

Section B: Community Solar Energy Project Description

Project Name: AMT-306734

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

I. Applicant Contact Information

Applicant Com	pany/Entity Name: Ir	nfinite Power an	d Storage LLC)
First Name: G			lame: Ashley	
Daytime Phone	e: (408) 421-2941		ipsllc@goodk	rops.com
Applicant Mail	ing Address: 1976 C	onifer Lane		
Municipality:	San Jose	_ _{County:} Santa (Clara	Zip Code: <u>95142</u>
Applicant is:	Community Sola	r Project Owner	🗹 Community	Solar Developer/Facility Installer
	Property/Site Ov	vner	□ Subscriber	Organization
	🗆 Agent (if agent, v	what role is represe	ented)	
II. Community	Solar Project Owner			
First Name: W Daytime Phone	Company/Entity Nan illiam e: (415) 830-8699 ss: 555 De Haro St	Last N	own): Blue Bird lame: <u>Hilliard</u> bill@generate	Community Solar L
	San Francisco		ancisco	Zip Code: 94107
. , _		njCleaner	nergy.com	Plogram
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	al, complete if applicable): Infin	hite Power and Storage LLC
First Name: Gregory	Last Name: Ashle	
Daytime Phone: (408) 421-2941	Email: ipsllc@go	odkrops.com
Mailing Address: 1976 Conifer La		
Municipality: San Jose	County: Santa Clara	Zip Code: 95142

The proposed community solar project will be primarily built by:



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) 392-618	5 Email: tchen@ast	onsolar.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 Towers Inc.

 First Name: Richard
 Last Name: Rossi

 Daytime Phone: (781) 926-4500
 Email:

 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 Co	mpany/Entity Name (optional	, complete if applicable):	
First Name:	Last Nan	าย:	
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): <u>2.97</u> 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): 79 Vestry Rd.				
Municipality: Swedesboro	County: Gloucester	Zip Code: 08085		
Name of Property (optional, complete	e if applicable):			



Property Block and Lot Number(s): Block # 18; Lot # 2 Community Solar Site Coordinates: -75.298186 Longitude 39.695372 Latitude

Total Acreage of Property Block and Lots:96acresTotal Acreage of Community Solar Facility:3.4 (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*

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.



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.

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) ergy.com
- \Box an area of historic fill (see question 9 below)
- ✓ a rooftop (see question 10 below)
- $\hfill\square$ 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)
- \square a former sand or gravel pit or former mine
- \Box farmland* (see definition below)
- \Box 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 <u>et seq</u>.) at any time within the ten year period prior to the date of submission of the Application.

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



- 6. The proposed community solar facility is located, in part or in whole, on land located in:
 - □ the New Jersey Highlands Planning Area or Preservation Area
 - □ the New Jersey Pinelands

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

- 7. If the proposed community solar facility is located, in part or in whole, on a landfill, provide the name of the landfill, as identified in NJDEP's database of New Jersey landfills, available at www.nj.gov/dep/dshw/lrm/landfill.htm:
- 8. If the proposed community solar facility is located, in part or in whole, on a brownfield, has a final remediation document been issued for the property? 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? 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? 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? \mathbf{V} Yes \Box No If "Yes," attach substantiating evidence. If "No," the application will not be considered by the Board.
- 11. If the proposed community solar facility is located, in part or in whole, on a water reservoir or other water body ("floating solar"), is the facility located at a water treatment plant or sand and gravel pit that has little to no established floral and faunal resources?



If "Yes," provide supporting details and attach substantiating evidence if needed. *All proposed floating solar projects are required to meet with NJDEP's OPPN prior to submitting an Application. Applicants are responsible for contacting NJDEP with sufficient advance notice to ensure that a meeting will occur prior to the deadline to submit an Application. Please see section VIII Permits, Question 2 for more information.

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

^{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.



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

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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.

Integrating a photo-voltaic generator into greenhouse enables a game-changing vertical farming with net-zero carbon emission. See Exhibit - Agriculture Dual Use



VIII. Permits

The Applicant has completed the NJDEP Permit Readiness Checklist, and will submit it as an attachment to this Application..... Yes No
 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 <u>not required</u> to submit the Permit Readiness Checklist to NJDEP prior to submitting an Application to the Board, except in the case of floating solar projects.

2. The Applicant has met with NJDEP's OPPN □ Yes □ No If "Yes," attach meeting notes or relevant correspondence with NJDEP's OPPN.

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

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

3. The Applicant has received all non-ministerial permits* for this project (optional)

*Receiving all non-ministerial permits is <u>not required</u> 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.

Permitting	Date Permit Applied for (<i>if applicable</i>) /
Agency/Entity	Date Permit Received (if applicable)
Swedesboro Town	N/A
Swedesboro Town	N/A
Gloucester County	N/A
we larcould	
w Jersey s	
	Swedesboro Town Swedesboro Town

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

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.

<u>Exception</u>: 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: <u>https://www.njcleanenergy.com/files/file/CommunitySolar/FY21/8E%20-</u>%200RDER%20PSEG%20Interconnection.pdf.

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



IX. Community Solar Subscriptions and Subscribers

- Estimated or Anticipated Number of Subscribers (please provide a good faith estimate or range): 350
- 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:90%Commercial:10%Industrial:Other:______(define "other":)

- 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.

