

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

Project Name: AMT-54

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

**I. Applicant Contact Information**

Applicant Company/Entity Name: Infinite Power and Storage LLC

First Name: Gregory Last Name: Ashley

Daytime Phone: (408) 421-2941 Email: ipsllc@goodkrops.com

Applicant Mailing Address: 1976 Conifer Lane

Municipality: San Jose County: Santa Clara Zip Code: 95142

- 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): Blue Bird Community Solar L

First Name: William Last Name: Hilliard

Daytime Phone: (415) 830-8699 Email: bill@generatecapital.com

Mailing Address: 555 De Haro Street # 300

Municipality: San Francisco County: San Francisco Zip Code: 94107

**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): Infinite Power and Storage LLC

First Name: Gregory Last Name: Ashley

Daytime Phone: (408) 421-2941 Email: ipsllc@goodkrops.com

Mailing Address: 1976 Conifer Lane

Municipality: San Jose County: Santa Clara Zip Code: 95142

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): Aston Solar Energy LLC  
 First Name: Thomas Last Name: Chen  
 Daytime Phone: (908) 392-6185 Email: tchen@astonsolar.com  
 Mailing Address: 255 Old New Brunswick Rd, Ste S235  
 Municipality: Piscataway County: Middlesex Zip Code: 08854

**IV. Property/Site Owner Information**

Property Owner Company/Entity Name: American Tower Corp  
 First Name: Richard Last Name: Rossi  
 Daytime Phone: (781) 926-4500 Email: richard.rossi@americantower.com  
 Applicant Mailing Address: 10 Presidential Way  
 Municipality: Woburn County: Middlesex Zip Code: 01801

**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): 0.3 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): 80 Talmadge Road  
 Municipality: Edison County: Middlesex Zip Code: 08817  
 Name of Property (optional, complete if applicable): \_\_\_\_\_

Property Block and Lot Number(s): Block # 123; Lot # 13  
 Community Solar Site Coordinates: -74.3923229 Longitude 40.5292863 Latitude

Total Acreage of Property Block and Lots: 4.05 acres  
 Total Acreage of Community Solar Facility: 0.34 (Rooftop) 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.):* February (month) 2022 (year)

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

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

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

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

**VII. Community Solar Facility Siting**

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

If "Yes," attach proof of site control.

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

If "Yes," explain the modification below.

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

Landscaping with construction of sidewalk and fence around the property. See Exhibit for Landscape Plan

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)
Building/Construction Permit	Edison Township	N/A
Electrical Permit	Edison Township	N/A
Utility Opening Permit	Middlesex County	N/A

- 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*):  
40

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: 100% Commercial: 0%  
 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: Blue Bird Community Solar Contact Name: Micha Levin  
 Daytime Phone: TBD Email: CommunitySolar@GenerateCapital.

\*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.

We will be consulting with the Township and local community organizations during the project development process and will provide opportunities for public intervention and outreach.

**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 \$)	\$750,000
Net Installed Cost (in \$/Watt)	\$2.50
Initial Customer Acquisition Cost (in \$/Watt)	\$0.10
Annual Customer Churn Rate (in %)	3%
Annual Operating Expenses (in c/kWh)	11
Levelized Cost of Energy ("LCOE") (in c/kWh)	7

- 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:

Federal Investment Tax Credit (ITC), Federal Modified Accelerated Cost Recovery System (MACRS), NJ TRECs, NJ Solar Energy Sales Tax Exemption, NJ Property Tax Exemption for Renewable Energy Systems.

**XII. Other Benefits**

- The proposed community solar facility will be paired with storage .....  Yes  No  
 If "Yes," please describe the proposed storage facility:

a. Storage system size: \_\_\_\_\_ MW \_\_\_\_\_ MWh

b. 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: 1

Will these charging stations be public and/or private? Private

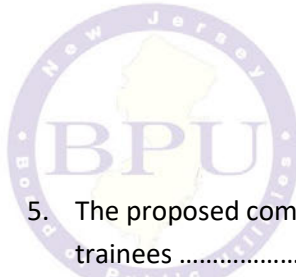
Please provide additional details:

See Exhibit - EV Charging Station Spec Sheet

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: 10  
 If "Yes," estimated number of permanent jobs created in New Jersey: 1  
 If "Yes," explain what these jobs are:

Landscape and Maintenance



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):

Aston Solar has been working with Information & Technology Management to provide PV training program and apprenticeship since 2017. See Exhibit - Job Training Opportunities.

**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):
- That the project is sited on the property of a multi-family building.
  - 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**

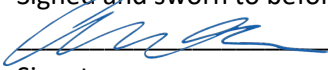
The undersigned warrants, certifies, and represents that:

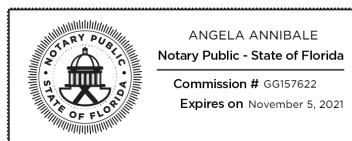
- 1) I, Gregory Ashley (name) am the Owner (title) of the Applicant Infinite Power and Storage LLC (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- 2) The information provided in this Application package has been personally examined, is true, accurate, 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: Gregory William Ashley Date: February 4, 2021

Print Name: Gregory W. Ashley  
 Title: Owner Company: Infinite Power and Storage LLC

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

  
 Signature  
Angela Annibale  
 Name



**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, Gregory Ashley (name) am the Owner (title) of the Project Developer Infinite Power and Storage 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: Gregory William Ashley

Date: 02/05/2021

Print Name: Gregory William Ashley

Title: Owner

Company: Infinite Power and Storage LLC

STATE OF FLORIDA, COUNTY OF BROWARD

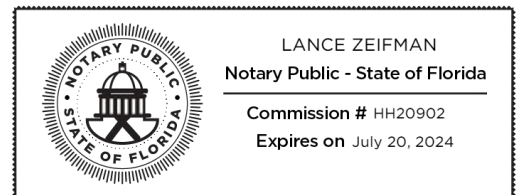
Signed and sworn to before me on this 5th day of February, 2021

[Signature]

Signature

Lance Zeifman

Name



Gregory William Ashley provided a California Driver License as identification.

Notarized online using audio-video communication

**Project Owner Certification**

The undersigned warrants, certifies, and represents that:

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

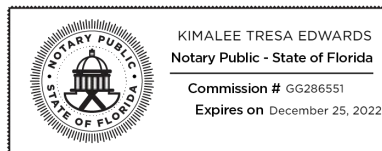
Signature: *William Joseph Hilliard* Date: 02/04/2021

Print Name: William Hilliard  
 Title: Operating Partner Company: Generate Capital Inc.

