or Federal Express or similar overnight delivery, the date of receipt or rejection evidenced on the return receipt.

Section 14.6 - Arbitration. In the event of any dispute concerning the condemnation award proceeds pursuant to Article VIII among or between any party bound by the terms of this Agreement, such dispute shall be settled by arbitration at the local office of the American Arbitration Association in accordance with the rules of the American Arbitration Association as then existing, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Section 14.7 - Notice of Lease. This Lease shall not be recorded, but a memorandum of lease (the “Memorandum”) conforming to the requirements of the law of the Project State identified on the first page of this Agreement shall be recorded. All governmental charges attributable to the execution or recording of this Memorandum shall be paid by the party requiring the recording of the Memorandum.

Section 14.8 - Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 14.9 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted to render such portion valid or consistent.

Section 14.10 - Transmittal of Lease. This Lease is transmitted for examination only and does not constitute an offer to lease, and this Lease shall become effective only upon the execution and unconditional delivery thereof by both parties hereto.

Section 14.11 - Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to any choice of law or conflict of law principles.

Section 14.12 - Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns.

Section 14.13 - Force Majeure. Except as otherwise specifically provided elsewhere in this Lease, in any case where either party is required to do any act (other than Tenant's obligation to pay Basic Rent), the time for such performance shall be extended by the period of delays caused by fire or other casualty, government regulations, adverse weather conditions, acts of god, terrorism or other causes beyond the reasonable control of such party, and not the result of the fault or negligence of the affected party and such event or circumstance could not have been prevented or overcome by such party through the exercise of due diligence.

Section 14.14 - Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Section 14.15 - Effective Date. This Agreement shall be effective between the parties as of the date this Agreement is executed by both Landlord and Tenant.

Section 14.16 - Confidentiality. Landlord and Tenant agree that they and their respective agents and employees will keep the provisions of this Lease in confidence and shall not publish or disclose any of the terms and provisions hereof at any time during the Lease Term. The restrictions contained in this Section shall not apply to disclosures which are required to be made by Landlord or Tenant by law, in connection with litigation, to prospective purchasers, assignees, subtenants, mortgagees, investors, title companies or to their respective accountants, affiliated entities, attorneys and financial institutions.

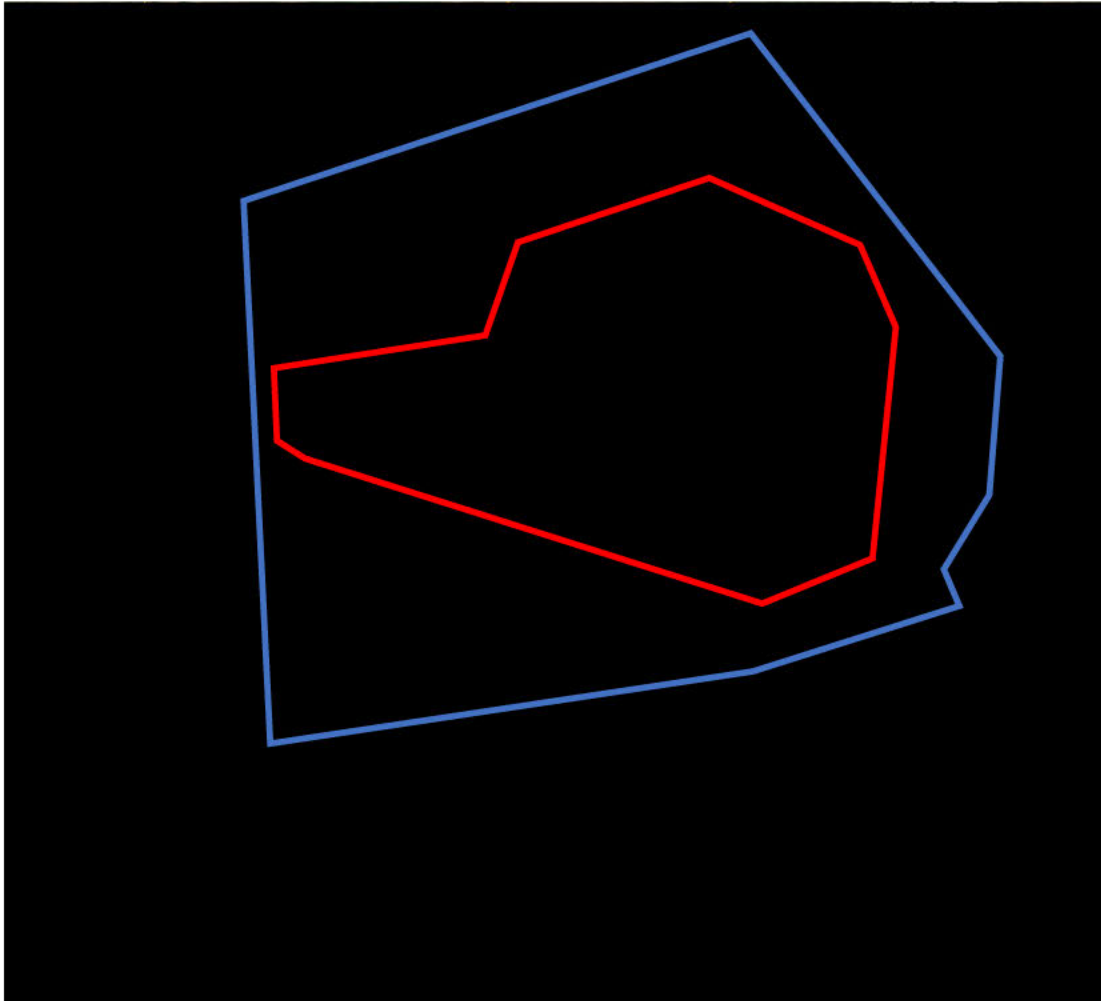
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EXHIBIT D
LEASED PREMISES