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?

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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)*
 - \Box 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 \mathbf{V} Yes \Box No If "Yes," the guaranteed or fixed savings are offered as:

 \Box 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:

 \Box 0% - 5% of the customer's annual electric utility bill or bill credit

 \Box 5% - 10% of the customer's annual electric utility bill or bill credit

- $\Box\,$ 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 owners	h <mark>ip o</mark> f a share of
the community solar facility	. 🗖 Yes 🗹 No
If "Yes," include proof of a pathway to ownership of a share of the community sola	r 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:

 \Box 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:
 - \Box 0% 5% of the customer's annual electric utility bill or bill credit
 - \square 5% 10% of the customer's annual electric utility bill or bill credit
 - \square 10% 20% of the customer's annual electric utility bill or bill credit
 - ☑ 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 Sola 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

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.

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 \$)	\$7,425,000
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

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

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

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

- 1. The proposed community solar facility will be paired with storage □ Yes I 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 \Box Yes \Box 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").

2. The proposed community solar facility will be paired with one or more EV charging stations

..... 🗹 Yes 🗆 No

If "Yes," how many EV charging stations: <u>1</u>_____

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

Please provide additional details:

See Exhibit - EV Charging Station Spec Sheet



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

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

Is the proposed community solar project co-located with another community solar facility (as defined at N.J.A.C. 14:8-9.2)?
 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 V No If "Yes," please demonstrate below (and attach supporting documents as relevant):
 - a. That the project is sited on the property of a multi-family building.
 - b. That the project will provide specific, identifiable, and quantifiable benefits to the households residing in said multi-family building.

3. Specific sections throughout the Application Form are identified as optional only if: 1) the Applicant is a government entity (municipal, county, or state), and 2) the community solar developer will be selected by the Applicant via a RFP, RFQ, or other bidding process. Is the Applicant a government entity that plans to select the developer via such bidding process?

..... 🗆 Yes 🗹 No

If "Yes," attach a letter describing the proposed bidding process and a copy of the request for bids (RFP, RFQ, or other bidding document) that is ready to be issued if the project is granted conditional approval by the Board. The Applicant must further commit to issuing said RFP, RFQ, or other bidding process within 90 days of the proposed project being approved by the Board for participation in the Community Solar Energy Pilot Program. The Applicant will be required to provide the information contained in those optional sections to the Board once it becomes known.

- 4. Has the proposed community solar project received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019? □ Yes ☑ No If "Yes," the project may apply to participate in the Community Solar Energy Pilot Program if it commits to withdrawing the applicable subsection (t) conditional certification immediately if it is approved by the Board for participation in the Community Solar Energy Pilot Program. Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.
- 5. The Board has proposed an amendment to the Pilot Program rules, which, if approved, would allow municipally-owned community solar projects to submit an application for a project that requests an exemption from the provisions at N.J.A.C. 14:8-9.10(b)(1) mandating subscriber enrollment via affirmative consent (i.e. an opt-out community solar project). Projects that intend



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

- A. This Application is for an opt-out community solar project.....
- 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

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.

- 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







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, <u>Gregory Ashley</u> (name) am the <u>Owner</u> (title) of the Applicant <u>Infinite Power and Storage LLC</u> (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: Uilliam ashley	Date: February 4, 2021
Print Name: <u>Gregory W. Ashley</u> Title: <u>Owner</u>	Company: Infinite Power and Storage LLC
Signed and sworn to before me on this	<u>4th</u> day of
Signature Angela Annibale	ANGELA ANNIBALE Notary Public - State of Florida Commission # GGI57622 Expires on November 5, 2021
Name Florida Palm Beach	Online Notary

11/05/2021 GG157622 Notarized online using addio-video communication New Jersey Board of Public Utilities Program Year 2, Application Period 1



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, <u>Gregory Ashley</u> (name) am the <u>Owner</u> (title) of the Project Developer <u>Infinite Power and Storage LLC</u> (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
- 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: _ Logary Milliam ashlay

Date: 02/05/2021

Print Name: <u>Gregory William Ashley</u> Title: Owner

Company: Infinite Power and Storage LLC

STATE OF FLORIDA, COUNTY OF BROWARD

Signed and sworn to before me on this <u>5th</u> day of <u>February</u>, 20<u>21</u>

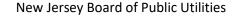
Signature Lance Zeifman

Name

Gregory William Ashley provided a California Driver License as identification.

Notarized online using audio-video communication

Page **28** of **38**



LANCE ZEIFMAN Notary Public - State of Florida

Commission # HH20902 Expires on July 20, 2024



Project Owner Certification

The undersigned warrants, certifies, and represents that:

- 1) I, <u>William Hilliard</u> (name) am the <u>Operating Partner</u> (title) of the Project Owner <u>Generate Capital Inc.</u> (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
- 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.

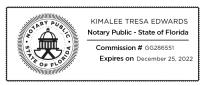
Signature: Villiam Joseph	Hilliard Date: 02/04/2021
Print Name: William Hilliard	
Title: Operating Partner	Company: Generate Capital Inc.