State of Florida County of Broward

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

*Kimalee Tresa Edwards*  
 Signature  
Kimalee Tresa Edwards  
 Name  
 Commission expires 12-25-2022



Notarized online using audio-video communication



Property Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, Richard Rossi (name) am the SVP & General Counsel, U.S. Tower (title) of the Property 80 Talmadge Road, Edison, NJ (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: *Richard Rossi*

Date: 2-4-2021

Print Name: Richard Rossi

Title: SVP & General Counsel, U.S. Tower

Company: American Towers LLC

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

Signature *Carol Maxime*  
Carol Maxime

Name



**GAROL MAXIME**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 13, 2023



Subscriber Organization Certification (optional, complete if known)

The undersigned warrants, certifies, and represents that:

- 1) I, \_\_\_\_\_ (name) am the \_\_\_\_\_ (title) of the Subscriber Organization \_\_\_\_\_ (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) 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
- 5) 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name



**Section D: Appendix**

**Appendix A: Product Offering Questionnaire**

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

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

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

This Product Offering applies to:

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

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

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

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

6. Special conditions or considerations:



**Appendix B: Required Attachments Checklist**

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

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

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

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

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



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



Appendix C: Evaluation Criteria

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

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



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

# List of Exhibits

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- Exhibit A     Generate Capital Inc. Overview
- Exhibit B     Blue Bird Community Solar LLC Ownership Structure
- Exhibit C     Delineated Site Map Plan
- Exhibit D     Proof of Site Control
- Exhibit E     Evidence Roof Structure is able to support solar system
- Exhibit F     EDC Capacity Hosting Map
- Exhibit G     Project Cost
- Exhibit H     Landscaping Plan
- Exhibit I     Community Energy Experience & LMI Renewable Goals in NJ
- Exhibit J     EV Charging Station Spec Sheet
- Exhibit K     Job Training Opportunities
- Exhibit L     Additional Documents
  - Sample Community Subscriber Agreement (Solar Guaranteed Savings)
  - More about Generate Capital



# Exhibit A

Generate Capital Inc. Overview

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## Company Overview

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### About Generate Capital Inc.

Generate is a leading owner and operator of energy infrastructure. Our company builds, owns, operates, and finances infrastructure assets involving the world's critical resources: energy, water, agriculture, and basic materials.

Generate has deep experience investing in distributed energy assets with a proven track record of successful operations and customer-centric service. We have nearly \$1 billion in distributed infrastructure assets under management. We serve over 400 companies and communities nationwide including some of the country's largest: Walmart and the city of New York. We manage approximately 2,000 distinct assets, 700 solar assets, with our 30+ project developers, system integrators and technology partners. We have never had an OSHA recordable injury to any Generate employee. Generate also performs regular third-party safety audits and has a safety training program for employees

Though Generate is headquartered in San Francisco, a significant portion of our 80+ employees are based on the east coast, onboarding and managing our assets. Generate currently partners with developers in community energy states, New York State, Minnesota and Illinois as a "one stop shop" capital provider, partner, as well as owner and operator. Generate enables projects to reach completion by providing a variety of development, construction, and permanent capital for projects. Community Solar and C&I solar are major focus areas for Generate. We have deployed more than \$280 million into these sectors.

Generate sees great potential benefit for New Jersey electricity users through immediate long-term guaranteed savings, ease of billing and peace of mind. We're excited to continue to support the communities of New Jersey with cleaner, cheaper local power. Generate's values are integrity, collaboration, excellence, intellectual honesty, and accountability. We have found our trusted, long term partner relationships are based on shared values. The Generate team brings a willingness to dig in and work with our partners to find solutions that enable the end customer to save seamlessly from sustainability.

# Exhibit B

Blue Bird Community Solar LLC  
Ownership Structure

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January 31, 2021

State of New Jersey  
Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0350

To whom it may concern:

This note is to confirm that Bluebird Community Solar LLC is a 100% wholly owned subsidiary of Generate Capital, Inc. Generate Capital is the ultimate owner and operator of the projects submitted with this application.

Best Regards,

A handwritten signature in cursive script that reads "Bill Hilliard".

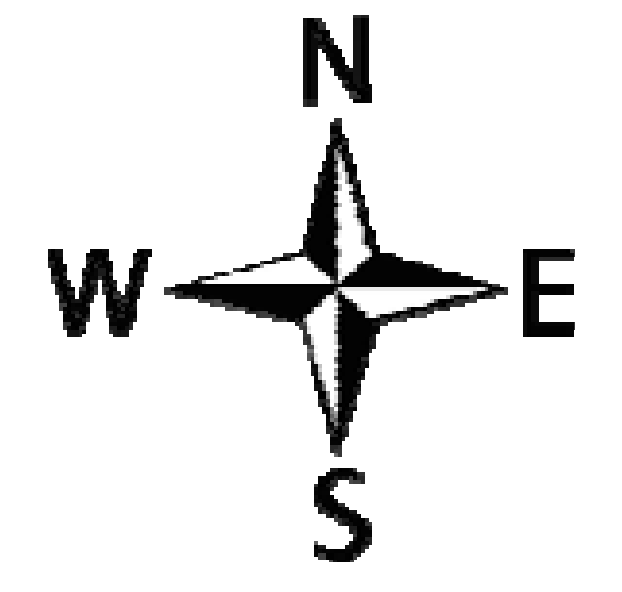
Bill Hilliard, Operating Partner  
Generate Capital, Inc.  
[Bill@GenerateCapital.com](mailto:Bill@GenerateCapital.com)  
(415) 830-8699

# Exhibit C

## Delineated Site Map Plan

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**SITE MAP PLAN**



BARNs

PV ARRAYS

**BEFORE YOU DIG  
CALL TOLL FREE  
IN NJ  
1-800-272-1000  
THREE WORKING DAYS BEFORE YOU DIG**



0.3MW

NO.	DATE	REVISIONS	BY	CHK.

DESIGNED BY:	SCALE: AS SHOWN	CLIENT:
DRAWN BY:	DATE:	
CHECKED BY:	PROJECT NO:	
CLIENT APPROVAL BY:	REVISION NO:	


DRAWING NAME: SITE MAP PLAN	SHEET NO: 1
PROJECT NAME:	
PROPERTY LOCATION: 80 Talmadge Road, Edison, NJ, 08817 Block # 123; Lot # 13	

# Exhibit D

Proof of Site Control

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# Exhibit E

Evidence Roof is structurally  
able to support a solar system

---



Synergic Design Architects  
31 Dorr Rd  
New Providence NJ 07974

Feb 2, 2021

The Building Inspector

Re: Barn Structures

To whom it may concerns:

The designed pole barn structure is sufficient to take up additional load of the solar panels in New Jersey.

If you have any additional questions, please call me at 908-429-7707.

Thank you, Sincerely,

A handwritten signature in black ink that reads "Malathi". The signature is written in a cursive style with a horizontal line underneath the name.

Malathi Ananthkrishnan

NJ LIC. No. A01574800

908.429.7707 (ph)908.464.6369 (fax)  
[www.synergicdesign.com](http://www.synergicdesign.com)

# Exhibit F

EDC Capacity Hosting Map

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Show search results for 40.5292...