Site Address: N. Sweetmans Lane, Millstone Township, NJ 08535

Parcels: Block Number: 27, Lot Number: 16.04
 Block Number: 27, Lot Number: 16.05
 Block Number: 27, Lot Number: 16.06
 Block Number: 27, Lot Number: 16.07

Aerial View:



The “Leased Premises” is the area of the parcels indicated in red above, containing approximately [REDACTED], together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel area, and shall include additional reasonable areas necessary and appropriate for purposes of interconnection of the solar array to the electrical infrastructure of the local electric utility. A running description of the Leased Premises will be substituted upon the completion of engineering and a site survey.

EXHIBIT E
MEMORANDUM OF COMMENCEMENT DATE AND LEASE TERM

This Memorandum of Commencement Date and Lease Term is by and between [_____, _____], a [STATE] [ENTITY TYPE] with an address of [_____, _____, _____] (“Landlord”) and **VCP Realty, LLC**, a Connecticut limited liability company with an address of 150 Trumbull Street, 4th Floor, Hartford, CT 06103 (“Tenant”).

STATEMENT OF FACTS

A. On _____, 20____, Landlord and Tenant entered into a Lease Agreement for that certain [*insert descriptor, i.e. piece of land, rooftop, etc.*] known as _____, _____ containing approximately _____ [*acres of land, square feet, etc.*] (the “Lease”).

B. Pursuant to Section 1.2 of the Lease, the Landlord and Tenant agreed to execute a memorandum setting forth the Commencement Date and Lease Term.

IT IS AGREED:

1. The Landlord and Tenant agree that the Commencement Date of the Lease is _____, 20____; and that the Initial Term of the Lease shall expire on _____, 20____.

2. Except for the matters set forth herein, the Lease shall be unmodified and remain in full force and effect.

Signed this _____ day of _____, 20____.

Witnessed by:

LANDLORD:

Print Name:

By _____

Its _____, duly authorized

Print Name:

TENANT:
VCP Realty, LLC

Print Name:

By _____

Its _____, duly authorized

Print Name:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, a member of _____, a
_____, on behalf of the _____.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, an Authorized Person of VCP Realty, LLC, a Connecticut limited
liability company, on behalf of the limited liability company.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

EXHIBIT F
LIST OF DUE DILIGENCE MATERIALS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

EXHIBIT G
TITLE ENCUMBRANCES



EXHIBIT H
FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 20__, by and between _____, whose business address is _____, hereinafter referred to as "**Tenant**", and _____, whose address is _____, hereinafter referred to as "**Mortgagee**".

Reference is made to that certain lease (hereinafter referred to as the "**Lease**") dated _____, 20__, from _____, as Landlord ("**Landlord**"), to Tenant, as tenant of premises at _____, more fully described therein.