State of Florida County of Broward

Signed and sworn to before me on this _____4th __ day of February _____, 2021

Kimala Tresa Ichurdt

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:

- (name) am the <u>SVP & General Counsel, U.S. Tower</u> (title) of the 1) I, Richard Rossi Property 79 Vestry Rd., Swedesboro, NJ (name) and have been authorized to file this Applicant Certification on behalf of my organization; and
- The information provided in this Application package pertaining to siting and location of the 2) 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
- My organization or I understand that information in this Application is subject to disclosure under 3) 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.

Rink (-Rom 1). Date: 2-4-2021 Signature:

Print Name: Richard Rossi

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

New Jersey Board of Public Utilities

Company: American Towers LLC

Signed and sworn to before me on this 44 day of February 2021 Signature CAROL MAXIME

Name

Notary Public Commonwealth of Massachusetts Commission Expires



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:	DOROUI
Print Name:	CIECHEI	
Title:	njcle Company: <u>av.com</u>	program™

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

 - □ The subscription price has an escalator of ______% every ______ (interval)
- 3. Contract term (length): ______ months, or _____ years OR \Box 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:

- \Box As a percentage of monthly utility bill
- $\hfill\square$ As a fixed guaranteed savings compared to average historic bill
- \Box As a fixed percentage of bill credits
- Other: _____
- 6. Special conditions or considerations:





Appendix B: Required Attachments Checklist

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

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

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



 Proof of a meeting with NJDEP Office of Permitting and Project Navigation ("OPPN"), if applicable. (*) Proof of a meeting with OPPN is optional, except for projects that are in part or in whole a floating solar project. (*) If the Applicant met with OPPN (formerly PCER) during PY1, and there 	p. 14	□Yes □ No
have been no changes to the project or site characteristics, include any		
comments received from OPPN on the PY1 Application.		
Permits received for this site or project.	р. 15	🗆 Yes 🗆 No
Evidence of experience on projects serving LMI communities or partnerships with organizations that have experience serving LMI	p.16	□Yes □ No
communities		
(*) If an affordable housing provider is seeking to qualify as an LMI	p. 17	□Yes □ No
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.		
(*) If the account holder of a master meter will subscribe on behalf of its tenants: signed affidavit from the account holder that the specific,	p. 17	□Yes □ No
identifiable, sufficient, and quantifiable benefits from the community		
solar subscription will be passed through to the tenants	_\\L	11
Evidence that the proposed project is being developed by or in	p. 19	🗌 Yes 🗌 No
partnership and collaboration with the municipality in which the project is located.		
Evidence that the proposed project is being developed in partnership or	р. 19 – 20	🗆 Yes 🗆 No
collaboration with one or more local community organization(s) and/or	Pri	
affordable housing providers in the area in which the project is located.	20	
Evidence that the proposed project is being developed with support and	р. 20	🗆 Yes 🗆 No
in consultation with the community in which the project is located.	p. 22	
(*) If the project is seeking an exemption from the 10-subscriber minimum rule: supporting documents if needed.	p. 22	🗆 Yes 🗆 No
	I	I

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



If the proposed community solar project has received, in part or in whole, a subsection (t) conditional certification from the Board prior to February 19, 2019.	p. 22	□Yes □ No
Attach a signed affidavit that the Applicant will immediately withdraw the applicable subsection (t) conditional certification if the proposed project is approved by the Board for participation in the Community Solar Energy Pilot Program.		
If the proposed community solar project plans to operate as a municipal		
opt-out project, contingent on the Board's approval the relevant proposed		
rules.		
Attach a copy of the municipal ordinance or resolution allowing the development, ownership, and operation an opt-out community solar project, contingent on the proposed rules being approved by the Board	p. 23	□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.	p. 24	□Yes □ 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 <u>a minimum of 50 points total</u> 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)
Low- and Moderate-Income and Environmental Justice Inclusion Higher preference: LMI project	25
 Higher preference: LMI project Siting Higher preference, e.g.: landfills, brownfields, areas of historic fill, rooftops, parking lots, parking decks, canopies over impervious surfaces (e.g. walkway), former sand and gravel pits, floating solar on water bodies at sand and gravel pits that have little to no established floral and faunal resources (*) Medium preference, e.g.: floating solar on water bodies at water treatment plants that have little to no established floral and faunal resources (*) No Points, e.g.: preserved lands, wetlands, forested areas, farmland Bonus points for site enhancements, e.g. landscaping, land enhancement, pollination support (**) Bonus points if project is located in a redevelopment area or an economic opportunity zone (**) 	20 Max. possible bonus points: 3 Max. possible bonus points: 2
*Note: Applicants with a floating solar project must meet with DEP prior to submitting an Application, and take special notice of DEP's siting guidelines.	
The siting criteria for floating solar located at sand and gravel pits that have little to no established floral and faunal resources has been moved from "medium preference" to "higher preference" per a Board Order dated January 7, 2021.	
**Note: bonus points will only be available for projects in the "higher" or "medium" preference siting categories. Projects in the "No Points" siting categories are not eligible for bonus points.	