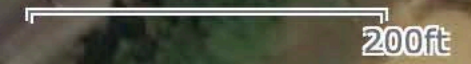
(1 of 2)

**PSEG Hosting Capacity**

VOLTAGE	13kV
AVAILABILITYDISPLAY	333.3884
AVAILABLE KW	333.39

[Zoom to](#)

-74.392 40.529 Degrees



# Exhibit G

Project Cost

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# PROJECT COST

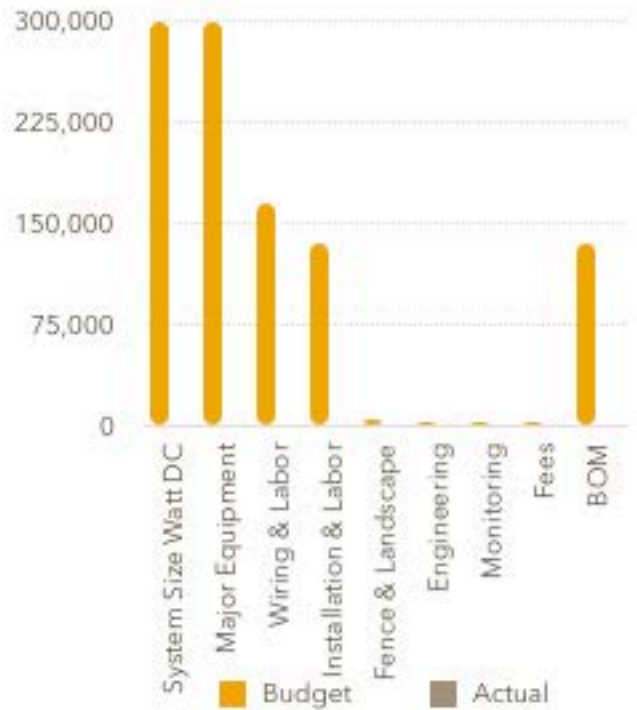
NJ Rooftop Solar Project  
Quote by Aston Solar

## ACTUAL SUMMARY



- System Size Watt DC
- Major Equipment
- Wiring & Labor
- Installation & Labor
- Fence & Landscape
- Engineering
- Monitoring
- Fees
- BOM

## BUDGET VS. ACTUAL



## SUMMARY BY CATEGORY

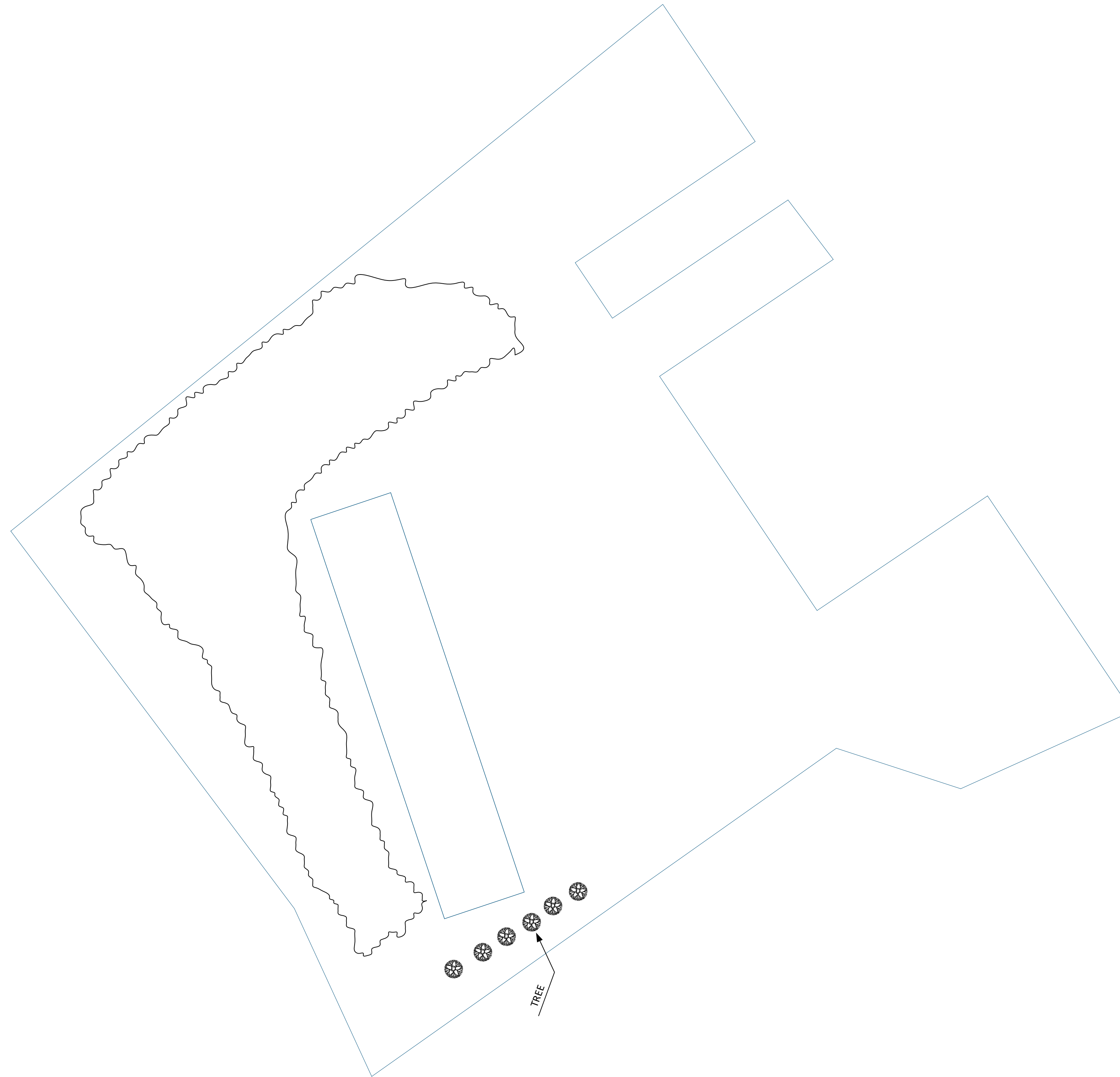
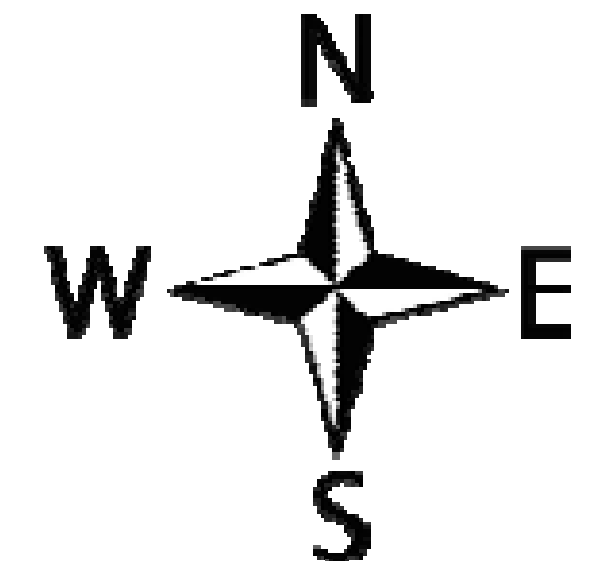
Category	Budget	Actual	Difference
System Size Watt DC	300,000		
Major Equipment	\$300,000.00	\$0.00	\$300,000.00
Wiring & Labor	\$165,000.00	\$0.00	\$165,000.00
Installation & Labor	\$135,000.00	\$0.00	\$135,000.00
Fence & Landscape	\$6,000.00	\$0.00	\$6,000.00
Engineering	\$3,000.00	\$0.00	\$3,000.00
Monitoring	\$3,000.00	\$0.00	\$3,000.00
Fees	\$3,000.00	\$0.00	\$3,000.00
BOM	\$135,000.00	\$0.00	\$135,000.00
<b>Total</b>	<b>\$750,000.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>

# Exhibit H

## Landscaping Plan

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**LANDSCAPE PLAN**



					DESIGNED BY:	SCALE: AS SHOWN	CLIENT:	DRAWING NAME: SITE MAP PLAN	SHEET NO: 1
					DRAWN BY:	DATE:		PROJECT NAME:	
					CHECKED BY:	PROJECT NO:		PROPERTY LOCATION: 80 Talmadge Road, Edison, NJ, 08817 Block # 123; Lot # 13	
					CLIENT APPROVAL BY:	REVISION NO:			
NO.	DATE	REVISIONS	BY	CHK.					