Reference is further made to a certain mortgage dated _____, 20__, now held by Mortgagee, as heretofore amended and extended (the "**Mortgage**"), covering the property demised by the Lease, the Mortgage having been recorded in _____.

Tenant and Mortgagee hereby agree as follows:

1. The Lease and the rights of Tenant thereunder are hereby subordinated and shall be and remain subordinated to the Mortgage and the lien thereof, and to any and all extensions, replacements, modifications, consolidations, spreaders and extensions thereof.

2. Mortgagee hereby consents to the Lease and agrees that:

(a) notwithstanding the Mortgage and the lien thereof, or any extension, modification, consolidation, spreader or extension thereof, or any other restriction, lien, encumbrance, right, title or interest now or hereafter held by Mortgagee, or any default, expiration, termination, foreclosure, sale entry or other act or omission under, pursuant to or affecting any of the foregoing, Tenant shall not be disturbed in peaceful enjoyment of the Premises or any rights, privileges and benefits under the Lease terminated or canceled at any time, except in the event Landlord shall have the right to terminate the Lease under the terms and provisions expressly set forth therein.

(b) in the event Mortgagee should succeed to Landlord's rights, title and interest as Landlord under the Lease, Mortgagee will perform, fulfill and observe all of Landlord's representations, warranties and agreements set forth in the Lease while it is Landlord thereunder.

3. In the event of a foreclosure of the Mortgage, Tenant agrees to attorn to and recognize the purchaser at the foreclosure sale as Landlord under the Lease for the balance of the then remaining term of the Lease subject to all of the terms and provisions of the Lease.

4. The agreements contained herein shall bind and inure to the benefit of the successors and assigns in interest of the parties hereto, and, without limitation of the foregoing generality, the agreements of Mortgagee herein shall specifically be binding upon any purchaser or successor of said property at a sale foreclosing said Mortgage or in lieu of such foreclosure.

5. If the loan made by Mortgagee is secured by a deed of trust or security deed rather than a mortgage, all reference herein to Mortgage shall be construed as referred to such other type of security interest.

IN WITNESS WHEREOF, the parties hereof have caused the execution hereof as of the day and year first above written.

Attest: _____

By: _____

Vice President

Attest:

MORTGAGEE:

By: _____

EXHIBIT I

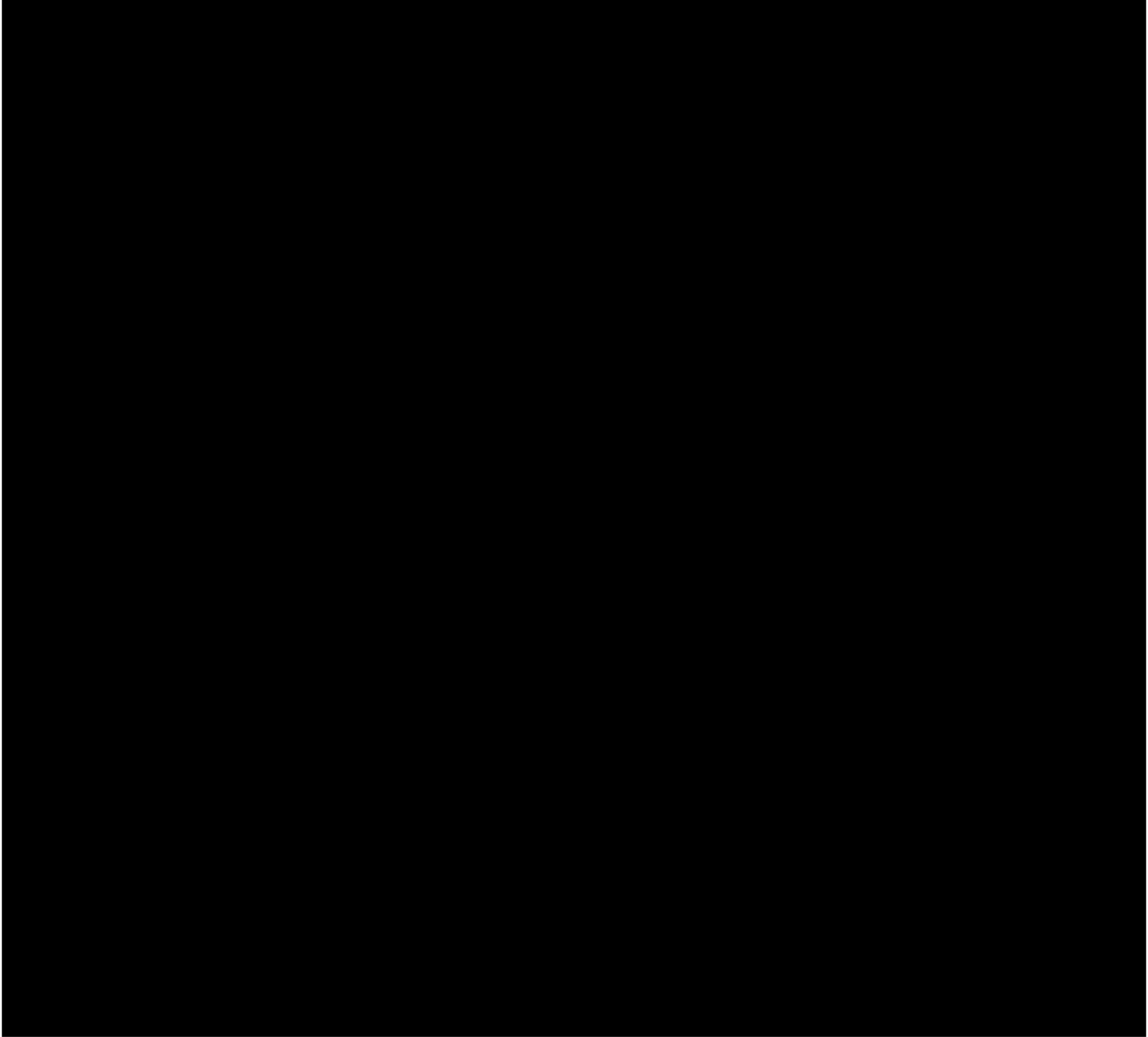


EXHIBIT J. STATEMENT ON COMMUNITY ENGAGEMENT

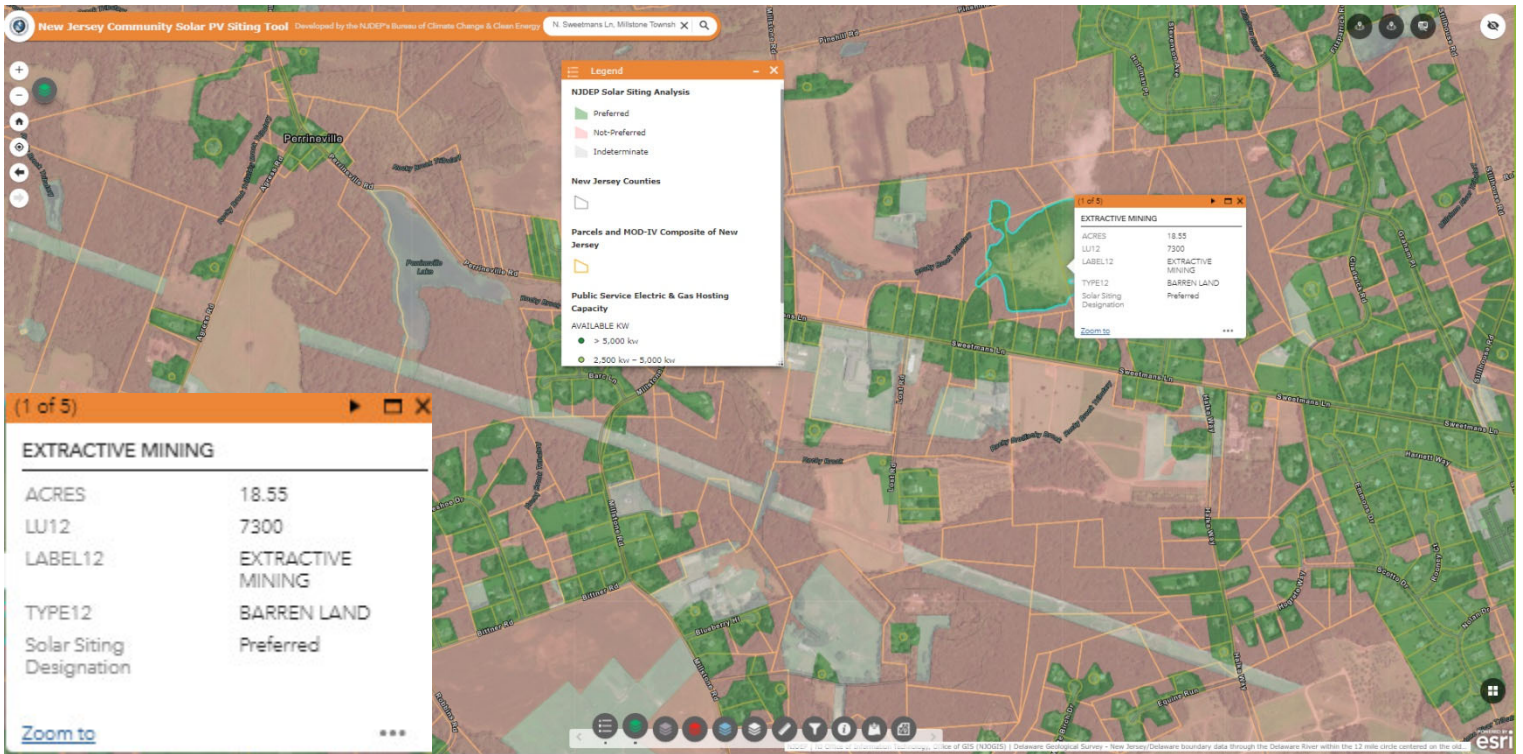
As noted in question 2. Of section X. Community Engagement of the application form, the applicant does not currently have a letter of support from the host municipality regarding the proposed Millstone Solar One Community Solar Project. However, it is the goal of Verogy and Millstone Solar One to work in a collaboration with Millstone Township on this proposed community solar project as it provides a unique opportunity for the redevelopment of a former sand and gravel pit / former mine.