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

List of Exhibits

Exhibit A	Generate Capital Inc. Overview
EXHIUIT A	Generale 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	Agriculture Dual Use
Exhibit M	Additional Documents - Sample Community Subscriber Agreement (Solar Guaranteed Savings)

- More about Generate Capital

Exhibit A Generate Capital Inc. Overview

GENERATE

Company Overview

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



January 31, 2021

State of New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th 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,

Bill Hilliand

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

Exhibit C

Delineated Site Map Plan



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

<u>SITE MAP PLAN</u>

79 Vestry Rd., Swedesboro, NJ, 08085 Block # 18; Lot # 2

1

Exhibit D

Proof of Site Control

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,

Malattu

Malathi Ananthakrishnan

NJ LIC. No. A01574800

908.429.7707 (ph)908.464.6369 (fax) www.synergicdesign.com

EDC Capacity Hosting Map

New Jersey Community Solar PV Siting Tool Developed by the NJDEP's Bureau of Climate Change & Clean Energy

(1 of 2)

VIESTIN

ACE Hosting Capacity

GISFEEDERID Feeder ID Allowable PV (kW) Max Size Restriction Op Volt Total Active Gen (kW) Total Pending Gen (kW) Total Gen (kW) Feeder Large Gen HC Transformer Large Gen HC 8,912.00 NAME

Zoom to

-75.299 39.693 Degrees

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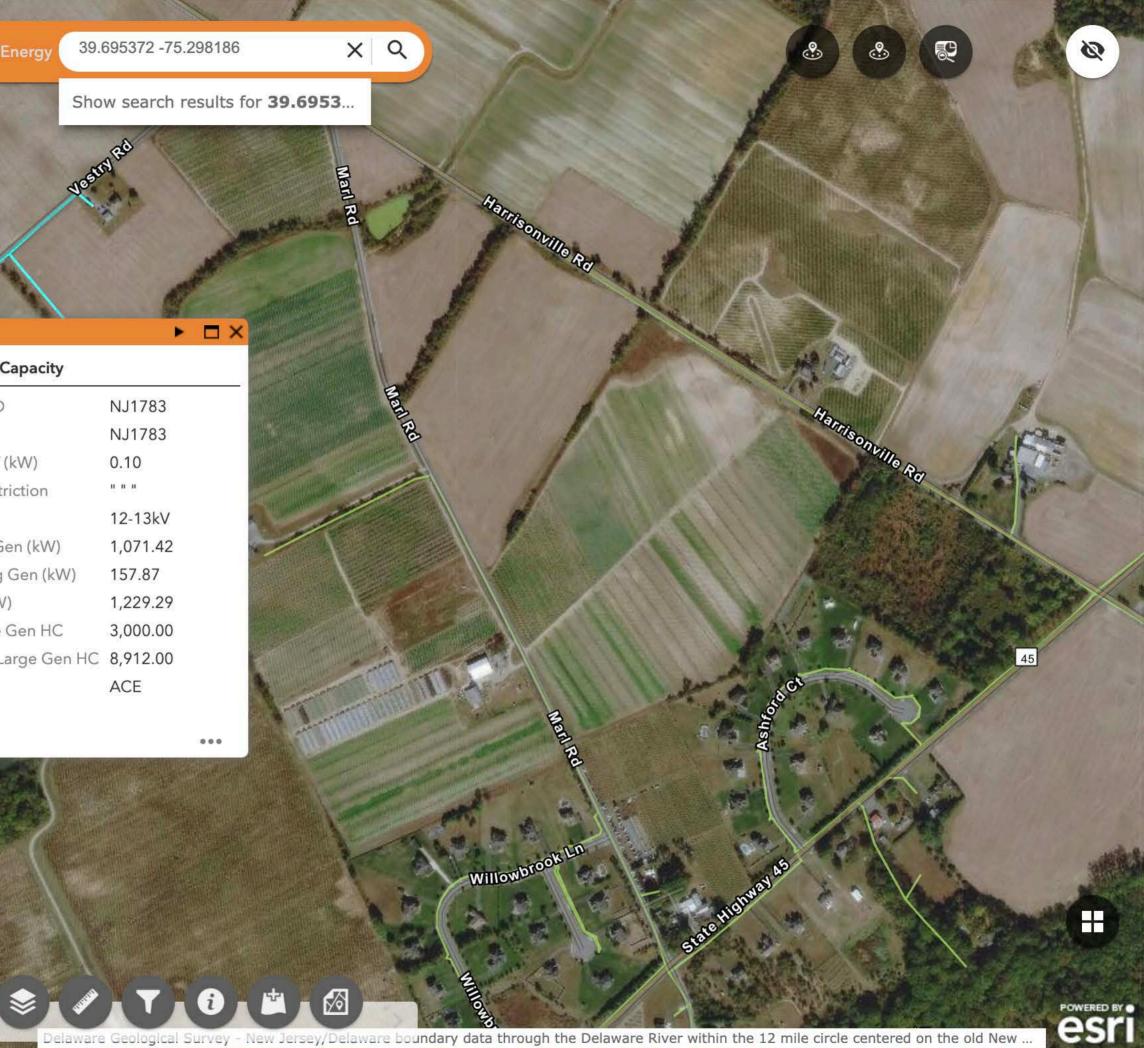
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Delaware Geological Survey - New Jersey/Delaware boundary data through the Delaware River within the 12 mile circle centered on the old New

New Jersey Community Solar PV Siting Tool Developed by the NJDEP's Bureau of Climate Change & Clean Energy

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-75.312 39.702 Degrees

39.695372 -75.298186

Vester Ro

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Show search results for 39.6953...