# Exhibit I

Community Energy Experience  
& LMI Renewable Goals in NJ

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## **Generate's Community Energy Experience & LMI Renewable Goals in NJ**

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Generate is particularly proud to commit to LMI participation of at least 51% on the project. Generate's goal is to deliver social energy equity to LMI subscribers in as many states as possible.

The Subscriber Manager Organization for this project has not been officially determined in NJ because Generate is in talks to finalize terms with a NJ partner who currently manages over 2600 accounts in NJ LMI zip-codes. This NJ Subscriber Organization has relationships with amongst others: Food Bank of South Jersey, Community Food Bank of NJ, and the Salvation Army Atlantic City Corps. Generate recognizes this partner's local experience and their ability to interface with LMI communities in NJ.

Generate has extensive experience in meeting subscriber needs in community energy markets in other states. In NY, Generate has always offered a clear guaranteed Community solar savings discount rate to subscribers. In order to serve marginalized communities, Generate has worked to eliminate FICO requirements on many of its solar assets in NY, and will continue to this practice in NJ.

Generate works with many leading community energy subscriber managers in many states. Generate works closely with them to improve subscriber experience: education, onboarding, billing, and subscriber support. The landing pages of a sample of subscriber organizations Generate has worked with or is considering working with in NJ are included below.

Generate hopes to serve the NJ market by providing clean energy, education, energy-equity, subscriber savings, and a smooth subscriber experience, and will notify the Board as soon as the final decision on the subscriber organization is made.

**SOLSTICE**  
Solar for every American

ABOUT ▾ COMMUNITY SOLAR ▾ OUR WORK ▾ CUSTOMERS ▾ BLOG LOGIN [Go Solar >](#)

## SOLSTICE IS A GREENER FUTURE FOR ALL

Solstice allows you to support clean energy,  
green jobs, and create a more inclusive  
tomorrow for all Americans

[GO SOLAR](#)

**AMPION**  
RENEWABLE ENERGY

**PTA**  
New York State  
Partnership for  
Clean Energy

### Clean, renewable energy for everyone

In partnership with the New York State PTA, Ampion and Renewable Access are connecting people and solar energy companies to lower costs and protect the environment. Community Solar is one of the easiest ways to support local clean power generation and save money. For each approved signup through this webpage, your local PTA will receive a \$50 donation which will be distributed by the state PTA office. Each subscriber will also receive a \$50 Visa gift card.\*

\*Some restrictions may apply. Please check back for details by email or your local PTA office.

Enter your email address and zip code to get started

Select Your PTA  
New York State PTA (by default) (You can change this later)

Email Address  Zip Code [Check Availability](#)

[LEARN MORE](#)

### Search Projects

Search for projects near you

  SORT BY: **Launch Date**   AVG ELECTRIC BILL: **\$125**

Most Savings



**AMPION** Ampion Energy  
★★★★★ 1 Reviews

#### Reisender Solar

Ellenville, NY

Contract Type: Save 10% on bill credits  
Cancellation: No cancellation fee

Estimated Annual Savings: **\$89**

PROJECT DETAILS

SUBSCRIBE

Most Savings



**AMPION** Ampion Energy  
★★★★★ 1 Reviews

#### New Beginnings

Kingston, NY

Contract Type: Save 10% on bill credits  
Cancellation: No cancellation fee

Estimated Annual Savings: **\$89**

PROJECT DETAILS

SUBSCRIBE



**Natura**  
★★★★

#### Wappinger Falls

Wappinger Falls, NY

Contract Type: Save 10% on bill credits  
Cancellation: No cancellation fee

Estimated Annual Savings: **\$89**

PROJECT DETAILS



## Save 2 things with the flick of a switch

Solar that makes for a cooler planet  
Solar that saves you 10%



[HOME](#) | [ABOUT](#) | [COMPANY](#) | [PRESS](#) | [CONTACT](#)

[COMMUNITY SOLAR](#) | [CUSTOMER ACQUISITION](#) | [RESOURCES](#) | [REP LOGIN](#) | [SUBSCRIBE](#)

[CONTACT US](#)

## COMMUNITY POWER PARTNERS SOLAR FOR ALL - SOLAR FOR YOU

By subscribing to a share of one of Community Power Partners community solar farms, you can achieve guaranteed savings on your home's electricity costs while supporting locally generated clean, green renewable energy.

[SUBSCRIBE](#)

# Exhibit J

EV Charging Station  
Spec Sheet

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- + Easy to install
- + Liquid cooled
- + Low maintenance, easy to own
- + Cable management
- + 10" screen
- + CCS1 / CCS2
- + CHAdeMO
- + Brandable exterior
- + Optional credit card reader
- + IP65

## RT175-S/175kW **Specifications**

OUR INNOVATION • YOUR FUTURE



## USER UNIT

<b>CONNECTORS</b>	Single: CCS   Dual: CCS and CHAdeMO
<b>CONNECTOR TYPE(S)</b>	<b>Worldwide:</b> CCS2 or CCS2 and CHAdeMO <b>US &amp; Canada:</b> CCS1 or CCS1 and CHAdeMO
<b>OUTPUT VOLTAGE</b>	200V - 920V DC
<b>OUTPUT CURRENT</b>	CCS: up to 350A CHAdeMO: up to 200A
<b>IP RATING</b>	IP65 (NEMA 3R)
<b>IK RATING</b>	IK10 (IK8 Screen)
<b>EFFICIENCY</b>	98.5% at full load (350A, 500V)
<b>OPERATING TEMPERATURE</b>	-30°C to 50°C (-22°F to 122°F)
<b>STORAGE TEMPERATURE</b>	-55°C to 80°C (-67°F to 176°F)
<b>CREDIT CARD READER</b>	Optional
<b>RFID READER</b>	Fitted standard
<b>DIMENSIONS</b>	2,011mm (67") (H) x 993mm (33") (W) x 532mm (19") (D) Note: Width excludes plugs
<b>WEIGHT</b>	260kg (573lb)
<b>SHIPPING WEIGHT</b>	310kg (683lb) (estimate)
<b>AUTHENTICATION / PAYMENT</b>	RFID only OR Credit Card Reader with RFID
<b>CABLE LENGTH</b>	4.1m reach (13'5" reach)
<b>CABLE MANAGEMENT</b>	Fitted standard
<b>COMPLIANCE</b>	UL NRTL certification FCC Class A