The proposed Millstone Solar One community solar project has the opportunity to provide a number of benefits to Millstone Township and it's community members. For example:

1. The closure of the mine to install a community solar project will result in reduced traffic, noise, and dust from the activities currently permitted on the parcels
2. Millstone Township will see an increase in new tax revenues from the project with no draw on Township resources
3. Site enhancements include the establishment of meadow habitat within the project area through the planting and management of pollinator habitat seed mixes
4. Due to the setting, location, and existing vegetation that will remain on the parcels, the proposed project would likely be concealed from neighboring property owners and public vantage points

In addition to the benefits and site enhancements mentioned above, the Verogy and Millstone Solar One believe that the siting of a community solar project on this former mine would support a current goal of Millstone Township. That goal being to "Promote the utilization of renewable energy resources in appropriate locations" as is published under the Utility Service section of the "Millstone Township Master Plan" dated November 2017.

Figure 1. According to the New Jersey Community Solar PV Siting Tool, the proposed location for the Millstone Solar One Community Solar Project is “Preferred”.



(2 of 5)

Property Classification: 1

| | |
|----------------------|---|
| OWNER INFORMATION | |
| Owner Name | PRESTON PROPERTIES, LLC |
| Owner Address | 312 MONMOUTH RD MILLSTONE TWP, NJ 08510 |
| PROPERTY INFORMATION | |
| Street Address | N. SWEETMANS LANE |
| City | MILLSTONE TWP |
| County | MONMOUTH |
| Block Number | 27 |
| Lot Number | 16.04 |
| Qualifier | |

[Zoom to](#)

(3 of 5)

Property Classification: 1

| | |
|----------------------|---|
| OWNER INFORMATION | |
| Owner Name | PRESTON PROPERTIES, LLC |
| Owner Address | 312 MONMOUTH RD MILLSTONE TWP, NJ 08510 |
| PROPERTY INFORMATION | |
| Street Address | N SWEETMANS LA |
| City | MILLSTONE TWP |
| County | MONMOUTH |
| Block Number | 27 |
| Lot Number | 16.06 |
| Qualifier | |
| Property Class | 1 |

[Zoom to](#)

(4 of 5)

Property Classification: 1

| | |
|----------------------|---|
| OWNER INFORMATION | |
| Owner Name | PRESTON PROPERTIES, LLC |
| Owner Address | 312 MONMOUTH RD MILLSTONE TWP, NJ 08510 |
| PROPERTY INFORMATION | |
| Street Address | N. SWEETMANS LANE |
| City | MILLSTONE TWP |
| County | MONMOUTH |
| Block Number | 27 |
| Lot Number | 16.05 |
| Qualifier | |

[Zoom to](#)