(1 of 2)

ACE Hosting Capacity

GISFEEDERID	NJ0202
Feeder ID	NJ0202
Allowable PV (kW)	2,592.67
Max Size Restriction	Maximum System Size of 50kW
Op Volt	12-13kV
Total Active Gen (kW)	2,210.60
Total Pending Gen (kW)	710.48
Total Gen (kW)	2,921.08
Feeder Large Gen HC	0.00
Transformer Large Gen HC	0.00
Zoom to	

Asonville Rd

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POWERED BY

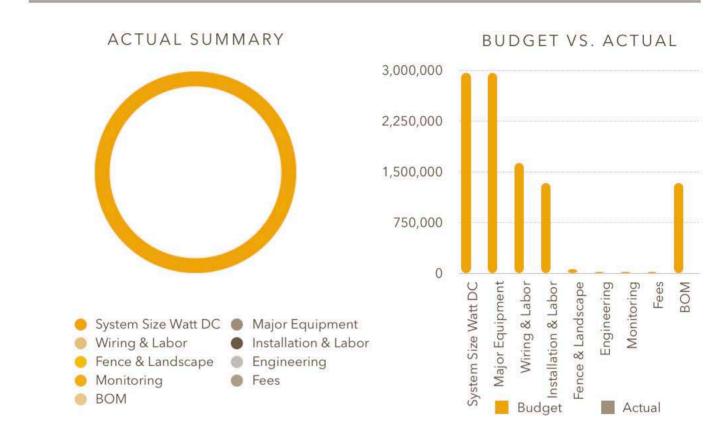
ical Survey - New Jersey/Delaware boundary data through the Delaware River within the 12 mile circle centered on the old New