## A U S T R A L I A • U S A • E U R O P E

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## ISOLATED POWER UNIT

<b>INPUT VOLTAGE</b>	<b>Worldwide (400VAC):</b> 400VAC 3ph ±10%   50Hz ±10%   Derate the power below -10% to -15%   270A nominal   300A maximum (at low line level)		
	<b>US &amp; Canada (480VAC):</b> 480VAC 3ph ±10%   60Hz ±10%   Derate the power below -10% to -15%   225A nominal   250A maximum (at low line level)		
	<b>Canada (600VAC):</b> 600VAC 3ph ±10%   60Hz ±10%   Derate the power below -10% to -15%   180A nominal   200A maximum (at low line level)		
<b>INPUT OVERVOLTAGE CATEGORY</b>	Category III		
<b>OUTPUT VOLTAGE   POWER</b>	950V DC   Up to 178kW		
<b>ISOLATION BETWEEN AC MAINS &amp; EV</b>	Reinforced Isolating transformer with double/reinforced insulation		
<b>EFFICIENCY</b>	96% at full load		
<b>POWER FACTOR</b>	>0.99		
<b>TOTAL HARMONIC DISTORTION (THD)</b>	<5%		
<b>OPERATING TEMPERATURE</b>	-10°C to 50°C (-14°F to 122°F)	5% to 95% RH Non Condensing (without optional cold kit)	
	-30°C to 50°C (-22°F to 122°F)	5% to 95% RH Non Condensing (with optional cold kit)	
<b>STORAGE TEMPERATURE</b>	-55°C to 80°C (-67°F to -176°F) 5% to 95% RH Non Condensing		
<b>NETWORK CONNECTION</b>	Ethernet to User Unit		
<b>WEIGHT</b>	Without transformer: 500kg (1102lb)   With transformer: 988kg (2178lb)		
<b>SHIPPING WEIGHT</b>	Without transformer: 590kg (1301lb)   With transformer: 1078kg (2377lb)		
<b>DIMENSIONS</b>	2,147mm (7'1") (H) x 650mm (2'2") (W) x 1,055mm (3'6") (D)		
<b>IK RATING</b>	IK10		
<b>IP RATING</b>	IP55 (NEMA 3R)		
<b>WIRELESS UPLINK</b>	3G/4G cellular communications with failover redundancy		
<b>WIRED UPLINK</b>	Ethernet		
<b>POWER SUPPLY</b>	Battery-backed UPS functionality for reliable telemetry at all times		
<b>SOFTWARE SUPPORT</b>	OCPP v1.6J support for management and billing		
<b>SECURITY</b>	SSH with EC keys and unique password for manufacturer diagnostics		
<b>POWER CONTROL</b>	Supports OCPP charging profiles (OCPP v1.6J)		
<b>CONTROL PLATFORM</b>	Included in the Power Unit		
<b>POWER SHARING</b> (Optional)	Configurable site-level power demand management		

## EMC

<b>EMC</b>	<b>Worldwide:</b>	EMC Directive	Immunity: Class A	Emissions: Class A
	<b>USA:</b>	FCC	Immunity: Class A	Emissions: Class A



## AC GRID INTERFACE

<b>VOLTAGE</b>	<b>Worldwide (400VAC):</b> 400VAC 3ph ±10%
	<b>US &amp; Canada (480VAC):</b> 480VAC 3ph ±10%
	<b>Canada (600VAC):</b> 600VAC 3ph ±10%
<b>FREQUENCY</b>	<b>Worldwide:</b> 50Hz ±10%
	<b>US &amp; Canada:</b> 60Hz ±10%
<b>MAXIMUM CURRENT AT LOW LINE LEVEL</b> (Nominal voltage -10%) <b>AND PF = 0.99</b>	<b>Worldwide (400VAC):</b> 300A
	<b>US &amp; Canada (480VAC):</b> 250A
	<b>Canada (600VAC):</b> 200A
<b>OVER CURRENT PROTECTION DEVICE REQUIRED (OCPD) IN SITE DISTRIBUTION BOARD</b>	<b>Worldwide (400VAC):</b> 300A Circuit Breaker (recommended) (The circuit breaker nominal rating MUST not exceed 300A in order to maintain primary protection for the LV transformer in the IPU) (If a 350A circuit breaker is used the buried cable gauge MUST be increased)
	<b>US &amp; Canada (480VAC):</b> 320A UL Listed Circuit Breaker (recommended) (The circuit breaker nominal rating MUST not exceed 320A in order to maintain primary protection for the LV transformer in the IPU)
	<b>Canada (600VAC):</b> 250A UL Listed Circuit Breaker (recommended) (The circuit breaker nominal rating MUST not exceed 250A in order to maintain primary protection for the LV transformer in the IPU)
<b>FAULT CURRENT LIMITING FUSES IN SITE DISTRIBUTION BOARD</b>	Current limiting fuses or a UL recognised current limiting circuit breaker MUST be installed if available fault current exceeds 18kA Note: The IPU has an option to upgrade the SCCR to 100kA
<b>RESIDUAL CURRENT MONITORING IN SITE DISTRIBUTION BOARD</b> (Optional)	If a residual current monitoring device is required by local regulation it shall be of time delay type
<b>UNDER-VOLTAGE RELAY IN SITE DISTRIBUTION BOARD</b> (Optional)	The isolated power unit includes circuitry to locally isolate the charger's power circuit if the safety loop monitoring the door switches and tilt sensors is triggered. The IPU can also be isolated upstream in the event of a safety loop trigger event by including an under-voltage relay coil on the feeder circuit breaker in the site distribution board. Tritium Veefil chargers should only be installed by a licensed contractor and a licensed electrician, in accordance with all local and national codes and standards to meet current NEC and NFPA 70E requirements. This may include additional, lockable disconnect mechanisms within line of sight of the supplied equipment.
<b>MINIMUM BURIED CABLE SIZE FOR AC LINK</b> (Length of AC link cables and system efficiency should be considered when sizing cables)	<b>Worldwide (400VAC):</b> Twin 70mm <sup>2</sup> Cu for L1, L2, L3 Single 70mm <sup>2</sup> Cu for PE
	<b>US &amp; Canada (480VAC):</b> Twin 3/0 Cu for L1, L2, L3 Single 3/0 Cu for PE
	<b>Canada (600VAC):</b> Twin 1/0 Cu for L1, L2, L3 Single 1/0 Cu for PE
<b>MAXIMUM LENGTH OF BURIED CABLES FOR MINIMUM AC LINK CABLE SIZE SPECIFIED</b>	200m (656ft) (To maintain feeder voltage drop below 3%)

Note: This specification is correct at the date of release (listed at the bottom). For the most recent specification, see the website.

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# Exhibit L

## Additional Docs

- Sample Community Subscriber Agreement  
(Solar Guaranteed Savings)
  - More about Generate Capital
-

Powered by Bluebird Community

**COMMUNITY DISTRIBUTED GENERATION CREDIT  
SALE AND PURCHASE AGREEMENT**

**ABSTRACT**

- **You are receiving this agreement because of your interest in Bluebird Community Solar's Community Distributed Generation ("CDG") Offering.** Bluebird Community Solar owns, maintains and operates one or more existing or soon to be constructed community solar arrays (each a "Solar Facility"). The Solar Facilities are part of the New York Public Service Commission's CDG Program. The CDG program allows customers of the same utility to receive dollar credits on their energy bill, known Community Distributed Generation Credits ("Bill Credits"). These credits are associated with electricity produced by this Solar Facility, but they are not Renewable Energy Certificates ("RECs").
- **You are not purchasing energy from the Solar Facility.** You are entering into an agreement with Bluebird Community Solar to purchase Bill Credits. You will remain a customer of **UTILITY NAME HERE** ("Utility") and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits. Bluebird Community Solar is not a Competitive Energy Supply Company ("ESCO") and this is not an Energy Supply contract.
- **The amount of Bill Credits you receive will vary month to month.** Bluebird Community Solar will subscribe you to a percentage of the Solar Facility's generation, and will instruct Utility to assign Bill Credits associated with that generation to your account. This may result in an offset of up to 100% of your Utility invoice every month. This offset level will change slightly from month to month due to factors such as fluctuations in sunlight.
- **You will pay Solar Producer for all Bill Credits you receive at a 10% discount.** This means that you will have to pay Solar Producer 90% of the value of Bill Credits you receive. For example, for every \$1.00 of bill credits you receive, you must pay Solar Producer **\$0.90**. Because the amount of Bill Credits varies month to month, your payment will vary month to month as well. You will receive a separate invoice from Solar Producer for these charges ("Solar Producer's Invoice") within 30 days from when you see Bill Credits on your Utility Invoice. Solar Producer reserves the right to implement consolidated billing in the future, in which case you will no longer receive Solar Producer's Invoice, and instead only receive a single invoice from the Utility reflecting the 10% discount on the value of the Bill Credits you receive. For example, under consolidated billing, if the value of your Bill Credits in a given month is \$100, your Utility invoice will reflect a \$10 savings (instead of receiving \$100 in Bill Credits on your Utility, and being required to pay a Solar Producer's Invoice of \$90).
- **[ ] is not a Solar Producer or a Utility.** The solar power industry is growing rapidly, and companies such as Bluebird Community Solar are building and operating Community Solar Facilities ("Solar Farm(s)"). [ ], however, is not a producer or developer of solar power, nor an electric utility. **[ ] is a third-party service provider that facilitates your relationship with a solar producer as an agent of the solar producer, as described below in this agreement.**

**By signing this agreement,** you agree to be legally bound to the following terms and conditions:

This Community Distributed Generation Credit Sale and Purchase agreement ("agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), between \_\_\_\_\_ ("Subscriber") and Bluebird Community Solar ("Solar Producer", and, together with Subscriber, each a "Party" and collectively the "Parties"). This agreement shall continue indefinitely until terminated in accordance with the provisions of Section 5 or 6.

1. Allocation of Community Distributed Generation Credits.

- a. Subject to Section 4(b) of this agreement, for each Billing Period during the term of this agreement, Solar Producer shall allocate, sell, assign, and facilitate delivery of Bill Credits associated with Subscriber's allocation of a Solar Facility's production capacity. Solar Producer will initially assign Subscriber to an eligible Solar Facility based on available capacity, and will notify Subscriber by email upon such assignment to an eligible Solar Facility. Subscriber's initial allocation will be set not to exceed one hundred percent (100%) of Subscriber's actual historical annual energy consumption, or an estimate of annual consumption if actual data is not available. Solar Producer will provide Subscriber with notice of its allocation after Solar Producer has reviewed Subscriber's energy consumption data. Solar Producer makes no representations concerning the exact amount of Bill Credits associated with that allocation which will be available during any billing period. Solar Producer also makes no representations concerning the value of the Bill Credits provided to Subscriber, which is calculated by Utility.
- b. Solar Producer shall have the right to make minor adjustments to Subscriber's allocation hereunder in future Billing Periods with or without notice to subscriber.
- c. Subscriber authorizes Solar Producer and its third-party subcontractor [\_\_\_\_] ("Service Provider"), which will provide on-line billing, payment, and allocation management services under this agreement, to obtain and review the following information from the Utility: Consumption history and billing determinants. This information will not be disclosed to any other third party except Service Provider unless required by law. Service Provider is obligated to maintain confidentiality of such information and disclosure is limited to the extent reasonably necessary for administration of this agreement, notwithstanding Section 7 of this agreement. Subscriber further authorizes Solar Producer to share such information to any of its successors or assigns pursuant to Section 7, and/or any third-party contractor succeeding Service Provider, as necessary to effectuate the terms of this agreement and otherwise allowed by applicable law. This authorization will be effective from the signature date of this contract until the Initial Term and any Renewal Terms have elapsed. Subscriber may rescind this authorization at any time by terminating the agreement pursuant to Section 5, below.
- d. Should Utility cause Subscriber's Electric Account to be changed or modified for any reason, including but not limited to a change in the address of the Subscriber's Electric Account, Subscriber shall immediately notify Solar Producer of this change and the extent of the modification and provide to Solar Producer a copy of the written notification from the Utility. This agreement shall be null and void upon notice of such change, if said change is deemed to disqualify the Subscriber by the terms of the Solar Producer's requirements. Solar Producer reserves the right to cancel this agreement should Subscriber fail to notify Solar Producer of changes or modifications to Solar Producer's Electric Account. Subscriber will forfeit the right to receive Bill Credits between date of change to Electric Account and reinstatement of this agreement, if applicable.
- e. Subscriber hereby certifies that all information provided by Subscriber to Service Provider in connection with Service Provider obtaining Subscriber's credit history for purposes of determining Subscriber's eligibility is accurate. To be eligible to receive Bill Credits, Subscriber must, in addition to other provisions provided herein, have a FICO score or, if Subscriber does not have a FICO score, demonstrate to Service Provider's satisfaction, in Service Provider sole discretion, that Subscriber has not failed to make any payment due for electricity service (e.g., payment to Utility) within the preceding twelve (12) months. Subscriber authorizes, or has previously authorized, Service Provider to obtain Subscriber's soft credit score, and to share the results of Subscriber's credit inquiry with Solar Producer and its affiliates, provided that Service Provider will keep this information confidential and will use it solely for the

purposes set forth herein. Subscriber understands that soft credit checks will have no impact upon credit, but may appear on personal credit reports for up to two (2) years. The previous sentence notwithstanding, Subscriber will be notified in the event any adverse action is taken as a result of the credit report and/or score, be provided with the contact information for the reporting agency that provided the credit report, and be informed of Subscriber's right to obtain a free copy of that report and dispute its accuracy.