Project Cost

PROJECT COST

NJ Rooftop Solar Project Quote by Aston Solar

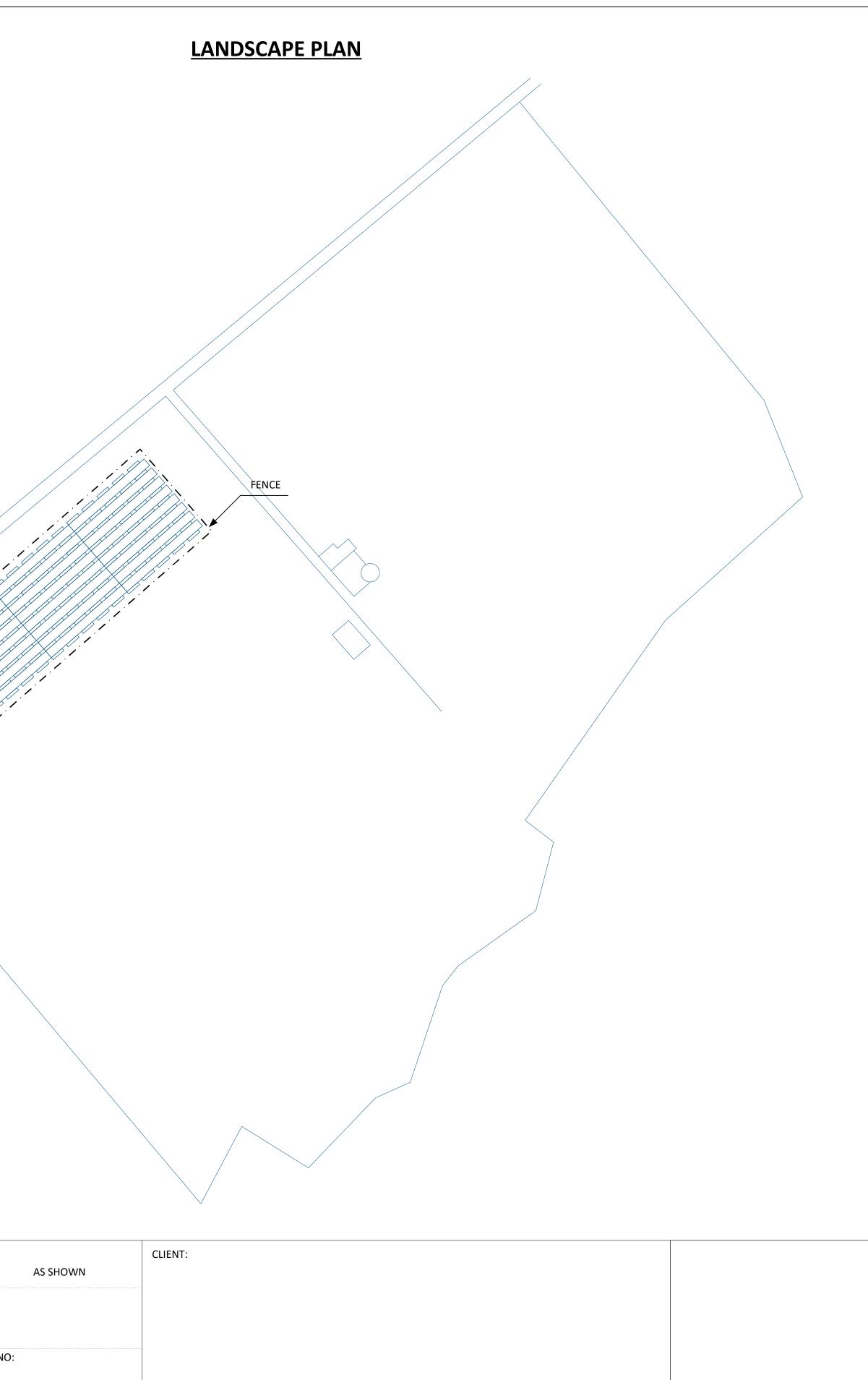


SUMMARY BY CATEGORY

Category	Budget	Actual	Difference
System Size Watt DC	2,970,000		
Major Equipment	\$2,970,000.00	\$0.00	\$2,970,000.00
Wiring & Labor	\$1,633,500.00	\$0.00	\$1,633,500.00
Installation & Labor	\$1,336,500.00	\$0.00	\$1,336,500.00
Fence & Landscape	\$59,400.00	\$0.00	\$59,400.00
Engineering	\$29,700.00	\$0.00	\$29,700.00
Monitoring	\$29,700.00	\$0.00	\$29,700.00
Fees	\$29,700.00	\$0.00	\$29,700.00
BOM	\$1,336,500.00	\$0.00	\$1,336,500.00
Total	\$7,425,000.00	\$0.00	\$7,425,000.00

Exhibit H Landscaping Plan

 	 		PROJECT NO:
 		CHECKED BY:	
 	 	 DRAWN BY:	DATE:
		DESIGNED BY:	SCALE:





DRAWING NAME:	SHEET NO:
SITE MAP PLAN	1
PROJECT NAME:	
PROPERTY LOCATION:	
79 Vestry Rd., Swedesboro, NJ, O	8085
Block # 18; Lot # 2	

Exhibit I

Community Energy Experience & LMI Renewable Goals in NJ



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

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.

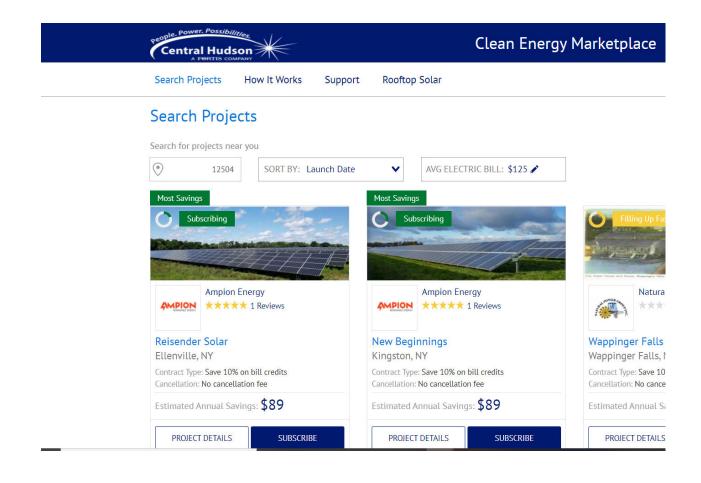






Generate Capital, Inc. • 555 De Haro Street, Suite 300 • San Francisco, CA 94107









Save 2 things with the flick of a switch

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





Exhibit J

EV Charging Station Spec Sheet





- + 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

R T 1 7 5 - S / 1 7 5 k W S P E C I F I C A T I O N S



USER UNIT

CONNECTORS	Single: CCS Dual: CCS and CHAdeMO				
CONNECTOR TYPE(S)	Worldwide: CCS2 or CCS2 and CHAdeMO				
	US & Canada: CCSI or CCSI and CHAdeMO				
OUTPUT VOLTAGE	200V - 920V DC				
OUTPUT CURRENT	CCS: up to 350A CHAdeMO: up to 200A				
IP RATING	IP65 (NEMA 3R)				
IK RATING	IK10 (IK8 Screen)				
EFFICIENCY	98.5% at full load (350A, 500V)				
OPERATING TEMPERATURE	-30°C to 50°C (-22°F to 122°F)				
STORAGE TEMPERATURE	-55°C to 80°C (-67°F to -176°F)				
CREDIT CARD READER	Optional				
RFID READER	Fitted standard				
DIMENSIONS	2,011mm (6'7") (H) x 993mm (3'3") (W) x 532mm (1'9") (D) Note: Width excludes plugs				
WEIGHT	260kg (573lb)				
SHIPPING WEIGHT	310kg (6831b) (estimate)				
AUTHENTICATION / PAYMENT	RFID only OR Credit Card Reader with RFID				
CABLE LENGTH	4.1m reach (13'5" reach)				
CABLE MANAGEMENT	Fitted standard				
COMPLIANCE	UL NRTL certification FCC Class A				

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Worldwide +61 7 3147 8500 • 48 Miller Street, Murarrie, QLD 4172 , Australia USA +1 310 961 5299 • 20000 Vermont Avenue, Torrance, CA 90503, United States Europe +31 202 250 100 • Luchtvaartstraat 3B, 1059 CA Amsterdam, Netherlands Veefil[®] is a registered trademark of Tritium Pty Ltd. © 2020 Tritium Pty Ltd