## 2. Payment for Community Distributed Generation Credits

- a. For each Billing Period (e.g., monthly) until the end of this agreement, Solar Producer shall provide to Subscriber an invoice ("Solar Producer Invoice") via email. Included in the invoice will be a line item identifying the payment due from Subscriber, which will be equal to (1) 90% of the value of the Bill Credits allocated to Subscriber's Utility bill, plus (2) any and all applicable federal, state, municipal, or other governmental duties, fees, levies, ad valorem, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes ("Taxes"). Solar Producer will not begin charging Subscriber under this agreement until Subscriber has been assigned to an eligible Solar Facility in accordance with Section 1.a of this agreement, and the Utility has begun to process Bill Credits associated with the Solar Facility's generation on Subscriber's Utility bill.
- b. Solar Producer may, but is not obligated to, authorize Subscriber to pay the Solar Producer Invoice by credit or debit card. If Subscriber is authorized to pay by credit or debit card, a 3.5% convenience fee applies. The exact dollar amount of the convenience fee will be displayed on your Solar Producer Invoice.
- c. In the event Subscriber fails to pay any amount due hereunder by the date on which such amount is due, Solar Producer shall be entitled to charge Subscriber interest on such unpaid amount at a rate equal to one and one half percent (1.5%) per month (or the maximum allowable by law), commencing on the 21<sup>st</sup> day following the due date for payment as prescribed in paragraph 2(b) herein.
- d. The above subsections notwithstanding, Solar Producer reserves the right, in its sole discretion, to implement consolidated billing in the future pursuant to the New York State Public Service Commission's ("NY PSC") December 12, 2019 Order in Case 19-M-0463, including any future amendments or changes thereto. Subscriber agrees to promptly and in good faith execute such amendments to this agreement or other documents as reasonably necessary to effectuate consolidated billing upon receipt of written notice from Solar Producer of such election under this subsection.

## 3. Mutual Cooperation/Dispute Resolution

- a. If Subscriber, in good faith, disputes an amount billed by Solar Producer as provided in this agreement, Subscriber shall promptly notify Solar Producer of the basis for the dispute no later than the fifth (5<sup>th</sup>) business day after Solar Producer's invoice of Subscriber. The Parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Subscriber or Solar Producer in a timely manner.
- b. If Subscriber, in good faith, disputes an amount paid to Solar Producer as provided in this agreement, Subscriber shall notify Solar Producer within six (6) calendar months from the date of such payment. The Parties agree to seek resolution in good faith. Upon resolution of the dispute, any required disbursements or payments shall be made to Subscriber or Solar Producer, where appropriate, with clear communication regarding the method and timing of these disbursements or payments.
- c. If Subscriber, in good faith, wishes to file any other complaint or dispute with Solar Producer, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 13, below. Subscriber may also file a complaint at any time with the New York State Department of Public Service ("NY DPS") using the contact information listed in Section 10 of this

agreement. The late charge provided in paragraph 2(c) is suspended for any charge that is the subject of a pending complaint before the Solar Producer or the NY PSC. In this instance, the late charge is limited to two months of the pendency of the complaint if final resolution of the complaint directs payment of the entire disputed amount to the Solar Producer unless otherwise authorized by the NY PSC.

- d. Subscriber may, at any point during a dispute or complaint resolution process, request a written report from Solar Producer detailing all attempts to resolve the complaint or dispute.
  - e. Any dispute, claim or controversy arising out of or relating to this agreement that is not resolved in accordance with the above sections within thirty (30) days after notice of the dispute, claim or controversy has been delivered to either party shall be determined by arbitration at a location that is reasonably convenient to Subscriber and Solar Producer before a single arbitrator, or by small claims court as provided in Section 3(h). The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
  - f. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AGREES TO GIVE UP THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This means that Subscriber may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this agreement. If this class action waiver is invalidated, then the dispute will be resolved in court.
  - g. BY AGREEING TO THIS SECTION 3, SUBSCRIBER AND SOLAR PROVIDER WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.
  - h. Either party shall have the right to arbitrate or to go to small claims court if the small claims court has the power to hear the dispute, claim or controversy arising out of or relating to this agreement. Arbitration will resolve all disputes, claims or controversies that the small claims court does not have the power to hear. If there is an appeal from the small claims court, or if the dispute, claim or controversy changes such that the small claims court loses the power to hear it, then the dispute, claim or controversy will be heard only by an arbitrator.
  - i. The dispute resolution provisions under this Section 3 are governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.
4. Subscriber's Acknowledgements.
- a. Subscriber understands that the Solar Facility will deliver electricity to the Utility and not to Subscriber. The Utility will make all calculations and determinations regarding the amount of the Bill Credit to be applied to Subscriber's electric account, which calculations shall be made pursuant to applicable law and regulations. Subscriber further understands that it has no ownership or other interest in the electricity generated by the Solar Facility, and that this agreement is only for the sale by Solar Facility and the

purchase by Subscriber of Bill Credits.

- b. Subscriber understands that as of the Effective Date, Subscriber may not yet have been assigned to a Solar Facility by Solar Producer, and/or the Solar Facility may not yet be constructed and operating. Subscriber further understands that it will not receive any Bill Credits until it has been assigned to a Solar Facility by Solar Producer, the Solar Facility has been fully constructed, achieves commercial operation and begins generating electricity, and the Utility has begun to process Bill Credits associated with Solar Facility generation.
- c. Subscriber understands that Subscriber has no ownership interest in any Solar Facility, or any part thereof; nor can Subscriber claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally other than the Bill Credits.
- d. Pursuant to the NY PSC's Orders governing the CDG Program, Solar Producer is required to provide Subscriber with the CDG Participant Customer Disclosure Form (the "Disclosure Form") that has been provided to Subscriber together with this agreement. Subscriber acknowledges and agrees that Subscriber will receive, complete and execute the Disclosure Form, and that this agreement shall not be effective, and Subscriber shall not be eligible to receive Bill Credits, until Subscriber has returned such completed and executed Disclosure Form to Subscriber, in addition to this executed agreement.
- e. SUBSCRIBER UNDERSTANDS THAT UNDER THIS AGREEMENT, THERE ARE NO GUARANTEES OF SAVINGS, AND SOLAR PRODUCER CANNOT GUARANTEE WHETHER THE VALUE OF BILL CREDITS PROVIDED BY THE UTILITY WILL INCREASE OR DECREASE AND, IF IT DOES, BY HOW MUCH. SOLAR PRODUCER ALSO DOES NOT GUARANTEE ANY MINIMUM SOLAR FACILITY PRODUCTION OR BILL CREDIT AMOUNTS TO SUBSCRIBER.
- f. Subscriber understands that this agreement is a purchase contract and not a security registered under federal or state law. Subscriber is entering into this agreement solely to receive Bill Credits as an energy-related commodity for use at the Utility account identified by it, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this agreement. Subscriber does not have an interest in the profits or losses of the Solar Facility and will not otherwise be entitled to any profit related to the Solar Facility or by entering into this agreement.

5. Term and Termination of Agreement.

- a. This agreement shall continue indefinitely until terminated in accordance with the provisions of this Section 5.
- b. Notwithstanding anything to the contrary contained herein, Subscriber may terminate this agreement by giving Solar Producer written notice ninety (90) days before the desired termination date. In the event Subscriber provides notice of termination, Subscriber will continue to be allocated Bill credits until the earlier of (i) the date that is ninety (90) days after notice of termination provided to Solar Producer or (ii) the date that the Solar Producer replaces the Subscriber with a new qualifying Customer at the Solar Producer's discretion. There is no fee for early termination of this agreement.
- c. Notwithstanding anything to the contrary contained herein, Solar Producer may terminate this agreement at any time by giving Subscriber written notice that it will no longer allocate Bill Credits to Subscriber. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this agreement.

- d. Upon termination, Sections 3, 9, 10, 11 and 12 shall survive, regardless of the reasons for such termination.
- e. In addition, notwithstanding the foregoing or any other provision set forth herein, Subscriber may cancel this agreement without charge or penalty within three (3) business days of signing pursuant to Section 10, below.