ISOLATED POWER UNIT

INPUT VOLTAGE	Worldwide (400VAC): 400VAC 3ph ±10% 50Hz ±10% Derate the power below -10% to -15% 270A nominal 300A maximum (at low line level) US & Canada (480VAC): 480VAC 3ph ±10% 60Hz ±10% Derate the power below -10% to -15% 225A nominal 250A maximum (at low line level)				
	Canada (600VAC): 600VAC 3ph ±10% 60Hz ±10% Derate the power below -10% to -15% 180A nominal 200A maximum (at low line level)				
INPUT OVERVOLTAGE CATEGORY	Category III				
OUTPUT VOLTAGE POWER	950V DC Up to 178kW				
SOLATION BETWEEN AC MAINS & EV	& EV Reinforced Isolating tranformer with double/reinforced insulation				
EFFICIENCY	96% at full load				
POWER FACTOR	>0.99				
TOTAL HARMONIC DISTORTION (THD)	<5%				
OPERATING TEMPERATURE	-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)				
STORAGE TEMPERATURE	-55°C to 80°C(-67°F to -176°F) 5% to 95% RH Non Condensing				
NETWORK CONNECTION	Ethernet to User Unit				
WEIGHT	Without transformer: 500kg (1102lb) With transformer: 988kg (2178lb)				
SHIPPING WEIGHT	Without transformer: 590kg (13011b) With transformer: 1078kg (23771b)				
DIMENSIONS	2,147mm (7'1") (H) x 650mm (2'2") (W) x 1,055mm (3'6") (D)				
IK RATING	IK10				
IP RATING	IP55 (NEMA 3R)				
WIRELESS UPLINK	3G/4G cellular communications with failover redundancy				
WIRED UPLINK	Ethernet				
POWER SUPPLY	Battery-backed UPS functionality for reliable telemetry at all times				
SOFTWARE SUPPORT	OCPP v1.6J support for management and billing				
SECURITY	SSH with EC keys and unique password for manufacturer diagnostics				
POWER CONTROL	Supports OCPP charging profiles (OCPP v1.6J)				
CONTROL PLATFORM	Included in the Power Unit				
POWER SHARING (Optional)	Configurable site-level power demand management				

EMC

٨C	Worldwide:	EMC Directive	Immunity: Class A	Emissions: Class A
	USA:	FCC	Immunity: Class A	Emissions: Class A

AC GRID INTERFACE

VOLTAGE	Worldwide (400VAC): 400VAC 3ph ±10%				
	US & Canada (480VAC): 480VAC 3ph ±10%				
	Canada (600VAC): 600VAC 3ph ±10%				
FREQUENCY	Worldwide: 50Hz ±10%				
	US & Canada: 60Hz ±10%				
MAXIMUM CURRENT AT LOW LINE	Worldwide (400VAC): 300A				
LEVEL (Nominal voltage -10%) AND PF = 0.99	US & Canada (480VAC): 250A				
	Canada (600VAC): 200A				
OVER CURRENT PROTECTION	Worldwide (400VAC): 300A Circuit Breaker (recommended)				
DEVICE REQUIRED (OCPD) IN SITE DISTRIBUTION BOARD	(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)				
	US & Canada (480VAC): 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)				
	Canada (600VAC): 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)				
FAULT CURRENT LIMITING FUSES	Current limiting fuses or a UL recognised current limiting circuit breaker MUST be installe if available fault current exceeds 18kA				
	Note: The IPU has an option to upgrade the SCCR to 100kA				
RESIDUAL CURRENT MONITORING IN SITE DISTRIBUTION BOARD (Optional)	If a residual current monitoring device is required by local regulation it shall be of tir delay type				
UNDER-VOLTAGE RELAY IN SITE DISTRIBUTION BOARD	The isolated power unit includes circuitry to locally isolate the charger's power circuit if t safety loop monitoring the door switches and tilt sensors is triggered.				
(Optional)	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 curren NEC and NFPA 70E requirements. This may include additional, lockable disconnect mechanisms within line of sight of the supplied equipment.				
MINIMUM BURIED CABLE SIZE FOR	Worldwide (400VAC):				
AC LINK (Length of AC link cables and system	Twin 70mm² Cu for L1, L2, L3 Single 70mm² Cu for PE				
efficiency should be considered when sizing cables)	US & Canada (480VAC):				
	Twin 3/0 Cu for L1, L2, L3 Single 3/0 Cu for PE				
	Canada (600VAC):				
	Twin 1/0 Cu for L1, L2, L3 Single 1/0 Cu for PE				
MAXIMUM LENGTH OF BURIED CABLES FOR MINIMUM AC LINK CABLE SIZE SPECIFIED	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 K

Job Training Opportunities



INFORMATION & TECHNOLOGY MANAGEMENT 6 Kilmer Road, Edison, New Jersey 08817 732-339-9801 V Fax: 732-339-9809

November 27, 2017

To Aston Solar,

ITM Training Institute is a school in Edison NJ that offers two types of training programs for people interested in becoming a NABCEP certified Solar Technician. The first course is offered during the week and is 300 hours in length. This course will include electrical wiring from the inverter taking it from DC to AC, proper installation procedures of the rack and the panel, and it also includes a sales component. The student will sit for the NABCEP certification upon completion of the course. This course is scheduled to begin on December 11th.

The second course is offered on Sundays and is a 60 hour class which will include a quick refresher on the proper installation of solar panels. It will also prepare the student with the necessary knowledge to take the NABCEP certification. Topics of discussion include safety, basic electricity, solar energy fundamentals, system components, PV sizing, PV electrical and mechanical design, and performance analysis and troubleshooting. It is a condensed version of our longer Solar Technician program that I have attached. This course is scheduled to begin again on Sunday December 10th.

Most of the attendees in this class are current employees at a solar company like yours who is looking to receive their NABCEP certification.

There are still a few seats available in both programs.

If you have any questions, please feel free to contact me.

Thank you, nen

Brian Sant'Angelo

President

ITM Training Institute 6 Kilmer Road Edison, NJ 08817 732-339-9801 www.itmsys.com

Exhibit L

Agriculture Dual Use

TRUE GREEN GROW

Sustainability | Productivity |

tivity | Traceability

REDUCE COST

By integrating a photovoltaic generator into a greenhouse enables you to greatly reduce its construction costs, minimize operation cost in energy bill, and reduce operation cost through automation using big data and AI.

HIGH YIELD

By optimizing grow climate enables a year round grow to archive nearly 200 times productivity compared with traditional farming, reduce more than 90% water usage, and reduce or even eliminate plant health treatments and pesticide.

FRESHNESS

By bringing grow local ensures food safety and freshness to increase supply chain efficiencies and transparency, reduce time from farm to fork, and eliminate grow limitation on location.



Our Patent Pending

integrated designs empower low cost and sustainable grows with net-zero carbon emission possible. It is a game-changing solution for upcoming global food crisis in next several decades.

Through using renewable energy, AI, big data, and robotics promise to bring down the cost of labor and other operations at a time when the age of farmers is climbing around the world and the economics of agriculture is fluctuating. This will allow smaller entrepreneurial farmers, as well as big operators, to establish niche on-demand services for customers.



Exhibit M

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 <u>Bluebird Community Solar's</u> Community Distributed Generation ("CDG") Offering. <u>Bluebird Community Solar</u> 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 <u>Bluebird</u> <u>Community Solar</u> to purchase Bill Credits. You will remain a customer of <u>[UTILITY NAME HERE]</u> ("Utility") and will be responsible for any outstanding charges on your Utility invoice not offset by Bill Credits. <u>Bluebird Community Solar</u> 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. <u>Bluebird Community Solar</u> 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 <u>up to</u> 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 <u>10%</u> discount. This means that you will have to pay Solar Producer <u>90%</u> of the value of Bill Credits you receive. For example, for every \$1.00 of bill credits you receive, you must pay Solar Producer <u>\$0.90</u>. 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. <u>Solar Producer</u> reserves the right to implement consolidated billing in the future, in which case you will no longer receiver 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 <u>Bluebird Community Solar</u> 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 <u>Bluebird Community Solar</u> ("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. <u>Allocation of Community Distributed Generation Credits.</u>
 - 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 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 21st 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. <u>Mutual Cooperation/Dispute Resolution</u>

- 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 (5th) 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, 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. <u>Term and Termination of Agreement</u>.

- 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 <u>ninety (90) days</u> 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. <u>Force Majeure.</u> 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. <u>HEFPA Rights.</u> 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 <u>http://www.dps.ny.gov.</u> 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. <u>UBP-DERS Rights.</u> 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. <u>Limitation of Liability and Disclaimer of Express and Implied Warranties</u>. 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. <u>Miscellaneous</u>. 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. <u>Notice Provisions.</u> 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. <u>Severability.</u> 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 Communit	y Solar	
Signature:		
Name:		
Title:		
SUBSCRIBER:		
Name (printed):		
Signature:		
Date:		

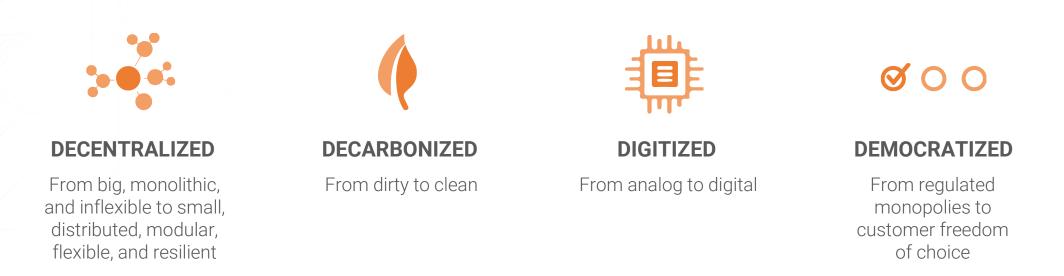
GGENERATE

MORE ABOUT GENERATE

Confidentia

All we do, every day, propels the Infrastructure Transition.

We partner with project developers, systems integrators and technology companies to deliver sustainable infrastructure characterized by the "4D's."



Proof not promises

We make projects happen.

- 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



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

Our partnerships are trusted, long term relationships based on shared values

- INTEGRITY: We prioritize honesty and integrity above everything.
- COLLABORATION: We create trust through transparency; we assist each other in achieving personal and professional growth.
- EXCELLENCE: We relentlessly pursue a high standard for excellence, constantly working to be better than we have been.
- INTELLECTUAL HONESTY: We are independent thinkers and encourage a diversity of viewpoints in search of genuine truths.
- ACCOUNTABILITY: We take accountability for our actions and decisions, and we strive to learn from our inevitable mistakes.

Our unique model drives success for partners, customers and the planet



Let's Rebuild the World Together