6. Events of Default.

- a. The following shall constitute an Event of Default hereunder:
  - i. The failure of Subscriber to pay any undisputed sum within 30 days of the date due, as defined on the invoice, is considered to be an event of default. Subscriber shall not be in default on such occasions if the amount due is received by Solar Producer within five (5) days after Subscriber's receipt of Solar Producer's notice of default.
- b. Immediately upon an Event of Default of Subscriber, Solar Producer may, in its sole discretion, terminate this agreement by giving Subscriber written notice thereof and allocate and/or assign to a third party the electricity allocated to Subscriber by the terms of this agreement.

7. Assignment.

- a. Subscriber may not assign this agreement. Subscriber may, however, change the address for the electric account to which the Bill Credits are applied so long as (i) Subscriber provides written notice to Solar Producer and (ii) the new address is serviced by the same Utility that provided service to the old address. The change in address will be effective upon the Utility allowing Solar Producer to make such change, which generally occurs within 30 days. Solar Producer will not be liable for any Bill Credits lost as a result of such change of address.
- b. Solar Producer may assign, sell or transfer the Solar Facility and this agreement, or any part of this agreement or the exhibits, and Solar Producer may subcontract any obligations under this agreement, without Subscriber's consent. In the event any such assignment extends to all of Solar Producer's obligations under this agreement, Solar Producer will be released from all Solar Producer's liabilities and other obligations under this agreement. Assignment, sale or transfer generally means that Solar Producer would transfer certain of Solar Producer's rights and obligations under this agreement to another party. If requested by Solar Producer, Subscriber agrees to execute and deliver to any such transferee, assignee or financing partner an acknowledgment and confirmation of your obligations under this agreement as may be reasonably requested by Solar Producer.

8. Force Majeure. If Solar Producer is unable to perform all or some of its obligations hereunder because of a Force Majeure Event, Solar Producer will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Solar Producer's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (e.g., when a Force Majeure Event is over, Solar Producer will make repairs); and
- b. No Solar Producer or Subscriber obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force



Majeure Event;

- c. The Solar Producer provides notice to Subscriber of the Force Majeure Event within a reasonable period of time after the occurrence thereof describing the particulars of the occurrence and the anticipated period of delay; and
  - d. For purposes of this agreement, the term “Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Solar Producer’s fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility caused by: flood, fire, lightning, earthquake, tornado, hurricane, other “Acts of God”, war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid, any failure of equipment not utilized by Solar Producer or under Solar Producer’s control, or any failure of the Solar Facility to produce electricity not caused by Solar Producer’s fault or negligence.
9. HEFPA Rights. Subscriber is entitled to protections pursuant to the Home Energy Fair Practices Act, Part 11 of Chapter 16 of the Rules and Regulations of the State of New York (“HEFPA”), which covers but is not limited to third party notification rights; a prohibition against security deposits in certain circumstances; limitations on estimated billing; limitations on back billing; and limitations on late charges. More information about Subscriber’s HEFPA protections are available online at <http://www.dps.ny.gov>. An annual notification of Subscriber’s rights under HEFPA will also be provided to Subscriber directly by the Utility. If subsequent changes in applicable law require Solar Producer to provide additional information about Customer’s HEFPA rights, Solar Producer shall provide Customer with such additional information within a reasonable time and in accordance with the provisions of HEFPA Section 18(a)(i).
10. UBP-DERS Rights. Subscriber is entitled to protections pursuant to the Uniform Business Practices for Distributed Energy Resource Suppliers, including, but not limited to, the right to cancel this agreement without penalty within three (3) business days of the original effective date without charge or penalty; the right to information regarding Subscriber’s mechanisms for handling billing questions, disputes, and complaints; and contact information for the New York State Department of Public Service in the event of a dispute or complaint with Solar Producer. Contact information for the New York State Department of Public Service is as follows:

Office of Consumer Services  
NYS Department of Public Service 3  
Empire State Plaza  
Albany, NY 12223  
Ph.: 1-800-342-3377

Hours of operation of the NY DPS as of the date of this agreement: 8:30 a.m. - 4:00 p.m.

Notice of cancellation of this agreement pursuant to this Section 10 may be given in accordance with the provisions of Section 13, below.

11. Limitation of Liability and Disclaimer of Express and Implied Warranties. SOLAR PRODUCER’S AND ITS AGENTS’ LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SOLAR PRODUCER MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR FACILITY OR SOLAR PRODUCER OR ITS AGENTS’ OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL

WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

12. Miscellaneous. This agreement contains the entire agreement between the Parties with respect to the matters hereto, and there are no other agreements, written or oral, between the Parties regarding the subject matter hereof. This agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This law is governed by the internal laws of the State of New York, without regard to the conflicts of laws principles thereof. This agreement may not be amended except pursuant to a writing executed by both Parties. No delay or failure by any Party in enforcing any of such Party's rights hereunder shall be deemed a waiver of any such right.
13. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this agreement shall be in writing, effective upon delivery, and given by (i.) electronic mail or (ii.) Service Provider's online customer service portal, in each case to the address used by such Party, as applicable:

To Solar Producer:

Email: [email]

Telephone (local or toll-free number): [phone#]

To Service Provider:

Email: [email]

Telephone (local or toll-free number): [phone#]

To Subscriber:

Email: \_\_\_\_\_

14. Severability. If any term or provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.

IN WITNESS WHEREOF, this agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first above written.

**SOLAR PRODUCER:**

Bluebird Community Solar

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBSCRIBER:**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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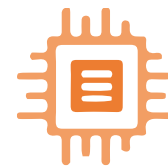
## DECENTRALIZED

From big, monolithic, and inflexible to small, distributed, modular, flexible, and resilient



## DECARBONIZED

From dirty to clean



## DIGITIZED

From analog to digital



## DEMOCRATIZED

From regulated monopolies to customer freedom of choice

# Proof not promises

We make projects happen.

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- Managing > **\$1 billion** in infrastructure assets
- Serving > **400** companies, communities and campuses
- Operating > **2,000** infrastructure assets
- Partnering with **30+** project developers, systems integrators and technology companies

PAUL  
MIDDLETON

CFO, Plug Power

Generate stepped up when we needed them and has stuck by us with a long-term commitment. This relationship has been far more than money. They had the flexibility to meet our needs on project equity, inventory financing and working capital financing.”

# The first infrastructure platform to harness the spectrum of sustainability

With our partners, we build, finance, own and operate sustainable infrastructure



## SUSTAINABLE POWER

- Microgrids
- Solar
- Energy storage
- Efficient Lighting
- HVAC systems
- Fuel cells
- Geothermal
- Biomass & biogas
- Building automation & sensors
- Heat pumps
- Smart meters



## SUSTAINABLE TRANSPORTATION

- Electric vehicles
- Hydrogen vehicles
- Autonomous vehicles
- Charging depots & infrastructure
- Fleets



## SUSTAINABLE WATER, WASTE & AGRICULTURE

- Anaerobic digesters
- Wastewater treatment
- Desalination
- Food waste management
- Recycling/reuse
- Precision agriculture
- Farm automation
- Irrigation
- Sensors & meters





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Let's Rebuild the World Together